

**Minutes of the Oregon Special Village Board
Monday, January 28, 2008**

1. **CALL TO ORDER:** President Steve Staton called the Special Village Board meeting to order at 6:18 pm.
2. **ROLL CALL:** Present: President Steve Staton, Trustees: Eric Poole, Darlene Groenier, Phil Harms, Jon Lourigan, Jerry Bollig, Randy Way. Also Present: Village Administrator Mike Gracz, Public Works Director Mark Below, Chief of Police Doug Pettit, Village Attorney Matt Dregne, and Clerk Assistant III Tracey Hicks.
3. **EXECUTIVE SESSION:** The Village Board may adjourn into closed session from time to time during the course of the meeting pursuant to Wis. Stats. §19.85(1)(e) permitting a closed session for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the Agreement with the Oregon Community Sports Arena. **Bollig moved to adjourn in to close session pursuant to Wis. Stats. §19.85(1)(e). Second by Lourigan. Roll Call: Staton – yes; Poole – yes; Groenier – yes; Harms – yes; Lourigan – yes; Bollig – yes; Way – yes. Motion carried 7-0.**
4. **Board will Reconvene into Open Session. At 6:58 p.m., the meeting reconvened into open session on motion by Poole, second by Bollig. Motion carried 7-0.**
5. **Discussion with Oregon Community Sports Arena Representatives and Possible Action re: Agreement with Oregon Community Sports Arena.** Dregne summarized what was discussed in closed session, noting this is a complicated and challenging issue. Dregne stated in exchange for certain rights under the contract that currently exists between the Village and OSCA (Oregon Community Sports Arena). The Village has been asked to modify or agree to a variety of changes to the agreement, and the Board has been discussing how to respond to the request for changes to the agreement. The Board has not reached any final decision that the Board has taken a vote on, so there is not anything Dregne can tell the members of OCSA with certainty that the Board would be prepared to approve at this meeting. However, there seems to be somewhat of a consensus around wanting to put something on the table for OCSA as a way of moving forward with this discussion. Dregne noted the key elements, which were as follows: the key problem is the agreement in place that needs to be addressed and that will be the starting point. The Village Board would consider relinquishing most of their rights under this agreement in exchange for \$40,000.00, second the Village would need a permanent easement allowing the public to make use of the parking facilities on the property, third there is a small piece of land that extends out to the highway, that land would need to be conveyed back to the Village, fourth the Village would want to have a ‘right of first refusal’ in place so the property could not be sold to any other party other than the Village until such time as the facility is completed, fifth there is an easement needed for a potential underground sanitary sewer facilities to be constructed under this property to the sewer plant, and finally the Village would like to still have an agreement in place so the facility would be available for public skating in the same way that the current agreement does. Dregne stated aside from these requirements being satisfied the current agreement would be terminated. Gracz noted the conditions that Dregne outlined commenting the Village would also need to review the GDP and SIP to ensure there would be no inconsistencies. Dregne stated to make sure the zoning documents would still work with this proposed transaction. Jeff Groenier indicated most of the OCSA Board was in attendance at the meeting and they have had discussion and are in favor of most of what that the Village Board has proposed. Jeff Groenier explained under section 11 of the agreement, Special Assessments and Improvements, if the road goes in within the next 3-5 years they want to be sure that the Village would not come back and say that OCSA needs to pay a large sum of money to improve the road. Dregne stated the Village Board did not discuss that in closed session. Jeff Groenier stated this was discussed before when the land was given to OCSA they would take care of the sidewalk issues, and the Village would take care of the curb and gutter in the streets. They would still like this as part of the agreement. Bollig noted as he

understands it OCSA would put in the sanitary sewer. Jeff Groenier stated this is just for the road North Perry Pkwy to South Perry Pkwy (the road extension). OCSA will do the entire sanitary sewer, storm water, etc., noting everything on the property OCSA will be taken care of. Jeff Groenier stated they will put the sidewalk in, but under the existing agreement the Village would pay for the streets from curb to curb down through the property. Way noted this seemed reasonable to him. Harms questioned the linear footage and how much property did the lot cover. Jeff Groenier noted the curb area is about 1,000 feet of street frontage. The sanitary sewer would tap into the sewer plant, noting there is a manhole right in front of where the new building would go. Staton summarized some general points noting this is a step in negotiations and emphasized it is not a done deal. Staton noted there is a strong feeling among the Village Board members and they want to move this forward to help upgrade the youth facilities in the Village. Staton explained this will help the Village catch up in a sense with what other communities have and will serve a great deal of public services. This will bring a lot of people to the community on a regular basis. Staton wanted to stress that this is not a done deal at the meeting tonight, but it is a step forward. Jeff Groenier noted the sign issue commenting that technically under the Village sign ordinance, if OCSA were to put up a community sign it would not have to be on their property. Jeff Groenier questioned if they were willing to give that land back, could they negotiate with the Village at a later time to put up a community sign. It was stated it would be a community only sign listing events and other things going on in the Village. It was noted this sign will be discussed at a later date if one were proposed. Staton questioned what the Village Board presented and inquired if it was in line with what the OCSA had in mind. There was discussion regarding the permanent easement regarding parking. Staton noted what the Village Board members had in mind was the parking would serve public purpose and it has a value to the Village. There was clarification regarding the \$40,000.00 plus the easement. Dregne stated there was discussion regarding being willing not to ask for the easement in exchange for more money. The discussion was if the Village secured an easement that guarantees the public the right to use the parking lot then that would justify bringing the cash component down. Dregne noted this is still an on-going discussion. Way noted another important comment is this is not an exclusive easement, it would simple state that you can not disallow the public to park there if stalls are available. Dregne noted as he sees it, it would be first come first serve arrangement, and OCSA could not exclude the public from using it. Staton noted that basically the easement lowers the price. Bollig noted all of the components reduce the cash price. Jeff Groenier questioned the next step asking if OCSA's legal group would draw this up. Dregne stated several documents would be needed here, commenting that one will be like an umbrella agreement that would cover all of the agreements. There was discussion of the documents that would be needed. [The regular attorney for OCSA could not be in attendance at the meeting, instead Carrie (no last name given) was filling in for him.] Carrie noted her concerns were the organization is limited on funds and does not have the funds to keep drafting and re-drafting documents. There was discussion of options OCSA could do to save money. Gracz noted that it may take more time and money to go through the agreement than by doing this approach. OCSA may actually save money this way. Dregne stated OCSA could draft all of the documents to save money, but he believes that the Village would still have him review them, which would be some cost. OCSA asked if the Village would absorb the attorney cost for the Village's review of the documents. Staton noted the Board has not had that discussion yet and would need to discuss this. Dregne gave an estimate of how much time it may take to review the documents, noting a ball park estimate of 4-5 hours of his time. Staton stated it sounds like OCSA and the Village is close to an agreement, but he noted that OCSA should take some time and meet with the lender and review things with their Board and come back to the Village with the requested materials. Dregne clarified the right of first refusal noting that once the Village relinquishes their rights under the agreement, the property cannot be sold to any other person/group except to the Village until the facility is completed. Dregne stated the Village wants the mortgage to be subordinate to that. Dregne noted once the facility is completed the right of first refusal would go away. Dregne stated once OCSA brings the requested documents back the Village Board would like to review it again and would not make any decision until they can see everything in final form. Staton noted the Board wants to get this done and has taken a lot of time to get where it is currently at. Staton stated the Board is moving forward. Jeff Groenier noted that they will draft the documents and get things going and hopefully get things back to the Village soon.

Bollig questioned when he anticipated getting the documents to the Village. Jeff Groenier hoped to have everything to the Village as soon as possible, shooting for one of the February Village Board meetings. There was discussion of the February Village Board meeting dates. Harms questioned the financing and if the Village would still be involved in. Dregne stated he feels that is a separate issue, noting that the Village would need to handle that at a later date. It was discussed that the Village Board could hold a special Board meeting to help move things along if it were needed. Staton thank OCSA for their time. If a special Board meeting were to be held, the Village Board would need to give an update during a regular Village Board meeting so that it would be televised.

6. **Discussion of Village Board/Staff Participation in “Get off the Couch” Program.** Staton noted that this is being done through community education at the school and it is a community wide activity. It is optional and suggested by Amy Miller the Community Ed. Director. Staton noted that it is approximately \$19.00 and you can have teams of 2-6 people, and to contact him if you need more information or you would like to sign up.
7. **EXECUTIVE SESSION:** The Village Board may adjourn into closed session from time to time during the course of the meeting pursuant to Wis. Stats. §19.85(1)(e) permitting a closed session for deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session for the Agreement with the Oregon Community Sports Arena. **Bollig moved to adjourn in to close session pursuant to Wis. Stats. §19.85(1)(e) at 8:10 pm. Second by Harms. Roll Call: Staton – yes; Poole – yes; Groenier – yes; Harms – yes; Lourigan – yes; Bollig – yes; Way – yes. Motion carried 7-0**
8. **ADJOURNMENT:** **Bollig move to adjourn the Special Village Board meeting at 8:35 pm. Second by Groenier. Motion carried 7-0.**

Respectfully Submitted by,
Tracey Hicks,
Clerk Assistant III