

# REPORT TO CITY PLAN COMMISSION

Plan Commission Meeting Date: March 13, 2018

**Common Council Meeting Date:** March 21, 2018

**Item:** Final Plat – Fourth Addition to Emerald Valley

Case Manager: Don Harp

#### **GENERAL INFORMATION**

Owner/Applicant: Robert DeBruin, Emerald Valley Estates, LLC – owner/applicant

Address/Parcel #: Providence Avenue / Part of 31-1-7600-00

**Petitioner's Request:** The owner/applicant is proposing to subdivide property under a multi-phased approach.

### **BACKGROUND**

The Preliminary Plat for the Fourth Addition to Emerald Valley consisting of 15 residential lots was approved by the Common Council on July 19, 2017.

The Final Plat for the Third Addition to Emerald Valley consisting of 11 residential lots was approved by the Common Council on May 3, 2017.

The Final Plat for the Second Addition to Emerald Valley consisting of 28 residential lots was approved by the Common Council on September 17, 2014.

The Final Plat for the First Addition to Emerald Valley consisting of 3 residential lots was approved by the Common Council on June 2, 2010.

The Final Plat for Emerald Valley consisting of 50 residential lots was approved by the Common Council on June 6, 2007.

The subject property was annexed to the City in 2004 as part of the French Road Annexation, and a zoning classification of AG Agricultural District was assigned at that time. In 2005, a preliminary plat had been submitted for the overall property, which called for the creation of a total of 252 residential lots.

#### **STAFF ANALYSIS**

**Existing Conditions:** The portion of the lot to be subdivided is currently undeveloped. The 5.416 acre area will be divided into fifteen (15) single family lots.

**Comparison Between Final Plat and Preliminary Plat:** The Final Plat is consistent with the Preliminary Plat layout for these fifteen (15) lots in terms of shape, size, and location.

**Zoning Ordinance Review Criteria:** R-1B lot development standards (Section 23-93) are as follows:

- Minimum lot area: Six thousand (6,000) square feet.
  - o The proposed average lots size is 13,000 square feet. All lots exceed this requirement.
- Minimum lot width: Fifty (50) feet.
  - The proposed lots average lot width is 98 feet. All lots exceed this requirement.
- Minimum front, side and rear yard setbacks: Twenty (20) foot front yard, Six (6) foot side yard, and Twenty-five (25) foot rear yard.
  - The 20 foot required front yard setback is shown on the Final Plat. All required setbacks will be reviewed through the building permit review process.
- Maximum building height: Thirty-five (35) feet.
  - This will be reviewed through the building permit review process.
- Maximum lot coverage. Fifty percent (50%).
  - This will be reviewed through the building permit review process.

**Compliance with the Appleton Subdivision Regulations:** This subdivision complies with the Appleton Subdivision Regulations, and no variances have been requested.

**Access and Traffic:** The primary vehicular access to this phase is via French Road and Providence Avenue, which connects Aquamarine Avenue to Amethyst Drive and Bluetopaz Drive to Amethyst Drive. The full 60-foot road right-of-way for width of Amethyst Drive will be dedicated to the City with the Final Plat.

**Surrounding Zoning and Land Uses:** The surrounding area is under the jurisdiction of the City of Appleton (north, south, east and west). The uses are generally residential and agricultural in nature.

**2010-2030 Comprehensive Plan:** Community Development staff has reviewed this proposed subdivision and determined it is compatible with the One and Two-Family Residential uses shown on the City's 2010-2030 Comprehensive Plan Future Land Use Map.

**Parks and Open Space:** The Appleton Subdivision Regulations do require parkland dedication or fee in lieu for residential subdivisions. The parkland fees pursuant to Chapter 17 of the Appleton Municipal Code have been waived in exchange for parkland as illustrated in the current Emerald Valley Development Agreement signed by the City officials on July 17, 2006.

Final Plat – 4<sup>th</sup> Add to Emerald Valley March 13, 2018 Page 3

**Technical Review Group Report (TRG):** This item was discussed at the February 20, 2018 Technical Review Group Report meeting.

## **Department of Public Works Comments:**

• A Development Agreement will be required as part of the Final Platting process.

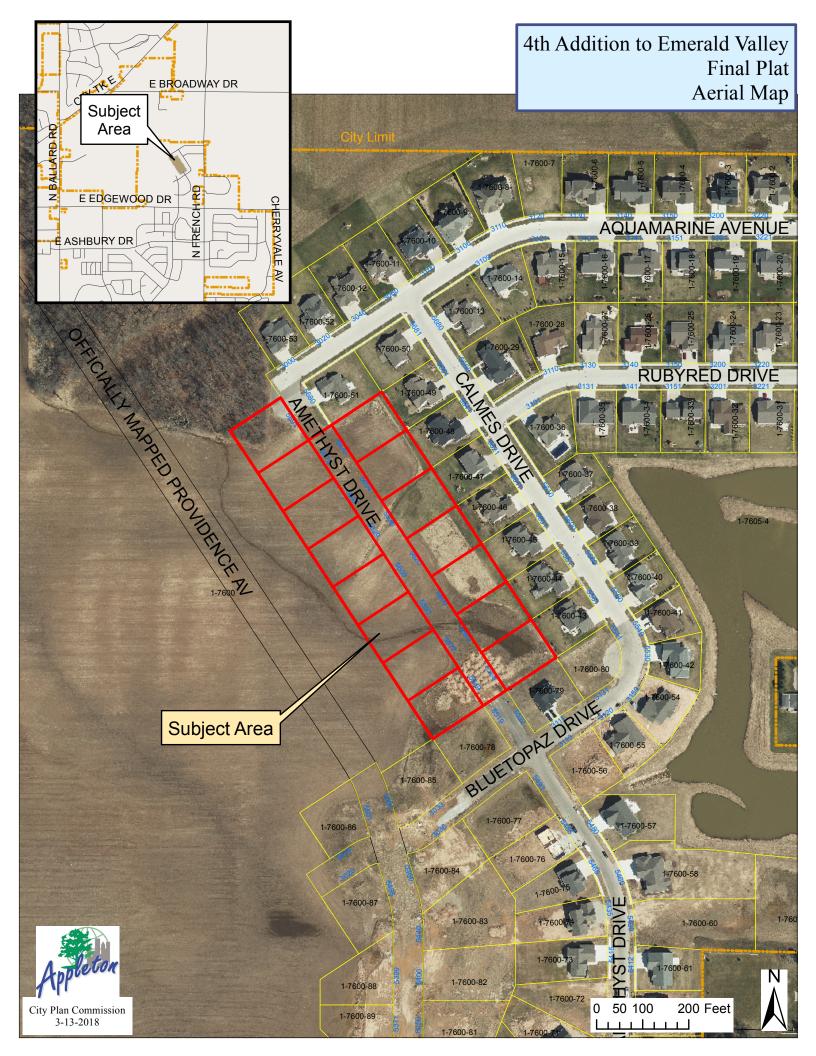
#### RECOMMENDATION

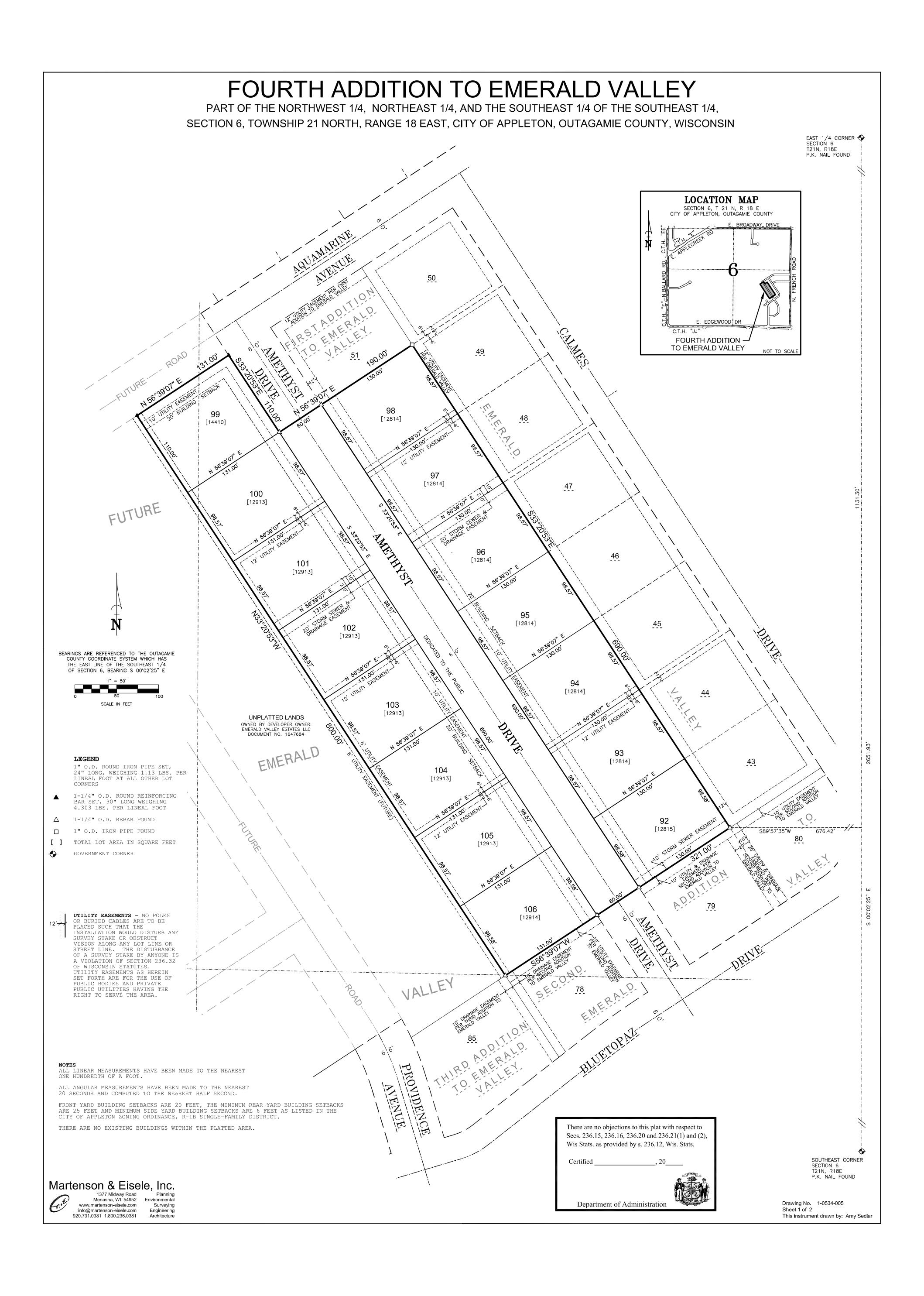
The Fourth Addition to Emerald Valley Final Plat, **BE APPROVED** subject to the following conditions and as shown on the attached maps:

1. The following street within the Fourth Addition to Emerald Valley Final Plat satisfies the standard to be classified as local street and will henceforth be so classified:

**Local Street**: Amethyst Drive

- 2. All easements, including but not limited to, water mains, sewer mains, storm sewers, and drainage shall be shown on the Final Plat to the satisfaction of the City Engineer prior to the City affixing signatures on the Final Plat.
- 3. All requirements from the City of Appleton Public Works Department, Engineering Division and Erosion Control Inspector shall be met to the satisfaction of the City Engineer prior to the City affixing signatures on the Final Plat.
- 4. All Department of Natural Resources wetland regulations shall be satisfied.
- 5. A Development Agreement being made and entered into by and between the City of Appleton and the applicant/owner, and any amendments related thereto, prior to the issuance of any permit to commence construction of any public improvement.





# FOURTH ADDITION TO EMERALD VALLEY

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PAT HIEPTAS - MEMBER

UTILITY EASEMENT PROVISIONS

ROBERT DEBRUIN - MEMBER

AN EASEMENT FOR ELECTRIC, NATURAL GAS, AND COMMUNICATIONS SERVICE IS HEREBY GRANTED BY EMERALD VALLEY ESTATES LLC, GRANTORS, TO

WISCONSIN ELECTRIC POWER COMPANY, A WISCONSIN CORPORATION DOING BUSINESS AS WE ENERGIES, GRANTEE, WISCONSIN BELL, INC. D/B/A AT&T WISCONSIN, A WISCONSIN CORPORATION, GRANTEE, AND TIME WARNER ENTERTAINMENT COMPANY, L.P., GRANTEE

THEIR RESPECTIVE SUCCESSORS AND ASSIGNS, TO CONSTRUCT, INSTALL, OPERATE, REPAIR, MAINTAIN AND REPLACE FROM TIME TO TIME, FACILITIES USED IN CONNECTION WITH OVERHEAD AND UNDERGROUND TRANSMISSION AND DISTRIBUTION OF ELECTRICITY AND ELECTRIC ENERGY, NATURAL GAS, TELEPHONE AND CABLE TV FACILITIES FOR SUCH PURPOSES AS THE SAME IS NOW OR MAY HEREAFTER BE USED, ALL IN, OVER, UNDER, ACROSS, ALONG AND UPON THE PROPERTY SHOWN WITHIN THOSE AREAS ON THE PLAT DESIGNATED AS "UTILITY EASEMENT AREAS" AND THE PROPERTY DESIGNATED ON THE PLAT FOR STREETS AND ALLEYS, WHETHER PUBLIC OR PRIVATE, TOGETHER WITH THE RIGHT TO INSTALL SERVICE CONNECTIONS UPON, ACROSS WITHIN AND BENEATH THE SURFACE OF EACH LOT TO SERVE IMPROVEMENTS, THEREON, OR ON ADJACENT LOTS; ALSO THE RIGHT TO TRIM OR CUT DOWN TREES, BRUSH AND ROOTS AS MAY BE REASONABLY REQUIRED INCIDENT TO THE RIGHTS HEREIN GIVEN, AND THE RIGHT TO ENTER UPON THE SUBDIVIDED PROPERTY FOR ALL SUCH PURPOSES. THE GRANTEES AGREE TO RESTORE OR CAUSE TO HAVE RESTORED, THE PROPERTY, AS NEARLY AS IS REASONABLY POSSIBLE, TO THE CONDITION EXISTING PRIOR TO SUCH ENTRY BY THE GRANTEES OR THEIR AGENTS. THIS RESTORATION, HOWEVER, DOES NOT APPLY TO THE INITIAL INSTALLATION OF SAID UNDERGROUND AND/OR ABOVE GROUND ELECTRIC FACILITIES, NATURAL GAS FACILITIES, OR TELEPHONE AND CABLE TV FACILITIES OR TO ANY TREES, BRUSH OR ROOTS WHICH MAY BE REMOVED AT ANY TIME PURSUANT TO THE RIGHTS HEREIN GRANTED. STRUCTURES SHALL NOT BE PLACED OVER GRANTEES' FACILITIES OR IN, UPON OR OVER THE PROPERTY WITHIN THE LINES MARKED "UTILITY EASEMENT AREAS" WITHOUT THE PRIOR WRITTEN CONSENT OF GRANTEES. AFTER INSTALLATION OF ANY SUCH FACILITIES, THE GRADE OF THE SUBDIVIDED PROPERTY SHALL NOT BE ALTERED BY MORE THAN FOUR INCHES WITHOUT WRITTEN CONSENT OF GRANTEES. THE GRANT OF EASEMENT SHALL BE BINDING UPON AND INURE TO THE BENEFIT OF THE HEIRS, SUCCESSORS AND ASSIGNS OF ALL PARTIES HERETO.

PAT HIEPTAS - MEMBER

COMMON COUNCIL RESOLUTION	:
RESOLVED, THAT FOURTH AD COMMON COUNCIL OF THE CI	DITION TO EMERALD VALLEY, IN THE CITY OF APPLETON, IS HEREBY APPROVED BY TITY OF APPLETON.
ON THIS DAY OF	, 2018.
TIMOTHY HANNA, CITY MAYO	2
I HEREBY CERTIFY THAT TH CITY OF APPLETON.	E FOREGOING IS A COPY OF A RESOLUTION ADOPTED BY THE COMMON COUNCIL OF THE
KAMI LYNCH, CITY CLERK	DATE
CITY TREASURER'S CERTIFIC	
	BEING THE DULY QUALIFIED AND ACTING FINANCE DIRECTOR OF THE EBY CERTIFY THAT IN ACCORDANCE WITH THE RECORDS IN MY OFFICE, THERE
·	NPAID SPECIAL ASSESSMENTS AS OF ON ANY OF THE
	ADDITION TO EMERALD VALLEY.
ANTHONY D. SAUCERMAN, CI	TY FINANCE DIRECTOR DATE
COUNTY TREASURER'S CERTIF	ICATE:
I,	, BEING THE DULY ELECTED, QUALIFIED AND ACTING
TREASURER OF THE COUNTY	OF OUTAGAMIE, DO HEREBY CERTIFY THAT THE RECORDS IN MY OFFICE
SHOW NO UNREDEEMED TAX S	ALES AND NO UNPAID TAXES OR UNPAID SPECIAL ASSESSMENTS AS
	AFFECTING THE LANDS INCLUDED IN FOURTH ADDITION TO EMERALD VALLEY.

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis Stats. as provided by s. 236.12, Wis. Stats.

Certified \_\_\_\_\_\_\_\_, 20\_\_\_\_\_

Department of Administration

DATE \_\_\_\_\_ SIGNED \_\_\_\_

Martenson & Eisele, Inc.

1377 Midway Road
Menasha, WI 54952
www.martenson-eisele.com
info@martenson-eisele.com
Engineering

920.731.0381 1.800.236.0381

ROBERT DEBRUIN - MEMBER

Drawing No. 1-0534-005 Sheet 2 of 2 This instrument drawn by: Amy Sedlar