

TOWN OF DELAFIELD BOARD OF REVIEW MEETING
May 24, 2016

Members Present: L. Krause, P. Van Horn, E. Kranick, R. Troy, B. Cooley
Others Present: T. Barbeau, *Town Engineer, 5 citizens*

First order of business: Call to Order
Chairman Krause called the Board of Review meeting to order at 7:00 p.m.

Second order of business: Adjournment
MOTION MADE BY MR. KRANICK, SECONDED BY MR. TROY TO ADJOURN THE BOARD OF REVIEW TO THURSDAY, JUNE 30 AT 7:00 P.M. AT THIS LOCATION.

TOWN OF DELAFIELD BOARD OF SUPERVISORS MEETING

First order of business: Call to Order
Chairman Krause called the meeting to order at 7:00 p.m.

Second order of business: Pledge of Allegiance

Third order of business: Citizen Comments
Richard Hohl, 5373A West Cobblestone Way, Franklin, stated that he has an offer to purchase on lot 17 and would like to talk about the LPSD easement on the lot. On the 17th of May, a 25' easement was signed by LPSD and the Town. He was not informed of this. In speaking with his lawyer, the Town is not able to execute an agreement without his permission. He is going to contest the agreement that was put into place and will consult with his lawyer further. He was just notified of this last Friday and is contesting the verbiage contained in the sanitary sewer lateral easement agreement re: what he can and cannot do.

Gina Gresch, 4693 Village Ct., #1, Nashotah, stated that she is the former City of Delafield clerk/treasurer, and she is running for Waukesha County Clerk. She has 17 years of experience in maintaining the integrity of local government and the election process. She has administered over 45 elections in Wisconsin; coordinated technology innovations, workflow and streamlined processes; is a certified master municipal clerk and State and internationally certified. She is asking for the Town Board's support and vote.

Fourth order of business: Approval of May 10, 2016 Town Board Minutes
MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO APPROVE AS PRESENTED.
MOTION CARRIED.

Fifth order of business: Action on vouchers submitted for payment:

A. Report on budget sub-accounts and action to amend 2016 budget

B. 1) Accounts payable; 2) Payroll
Accounts Payable

MOVED TO APPROVE PAYMENT OF CHECKS #57206 - #57235 IN THE AMOUNT OF \$57,211.91

Payroll

MOVED TO APPROVE PAYMENT IN THE AMOUNT OF \$39,999.65

MR. TROY/MR. KRANICK

MOTION CARRIED

Sixth order of business: Communications (*for discussion and possible action*)

A. Eric J. Larson (5/18/16), Re: Drivers Privacy Protection Act - Release of Public Records - Legal Interpretation

None

Seventh order of business: Unfinished Business

A. None

Eighth order of business: New Business

A. Consideration and possible action on the sale of a fire truck

Mr. Troy stated that Chief Kozlowski has negotiated the sale of the 1994 E-One fire engine to the Village of Neosho in the amount of \$35,000.

MOTION MADE BY MR. TROY, SECONDED BY MR. COOLEY TO APPROVE THE BILL OF SALE AND SELL THE FIRE TRUCK. MR. COOLEY – AYE, MR. TROY – AYE, MR. KRANICK – AYE, MR. VAN HORN – NAY, CHAIRMAN KRAUSE – AYE. MOTION PASSED 4-1.

B. Consideration and possible action on offer to extend guaranty of the roadways in the Woodridge Subdivision Phase I & II for one additional year

Mr. Kranick recused himself from this discussion. Engineer Barbeau stated that Phase I was paved in November of 2014 and the 1st layer of asphalt in Phase 2 was paved last year. The road has settled in many areas, mostly in the sanitary sewer areas as well as in some of the laterals. The highway superintendent is very concerned about the condition of the roads. The developer's agreement states that once the town accepts the roads, there is a one-year guaranty. The Town has not accepted them as of yet due to construction concerns. The final lift of asphalt has not been applied. According to the developer's agreement, Phase I should have already been completed, and we are holding off with Phase II until all road issues have been resolved. Neumann Companies and Super Excavators, Inc. would like to offer the town an additional one year guaranty. After the town accepts the roads, we would have a two-year guaranty. The highway superintendent is of the opinion that this is not adequate, as there are no guarantees that the road will not settle in other areas.

Cory O'Donnell, representing Woodridge Estates, LLC, stated that the requirements of the developer's agreement called for final lift installation of Phase I no later than 11/2015. They were asked to hold off on placement of surface course of asphalt; it has been through the freeze/thaw cycles for two years and has held up fairly well from the repairs that were done in Phase I. With acceptance of the one-year guaranty offer, the roads would be through four freeze/thaw cycles before the warranty would be up on Phase I. If something would take place, it would happen now as opposed to 10 years down the road. Mr. O'Donnell stated that he understands things happen outside of the developer's agreement, but does not know what else could have been done during construction to avoid what has happened. He is of the opinion that it is fair to offer an extended one year guaranty. They will have full responsibility for the roads until 2018.

Peter Schraufnagel, Super Excavators, Inc., stated that sometimes when there is a manhole coming out in three directions, it can be difficult to get the compaction around the manhole. One of the lateral trenches failed during the freeze/thaw cycle, and it was repaired in the spring. When you gravel backfill sewer trenches, (especially the stretch on the north end in Phase I) that were 18-20 ft. deep, there can be some subsidence. Because the project was built in the fall, there were no rains to help settle or compact that out before the pavement and base went down. He assigned a mechanical compaction operator on the equipment 100% of the time. This is unusual for this to happen, and it's happened twice in two different phases, so it is very frustrating. When you use gravel backfill, it usually ensures a good solid trench base. Phase II went through a freeze/thaw cycle and is ready for pavement.

MOTION MADE BY MR. VAN HORN, SECONDED BY MR. COOLEY TO ACCEPT THIS EXTENSION TO THE WARRANTY. MOTION CARRIED.

- C. Request from James Wenninger, N26W30165 Maple Avenue, for an exception to Section 9.14(1) of the Town of Delafield Code

Mr. Cooley recused himself from this discussion. Engineer Barbeau stated that the applicant seeks an exception or modification pursuant to Section 9.14(9)(a) of the Town Code from the lot line separation requirements of the Town Code. Section 9.14(1)(b)3. of the Town Code that states that no accessory building shall be erected so that the building footprint is closer than 15 feet to any lot line, subject to the following exception. In the case of a lot of record, which has a lot width of less than 100 feet, the lot separation shall 15% of the lot width, provided however, that such separation shall not be less than seven and one-half feet. The applicant seeks to rebuild a boathouse that is separated from the west property line by 11.60 feet. The distance from the east wall will not change, the boathouse will be moved back 5 feet from the lake and the width will not exceed 20 feet.

Exceptional Circumstances. *The Town Board finds that exceptional circumstances to Section 9.14(9)(a) of the Town Code have been met in this case for the following reason: The owner will keep the east side of the new boathouse in the same location as the existing boathouse to maintain a straight access from the concrete walkway leading from his patio to the pier without having to go around the boathouse.*

Preservation of Property Rights. *The Town Board finds that preservation of property rights to Section 9.14(9)(b) of the Town Code have been met in this case for the following reasons: The existing boathouse slab has been damage by ice heave. The owner would like to move it further away from the lake in order to reduce damage potential; the proposed new boathouse construction will provide a substantial improvement to the neighborhood by removing a boathouse that is in very poor condition. The new boathouse will improve the aesthetics and allow the owner the same view corridor to enjoy the property; the new construction will add value to the neighborhood.*

Absence of Detriment. *The Town Board finds that absence of detriment to Section 9.14(9)(c) of the Town Code have been met in this case for the following reasons: The exception is consistent with the purposes of the ordinance, as this maintains the health, safety and welfare of the Town and its inhabitants, and it preserves property values; this does not adversely impact risks of fire or adversely affect access by public safety personnel and equipment or risks to public safety personnel, it does not create disturbance from one property to another whether by noise or other cause, or substantially interfere with the passage of light and air between buildings; the exception also preserves the uniform development patterns and preserves property values for the benefit of the Town.*

MOTION MADE BY MR. KRANICK, SECONDED BY MR. TROY TO GRANT THE EXCEPTION AS ALLOWED IN TOWN CODE SECTION 9.14(1)(B)3, TO ALLOW BUILDING OF THE PROPOSED BOATHOUSE AS DISCUSSED IN THE FINDINGS OF FACT. MOTION CARRIED.

- D. Consideration and possible action on approval of sanitary sewer lateral easement on Lot 17 - Plat of the addition to Crystal Spring Park (former fire station lot)

Engineer Barbeau stated that this 6" sanitary sewer lateral easement was extended from an existing sewer that runs from Maple Rd. east/west through a portion of Lot 17 and to the North across Lot 16 to serve properties to the North of the three vacant Town properties. As Lot 18 did not have a sanitary sewer lateral, the Town determined that a lateral should be extended to that site during the demolition of the building. The lateral was installed on Lot 17's property to create an easement before proceeding with the sale. This easement was created after the offer to purchase was accepted. The buyer (Mr. Hohl) is requesting the following changes: installation of a 12' sanitary sewer lateral easement in place of the existing 20' easement and include a stipulation that the owner of Lot 18 has to pay for replacement/repairs to Lot 17's driveway if any damage is caused by having to excavate or repair the sewer.

MOTION MADE BY MR. KRANICK, SECONDED BY MR. COOLEY TO TABLE. MOTION CARRIED.

Ninth Order of business: Announcements and Planning Items

- A. Next Plan Commission Meeting – June 7 (Quorum of Town Board needed for Public Hearing)
- B. Next Park and Recreation Commission Meeting – June 13
- C. Next Town Board Meeting – June 14

Tenth order of business: Adjournment

**MOTION MADE BY MR. COOLEY, SECONDED BY MR. KRANICK TO ADJOURN AT 8:10 P.M.
MOTION CARRIED.**

Respectfully submitted,

Mary T. Elsner, CMC, WCMC
Town Clerk/Treasurer

Minutes approved on: June 14, 2016