

**DOWNTOWN DEVELOPMENT AUTHORITY
CITY OF WIXOM
49045 PONTIAC TRAIL
July 21, 2005**

This meeting of the Wixom Downtown Development Authority began at 8:01 a.m. with the following individuals present:

MEMBERS: Eugene Boilore, Sandra Motz, Marvin Poota, Debbie Schuster, Dave Vanderhovel, and Mark Weller

ABSENT: Anthony Barbosa (excused), Dino Grossi, Lou Kirby (excused), Mayor McDonald

STAFF: Tony Nowicki, Carol Rosati (JRLAF), Rob Nesbitt (LSL)

Determination of Quorum:

A quorum was present.

Approval of Agenda:

MOTION by Mark Weller to add Discussion of the By-laws as New Business #3 to the Agenda; seconded by Debbie Schuster.

VOTE: UNANIMOUSLY CARRIED

MOTION by Mark Weller and second by Debbie Schuster to approve the agenda with the above changes.

VOTE: UNANIMOUSLY CARRIED

Public Comment:

There was no Public Comment.

Minutes:

MOTION by Debbie Schuster to approve the June 7, 2005 minutes; seconded by Mark Weller.

VOTE: UNANIMOUSLY CARRIED

Executive Director's Report:

Mr. Nowicki stated the only report he had was that there were several new members. Marvin Poota is the Vice President of Wixom Downtown Development Corporation and the owner of the BP gas station, as well as the Wixom Market and the soon-to-be-opening Auto One, as well as the retail center across the street. He said he was glad to have Marvin at the meeting, an active member of the community; and we all believe he will be an asset to the DDA. In addition we also have Dino Grossi, who is the proprietor and operator of Volare Restaurant. As well, he will be opening another restaurant in the retail across the street, the Cohen/Robertson development. It is his understanding that Mr. Grossi has already signed an agreement with them to do that, another active member of the community. The third new member is Lou Kirby. Unfortunately Mr. Kirby had an issue and could not change his schedule, so he was unable to attend. He owns and operates Allstate Insurance Agency that is now in the Klebba Building. We have had discussions with him for quite some time when he was looking to relocate to the City. He should be an asset to the group as well.

Consideration of Construction Proposals submitted for the Village Center Area Public Spaces Project:

Mr. Nowicki explained that the City had received original bids on this project on June 3, 2005; and then we had a DDA meeting on June 7, 2005. The original bids exceeded the available funding, so the DDA authorized us to go back and redesign the project and re-bid it. We went through the engineers and

designers and reassessed the project and redesigned it, eliminating approximately \$400,000 worth of items. These items include redesign on the storm sewer system, elimination of some sanitary sewer leads for future retail buildings that may occur on the south side of Pontiac Trail. We recalculated the volume of earth work required for the storm water detention basin and reduced that somewhat. We eliminated some of the up lighting for the trees that we have around the pond. There were two on the south side and a couple of up lights along the north side around the gazebo. However, we kept the conduit in place so we could add those up lightings at a later date. Some of the electrical conduit we had in the program (the conduit between City Hall and the Community Center which would accommodate fiber optic connection between the two buildings) was eliminated. Some conduit for the small sound system we had on the north side at the gazebo was eliminated. At a future date we can include a wireless sound system. We had to eliminate colored concrete. It's about \$89,000 just to color the concrete that is just minor accenting in certain areas. Some of the benches on the south side of Pontiac Trail and trash receptacles we had to put in as an add alternate. We reduced the size of some of the trees we had proposed, from 4-5" to 3".

He stated these are the minor changes we had to go through. We don't think those changes really affect or impact the appearance and the character nor the quality of the project. All of this has been reviewed and discussed with the Cohen/Robertson people since their development really needs the improvements to Sibley Square. None of the individuals in that organization had any real issues with what we were doing. We had met with them and discussed all of this before we went ahead and issued the re-bid.

He continued by explaining that the bids were due on July 13. We had received five bids, and of those bids every one of them was over the estimated cost of available funds. The lowest one was Schonscheck. After going through and evaluating all of the bids, they were \$60,000 over what was available. Unfortunately, their bid was incomplete in that they left out unit prices and gave us just the lump sum dollar amount. The number two bidder was Abbot and their bid was incomplete, as was the number three bidder (Angelo Iafrate).

Mr. Nowicki went on to say that with the assistance of Attorney Carol Rosati we have reviewed our options and alternatives and identified that the Charter provides us with some direction if we have no bids or the bids are deemed unsatisfactory. That Charter provision is Section 12.6(C), which states that upon Council approval, the City Manager can negotiate on the open market with various firms and enter into a contract with them. Basically what we are proposing is that the DDA consider that as an option with a recommendation to the City Council that all bids be rejected, that the City Manager be authorized to negotiate on the open market and contract with the firm, in accordance with the Charter.

Ms. Schuster asked if the last two bids were complete, and Mr. Nowicki replied that they were.

Ms. Schuster then asked how much higher their bids were, and Mr. Nowicki stated one was around \$200,000 and the other was \$300,000 over.

Dr. Weller asked if Ronnisch Construction had submitted a bid.

Mr. Nowicki replied that they had, and they were one of the high bids.

Mr. Vanderhovel remarked that we had thought that once they bid, they would be a lot closer to the number.

Mr. Nowicki agreed and stated that we had some discussion with them, and the number is the number.

Ms. Rosati stated it was unfortunate that the City has gone out to bid twice. The engineers have done an estimate of cost and HRC is pretty good at that. They always write in some extra as well. The plan is to come in under their estimate, and the numbers are coming in too high. With respect to the bids that were submitted there were deficiencies in three of them, to the extent that the deficiencies cannot be waived. She stated you are now in a situation that you are running out of time. It's been bid twice, and you are not getting what you want through the competitive bidding process. There has been an indication from at least a few of the bidders that they believe they have ideas that might actually save some additional money. If we proceed through the Charter and the authority is to sit down and negotiate, we will be able to sit and meet with each of these bidders, listen to their ideas on what could and couldn't be done and try to negotiate the best price. In her opinion that is the only way to go right now. Everything is way over the money that is available or it is in a position that you can't really legally accept the bid the way it was submitted. The Charter really does give the City some flexibility. It does not require the way it is written that absolutely everything be awarded through competitive bid. It provides an opportunity for competitive pricing to take place, and we have done that twice. It recognizes that maybe it won't work (and this is a classic situation where it hasn't worked); and it gives the Council the authority to say we are going to reject all of these bids and are just going to negotiate on the open market and try to get a better price if you want to try and stay on the time table, which is critical because if you start pushing it over to not starting construction until next year, you will have added issues in terms of the cost probably going up. After looking at all of the alternatives we believe this is the best way to proceed to keep it on schedule and keep it within budget.

Mr. Vanderhovel asked how that will work if the City Manager negotiates a better price but it is still more than what we have.

Ms. Rosati replied you would recommend that he can negotiate but with an upper limit, being the amount that your consulting engineer has estimated should be the cost and is the available funds. There would be a cap on the City Manager's authority to negotiate.

Mr. Nowicki explained that we have approximately \$2.9 million, so that would be a "not-to-exceed" amount. In addition to that we would sit down with the five bidders who have reviewed the plans and basically limit our discussion with those five individuals that are willing to discuss further reductions with us. One bidder most likely will not. His numbers are pretty high. Iafrate, Abbot Construction, Ronnisch, and Schonscheck have all indicated a willingness to sit down and discuss this issue.

Mr. Poota asked if this would include more changes to the project or possibly more reduction to the plan.

Mr. Nowicki stated that the low number right now is \$2.99 million, and we have \$2.92 million. It's not that far off, so there could be a little tweaking here and there on ways to save a few dollars. We don't feel there would be any material changes to appearance or character of the improvements we are proposing, very similar to the way we went back and redesigned the project under the authority of the DDA. We went back and changed it so there was very little modification to the overall appearance to the plan; and we would do the same.

Mr. Poota clarified that it would be just more of that type of "tweaking."

Mr. Vanderhovel asked what HRC felt the problem was if they think it can be done for the \$2.9 million.

Mr. Nowicki replied that HRC does think it can be done for the \$2.9 million.

Mr. Vanderhovel asked if they had any idea why the bids were coming in so high.

Mr. Nowicki responded that they do have some opinions, but when you look at the unit prices that were submitted there is really neither rhyme nor reason as to how these numbers were put together. Although we have some speculation as to what the issues are, we really don't know how these contractors put their numbers in. As one example a gazebo that we have talked to the manufacturer about would cost \$45,000 installed. One bidder had \$70,000 on it and he wasn't the high bidder. There are some high numbers in there that nobody understands until we sit down and talk to the bidders, and that is what we are hoping to do when we negotiate with them – find out the logic and their methodology used to apply some of their unit prices.

Dr. Weller asked if they were saying they could possibly negotiate to lower the price or to put a pad in to do it at a later date.

Mr. Nowicki stated the gazebo should go up now.

Dr. Weller said he knows you could always change things or add to it at a later date instead of putting it all in the package now. It's a lot easier to add to it after it's all done.

Mr. Nowicki explained that from some of the initial discussions we have had with the bidders, they believe they can accomplish the intent of the plan that is in place right now at a rate that is consistent with our budgetary limits.

Ms. Rosati added that unfortunately with the bidding process you only had two of the bids that were technically complete which are the only two you should be considering. You really don't have the option through the bidding process (you are supposed to only accept or reject them) to sit down and try to negotiate, as you can do under the Charter provision. The Charter is pretty flexible the way it is written. A lot of them are written where it says that it shall be by competitive bidding only. This is not written this way.

Dr. Weller asked what the chances were that anyone would come back on this with a lawsuit.

Ms. Rosati explained that people can always do that, and there is nothing we can do about that. With respect to the bids that were submitted, clearly they should be rejected.

Ms. Schuster asked if the biggest threat was Cohen/Robertson, if they didn't get started until next year.

Mr. Nowicki commented that this is part of the whole plan. They are facing some of their own time constraints.

Ms. Schuster explained that she was asking what the bigger threat was if someone was going to bring a law suit because the City rejected the bids. Or are Cohen/Robertson because their project is not on time?

Mr. Nowicki replied that if someone sued the City that could essentially put a halt to the project. He explained that is why Ms. Rosati was at the meeting. She has defended the City for fourteen years; and that was why she was present as a legal advisor because of the history and potential for litigation.

Ms. Rosati explained that even if you were to throw out the three incomplete bids and award it to one of the others even though you don't have the money, that still doesn't mean someone who doesn't have a complete bid wouldn't sue the City and say "Maybe it was incomplete, but it wasn't a substantial deviation and you should have considered it." People sue and can sue for anything. Generally the law

provides that the City has the authority to reject any and all bids, and it states that a lucid bidder does not have a property interest. He doesn't have a right to expect that his bid will be accepted because the City can reject it. It doesn't stop them from suing. She has had a number of them through the years, but generally they end up being dismissed. What we are trying to do is make the process fair. The way it is now with the bids that have come in you don't have a bid that can be accepted. The two that are complete are too far above the budget. So the question is, do you go and re-bid it again? You can do that, but it might not work again. Or do you use the Charter provisions that have been written in for situations like this? You say this is the amount of money we have, negotiate to get this package, these improvements for that amount of money. The plan is to make that process available to all the people that did put in bids and keeping it fair, sit down with each of them in individual meetings, listen to their ideas and let them know what it is we are looking. She believes that is still keeping it competitive and open, and really we are trying to get the best result for the City.

Mr. Vanderhovel commented that the City Manager meets with the five bidders, and two or three of the five come back with low prices and he has to choose. Where do we go from there?

Mr. Nowicki assured him that there are a number of factors that we would consider, the firm's experience with this type of work and the ability to complete the project on a schedule we would like to see. We would get the lowest price we possibly could.

Dr. Weller inquired if it was just up to the City Manager or if it would have to go to Council.

Mr. Nowicki explained that it would have to go to Council, and we are planning on taking this to Council at their next meeting for the authorization for the City Manager to negotiate. The Charter is clear that it allows the City Manager to execute the contract or start the work right there, so we don't have to go back to Council again. That would be staff's recommendation; that the bid be rejected, the City Manager be authorized to negotiate the contract in an amount not to exceed what our financial limits are, and that the Mayor and Clerk be authorized to execute the negotiated agreement the City Manager puts together with the firm.

Dr. Weller asked where the checks and balances would be, and Mr. Nowicki agreed that you want to always keep checks and balances in mind. He was at a bid opening for the Oakland County Drain Commissioner's Office, and they did something very similar to that as well because of certain time constraints and issues they were facing with grant applications and deadlines. So, it's not uncommon. Some of the brief conversations we have had with some of the bidders, they had indicated it is still achievable to complete a majority of the project this year with some final clean up and landscaping next year. We have a deadline of May 1st of next year to have final completion of the entire project, which would allow them all year to work on miscellaneous items as well as doing the landscaping in spring of next year.

Ms. Schuster asked if they would be held to the \$60,000.

Mr. Nowicki replied that they wouldn't be. The DDA has more projects than they have available funding, so if they can drop it down a little bit further it would be in their best interest.

MOTION by Dave Vanderhovel and second by Mark Weller to recommend to City Council to reject all bids for the VCA Civic Center Improvements Re-Bid, and authorize the City Manager to negotiate a contract on the open market in an amount not to exceed \$2,927,900 and authorize the Mayor and City Clerk to execute the negotiated contract on behalf of the City.

VOTE:

UNANIMOUSLY CARRIED

Sign Ordinance Discussion:

Mr. Nowicki introduced Rob Nesbitt, Senior Planner from LSL. He explained that the Planning Commission had been working for quite some time on modifications to the sign ordinance. They have been working with Rob and various members of the community and also one sign maker who regularly attends some of the meetings. They have been reevaluating the sign ordinance that has been in place for a number of years and specifically in the Village Center Area to make some adjustments that would allow the business owners more of a competitive advantage than they might have had under the current ordinance. The ordinance went through the mechanisms of the review by the Planning Commission. Then it went to a public hearing, and then went to Council for recommendation. Council reviewed the ordinance and the recommendations and referred the ordinance back to the Planning Commission for further review and to address some issues Council had raised. One of the issues that were raised at Council was having the DDA participate in the review of signs being submitted by various businesses that may want to put some new signs up in the Village Center Area. That is why it is coming back to the DDA to see if you have an interest in being involved in the detailed review of signs that may go back. He then explained that Mr. Nesbitt had been the consultant for this work with the Planning Commission on this ordinance and said he has done a very good job in crafting the ordinance and helping the Planning Commission craft the ordinance.

Mr. Nesbitt stated that when he had joined LSL he was picked to deal with all of the sign ordinances for all of the fine communities. He has been involved with putting together a number of sign ordinances. Back in March of this year we were approached by representatives of Cohen/Robertson with a request of perhaps modifying the sign regulations for the VCA. In their view, which was probably from some of the initial discussions with businesses that may relocate in the VCA, their request was that the City investigates introducing some greater flexibility into the sign regulation as specific to the VCA. What the current ordinance allows for that area is two types of signs essentially, walls signs or projection signs. It is also very specific about the materials that can be used in those signs (wood, metal or something that was originally perceived to reinforce the character that is intended for that area). That character is something that goes through the building design and the streetscape. He believed when the VCA sign regulation was put together there was a conscientious effort to try and introduce sign regulations that were specific to that character that someone had visualized.

In having discussion with representatives from Cohen/Robertson, we were asked by the City to start to put together what we believed would still be an appropriate sign regulation for that area but with introducing additional flexibility. We started to work on those regulations, and we think we put together a set of regulations that will serve the VCA very well from the standpoint of what character we want for that area, but also give some flexibility to the businesses that will locate there. Certainly through a lot of effort on the part of Planning Commission and a number of meetings we were able to come up with something that the public hearing and Cohen/Robertson were satisfied with, along with the Planning Commission, and we as consultants to the City deemed appropriate regulations. We added things such as wall signs are still allowed. Projection signs are still allowed. We also put together window signs as being allowed. In each case in regards to the specific type of sign we put supporting regulations that will keep the size of the sign appropriate to a downtown village type of an area. For example, even though we added window signs as another option, we only allowed up to 25% of the window to be covered by signage. We didn't want to get into a situation where the downtown became looking like a typical strip commercial area.

He further stated we also were conscientious about safety issues. We also added in awning and canopy signs because most of the businesses or a majority of the businesses are expected to have awnings integrated into their design. So having that element on a building it made sense to us that there should be

sign options for that type of sign. In regards to windows and awnings, we didn't want to give additional credit to a business as far as loading up the building with signage; so with regards to window signs or awning signs, if you are going to choose to use that type of signage in addition to wall signs we have regulations that say that has to count toward your allowable wall sign. So if you want to do a mixture of those three different signs at the end of the day the calculation should still be tied back to what is allowed for wall signs overall.

Dr. Weller asked if the total canopy was involved or just the square footage on the canopy that says the name.

Mr. Nesbitt answered that up to 33% of the canopy itself can be sign.

Dr. Weller reiterated that it was 60 square feet total for wall signage.

Mr. Nesbitt explained that they looked at the average width of the building and allocated the square footage.

Mr. Vanderhovel asked if the 25% of window was 25% of all the windows they have or 25% for each window.

Mr. Nesbitt replied it was each window, but it still cannot add up to more than 60 square feet total. They did want to put a cap on it so they didn't have to keep going back. Also with the understanding if there were extraordinary circumstances they could come back to the Planning Commission. The other thing they wanted was additional lighting options. In the current regulations it requires all signs to be front lit. So goose neck lighting or something that cast the light on the sign, and what they asked for was some internal illumination. After some great deliberation on that issue we came back to still encouraging the front lit signs. We will allow internally illuminated signs, but those signs have to be smaller. So we allow that as an option, but we have regulations that discourage that type of sign.

Mr. Vanderhovel asked if someone uses back light if it has to be box letter or if it has to be a whole box sign.

Mr. Nesbitt commented that it cannot be a box sign. It could be scroll letter that is internally illuminated. Also the other thing they like and we like is the halo lighting where you have lighting behind the cut lettering, and the lighting softens and highlights the lettering. We didn't want any bright or shocking colors, and you can't do any neon lighting except for as an accent to window lighting. In that case we still wanted the control. Any neon lighting that is used as an accent to window signage has to come back to the Planning Commission. We didn't want one bad sign changing the character of the VCA or affecting the neighboring businesses that have very good signs.

Dr. Weller asked if a neon lighting that has nothing to do with the sign but compliments the building is acceptable.

Mr. Nesbitt replied that it was not allowed. The plans are not always black and white so someone may ask to do that as part of their character. There is always an option to go the ZBA for a variance.

Dr. Weller stated that outside the VCA you could still have the type of sign that Static Control and Futuristic have.

Mr. Nesbitt replied that this is only for the VCA.

Dr. Weller clarified that an existing structure is grandfathered right now, but any changes you wouldn't be able to cover over the signage into the VCA. The only people that would be able to do that would be the City, if they wanted to put a reader board.

Mr. Boilore stated they have to get a permit like everyone else.

Dr. Weller stated that based upon what was there his sign would be considered non-compliant.

Mr. Nowicki commented that the problem we would be faced with is that if electronic reader boards were approved, then every little store that might have 20' or 30' could have the electronic board and it would get out of hand.

Mr. Boilore asked how this affects the DDA or what they're being asked to do.

Mr. Nowicki stated that the question was raised at Council whether the DDA should be involved in reviewing signs.

Mr. Nesbitt added that with the communities they advise they do not have any that have a separate review committee that advises the Planning Commission. What works best is the Planning Commission does plan review, and that is where that decision should stay with the understanding that they have appropriate consultants that are advising them professionally on what is appropriate.

Mr. Boilore added that he agreed. He thinks that is the Planning Commission's backyard; and he plays in his backyard, and they can play in theirs.

MOTION by Dave Vanderhovel and second by Debbie Schuster that the DDA supports the Sign Ordinance as written and that all signage issues stay with the Planning Commission.

**VOTE: All members voted Aye with the exception of Dr. Weller.
MOTION CARRIED**

Discussion of the By-laws:

Dr. Weller commented that we wanted to get a clarification on the quorum ruling. We have always been under the assumption that the Mayor was not a voting member. Based upon the by-laws, the Mayor is a voting member; and he believes we need some clarification. He believes the City should further look into that and see if they are in compliance with the by-laws and change the by-laws if needed.

Mr. Boilore added that he would also like to see an odd number of voting members.

Ms. Schuster asked what Ms. Rosati's interpretation was this morning.

Mr. Nowicki explained that was the single issue we were looking at, but if you review further in the by-laws there are some other areas that are missing. What do you do for abstentions and a number of other issues? So what we should do is take a look at the entire by-laws as a whole and compare them with other DDA's and update our by-laws.

MOTION by Mark Weller and second by Sandra Motz to direct the City to review the by-laws and come back to the DDA with recommendations.

VOTE: UNANIMOUSLY CARRIED

Public Comments:

Kurt Gotschall, Planning Commission, stated he had a couple of things he wanted to address. The first being that at the last Planning Commission meeting a lot of this had come up about the bids and the fact that the bids had come up over, and we had already gone through a preliminary site plan review for the facilities that had been proposed. We were disappointed when it came back and said well you approved this but we really can't afford to do this now because we don't have the money. Going back through some of the notes, originally back in January Mr. Nowicki had indicated we were going to capture about \$5 million dollars was the original plan. Now we have \$2.9 million. We had some real concerns. We would have told the bidders you have \$2.9 million, give it your best shot, or here are the plans you have to bid on this. We were just really puzzled by where we got off track with the money and the plan.

Secondly, when you talk about not putting sanitary sewers on this side of the road, which is not a minor upgrade. That eliminates anything we are planning on doing on this side of the road without tearing up the road again.

Mr. Nowicki explained that as he had indicated before and consistent with the administration's charge in redesigning this to meet the character of what was approved under the site plan, they didn't approve the site plan; they accepted a concept. He did not recall discussing the sanitary sewer leads nor did they discuss some of the electrical conduit such as the fiber optics. In any case the sanitary sewer leads and the water leads can be connected without ripping up the roads. They can be connected in the greenbelt area without disruptions to any of the improvements we have been putting in.

Mr. Gotschall asked if that would incur a greater cost if it is done at a later date instead of now.

Mr. Nowicki commented that it would incur a cost to the private sector that would at some later date perhaps buy this property from this community.

Mr. Gotschall stated that he is really concerned that we are really handcuffing ourselves at this point with the future of this side of the road by eliminating some of these things. Also why was there such disconnect between \$2.9 and \$5 million dollars? Did we not gather as much as we had hoped to?

Mr. Nowicki explained that there was \$2 million associated with the electrical connections.

Mr. Gotschall confirmed that they did gather \$5 million dollars, \$2 million dollar for electrical relocations, which includes cable, fiber optics, and telecommunications, and \$3 million for the rest of improvements. So we really just over estimated, or under estimated in this case, what it was going to cost for the rest of the improvement.

Mr. Vanderhovel stated that HRC thought we should be able to get it done for that amount of money.

Mr. Nowicki stated that when we prepared the plans and moved forward with this we tried to look into the future, which was mentioned in some of our discussions. We tried to look as far forward as possible and try and build a project that would minimize any disruption and would accommodate future developments. Unfortunately the costs were there; and when we did have discussion in front of the DDA in the past and the Planning Commission and the City Council, it was indicated that money was tight and if we got down to the point where we could not afford some of the amenities or some of the design items we would have to delete them. Consequently we have to. The deleted items we don't believe (nor the engineers and designers of this) will really affect the character of the development or the improvements, nor will it really negatively impact any future improvements we may have planned.

Cheryl Tacy, Planning Commission, stated out of curiosity looking at the items that you choose to eliminate, she would be agreeable that she can live without paying \$80,000 for colored concrete. She asked if there is a hierarchy or an organization that will be followed in terms of what next might be allowed to go by the wayside now that it is being negotiated so we don't give away those things that are going to in our mind keep the character we are looking for.

Mr. Boilore stated he didn't believe that when we are negotiating with these people we are looking at eliminating anything. We are just looking for a lower price for what we have.

Mr. Vanderhovel added that he would like to get that and get some more stuff back in.

Ms. Tacy replied what if they can't? They are telling us they are at rock bottom, and they cannot do what we want any cheaper. Then your next step is eliminated like we already did. Is there a prioritization of things? This is the last thing we would possibly let go because this is too important.

Mr. Nowicki commented that they believe the plans, the way they are now, are achievable. We will talk to who had submitted the lump sum low bid, which was Schonsheck; and he is approximately \$60,000 over the amount of money we currently have (the \$2.927 million dollars). We have another \$151,000 that is in contingency, so it is not identified for anything. So we know that we can do it for the amount that he has specified right now, but what we would like to do because of the irregularities associated with the bid we cannot award him the bid or the other three low bidders. We believe we can lower that amount. With brief conversations from two of the low bidders they have indicated there are cost savings opportunities out there without jeopardizing the character and the intent of the improvements.

He continued by stating a couple of the little things that they look at was the way tree protection was identified. A lot of the communities are really serious about tree protection. They put these fences up. What we did is reduced that tree protection requirement, although it will maintain the integrity of the tree. He agreed that the sanitary sewer was an issue and we did eliminate that, but it was a cost best put toward private sector. We redesigned the storm sewer system. We would have liked everything to flow to the north into the retention ponds that were created by the Cohen/Robertson project. We were able to reevaluate the storm sewer flow channels and the directions it goes and use just a very small frontage to go to the north. The rest will go into the basin we have and flow out across the railroad tracks and out into the Norton Creek. That saved a significant amount of money. Again, all the improvements are such that if it was completed and you walked in there you wouldn't notice the difference from the plans other than perhaps the colored concrete.

ADJOURNMENT:

The meeting adjourned at 9:03 a.m. on motion and second by Debbie Schuster and Sandra Motz.

Elizabeth A. Rowe
Recording Secretary