



222 Lewis Street
River Falls, WI 54022

(715) 425-0900
FAX (715) 425-0915

**AGENDA
PLAN COMMISSION
September 6, 2016 at 6:30 p.m
City Council Chambers
222 Lewis Street River Falls, WI 54022**

CALL TO ORDER/ROLL CALL

PLEDGE OF ALLEGIANCE

APPROVAL OF AGENDA/MINUTES

NOTE: Minutes of August 2, 2016 Plan Commission Meeting

PUBLIC COMMENTS – Non-Agenda Related Topics

CURRENT PLANNING PROJECTS

1. Final Plat of Knollwood 2nd Addition
2. Storage Unit Facility Discussion

UPDATE AND INFORMATION

3. Special Plan Commission Meeting September 20th
4. City of River Falls Monthly Status Report

ADJOURNMENT

*Council members may be in attendance for informational purposes only.
No official Council action will be taken.*

Post: River Falls Journal, September 1, 2016
Post: City Hall Bulletin Boards September 1, 2016



222 Lewis Street
River Falls, WI 54022

715.425.0900
FAX 715.425.0915

**MINUTES
PLAN COMMISSION
MEETING
Tuesday, August 2, 2016 at 6:30 pm
City Hall – Council Chambers**

CALL TO ORDER/ROLL CALL – Meeting convened at 6:30 pm

Members Present: Dan Toland, Andrew Brown, Lisa Moody, Scott Morrissette, Susan Reese, Todd Schultz, Reid Wronski,

Members Absent: Mary Van Galen,(Excused)

Staff Present: Amy Peterson – *Assistant Community Development Director*, Tony Steiner – *City Planner*, Tyler Galde – *GIS Intern*

Others Present: Ben Fochs

APPROVAL OF AGENDA/MINUTES

Schultz/Moody to approve the Plan Commission minutes of the July 5th meeting - unanimous

PUBLIC MEETING

1. *Ordinance 2016-12 Modifying Chapter 17.104.020 – Administration and Enforcement Section of the Municipal Code Regarding Administrative Relief of Specific Zoning Requirements*

Amy Peterson presented the proposed ordinance change to the Plan Commission. Inevitably instances arise where the zoning requirements applied do not function as intended, or cause issue with future development plans. Typically when interpreting zoning code, interpretation and enforcement is black and white, i.e. 35 foot building height maximum means that the building shall not be built to 36 foot height. At times there are circumstances whether due to topography, irregular property boundaries, equipment height, financial burdens, or other unusual circumstances that requires a variance from the requirements. In the past, staff has required minor variance request to go through the Board of Appeals process, knowing fully that the variance request does not pose an adverse effect to public health, safety and general welfare and will not be injurious to or incompatible with adjacent land owners. This process both increases staff time and administration, as well as draws out process for the applicant.

The administrative relief proposal provides the community and staff with a bit of flexibility, if needed, within the structure of the zoning code. The Department Director will have the discretion to approve 10 percent flexibility in standards or require a Board of Appeal review.

Section 17.104.020(A)(9) will be created to include the following wording:

9. *Upon recommendation of the Zoning Administrator, the Department Director is authorized to grant administrative relief, with or without conditions, not to exceed 10 percent of the applicable requirement/standards set forth in this title, subject to the following:*
 - a. *The administrative relief is consistent with the Comprehensive Plan and is consistent with the Zoning Ordinance.*
 - b. *The administrative relief applies only to setbacks, building height, site coverage, open space and number of parking stall requirements*
 - c. *The administrative relief will not create conditions detrimental to the public health, safety and general welfare or will not be injurious to or incompatible with other properties or land uses in the vicinity*

Plan Commission briefly discussed the merits of the proposed ordinance amendment.

MSC- Morrissette/Schultz to approve proposed Ordinance Modification to Chapter 17.104.020 and forward ordinance to City Council with a favorable recommendation
-Approved 7-1

ADJOURNMENT

MSC Morrissette/Reese to adjourn at 6:50 p.m.

Respectfully submitted,

Tony Steiner, City Planner

Community Development Department

222 Lewis Street
River Falls, WI 54022
715.425.0900
www.rfcity.org



PLAN COMMISSION

September 6, 2016

STAFF REPORT

FILE: Final Plat, Knollwood 2nd Addition

REQUEST: Approval of Final Plat application for Knollwood 2nd Addition

LOCATION: Knollwood Development

APPLICANT/AGENT: Oevering Homes, LLC/ Oranzo Oevering

OWNERS: Oranzo Oevering

PURPOSE: Approval of a final plat for the last phase of Knollwood PUD.

BACKGROUND:

Oevering Homes LLC, has applied for approval of the final plat of Knollwood 2nd Addition.

SURROUNDING ZONING:

- North of the property is UWRF zoned U, University District.
- South of the property is residential development zoned R1, Single Family District and Knollwood Park, zoned P, Park
- East of the property is residential development zoned R1, Single Family District
- West of the property is River Falls Area High School, zoned SZ School Zone

ANALYSIS:

In 2006 the City Council approved the Developer's Agreement and preliminary plat for Knollwood PUD. The final plat of Knollwood First Addition was also approved. The improvements to the first addition were installed and accepted by the City and construction began. In 2008 the economy took a downturn and ownership of Knollwood PUD was transferred to Central Bank of Stillwater MN. Knollwood PUD was subsequently sold to Oevering Homes LLC. The new owner/developer has been building homes in Knollwood 1st Addition and this phase is now approaching full build out. Oevering Homes LLC, would like to record the final plat for Knollwood 2nd Addition, install the public improvements and begin building homes in the second and final phase.

Partial sewer/water infrastructure and preliminary road work was done by the original developer for the second phase when the first phase was constructed in 2006. No public improvements in the second phase have been accepted by the City. The developer will be required to submit a letter of credit per the original developer's agreement and updated construction plans for review and approval by the City Engineer and Utility Director prior to construction of the final phase. At this time the developer is seeking approval of the final plat for Knollwood 2nd Addition. The final plat is in conformance with the preliminary plat approved in 2006.

Final plats are reviewed and certified by the State. Staff recommends that recording of the final plat be subject to the following contingency.

The final plat shall not be recorded until the city has received notice of certification from the State of Wisconsin.

FINDINGS OF FACT AND CONCLUSIONS:

Findings of Fact:

1. The application is complete.
2. The proposed use is permitted within the zoning district
3. According to Section 16.08.030 C.1, *"the final plat shall conform to the preliminary plat."* The final plat does conform to the approved preliminary plat.

Conclusions:

The application has been in accord with the River Falls Municipal Code (RFMC) Chapters 16 and 17. The Final Plat meets all subdivision and zoning requirements.

STAFF RECOMMENDATION:

Staff recommends that the final plat of Knollwood 2nd Addition be forwarded to the City Council with a favorable recommendation subject to the following contingency;

The final plat shall not be recorded until the city has received notice of certification from the State of Wisconsin.

CITY PLAN COMMISSION OPTIONS:

1. Approve the proposed final plat for Knollwood 2nd Addition per staff recommendation.
2. Approve proposed final plat for Knollwood 2nd Addition with modified recommendations.
3. Table the item to a later hearing date with just cause.
4. Do not approve final plat for Knollwood 2nd Addition.

EXHIBITS:

1. Resolution
2. General Location Map
3. Final Plat of Knollwood 2nd Addition
4. Original Developer's Agreement

EXHIBIT 1

**RESOLUTION No. PC16 ____
APPROVING FINAL PLAT OF
KNOLLWOOD 2ND ADDITION**

WHEREAS, Oeivering Homes LLC, has submitted a final plat of Knollwood 2nd Addition for approval; and

WHEREAS, the final plat creates 38 lots for single family detached homes; and

WHEREAS, the Plan Commission reviewed the final plat at their September 6, 2016 meeting and found it to be acceptable.

NOW, THEREFORE, BE IT RESOLVED that the final plat of Knollwood 2nd Addition is hereby approved and forwarded to Council with a favorable recommendation subject to the following contingency.

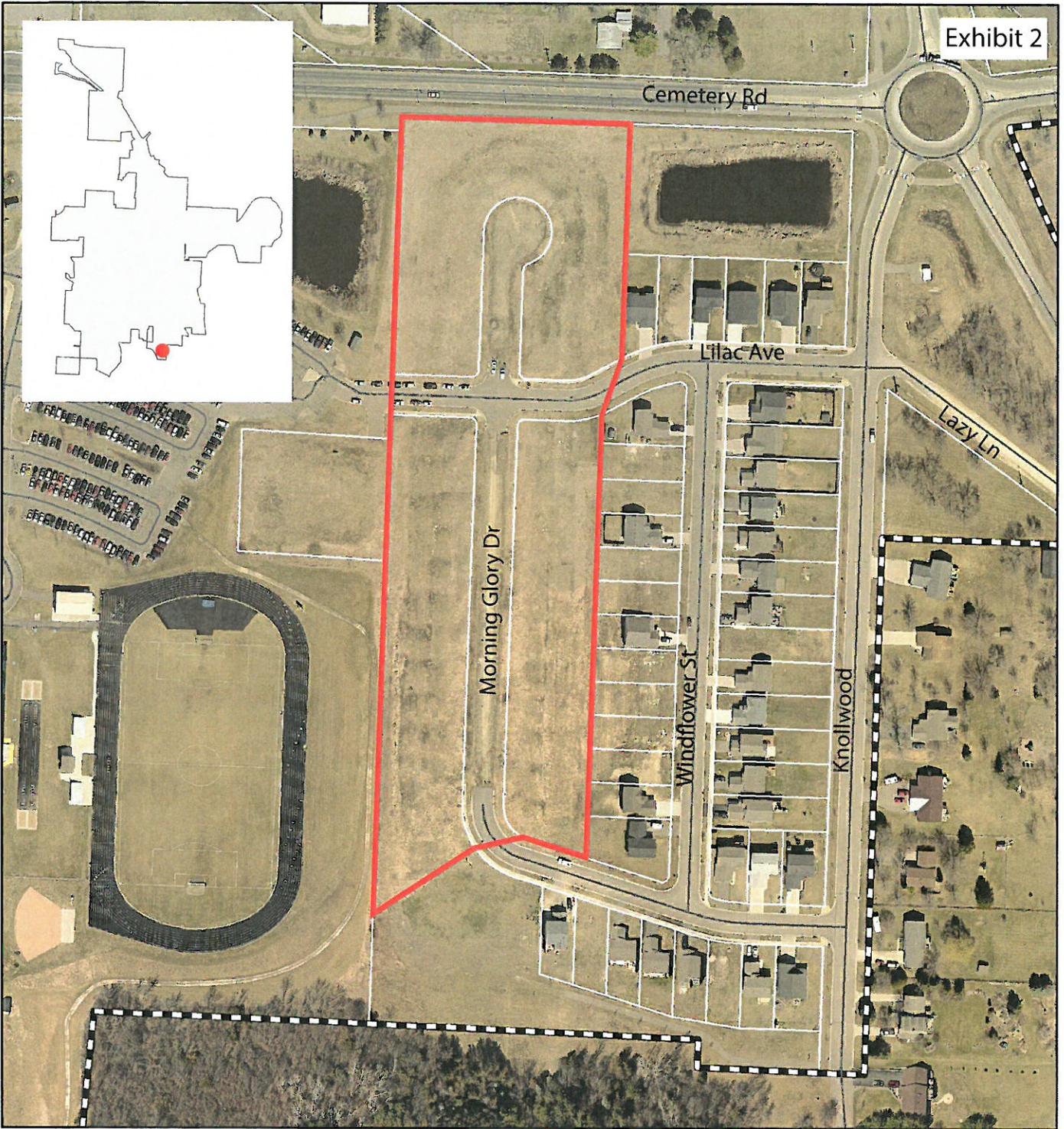
- “The Final plat shall not be recorded until the City has received notice of certification from the State Department of Administration (DOA).”

Dated this 6th day of September 2016

Dan Toland, Mayor

ATTEST:

Lu Ann Hecht, City Clerk



Knollwood 2nd Addition

 2nd Edition Parcels

 Corporate Limits



0 120 240 360 480 Feet

KNOLLWOOD 2ND ADDITION

Located in part of the Northeast Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 18 West, City of River Falls, Pierce County, Wisconsin,
being Outlot 5 of the plot of KNOLLWOOD and Outlots 6 and 7 of the plot of KNOLLWOOD 1ST ADDITION.

SURVEYOR'S CERTIFICATE

I, Charles E. Scholz, Professional Surveyor (and Surveyor, hereby certify that on the conditions and the provisions of Chapter 193 of the Wisconsin Statutes and the Subchapter Regulations of the City of River Falls and under the direction of Gateway Homes, L.L.C., a Wisconsin Limited Liability Corporation, owner of said land, I have surveyed, divided and related KNOLLWOOD 2ND ADDITION, that such plot correctly represents its general boundaries and the boundaries of the lots hereon, and that the plot is located in the Northeast Quarter of the Southwest Quarter of Section 7, Township 27 North, Range 18 West, City of River Falls, Pierce County, Wisconsin and described as follows:

Outlot 5, KNOLLWOOD and Outlots 6 and 7, KNOLLWOOD 1ST ADDITION, according to the recorded plat thereof.

Dated this _____ day of _____, 2016.

Charles E. Scholz, Professional Surveyor (and Surveyor S-202)
Wis. State Surveyor, Inc.
P.O. Box 11
New Richmond, WI 54001

COMMON COUNCIL CERTIFICATION

CITY OF RIVER FALLS
Resolved that the plot of KNOLLWOOD 2ND ADDITION in the City of River Falls, Gateway Homes, L.L.C. owner, is hereby approved by the River Falls City Common Council.

Date: _____ Day: _____

John Bergstrom, Clerk/Treasurer Date: _____

TREASURER'S CERTIFICATION

CITY OF RIVER FALLS
I, John Bergstrom, being the duly elected, qualified and acting Treasurer of the City of River Falls, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments on or _____ 2016 on any land included in the plot of KNOLLWOOD 2ND ADDITION.

John Bergstrom, Clerk/Treasurer Date: _____

OWNER'S CERTIFICATE

As the owner, Gateway Homes, L.L.C., a Wisconsin Limited Liability Corporation, has caused the land hereon to be surveyed and the survey to be filed as required by Chapter 193 of the Wisconsin Statutes, I hereby certify that the plat is required by S.B. 10 or S.B. 1239.17 to be submitted to the following for approval or objection:

City of River Falls
Municipal Department of Administration

in witness WHEREOF, said Gateway Homes, L.L.C.,

a Wisconsin Limited Liability Corporation, has caused these presents to be signed by Charles J. Downing, its Chief Manager.

on _____ day of _____, 2016.

CHARLES HOMES, L.L.C.

Charles J. Downing, Chief Manager

CLERK'S CERTIFICATION

CITY OF RIVER FALLS
I, John Bergstrom, being the duly elected, qualified and acting Clerk of the City of River Falls, St. Croix and Pierce County, Wisconsin, do hereby certify that the Common Council of the City of River Falls, passed Resolution Number _____ on _____, 2016.

Authorizing me to issue a Certificate of Approval of the plot of KNOLLWOOD 2ND ADDITION, Gateway Homes, L.L.C. owner, upon satisfaction of certain conditions, and I do hereby certify that all conditions were satisfied and the approval was granted and effective on the _____ day of _____, 2016.

John Bergstrom, Clerk/Treasurer Date: _____

TREASURER'S CERTIFICATION

COUNTY OF PIERCE
I, Philip Bergstrom, being the duly elected, qualified and acting Treasurer of the County of Pierce, do hereby certify that the records in my office show no unpaid taxes and no special taxes or special assessments on or _____ 2016 affecting the land included in the plot of KNOLLWOOD 2ND ADDITION.

Philip Bergstrom, County Treasurer Date: _____

LOT AREAS & LOWEST BUILDING OPENINGS

LOT	AREA	L.B.O.
01	2,044.30 FT ² / 0.177 ACRES	829.7 FT
02	8,840.36 FT ² / 0.204 ACRES	898.2 FT
03	8,292.02 FT ² / 0.194 ACRES	826.8 FT
04	6,352.02 FT ² / 0.146 ACRES	826.8 FT
05	6,352.02 FT ² / 0.146 ACRES	826.8 FT
06	6,352.02 FT ² / 0.146 ACRES	826.8 FT
07	6,352.02 FT ² / 0.146 ACRES	826.8 FT
08	6,352.02 FT ² / 0.146 ACRES	826.8 FT
09	6,352.02 FT ² / 0.146 ACRES	826.8 FT
10	6,352.02 FT ² / 0.146 ACRES	826.8 FT
11	6,352.02 FT ² / 0.146 ACRES	826.8 FT
12	6,352.02 FT ² / 0.146 ACRES	826.8 FT
13	6,352.02 FT ² / 0.146 ACRES	826.8 FT
14	6,352.02 FT ² / 0.146 ACRES	826.8 FT
15	6,352.02 FT ² / 0.146 ACRES	826.8 FT
16	6,352.02 FT ² / 0.146 ACRES	826.8 FT
17	6,352.02 FT ² / 0.146 ACRES	826.8 FT
18	6,352.02 FT ² / 0.146 ACRES	826.8 FT
19	6,352.02 FT ² / 0.146 ACRES	826.8 FT
20	6,352.02 FT ² / 0.146 ACRES	826.8 FT
21	6,352.02 FT ² / 0.146 ACRES	826.8 FT
22	6,352.02 FT ² / 0.146 ACRES	826.8 FT
23	6,352.02 FT ² / 0.146 ACRES	826.8 FT
24	6,352.02 FT ² / 0.146 ACRES	826.8 FT
25	6,352.02 FT ² / 0.146 ACRES	826.8 FT
26	6,352.02 FT ² / 0.146 ACRES	826.8 FT
27	6,352.02 FT ² / 0.146 ACRES	826.8 FT
28	6,352.02 FT ² / 0.146 ACRES	826.8 FT
29	6,352.02 FT ² / 0.146 ACRES	826.8 FT
30	6,352.02 FT ² / 0.146 ACRES	826.8 FT
31	6,352.02 FT ² / 0.146 ACRES	826.8 FT
32	6,352.02 FT ² / 0.146 ACRES	826.8 FT
33	6,352.02 FT ² / 0.146 ACRES	826.8 FT
34	6,352.02 FT ² / 0.146 ACRES	826.8 FT
35	6,352.02 FT ² / 0.146 ACRES	826.8 FT
36	6,352.02 FT ² / 0.146 ACRES	826.8 FT
37	6,352.02 FT ² / 0.146 ACRES	826.8 FT
38	6,352.02 FT ² / 0.146 ACRES	826.8 FT
39	6,352.02 FT ² / 0.146 ACRES	826.8 FT
40	6,352.02 FT ² / 0.146 ACRES	826.8 FT
41	6,352.02 FT ² / 0.146 ACRES	826.8 FT
42	6,352.02 FT ² / 0.146 ACRES	826.8 FT
43	6,352.02 FT ² / 0.146 ACRES	826.8 FT
44	6,352.02 FT ² / 0.146 ACRES	826.8 FT
45	6,352.02 FT ² / 0.146 ACRES	826.8 FT
46	6,352.02 FT ² / 0.146 ACRES	826.8 FT
47	6,352.02 FT ² / 0.146 ACRES	826.8 FT
48	6,352.02 FT ² / 0.146 ACRES	826.8 FT
49	6,352.02 FT ² / 0.146 ACRES	826.8 FT
50	6,352.02 FT ² / 0.146 ACRES	826.8 FT
51	6,352.02 FT ² / 0.146 ACRES	826.8 FT
52	6,352.02 FT ² / 0.146 ACRES	826.8 FT
53	6,352.02 FT ² / 0.146 ACRES	826.8 FT
54	6,352.02 FT ² / 0.146 ACRES	826.8 FT
55	6,352.02 FT ² / 0.146 ACRES	826.8 FT
56	6,352.02 FT ² / 0.146 ACRES	826.8 FT
57	6,352.02 FT ² / 0.146 ACRES	826.8 FT
58	6,352.02 FT ² / 0.146 ACRES	826.8 FT
59	6,352.02 FT ² / 0.146 ACRES	826.8 FT
60	6,352.02 FT ² / 0.146 ACRES	826.8 FT
61	6,352.02 FT ² / 0.146 ACRES	826.8 FT
62	6,352.02 FT ² / 0.146 ACRES	826.8 FT

CURVE TABLE

CHORD	CENTRAL ANGLE	RADIUS	ARC LENGTH	CHORD LENGTH	CHORD BEARING
C1	80°00'00"	10.00'	18.71'	18.71'	N47°00'41"E
C2	24°13'13"	130.00'	54.47'	56.02'	N70°34'54"E
C3	24°13'13"	30.00'	14.82'	15.37'	N20°17'54"W
C4	30°37'08"	100.00'	66.26'	67.79'	S19°17'32"E
C5	30°37'08"	100.00'	39.26'	39.17'	S23°27'03"E
C6	15°02'18"	110.00'	29.80'	28.83'	S01°51'38"E
C7	80°00'00"	10.00'	18.71'	18.71'	N47°00'41"E
C8	80°00'00"	10.00'	18.71'	18.71'	N47°00'41"E
C9	80°00'00"	10.00'	18.71'	18.71'	N47°00'41"E
C10	250°29'42"	50.00'	29.81'	81.65'	N64°42'27"W
C11	90°00'00"	50.00'	12.31'	11.82'	N37°02'24"E
C12	90°00'00"	100.00'	19.21'	14.14'	N42°02'12"W
C13	20°13'13"	30.00'	13.11'	13.71'	S02°00'41"W
C14	87°30'12"	50.00'	24.96'	52.23'	N44°03'00"E
C15	40°00'00"	30.00'	19.81'	24.29'	N60°28'36"W
C16	20°13'13"	50.00'	14.82'	15.37'	N47°00'41"E
C17	20°13'13"	50.00'	14.82'	15.37'	N47°00'41"E
C18	20°13'13"	50.00'	14.82'	15.37'	N47°00'41"E
C19	20°13'13"	50.00'	14.82'	15.37'	N47°00'41"E

**DEVELOPER'S AGREEMENT
BETWEEN THE CITY OF RIVER FALLS AND
KNOLLWOOD DEVELOPMENT, LLC
FOR
KNOLLWOOD
PLANNED UNIT DEVELOPMENT**

THIS AGREEMENT, made and entered into this 25th day of April, 2006, by and between the City of River Falls, a municipal corporation organized under the laws of the State of Wisconsin (hereinafter called "City") and Knollwood Development, LLC (hereinafter called "Developer").

WITNESS:

WHEREAS, the Developer wishes to enter into an Agreement for Knollwood Planned Unit Development; and

WHEREAS, the Developer has made application for a General Development Plan for the Planned Unit Development to utilize City services and desires to enter into a Developer's Agreement with the City subject to certain terms and conditions; and

WHEREAS, the City desires to enter into the Developer's Agreement and provide for, among other things, the conditions for approval of the General Development Plan, the installation of water, sanitary sewer, storm sewer, paved streets, sidewalks, curb and gutter, landscaping and other utilities as shown on the approved plans; and

WHEREAS, this Developer's Agreement sets out the terms and conditions under which the General Development Plan may be approved and public and private improvements as described above installed to the mutual benefit of both parties.

NOW, THEREFORE, in consideration of the mutual premises and of the mutual promises and conditions hereinafter contained regarding the processes for approval and improvements to be installed, it is hereby agreed as follows:

**ARTICLE I.
DEFINITIONS**

Section 1.1. Definitions. In this Agreement, unless a different meaning clearly appears from the context:

"Agreement" means this contract for a Developer's Agreement by and between the City of River Falls, Wisconsin, and Developer, as the same may from time to time be modified, amended, or supplemented.

"Articles and Sections" mentioned by number only are the respective articles and sections of this Agreement so numbered.

"Capital Cost Contribution" means a monetary contribution from the Developer to the City to pay for their proportionate share of capital costs associated with serving the proposed area of annexation in accordance with Municipal Ordinance 21.67(3)(c)1, for which other capital cost recovery mechanisms such as impact fees or assessments are not available.

"City" means the City of River Falls, Wisconsin.

"Construction plans" means the plans, specifications, drawings and related documents on all construction work to be performed by either the City or the Developer on the development property and installed pursuant to this Agreement. Such plans shall, at a minimum, include sanitary sewer plans, storm sewer plans, street base course, curb and gutter, and street paving design plans, sidewalks, paths and street trees.

"Council" means the Common Council of the City of River Falls, Wisconsin.

"County" means the County of Pierce, Wisconsin.

"Developer" shall include the developer that executes this Agreement, together with any successors or assigns of the same.

"Development Property" means the real property described in Exhibit 1, containing approximately 22.39 acres, which also serves as the area of the Planned Unit Development.

"Drainage Plan" means a document prepared by a registered engineer that contains proof of compliance with storm water regulations. This document will typically provide pre and post-development hydrographs, reservoir reports, outlet structure reports, water quality analysis, infiltration analysis, any off site analysis, storm sewer analysis, and any maps required for these analyses (soils, drainage areas, sewersheds, etc.).

"Improvements" mean public or private infrastructure including but not limited to streets, sidewalks, paths, utility lines, storm water drainage or storage systems as are constructed in or to provide service to the PUD.

"MUTCD" means the latest addition of the Manual on Uniform Traffic Control Devices published by the Federal Highway Administration (FHWA) including any supplements approved by the Wisconsin Department of Transportation (WisDOT).

"Occupancy Permit" means the issuance of the certificate of compliance in accordance with Ch.15.20.030 of the City Code and shall entitle the holder of the certificate to immediate occupancy of the premises and/or the conducting of business thereon.

"Ordinances" or "City Code" means the ordinances of the City in effect as of the date of this Agreement and as amended from time to time into the future.

"OSHA" means the federal Occupational Safety and Health Act.

"Outlot" means a parcel of real property which is not designated for building or occupancy in the plat or which is reserved for open space and common facilities.

"PUD" means Planned Unit Development, as that term is used in Chapter 17.72 of the City Code, which is approved of to be developed in Knollwood.

"PUD Lot" means one of eighty-two (82) lots within the Development Area planned for individual private ownership and the construction of individual residential living units.

"PUD Plan" means the General Development Plan for the development of Knollwood as is approved of under Ch. 17.72 of the City of Code by the City.

"Private Improvements" means those improvements which are intended to be owned by the Developer, its successors and assigns and which may or may not be constructed in compliance with City standards.

"Public Improvements" means those improvements which are intended to be constructed by the Developer in accord with City standards and which will, upon acceptance by the City as being in compliance with those standards, be dedicated to or otherwise conveyed to the City to be operated or used by it on behalf of the general public.

"Public Street Signage" means identification, directional or regulatory signage installed within a public right-of-way by the City.

"Sewer Main" means sanitary sewer mains designed for and operated by the City's utility for the collection and treatment of water-borne waste materials.

"Special Assessments" mean such assessments for the provision of services or construction of municipal improvements as are levied against property in accord with §§66.01701 and 66.0703, Wis. Stats., and Ch. 16.24 of the City Code.

"Specific Implementation Plan" means the plans and specifications developed in accord with Ch. 17.72 of the City Code.

"State" means the State of Wisconsin.

"Storm Sewer" means sewer lines designed to collect ground water runoff originating within the PUD as a result of the construction of structures and public and private improvements.

"Storm Water" means runoff from a rainstorm or melting snow.

"Storm Water System" means those private improvements associated with the collection of storm water which are owned and operated by the Developer, its successors and assigns, including but not limited to storm water drainage ponds and infrastructure.

"Unit" or "Units" means dwellings constructed as principle structures on PUD lots for the purpose of human habitation.

ARTICLE II. REPRESENTATIONS, WARRANTIES AND OBLIGATIONS OF DEVELOPER

Section 2.1 Representations and Warranties by Developer. Developer represents and warrants that:

(a) Developer has received no notice or communication from any local, state or federal officials that the activities of the Developer or the City on the development property may be or will be in violation of any rules, laws or regulations applicable to the Developer.

(b) The Developer hereby warrants and represents to the City as inducement to the City entering into this Agreement, that the Developer owns, in fee title absolute, the property shown on Exhibit 1, attached, which represents the PUD area for the entire property to be under the terms and conditions of this Agreement.

Section 2.2. Obligations of Developer.

(a) In accordance with the policies and ordinances of the City of River Falls, the State Statutes, and the Wisconsin Administrative Code, the Developer shall, at its own expense, construct all improvements as are contained in the PUD. Final construction plans shall be approved

by the City Engineer and the Utility General Manager prior to beginning construction of any improvement. Preliminary construction plans have been reviewed by the City Engineer and Utility General Manager. To the extent that the Developer elects to construct private improvements, including but not limited to streets, sidewalks, utilities and curb and gutter, the construction of which may not meet or exceed City standards, the Developer acknowledges that the City reserves the right, should the Developer or any of its successors or assigns seek to dedicate or otherwise convey the same or any part thereof to the City at any time in the future, to refuse to accept ownership thereof in the name of the public. The responsibility to operate, maintain and repair all private improvements shall remain vested in the Developer, its successors and assigns. Only if it is shown to the satisfaction of the City that any private improvements sought to be dedicated to or conveyed to the City have been constructed in accord with or will be upgraded to meet all City standards as may exist at the time of a proposal to dedicate or convey the same will the City consider accepting the same. However, at all times the City retains the right to reject proposals to dedicate or convey private improvements to it, whether or not they meet City standards applicable at the time of such a proposal. In addition, notice of this reservation of rights on the part of the City shall be recorded against the title to Knollwood. Preliminary construction plans are attached hereto as Exhibit 2 of this Agreement. Final construction plans shall replace preliminary construction plans as Exhibit 2 to this Agreement upon their approval by the City Engineer and the Utility General Manager. Each phase of construction shall be such that the current provisions of Section 16.12.010 of the River Falls Code of Ordinances regarding temporary dead-end streets are complied with. No plans and specifications will be approved that do not comply with the cul-de-sac/dead-end ordinance.

(b) Dedication and granting of easements. The Developer shall grant to the City such easements, in such form as is approved by the City Attorney, as are determined to be necessary by the City to facilitate its ownership, operation, maintenance and repair of City sewer, water mains, storm sewer mains and those of the storm sewer ponds, which are dedicated to the public. All recorded Final Plats of the development property shall include all such easements pertaining to the PUD and said easements shall be granted in perpetuity to the City. Such easements as are granted to the City shall be adequate as to provide to it the ability to operate, maintain and repair all public improvements. If, in the course of maintaining or repairing public improvements, the City shall damage the surface of the land, it shall take steps to reasonably restore the same to its condition immediately prior to said maintenance or repair work. However, the Developer, and its successors and assigns, waive any and all rights to pursue the City, its officers, employees and agents, for any other damages in relationship thereto. No permanent structures shall be built over or upon any easements granted to the City. Irrigation or pet containment systems shall not be installed within the ten (10) foot front yard utility easement. All other improvements, denominated herein as private improvements, shall remain in the possession of the Developer, its successors and assigns and shall not require the creation of easements in favor of the City.

(c) Erosion control. In addition to all other ordinances, the Developer shall construct all improvements in accordance with Chapter 12.16 of the City Code. A Storm Water Management Permit shall be secured and attached hereto as Exhibit 3. The Developer shall also obtain any necessary permits from the State of Wisconsin before beginning site grading.

(d) Trees. The Developer shall plant trees per the Landscape Plans to be approved by the City Forester and attached hereto as part of Exhibit 2. The Developer agrees to install the street trees per the approved plan. The Developer shall notify the City Forester ten

(10) working days prior to planting. Street trees shall be guaranteed for a period of one year from the date of installation and planted to the satisfaction of the City Forester.

(e) Pathways and sidewalks. Ten (10) foot wide pathways and five (5) foot wide sidewalks shall be installed by the Developer at its own expense, as shown in the PUD Plan, which is accepted by the City for this PUD project. Final design of all pathways and sidewalks shall be subject to approval by the City Engineer, and in accordance to the approved final construction plans to be attached hereto as Exhibit 2.

(f) Inspections. The City shall have the right, at such times, for such purposes and at such locations as it deems necessary and appropriate, to inspect the construction of the improvements to ensure compliance with the construction plans, acceptable engineering practices and conformance with the law and City Code. Inspections performed by the City of River Falls shall be at its sole expense. Additionally, the mere fact that the City shall have inspected an improvement and that it did not raise any questions, concerns or note any defects, shall not make the City an insurer of the safety or fitness for purpose of any given improvement. To the extent that any independent testing of improvements may be required of the Developer by the City, the Developer shall pay for such testing by experts approved by the City. The Developer shall provide an inspector who shall be a representative of the Developer's engineering firm. Said person shall provide inspection services during critical construction phases of the facilities. Facilities include but are not limited to, water, sanitary sewer, storm sewer systems, streets and sidewalks.

(g) Knollwood Lane. Knollwood Lane shall be a 36-foot wide face-to-face street centered on a 66-foot wide right-of-way. The Developer agrees to provide an additional 3-foot easement or an additional 3-foot right-of-way on the west side of the right-of-way. This

easement or dedication shall extend to Cemetery Road. This is necessary to provide a 7-foot boulevard in conjunction with a 10-foot wide trail.

Additional right-of-way may be necessary for the construction of a right turn lane onto Knollwood. The developer shall provide the City the necessary right-of-way as determined by the City Engineer.

The developer shall construct approximately 1015' of Knollwood Lane to urban standards from Street D to the southerly limits of the development as an in kind service. In-kind services and materials to be provided by the developer shall include all services and materials necessary to construct a 36' wide collector street in accordance with applicable City standards and policies with the exception that no sidewalk or other such pedestrian facility shall be constructed on the east side of said road. Value of these in-kind materials and services are established as follows:

DESCRIPTION	Unit Cost	Unit	Quant	Total Cost
Traffic Control	\$2.00	FT	1	\$2.00
Erosion Control	\$5.00	FT	1	\$5.00
Clear & Grub	\$2.00	FT	1	\$2.00
Common Excavation	\$21.00	FT	1	\$21.00
12" Sand Lift - 40' wide	\$8.00	FT	1	\$8.00
8" Aggregate Base - 36' wide	\$15.00	FT	1	\$15.00
3.5" Bituminous - 32' wide	\$21.00	FT	1	\$21.00
Curb & Gutter, both sides	\$8.50	FT	2	\$17.00
Turf Establishment	\$5.00	FT	1	\$5.00
5' Concrete Walk w/ base - Both Sides	\$13.00	FT	1	\$13.00
Storm Sewer	\$15.00	FT	1	\$15.00
Engineering/Surveying	\$17.00	FT	1	\$17.00
Construction Staking/ Inspection	\$12.00	FT	1	\$12.00
Trees	\$6.00	FT	1	\$6.00
Signage & Lighting	\$5.00	FT	1	\$5.00
Miscellaneous and Contingencies	\$18.00	FT	1	\$18.00
TOTAL CONSTRUCTION ESTIMATE		FT		\$182.00

In accordance with Section 3.2 (g) of the Annexation Agreement, construction of Knollwood Lane by the Developer as outlined above shall be considered in-kind services provided by the Developer valued at \$184,730. This agreement hereby reduces the

Capital Cost Contribution by the Developer for Knollwood Lane, as identified in Section 3.2 (d)(1) of the Annexation Agreement from \$339,105.00 to \$154,375.

The Developer acknowledges that the City will upgrade Knollwood Lane from Cemetery Road to the southerly right-of-way line of Road D as part of the Cemetery Road/Wasson Lane/Knollwood Lane Reconfiguration project. The Developer understands that the City anticipates upgrading this portion of Knollwood Lane in 2006 and that this portion of that project will be funded by a portion of the Developers \$154,375 Capital Cost Contribution towards upgrading Knollwood Lane. In accordance with Section 3.2 (e)(2) of the Annexation Agreement, Developer understands that costs for these improvements may become payable in 2006, regardless of their development status.

The Developer will maintain traffic flow and access to all properties along Knollwood Lane at all times in a manner acceptable to the City Engineer.

(h) Cemetery Road/Knollwood Lane/Wasson Lane reconfiguration. The Developer acknowledges that development of their property will result in an immediate need to reconfigure the intersections of Cemetery Road, Knollwood Lane, and Wasson Lane. In accordance with the Annexation Agreement Section 3.2(d)(2), the Developer has agreed that their proportionate share of capital costs associated with reconfiguring this intersection is \$75,000 subject to stipulated inflationary adjustments (\$78,151.25 if paid in 2006). The Developer understands that the City anticipates completing this intersection reconfiguration in 2006. In accordance with Section 3.2 (e)(2) of the Annexation Agreement, Developer understands that costs for these improvements may become payable in 2006, regardless of their development status.

The Developer requests that the City incorporate sanitary sewer and water extensions into the Cemetery Road/Knollwood Lane/Wasson Lane Reconfiguration project by extending such services in Knollwood Lane to Road D. All sanitary sewer and water work shall be itemized and with separate unit bid prices that allow for the value of these improvements to be established. Overall project costs including but not limited to engineering, inspection, mobilization and traffic control shall be equally proportioned over the entire project based on percentage of total project cost .

(i) Access. Access to the Development Property from Cemetery Road shall be restricted to Knollwood Lane. The Developer acknowledges that no further or other public or private streets or driveways shall be connected with Cemetery Road. In addition to the requirements that the Final Plats shall include a notation to the effect that no other or further access shall be allowed, the Developer, in its capacity as owner of all of the real estate to be included in Knollwood hereby waives any common law rights of access which they may have to access to Cemetery Road to and from the subject real estate. It further waives any right or expectation of compensation for this understanding. This Agreement shall be binding not only upon the Developer but, additionally, upon its heirs, successors and assigns and shall be recorded against the Developer but, additionally, upon its heirs, successors and assigns and shall be recorded against the title to all real estate included in the Knollwood Sub-division with frontage Cemetery Road.

(j) Flushing of water mains. The Developer shall reimburse the City for the expense of flushing any dead-end water mains created by the development and/or the need to flush any water mains due to customer complaints of stale water. This obligation shall continue until such time as the water mains are looped. Flushing shall be done at the discretion of the City Utility.

Costs shall be charged at the established hourly rate for labor, equipment and water to be estimated for amount of usage.

(k) Snow removal. Snow removal for public streets, pathways, and sidewalks in the right-of-way or public outlots immediately adjacent to the Development Property shall be in accordance with City Ordinance and Policy.

(l) Gymnastics facility. The gymnastics facility will require parking spaces equal to 30 percent of its capacity. Parking will be provided on site and in the school parking lot. The developer and the school district have agreed to the shared use of the school parking lot. The City agrees to allow shared parking to count toward the 30 percent requirement provided an easement is recorded outlining the number of spaces, their location and the days and hours the spaces will be available to the gymnastics club. This Agreement shall be recorded prior to the issuance of a building permit for the facility.

Street D is platted to the westerly property line of the subdivision where it abuts private property owned by the School District of River Falls. The Developer agrees to secure a easement for the City from the School District that provides the ability to turn around at this location. Easement shall provide the City with the ability to construct a cul-de-sac or other turn around conforming to City standards in the future in the event that the existing High School parking lot can no longer be used as a turn around. Said easement shall be in a form acceptable to the City Attorney and City Engineer and be a minimum of 100' diameter and connected to the end of Street D by a minimum 60' easement.

(m) Parkland dedication. Parkland dedication shall be satisfied for the entire development by the dedication of land . The Developer is required to dedicate 2.239 acres of land (10%). The Developer agrees to dedicate 2.239 acres. The developer has agreed to pave a 10-foot

wide pathway into the park. The City will reimburse the developer for the construction cost of the trail, which is estimated to be \$15 per lineal foot. The developer and City agree that the actual construction cost shall not exceed \$ 7000.00.

(n) Slopes greater than 20 percent. The Developer understands and agrees that no grading, filling, construction of any building or structure (on, over or below grade), or cutting down trees (without approval of the City Forester) shall occur on any portion of the Development Property having a slope with a gradient of 20 percent or greater, excluding areas on the approved grading plan and construction drawings.

(o) After completion of the public improvements, Developer shall have its engineer, McComb, Frank Roos and Associates, or its successor, supply the City Engineer and Municipal Utility with a complete set of record drawings, consisting of original plats on Mylar and electronic files within 90 days of completion of each phase. See attached Exhibit 4.

(p) All public and private street signage shall be installed at locations as shown in the approved construction plans, Exhibit 2, by the Developer, prior to the issuance of any occupancy permits. Material, workmanship and installation standards shall conform with the MUTCD and current City practices.

(q) The Developer shall be responsible for any costs associated with the installation of electrical, gas, telephone and cable as required by the provider in the PUD. The Developer shall be responsible for coordinating utility installation work in a manner that does not result in open trenching of any street after placement of aggregate base course on the street.

(r) Other agreements in effect.

a. The Tostrud et al Annexation Agreement in force and affecting the Development Property is attached as Exhibit 6 of this Agreement.

(s) Water and sewer mains. The PUD Plan shall identify those water and sewer mains that are proposed by the Developer to be owned, operated, maintained and repaired by the City. All such mains shall be constructed in accord with the requirements of the City's Utility policy, Exhibit 8. To the extent that water and sewer mains identified on the face of the plat shall be installed beneath a private street or sidewalk or other common space of the PUD, the Developer shall grant to the City an adequate easement for the same.

(t) Liability.

(1) Release of Liability. Developer shall indemnify and hold harmless the City from any and all suits, actions, and claims of every nature and description caused by, arising from or on account of any act or omission of the Developer, or of any other person or entity for whose act or omission Developer is liable, with respect to such construction of the improvements; and Developer shall pay any and all judgments rendered against the City as a result of any suit, action, or claim together with all reasonable expenses and attorney's fees incurred by the City in defending any such suit, action or claim. The Developer shall require that all contractors and other employees engaged in construction of improvements shall maintain such workmen's compensation coverage as is required elsewhere in this Agreement. The City shall be named as an additional insured on any such coverage. The Developer shall also require that its contractors comply with all state and OSHA requirements pertaining to the construction of work in question.

(2) Drainage liability. The Developer shall indemnify and hold harmless the City for any liability the latter may have on account of any change in the nature, direction, quantity, or quality of historical drainage flow resulting from the development of this property or from the construction of streets or storm sewers therein. In addition, the Developer promises to reimburse the City for any and all costs including but not limited to, reasonable attorney's fees, which the City

incurs in acquiring or condemning any rights-of-way or easements which the City is required to acquire or condemn or which the City is held to have acquired or condemned, for drainage as a result of the development of this property.

(3) Real property tax liability. The Developer shall remain liable for and shall fully pay all outstanding property taxes, when due, on land to be conveyed by it to the City for public improvements under this Agreement and shall fully pay all such taxes at or prior to the time of conveyance of the said lands to the City.

(u) Public Roadway. Public roadways shall be clearly signed as closed and and barricaded with Type III barricades in accordance with the MUTCD until such time that the Developer has:

- completed all public improvements therefore except the final pavement wear course
- all castings/valve boxes in street pavement are flush to either the curb grade if in the curb, or the bituminous binder grade, if in the street pavement
- street signage is installed in accordance with the MUTCD and approved plans.

ARTICLE III. OBLIGATIONS OF CITY

Section 3.1. General Development Plan Approval. Commensurate with the signing of this Agreement, the City hereby grants approval, as contained in Exhibit 1, Knollwood Planned Unit Development.

Section 3.2. Utilities and Over-Sizing of Utilities. Over-sizing of water and sewer mains shall be installed in conformity with Title 16 of the Municipal Code, and other existing policies and ordinances of the City obligating the City to pay for that portion of the water main with a diameter in excess of the required standard size needed for this development, and sanitary sewer

with a diameter in excess of eight (8) inches or the standard size needed for this development. The over sizing of water and sewer utilities per City ordinance is for material cost only. Invoices for material used within the development will be used to determine oversize cost of material only. The Water Utility Engineer will also confirm these costs. The City reserves the right to specially assess, in accordance with sections 66.0703 and/or section 16.24 of the Municipal Code, properties which would be served by the over-sizing of the water and sewer mains, including the Development Property. Benefited property for special assessment purposes may include portions of the Development Property.

Section 3.3. Snow Removal. The City will accept responsibility for snow removal of all public streets when the Developer has completed all public improvements therefore except the final pavement wear course, and when all castings/valve boxes in street pavement are flush to either the curb grade if in the curb, or the bituminous binder grade, if in the street pavement. The Developer remains liable for any damage to the street and castings/valve boxes from any source until the final pavement wear course has been installed and the roadway approved and accepted by the City. Developer shall be responsible for snow removal from all sidewalks fronting lots under their ownership in accordance with City Ordinance.

Section 3.4 Utility Installation. The City shall coordinate the installation of electrical, gas, telephone, and cable to the property with regards to locations of facilities within dedicated public rights of way and easements.

**ARTICLE IV.
INSURANCE AND LETTER OF CREDIT**

Section 4.1. Insurance.

(a) Developer shall provide and maintain or cause to be maintained at all times during the process of constructing the improvements, and, from time to time at the request of the City, it shall furnish the City with proof of payment of premiums on:

(1) Comprehensive general liability insurance or its equivalent, including operations, contingent liability, operations of subcontractors, completed operations and contractual liability insurance, together with an owner's contractor's policy or its equivalent with limits against bodily injury and property damage of not less than one million dollars (\$1,000,000.00) for each occurrence (to accomplish the above required limits, an umbrella excess liability policy may be used); and

(2) Worker's compensation insurance, with statutory coverage according to the laws of the State of Wisconsin.

(3) Should Developer or Developer's contractor choose blasting as a means of rock removal, standards imposed by the State of Wisconsin shall be met. All permits required for insurance shall be filed with the City Clerk prior to actual work. Insurance shall be for a minimum of one million dollars per occurrence. The City Building Inspector shall jointly inspect and document the condition with the Developer's Engineer of all basements within a 600-foot radius of the initial point of blasting prior to the commencement of said blasting. The Developer shall be responsible for paying all costs associated with this inspection. Developer shall be responsible for any damage occurring to any structure, utility line or service, or any other consequential damage due to the blasting.

The policies of insurance or their equivalent required pursuant to clauses (1), (2) and (3) above shall be in form and substance satisfactory to the City Attorney and shall be placed with financially sound and reputable insurers licensed to transact business in the State.

Certificates of insurance acceptable to the City shall be filed with the City prior to commencement of the work. These certificates shall contain a provision that the coverage afforded under the policies shall not be cancelled unless at least fifteen (15) days prior written notice has been given to the City. The certificate of insurance shall include the City as additional insured under the General Liability policy.

Section 4.2. Letter of Credit.

(a) An irrevocable letter of credit approved by the City Attorney shall be submitted by the Developer for all public improvements that are required to be installed in accordance with the construction plans prior to requesting final plat approval for any phase of the development. In lieu of a letter of credit, the Developer may submit a performance bond from a reputable bonding institution. The amount of the bond or letter of credit shall be in the amount of 15 percent of the value of completed public improvements plus 125 percent of the value of the outstanding public improvements including erosion control on a phase basis as determined by the City Engineer. Letters of credit or bond shall be valid for a two year period of time and shall be renewed annually to provide that it remain in effect throughout the entire public improvement warranty period for the improvements it secures.

**ARTICLE V.
PUD APPROVAL**

Section 5.1. The Developer shall be entitled to record a final plat for the Knollwood PUD subject to compliance with all of the requirements of Ch. 17.72 of the City Code, approval of this Agreement and approval of a Specific Implementation Plan.

Upon approval of and the recording of the PUD plat and performance of the Developer's responsibilities under this Agreement, the sale of units shall be authorized. However, building permits shall be issued for PUD lots only if the following conditions have been met within the phase that building permits are being applied for:

- (1) Specific Implementation Plan and the final plat have been approved.
- (2) Streets are constructed through the aggregate base course.
- (3) Rough grading of the site shall be such that the ground elevations are in conformance with the elevations indicated on the approved construction plans.
- (4) All drainage easements on the site shall be graded in accordance with the approved Construction Plans, and shall have permanent or temporary erosion and /or sediment control measures in place as indicated on the approved construction plans.
- (5) All components of the storm water system shall have been completed in accord with the approved construction plans, with either temporary or permanent erosion and sediment control measures installed in accord with said Plans.
- (6) All ponds and other storm water facilities to which storm water from the site flows shall be completed in accordance with the approved construction plans, and shall have permanent and temporary erosion and sediment control measures in place as indicated on the approved Plans.

Certificates of Occupancy shall be issued for PUD units only after curb and gutter, sidewalks and trails and other private improvements, together with the City water and sewer service and streets, consisting of bituminous base and binder have been constructed. Issuance of Certificates of Occupancy shall not excuse the Developer from completion of any required Improvements.

If Public Improvements have not received final acceptance from the City within 24 months after final plat is recorded, the City shall suspend issuance of building permits for initial construction on lots within the development until the City grants final acceptance of public improvements.

The Developer shall have five (5) years from the date of this Agreement in which to complete all projected phases of development of the PUD. It may, nonetheless, request of the Common Council that it provide up to a five (5) year extension to said time period, if said request is made prior to the expiration of said initial time period. Extension of said time period shall be vested in the sound discretion of the Common Council. Modifications to the PUD plan shall be subject to review and approval or rejection by the City, as is provided for in Ch. 17.72 of the City Code. Failure to complete all phases of development of the PUD within the designated time period, barring the grant of an extension by the City, shall cause all further development of the PUD to be terminated and the Developer shall be required to resubmit a plan in accord with Ch. 17.72 of the City Code for initial approval as to such further development.

ARTICLE VI. MISCELLANEOUS

Section 6.1. Faithful performance of construction contracts. The Developer hereby agrees to fully and faithfully comply with all terms of any and all contracts or subcontracts entered into by the Developer for the installation and construction of all public improvements that are its responsibility, and hereby guarantees the workmanship and materials so used for a period of 18 months following the City's final acceptance of the public improvements that are the responsibility of the Developer and agrees to repair or replace, as directed by the City, and at Developer's sole cost and expense, any workmanship or materials that was or becomes defective, in the sole opinion of the City, within said 18 month period, even though notice thereof be given by the City after said

eighteen month period. The Developer acknowledges that by requesting approval of final plat prior to acceptance of public improvements that the Developer accepts full responsibility for any damages to public improvements caused by others including lot owners and homebuilders prior to acceptance of public improvements by the City and Utilities. Such damage may include but is not limited to cracked or sunken sidewalks or paths, cracked or sunken curb and gutter, grading, filling or tracking within public drainage ways, easements, or outlots, sediment deposits in drainage facilities and or roadways, removal, damage or alterations of site erosion and sediment control practices and Utility owned facilities. The Developer may, at their own option, enter into private agreements with others regarding responsibility for such damage.

Section 6.2. Transfer of Title. In the event that the Developer shall sell, transfer title to or lease any lot or other property or structures within the PUD prior to all of its responsibilities as to the construction of improvements having been completed, it shall do so only after having deposited with the City a letter of credit or surety bond in accord with §4.2, above, to guarantee its faithful performance hereunder and installation of all required improvements in accord with this agreement, all applicable City ordinances and Ch. 236, Wis. Stats.

Section 6.3. Binding Agreement. The terms and conditions hereof shall be binding upon and inure to the benefit of the successors and assigns of the parties hereto, and shall be binding upon all future owners of all or any part of the PUD and shall be deemed covenants running with the land. This Agreement, or a short form thereof, to be executed by the Developer, at the option of the City shall be placed on record so as to give notice hereof to subsequent purchasers and encumbrancers of all or any part of the PUD, and all recording fees, if any, shall be paid by the City.

Section 6.4. Notices. Whenever in this Agreement it shall be required or permitted that notice of demand be given or served by either party to this Agreement to or on the other party,

such notice or demand shall be delivered personally or mailed by United States Certified Mail (Return Receipt Requested) to the Developer, c/o Bob Hannaman, Project Manager, Knollwood, 3600 American Boulevard West Suite 130, Minneapolis, Minnesota 55431 and to Planning Director, at City Hall, 123 East Elm Street, River Falls, Wisconsin 54022.

Section 6.5. Disclaimer by City. It is understood and agreed that the City, the City Council, and the agents and employees of the City shall not be personally liable or responsible in any manner to Developer, or Developer's contractors, subcontractors, material men, laborers, or any other person, firm, or corporation, for any debt, claim, demand, damages, actions or causes of action of any kind or character arising out of or by reason of the execution of the improvements. Provided, however, this paragraph does not absolve the City of the tortious acts that may be committed by the agents of the City, subject to any municipal defenses that may be available.

Section 6.6. Hold Harmless and Indemnification Agreement. The Developer shall indemnify and hold the City, its officers, employees and agents harmless from any and all claims, damages, injuries, losses or expenses, including but not limited to attorneys fees which may arise from or out of its performance of or in consequence of its performance, of that of its contractors and their subcontractors under the terms and conditions of this Agreement together with obtaining any and all material or labor liens for work performed, as may be required by the City. This indemnification shall extend to all negligent and intentional acts and omissions as well as to any and all payments, debts or obligations entered into by or required of the Developer with respect to the provisions of supplies, materials or labor incorporated into any of the construction of improvements required of the Developer under this Agreement and performed by contractors or their subcontractors.

Section 6.7. Remedy for Default. Default by the Developer of any of the terms of this Agreement shall automatically result in the suspension or withholding of all permits, licenses, occupancy certificates or other authorizations issued by the City in connection with the property included in this PUD. The remedies afforded to the City under this section shall be in addition to any other remedies to which the City may be entitled by law or other Agreement.

Section 6.8. No Additional Waiver Implied by One Waiver. In the event any provision contained in this Agreement should be breached by any party and thereafter waived by any other party, such waiver shall be limited to the particular breach so waived and shall not be deemed to waive any other concurrent, previous or subsequent breach hereunder.

Section 6.9. Acceptance of Public Improvements. Following project completion, the Developer's Engineer shall initiate the acceptance of those public improvements through written certification to the City Engineer and Utility General Manager that all public improvements are complete and constructed in accordance with the approved construction plans except as clearly noted on record drawings accompanying the written certification. An inspection by City and Utility personnel will be conducted within 10 working days of receiving written certification. Inspections are only scheduled between April 1 and November 15 of each year and working days to respond shall be suspended outside of this timeframe. A punch list of observed deficiencies will be sent to the Developer's Engineer within 15 working days of receiving written certification. Written recertification by the Developer's Engineer that all deficiencies have been corrected shall be provided to the City Engineer and Utility General Manager within two months of initiating acceptance or the list will become null and void, and a new list will be prepared. Such a recertification by the Developer's Engineer shall be processed in accordance with the same timelines as the original written certification. If no deficiencies are found, consideration of a

resolution accepting the public improvements will be scheduled for the upcoming Utility Commission meeting, and when accepted, scheduled for the upcoming City Council meeting. Adoption of a resolution by the City Council shall serve as the Certificate of Completion and acceptance of public improvements. The warranty period shall begin on the date of adoption of such a resolution. Such Certificate of Completion shall be a conclusive determination of satisfaction and completion of the public improvements, which are the responsibility of the Developer. Such Certificate of Completion shall not constitute evidence of compliance with or satisfaction of any obligation of Developer to any holder of a mortgage, or any insurer of a mortgage, securing money loaned to finance the improvements, or any part thereof.

Section 6.10. Short Form Recordable. A short form of this Agreement may be prepared and recorded by the City against the real estate included in the PUD so as to place all purchasers on notice of its contents. In addition, the City may cause to be recorded against said title an instrument describing the limitations on its responsibilities to operate, maintain, repair and accept dedication of or ownership of the private improvements identified in this Agreement.

Section 6.11. Governing Law and Venue for Dispute Resolution. Both as to interpretation and application, this Agreement shall be interpreted under the laws of the State of Wisconsin and the venue for resolution of any disputes arising hereunder shall be in the Circuit Court for Pierce County.

Section 6.12. Release of All Oral or Written Agreements. Upon the signing of this Agreement, all prior oral and written Agreements between the City and Developer are terminated and released as this document contains the complete Agreement between the parties with respect to the development property and construction of the minimum improvements.

**ARTICLE VII.
GRIEVANCE PROCEDURE**

In the event Developer disagrees with the City's requested changes or additions in the minimum improvements such that a Certificate of Completion should not be issued, then each party shall, within five days of written notice of disagreement of either, select a competent and disinterested arbitrator. The two arbitrators so named shall select a third arbitrator, or if unable to agree within ten days, then upon the request of the City or Developer such third arbitrator shall be selected by a judge of a court of record in the county and state in which such arbitration is pending. The arbitrators shall then hear and determine the question or questions so in dispute, and the decision in writing of any two arbitrators shall then be binding upon Developer and the City, each of whom shall pay his or its chosen arbitrator and shall bear equally the expense of the third arbitrator and all other expenses of the arbitration. Unless the parties otherwise agree, the arbitration shall be conducted in Pierce County, Wisconsin, and in accordance with the usual rules governing procedure and admission of evidence in courts of law.

IN WITNESS WHEREOF, the City and Knollwood Development, LLC has caused this Agreement to be duly executed in its name and behalf and on the date first above written.

CITY OF RIVER FALLS

By Don Richards
Don Richards, Mayor
Attest:

Julie Bergstrom
Julie Bergstrom, City Clerk

Carl Gaulke
Carl Gaulke, Utility General Manager

Knollwood Development, LLC

By Lynn Giovannelli
Lynn Giovannelli, Vice President



PLANNING DEPARTMENT

222 Lewis Street
River Falls, WI 54022

(715) 425-0900
FAX (715) 425-0915

PLAN COMMISSION

September 6, 2016

STAFF REPORT

PURPOSE: Plan Commission discussion of storage units in the City of River Falls.

There has been an increase of calls to staff inquiring about the development of storage unit facilities in the City of River Falls. In an effort to better understand the Plan Commission's thoughts and direction regarding these facilities, staff is providing background information and will facilitate a discussion.

The first part of the discussion will focus on storage facilities as a use in the City from a general perspective. Is our current zoning providing us the location for this use that we want as a City? Is the Plan Commission looking for higher architectural and landscaping standards for these facilities when they are located in or near the City? The second part of the discussion will focus on the extraterritorial area of the City at the SE corner of Cemetery Road and Wasson Lane. Specifically, is there interest by the Plan Commission to entertain a special use permit for storage units at that location, or further, at any commercial zoned location in the City? Below is some background information and analysis; staff looks forward to your discussion and direction.

BACKGROUND:

Zoning – Currently, storage units are not specifically defined in our zoning code. In the past staff has categorized them under the “warehousing” definition of the code. By that classification, they are an allowable use in the I1 and I2 Industrial zoning districts. They are allowed by special use permit in the B3 Highway Commercial District. Exhibit 1 shows the areas of I1, I2 and B3 in the City. Exhibit 2 is the Extraterritorial Zoning Map, showing where there may be potential for storage units in Commercial and Industrial zoned areas.

A closer analysis shows the majority of the Industrial zoned areas in the City are in business parks where covenants apply and the Economic Development Commission has more control over uses. There are a few areas that are zoned industrial and are not part of business parks; those would be open to storage unit development at this time. Most of those areas already have development on them, so that economics would most likely prohibit demolition and redevelopment of storage units at this time.

Current Facilities - There is one location within the City limits, located in the River Falls Industrial Park, River Falls Mini Storage operates on 1.4 acres. Originally built in 1996 with 24 units, it appears that additional units were added on at some point in time. There are two facilities located adjacent to the City limits, one on just under 6 acres on Hwy 65 and the other 1.5 acres on Cemetery Road.

Increasing demand – Staff is receiving increased calls, indicating a demand for storage units in the River Falls vicinity. Most recently the 1.57 acres for sale at the SE corner of Cemetery Road and Wasson Lane has been proposed for storage units. Staff provided the interested purchaser with information on Annexation and the Special Use Permit process as the potential process for the future use of storage units at that location. The current property owners and the prospective purchaser are interested in knowing more about the Plan Commission’s thoughts about storage units at that location.

Building style, site plans, landscape – Exhibit 3 shows a number of styles of storage units. Staff is advocating for a higher architectural style of building, for future storage facilities in the City. Increased landscaping and screening is also a priority for these future sites.

SE Corner of Cemetery Road and Wasson Lane – Currently in the City’s extraterritorial jurisdiction. Zoned Highway Commercial (C), permitted uses include:

- Establishments serving food and drink;
- Theaters, drive-in theaters and places of amusement, assembly or recreation, (including dance halls, meeting halls, reception halls and auction halls and private ball fields in the River Falls Township);
- Motels, tourist courts and inns;
- Automobile, marine and recreational sales and service;
- Retail lumber, building materials and supplies, equipment rental or repair;
- Shopping centers, specialized retail;
- Special and personal services, professional offices;
- Veterinary clinics, animal hospitals;
- Uses clearly similar in character to those listed above;
- Uses customarily incidental to any of the above.

SURROUNDING ZONING:

At the SE corner of Cemetery Road and Wasson Lane:

- **Commercial/mobile home/university to the north**
- **Single family residential and school zone to the west**
- **Single family residential and commercial to the south (Pierce County)**
- **Storage units and Multi-family to the east**

ANALYSIS:

While storage facilities may be a need in today’s society, staff holds that it typically is not the highest and best use of valued property in the City, both from a monetary value perspective and a neighborhood atmosphere perspective.

Below is a simple value comparison of storage facility use vs. a commercial/office/distribution use. Improvement value on a square foot basis of the storage facility is \$19.83/sqft.; whereas the value of the commercial/office/distribution is \$32.36/sqft.

Value comparison –

Business	River Falls Mini Storage	Salon Only Sales
Address	258 Summit St	576 Troy Street
Acres	1.437	1.9
Improvements	Approx. 35 storage units; 4 bldgs; Approx. 13,000 SQFT	Approx. 19,000 SQFT commercial/office/distribution
Land Value	\$117,000	\$142,500
Improvement Value	\$257,800	\$615,000
Total Value	\$374,800	\$757,500
Value per SQFT	\$19.83	\$32.36

SE Corner of Cemetery Road and Wasson Lane – Ideally, staff would prefer to see multi-family housing or light office/service on this site. The property owners are concerned because there has not been much interest in the property. There is currently a \$60,000 outstanding water/sewer assessment by the City on the parcel as well.

EXHIBITS:

1. Zoning Map with I1, I2 and B3 zoned areas highlighted
2. ETZ Map with Commercial and Industrial zoned areas highlighted
3. Architectural pictures of storage unit facilities



CITY OF RIVER FALLS OFFICIAL ZONING MAP

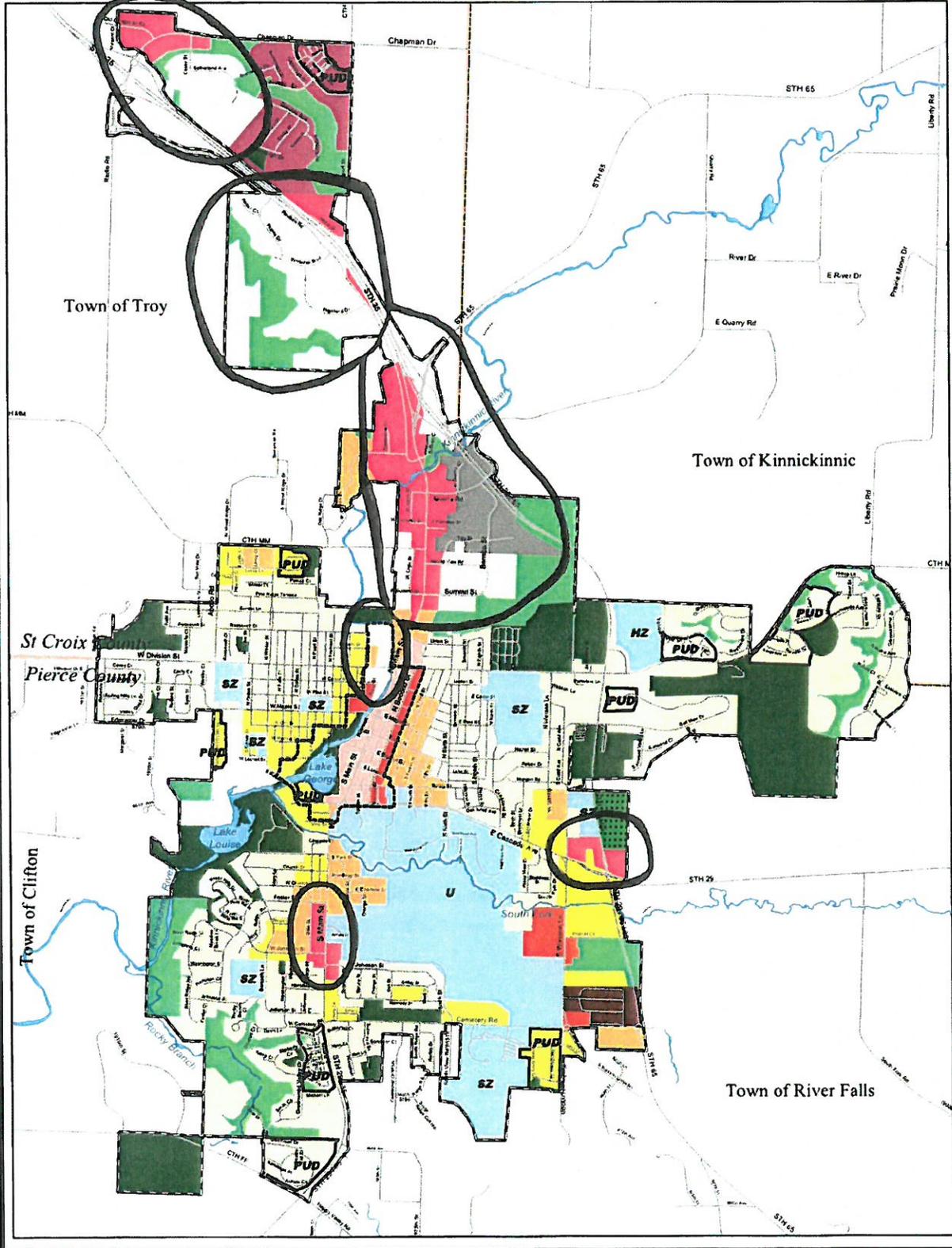


Certified:
City Clerk, Lu Ann Hecht

Date: _____
November 25, 2014 ORD 2014-11

- | | | |
|--|-------------------------|--------------------------------|
| R1 - Single Family Low Density | B3 - Highway Commercial | HZ - Hospital Zone |
| R2 - Multiple Family Medium Density | I1 - Industrial | SZ - School Zone |
| R3 - Multiple Family High Density | I2 - Heavy Industrial | PUD - Planned Unit Development |
| MHP - Mobile Home Park | A - Agriculture | Downtown Overlay District |
| TND - Traditional Neighborhood Development | C - Conservancy | City Limits |
| B1 - General Commercial | P - Park | Township Boundaries |
| B2 - Limited Commercial | U - University | |

NOTES:
 1. The Common Council may amend the Official Zoning Map. Any ordinances and/or resolutions reflecting revisions that are adopted after the most recent map date shown become a part of the Official Zoning Map.
 2. The Official Zoning map is considered the official version when it has been certified as correct and contains the signature of the City Clerk. If the City Clerk's signature does not appear on this map, it is not an official version. The most recent official version of the Official Zoning Map is kept on file in the City of River Falls Community Development Division.
 3. Any questions regarding specific zoning issues should be directed to the City of River Falls Community Development Division, 222 Lewis St., Suite 212, River Falls, WI 54022.





0 0.225 0.45 0.9
Miles

Certified _____
City Clerk, Lu Ann Hecht

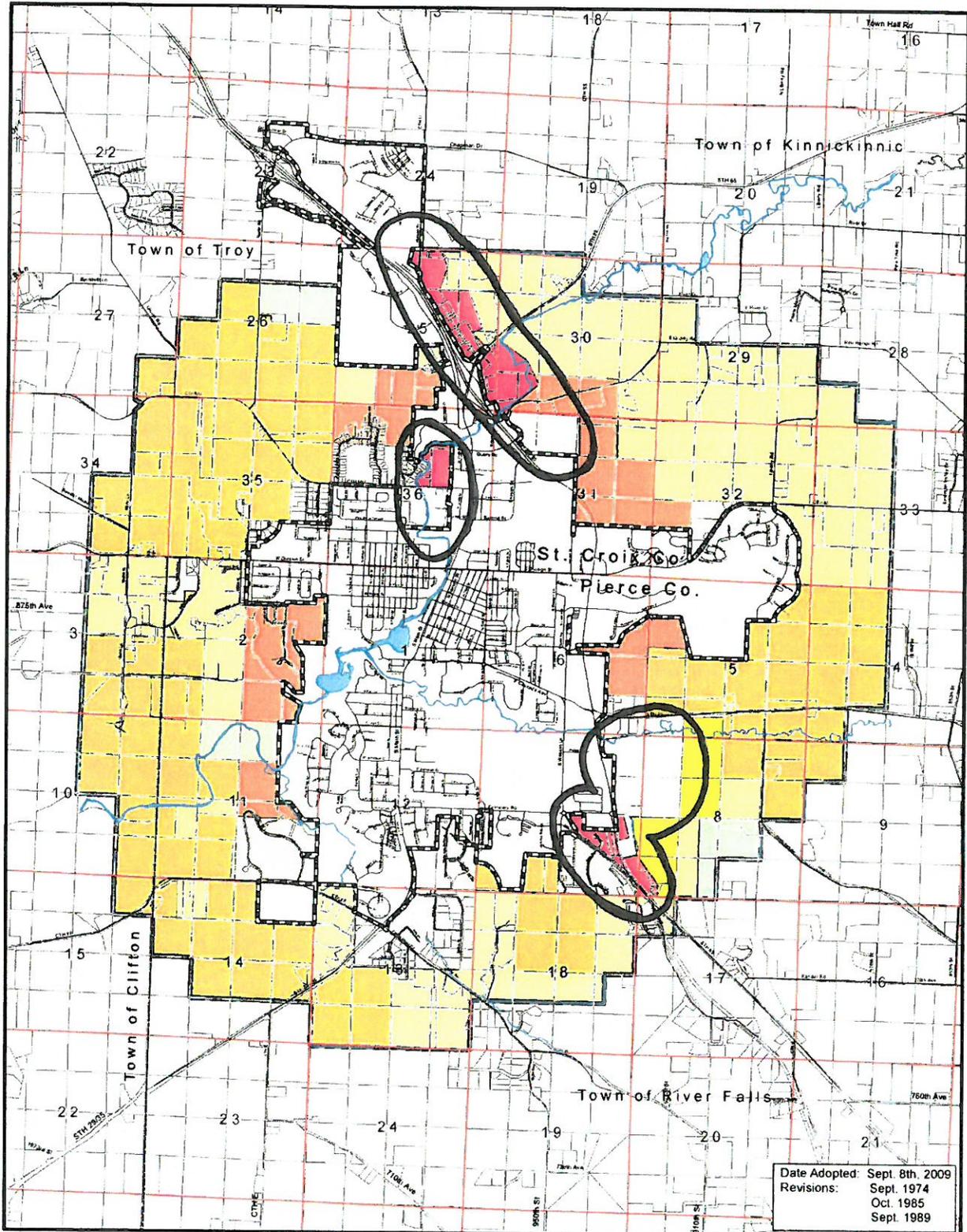
Date: _____
Sept. 9, 2013 ORD 2013-02

CITY OF RIVER FALLS
**EXTRATERRITORIAL
ZONING MAP**
Pierce & St. Croix Counties, Wisconsin

Agriculture	Single Family	Corporate Limits
Exclusive Agriculture	Multiple Family	Township Boundary
Commercial	Residential Suburban	Extraterritorial Zone
Industrial	Conservancy	

NOTES:

1. The Common Council may amend the official Extraterritorial Zoning map. Any ordinances and/or resolutions reflecting revisions that are adopted after the most recent map date shown become a part of the official Extraterritorial Zoning map.
2. The official Extraterritorial Zoning map is considered the official version when it has been certified as correct and contains the signature of the City Clerk. If the City Clerk's signature does not appear on this map, it is not an official version. The most recent version of the official Extraterritorial Zoning map is kept on file in the City of River Falls Engineering Department.
3. Any questions regarding specific zoning issues should be directed to the City of River Falls Planning Department, 222 Lewis St. Suite 212, River Falls, WI 54022.



Date Adopted: Sept. 8th, 2009
 Revisions: Sept. 1974
 Oct. 1985
 Sept. 1989

Architectural Style of Storage Units





Community Development Department

222 Lewis Street
River Falls, WI 54022
715.425.0900
www.rfcity.org



PLAN COMMISSION

September 6, 2016

STAFF REPORT

Special Plan Commission Meeting -Spring Creek Estates 1st Addition PUD

The City has received an application for a Planned Unit Development from the developers of Spring Creek Estates. The developer would like to begin construction this year in order to have lots ready by late spring of 2017. The City has agreed to begin the PUD process as soon as possible in order to move the process along. This means we will have a Public Hearing on the General Development Plan on Tuesday September 20th. It has been a while since the City has reviewed a Planned Unit Development and most Plan Commission members are not familiar with the process. Below is a timeline for the General Development Plan and a tentative timeline for the Specific Implementation Plan. Staff looks forward to any questions you may have about the process and this project.

General Development Plan Timeline

1. August 25, 2016: The application and supporting materials is submitted to the City by 5:00 p.m.
2. August 26, 2016: Plans are circulated to departments for comment.
3. September 1, 2016: Public hearing notice is sent to River Falls Journal for publication.
4. September 6, 2016: Public hearing notices are sent out to property owners within 300 feet of proposed PUD.
5. September 8, 2016: Public hearing notice is published in the River Falls Journal.
6. September 9, 2016: Comments from departments are due no later than 12:00 p.m
7. September 12 thru 16, 2016: Staff prepares Plan Commission report and recommendation.
8. September 16, 2016: Plan Commission agenda is sent out.

9. September 20, 2016: Plan Commission holds public hearing. Plan Commission makes a recommendation to Council or defers action pending further information.
10. September 27, 2016: Council approves/denies or refers back to Plan Commission for further review.
11. September 27, 2016: General development plan approved. Specific implementation plan is submitted thereafter and process begins again. Below is a timeline for approval of the Specific Implementation Plan. The timeline is predicated on the fact that the PUD is submitted on or before October 3, 2016.

Tentative Timeline for Specific Implementation Plan

1. October 3, 2016: The application and supporting materials is submitted to the City by 5:00 p.m.
2. October 4, 2016: Plans are circulated to departments for comment.
3. October 11, 2016: Comments from departments are due no later than 12:00 p.m
4. October 11 thru 14, 2016: Staff prepares Plan Commission report and recommendation.
5. October 14, 2016: Plan Commission agenda is sent out.
6. October 18, 2016: Plan Commission reviews SIP. Plan Commission makes a recommendation to Council or defers action pending further information.
7. October 25, 2016: Council approves/denies or refers back to Plan Commission for further review.
8. October 25, 2016: Specific Implementation Plan Approved. approved.

City of River Falls Monthly Status Report

Department Name: Community Development

Reporting Period: 8/1/2016

Department Projects and Status

Name of Project	Completed	In Progress	Delayed	Updates
Planning & Development				
Housing Authority	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff continues to work with and assist the Housing Authority as needed.
Kinni Corridor Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Contract signed by SEH, 1 st mtg set for Sept. 1 st to start work on engagement plan.
Park Master Plan	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Projects are in the current version of the CIP, per implementation recommendations.
Power Plant Substation Discussion	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	A draft site plan was reviewed by staff amendments were recommended.
Department Budget	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Finance Dept is reviewing budgets
SLUC	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Attending when the topic is pertinent.
DNR Trail Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The trail will be designed in 2016 and built next year. Our contract requires the project to be finished by 2018. Staff has met with contractor and reviewed preliminary trail layout. The City has signed contracts with the state and feds for grant funding.
DOT Tap Grant	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The city's application for funds to construct a pedestrian bridge on railroad abutments across the Kinni has been submitted. We have received word that it is currently under review. We expect to have a decision from the DOT later this year. A decision on the status of the grant is expected in late Summer – September/October
South Main Street Corridor Study	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan Commission planning workshops continue on this project. Our next meeting is September 6 th .
Wisconsin Historical Society Grant for National Register Nomination	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	The City's grant application for funds to be used to produce a National Register of Historic Places nomination for the Glen Park Swinging Bridge was approved. We have selected a consultant, Heritage Research LTD. The project must be completed by August of 2017.
Site Plan Review	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	There are a number site plans submitted for review: - WinField Solutions Mann Valley site plan has been approved. Their next step is a building permit. - WinField Solutions Sterling Ponds site plan has been reviewed

				assessments for sewer and water. Staff will continue to meet with owner to discuss issues. No formal request for annexation has been made as of this date.
Knollwood 1st Addition	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Plan Commission is reviewing the final Plat of Knollwood 1st Addition on September 6th. Council review will follow. The developer hopes to have lots available for construction by next spring/summer.
Parks & Recreation				
Pool Operations	<input checked="" type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	The pool is closed for the season. It was a smooth summer at the pool, with no major incidents to report.
Park & Rec Fee Study	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Waiting for classes to be completed for this year's review.
Fall classes	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Staff is inputting the fall class schedule; registration to begin soon.
Building & Inspection				
Permitting	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	See the department dashboard for building permit totals.
Upgrade Rental Renewal System	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Converting system from word/excel to Munis for greater efficiencies. Conversion will be completed by the end of September.
Code Enforcement	<input type="checkbox"/>	<input checked="" type="checkbox"/>	<input type="checkbox"/>	Continue to receive complaints concerning tall grass & weeds, garbage issues, rental properties, abandoned vehicles, and sign enforcement.

Comments/Announcements:

- Recreation programs have registered 2826 participants in spring/summer/fall programs and received \$103,328 in revenues since registration started. Registration online is at 77% versus the calls/mailings or walk in.
- Recreation staff completed the Bicycle Friendly City Application by August 16th and we will hopefully know in the next month if we continue with the Bronze level which was awarded three years ago.
- Tri-Angels 5K fun run was held on Saturday August 20 at Hoffman Park in between the rain drops, approximately 300 run/walker took place in the event. Adult softball leagues completed their season by August 30th, 2016 and eight teams will continue in a fall league at Hoffman Park starting September 6th. Youth football and soccer started with practices and games on August 27th. Registration continues for all youth basketball and gyms are continued to be requested for school district residents with in the fall/winter programs.
- October is National Community Planning Month, and staff is preparing for community outreach to promote planning in the City
- Preparations for the ComDev website updates continue.

***The City received notice on 8/31/16 that the grant application for the Glen Park Safe Room has been awarded by FEMA. A total estimated project cost of \$787,021, the grant is for \$590,265 with a \$196,755 City match. Great Work! - to Tony Steiner for his grant writing skills, and the relationship he has built with FEMA!