



# Town of Fairview

## PLANNING AND ZONING BOARD

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### Agenda

April 18, 2017 @ 6:30 p.m.

**Meeting will be in the Council Meeting Room**

1. Roll Call and Determination of Quorum ---*Vice Chairman Crowell*
2. Public Comments
3. Report on Council Actions: ---*Ed Humphries*
4. Business:
  - A. text amendment to ordinance # TC 17- 029 regarding future easements and number of connected lots in minor subdivisions and maintenance agreements for all future easements for any minor subdivision.
5. Public Comments
6. Approval of Previous Minutes:
  - a. February 21, 2017 ---Regular meeting
  - b. March 21, 2017---Regular meeting
7. Adjourn

## Text Change # TC-17-029

Changes to the Fairview Land Use Ordinance: Section 78 Minor Subdivision

### Minor Subdivision

Any number of existing and newly created lots that each has a minimum lot area of at least 10 acres may take their required access from an existing, new or extended private drive. In addition, any lot of record (except a subdivision) as of July 1, 2005 may be divided one time to create **up to 2 additional lots** that have their required access from a private drive.

### Private Drives

1. All private drives created after the effective date June 1, 2017 must be provided within a perpetual access easement that must be officially recorded with the register of deeds.
2. Access easements for private drives must **be at least 25 feet in width** and be the subject of **a recorded binding maintenance agreement** among all current and future owners of lots that take access to the private drive.

\*\*\*\*\*If approved - add as (e) 1, 2 in Section 78 Minor Subdivision

Planning Board Meeting: April 18, 2017

# Union County Ordinance VERBIAGE

## **Section 60.100**

### **When Allowed 60.100-A**

Any number of existing and newly created lots that each have a minimum lot area of at least 10 acres may take their required access from an existing, new or extended private drive. In addition, any lot of record as of February 14, 1978, may be divided one time to create up to 2 additional lots that have their required access from a private drive.

### **Standards 60.100-B**

1. All private drives created after the effective date specified in §65.010-C must be provided within a perpetual access easement that must be officially recorded with the register of deeds.
2. Access easements for private drives must be at least 20 feet in width and be the subject of a binding maintenance agreement among all current and future owners of lots that take access to the private drive.  
*(amended 5-18-2015)*

# Current Minor Subdivision Section

## Section 78 Minor Subdivision Approval.

- (a) The Land Use Administrator or his designee shall have the authority to approve or disapprove minor subdivision final plats in accordance with the provisions of this section.
- (b) The applicant for minor subdivision plat approval, before complying with subsection (c), may submit a sketch plan to the Land Use Administrator for a determination of whether the approval process authorized by this section can be and should be utilized. The Land Use Administrator may require the applicant to submit whatever information is necessary to make this determination, including, but not limited to, a copy of the tax map showing the land being subdivided and all lots previously subdivided from that tract of land since July 1, 2005 *(revised 11/21/05)*.
- (c) Before granting minor subdivision approval, the Land Use Administrator shall refer the application to the county health director for a recommendation as to the proposed water supply and sewage treatment systems as well as other appropriate state, county, and town departments and agencies for their review. All such agencies shall be given a reasonable period to submit their recommendations to the Land Use Administrator. In addition, the Town shall be reimbursed by the permit recipient for all costs associated with the Town's engineering and/or consulting services with respect to review of the Minor Subdivision prior to Minor Subdivision approval.
- (d) Before an application is reviewed by the Land Use Administrator, applicants for minor subdivision approval shall submit to the Land Use Administrator a copy of a plat conforming to the requirements set forth in Sections 79(b) and (c) (as well as three prints of such plat), and containing the endorsements set forth in Sections 80(b), 80(c), and (if road or street improvements are involved) 80(d), and 80(e), 80(f), 80(g), as well as the following Certificate of Approval:

### Certificate of Approval

I hereby certify that the minor subdivision shown on this plat is in all respects in compliance with the Town of Fairview Land Use Ordinance, and that therefore this plat has been approved by the Town of Fairview Land Use Administrator, subject to its being recorded in the Office of the Union County Register of Deeds within ninety days of the date below.

\_\_\_\_\_ Date

\_\_\_\_\_ Land Use Administrator

- (e) If the subdivision involves the installation of improvements, the minor subdivision approval process may not be used if the subdivision results in the creation of more

# Current Minor Subdivision Section

than a total of five lots out of one tract since July 1, 2005 (revised 11/21/05), regardless of whether the lots were created at one time or over an extended period of time.

- (f) The Land Use Administrator shall approve the proposed subdivision unless the subdivision is not a minor subdivision as defined in Section 15 of the application or the proposed subdivision fails to comply with subsection (e) or any other applicable requirement of this ordinance.
- (g) If the subdivision is disapproved, the Land Use Administrator shall promptly furnish the applicant with a written statement of the reasons for disapproval.
- (h) Approval of any plat is contingent upon the plat being recorded within ninety days after the date the Certificate of Approval is signed by the Land Use Administrator and/or his designees.

## **Section 79 Major Subdivision Final Plat Approval Process.**

- (a) Major Subdivision Final Plats are subject to Town Council approval except as provide in subsection (d) herein. The approved final plat shall be signed by the Mayor before recording in the Register of Deeds Office. In addition, the Town shall be reimbursed by the permit recipient for all costs associated with the Town's engineering and/or consulting services with respect to review of the Major Subdivision Final Plat prior to Major Subdivision Final Plat approval.
- (b) The applicant for major subdivision final plat approval shall submit to the Land Use Administrator a final plat, drawn to scale and otherwise acceptable to the Union County Register of Deed's Office for recording purposes. When more than one sheet is required to include the entire subdivision, all sheets shall be made of the same size and shall show appropriate match marks on each sheet and appropriate references to other sheets of the subdivision. The applicant shall also submit six prints of the plat.

All major subdivision plats shall also be provided in digital format. Digital information shall satisfy the following criteria:

- (1) Files shall be submitted in Auto CAD DXF, DWG or ESRI Arc Info Export format;
  - (2) Data submitted shall be exchanged on IBM formatted floppy disk, IBM formatted Zip Disk, or CD-ROM in ISO 9660 format, or other media/method approved by the Land Use Administrator
- (c) In addition to the appropriate endorsements, as provided in Section 80, the final plat shall contain the following information:

# EXAMPLE

## PRIVATE ROAD MAINTENANCE AGREEMENT

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An Agreement made this original date of \_\_\_\_\_, 20\_\_\_\_, applicable to the undersigned parcel owners and users,

### RECITALS

**WHEREAS,** \_\_\_\_\_ Road is a private road situated in Kinnickinnic Township, County of St. Croix, State of Wisconsin, and

**WHEREAS,** the undersigned parcel owners are the owners or users of the Roadway Property situated in Kinnickinnic Township, County of St. Croix, State of Wisconsin, commonly known as \_\_\_\_\_ Road, and described as follows:

(Roadway Property Description)

**WHEREAS,** the parties desire to enter into an Agreement regarding the costs of maintenance and improvements to \_\_\_\_\_ Road; and

**WHEREAS,** it is agreed that future parcel owners or users will add their signatures to this document;

### NOW THEREFORE, IT IS HEREBY AGREED AS FOLLOWS:

**1. Vehicle and Pedestrian Access Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive easement for ingress and egress granting access to all the parcel owners and their occupants, agents, employees, guests, services and emergency vehicles, and those individuals appointed by the Town Board to conduct semi-annual road reviews.

**2. Utility Easement.** The Roadway Property shall be subject to a perpetual, nonexclusive public utility easement for the purpose of permitting above and below ground public utilities to be installed and maintained.

**3. Road Commission Agent.** A Road Commission Agent shall be elected by a majority of the property owners, will serve a term as agreed to by the property owners, and can be replaced or renewed at any time by a simple majority vote of the parcel owners. The Road Commission Agent shall be responsible for monitoring the condition of the road surface and initiating maintenance activities as needed to maintain the minimum road surface standards.

**4. Road Maintenance.** Road maintenance and road improvements will be undertaken and made whenever necessary to maintain the road in good operating condition at all times and to insure the provision of safe access by emergency vehicles. A

majority vote of parcel owners is required for any road improvements and to accept the bid for any road improvement contract. Before authorizing expenditures for future road improvements, parcel owners will be notified by the Road Commission Agent, cost estimates will be provided, and a majority agreement will be required. If any parcel owner performs improvements, maintenance, repairs or replacements without the approval of the other lot owners prior to performing such work, the lot owner performing such work shall become liable for the entire cost thereof, unless such work is deemed an emergency. However, where emergency repairs are necessary as more particularly noted in Paragraph No. 13 below, neither majority vote nor prior approval is necessary before making such improvements or undertaking such maintenance.

**5. Parking.** For the safety of the residents, no machinery, trailers, vehicles or other property may be stored or parked upon the Private Road except parking of vehicles for limited periods of time (not to exceed twelve hours).

**6. Cost Sharing.** Road maintenance, snowplowing and road improvement costs shall be shared on a pro-rata basis between the parcel owners sharing access to the above mentioned road. Each parcel owner's share of costs incurred shall be determined as follows: Pro-rated cost share will be based upon the percentage of roadway extending from the start of the Private Road to the intersection of each driveway where a residence exists, or to the midpoint of a property frontage that is adjacent to the roadway when a residence does not exist. The Road Commission Agent shall provide the Town an updated copy of the cost allocations at any point that changes are made to the cost allocations.

**7. Prepayment.** Prepayment of maintenance, snowplowing and improvement costs will be made to the road maintenance account by each property owner. Annually, on or before a date as specified by the Road Commission Agent, each parcel owner will contribute their pro-rated share of the estimated annual cost for road maintenance, road improvements, and annual snow removal. The Road Commission Agent shall send each parcel owner a two week notice of the annual payments due.

**8. Definition of a Parcel.** A parcel is defined as a land entity having a certified survey map (CSM), a platted subdivision lot number, or a parcel identification number in the case of unplatted lands. Each parcel is assessed and granted (1) vote regardless of the number of owners. If a parcel is owned by more than one person, all of the owners of the parcel will collectively be referred to as the "parcel owner" for purposes of this Agreement, and will be entitled to one collective vote (i.e. each parcel represents one vote in the matters covered by this Agreement).

**9. Future Parcels.** Any additional parcels gaining access to the Private Road by way of splitting existing parcels will be bound by all terms and conditions of this agreement, and will be required to pay that portion of the maintenance, snowplowing and improvement costs incurred after the split as determined using the formula contained in Paragraph No. 6 above. If any additional parcels are created after the original Private Road Maintenance Agreement is signed, the new parcel owners must also sign the

agreement. When a parcel is being sold on a land contract, the land contract vendee shall be deemed the owner of record.

**10. Snow Plowing.** The Private Road shall be snowplowed so as to permit year round access. The cost shall be shared by the parcel owners as indicated in Paragraph No. 6 above. Individual driveway snow plowing, if desired, will be invoiced to the parcel owners directly by the snow plow contractor.

**11. Checking Account.** The Road Commission Agent shall establish and maintain a bank checking account with a local bank, and will prepare and distribute to the herein affected parcel owners an annual income and expense report and a yearend balance sheet, accounting for all funds received and disbursed.

**12. Annual Road Reviews by Town.** A Private Road serving 3 or more lots or parcels shall be part of the Town's annual road reviews. The adjacent property owners will be notified of any observed improvements needed on Private Roads, and improvements must be made by the residents on the Private Road. If the improvements are not made within 2 months from notification (or within a time frame otherwise agreed to by the Town Board), the Town will make the improvements and bill the work to the property owners. The cost will include both the Town's expenses for staff time and the contractor's expenses for the actual road improvements. The costs must be fully paid within 2 months from the date of the invoice (or within a time frame otherwise agreed to by the Town Board). If the costs are not paid by this time, the Town will certify the costs (including both the construction and administrative costs) to the County tax roll, for all residents living on the Private Road.

**13. Emergency Repairs.** If the Town is made aware of emergency safety conditions on a Private Road, the Town will attempt to reach the Road Commission Agent and request that the necessary repairs be completed immediately. However, if the Town is not able to reach the Road Commission Agent, the Town has the authority to make emergency repairs as needed without further notification of the residents on the road. In such cases, the property owners will be notified after the repair of the cost and amount due from the residents, as well as the reasons for making the emergency repairs. The schedule and process for reimbursement to the Town will be as described in Paragraph No. 12 above.

**14. Effective Term.** This Agreement shall be perpetual, and shall encumber and run with the land as long as the road remains private.

**15. Binding Agreement.** This Agreement shall be binding upon the parties hereto, their respective heirs, executors, administrators and assigns.

**16. Amendment.** This Agreement may be amended only by a two-thirds majority consent of all parcel owners.

**17. Enforcement.** This Agreement may be enforced by a majority of parcel owners. If a court action or lawsuit is necessary to enforce this Agreement, the party commencing such action or lawsuit shall be entitled to reasonable attorney fees and costs, if the party prevails.

**18. Disputes.** If a dispute arises over any aspect of the improvements, maintenance, repair or replacement, a third party arbitrator shall be appointed to resolve the dispute. The decision of the arbitrator shall be final and binding on all of the lot owners. Contact information for local arbitrators can be obtained through the American Arbitration Association. In selecting a third party arbitrator, each lot shall be entitled to one vote, and the nominee receiving a majority of the votes shall be the arbitrator. All parties shall share in the cost of any arbitration.

**19. Notices.** Parcel owners under the Agreement shall be notified by mail or in person. If an address of a parcel owner is not known, a certified notice will be mailed to the address to which the parcel owner's property tax bills are sent.

**20. Invalidity.** Should any provision in this Agreement be deemed invalid or unenforceable, the remainder of the Agreement shall not be affected and each term and condition shall be valid and enforceable to the extent permitted by law.

**21. Other Agreements.** This Private Road Maintenance Agreement replaces all previous Private Road Maintenance Agreements regarding the described Private Road.

**22. Town Road and Driveway Ordinance.** The Private Road shall be constructed and maintained in accordance with the Town's Road and Driveway Ordinance.

**23. Disclaimer by Town.** It is understood and agreed that the Town, the Town Board, the Plan Commission and the agents of the Town shall not be liable or responsible in any manner to the developer or the property owners along the road, or to their contractors, subcontractors, agents, or any other person, firm or corporation, for any debt, claim, demand, damages, action or causes of action of any kind or character arising out of or by reason of the activities or improvements being required herein.

**24. Recording This Document.** Original and amended copies of this document , including added signatures, shall be recorded and provided to the Town Clerk by the Road Commission Agent.

Signed,

\_\_\_\_\_

<name> <date>

\_\_\_\_\_

<name>	<date>
_____	_____
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(Signatures)

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**Town of Fairview  
Planning Board Meeting  
February 21, 2017**

The following Planning Board members were present: John Crowell, Tony Helms, Patricia Kindley, Greg Morgan, Rick Pigg, Doug Buchanan, Sara Furr

Others present: Ed Humphries, Land Use Administrator / Deputy Clerk, Teresa Gregorius, Town Clerk

**Public Comments**

None

**Reports**

Ed Humphries reported that park construction is in the final stages and the grand opening ceremony has been scheduled for April 29<sup>th</sup>.

**Items of Business**

A. Propose text amendment TC-017-003 to add Truck Body Fabrication to Table of Uses and Definition

Ed Humphries stated that Patrick Ferguson approached him about a year ago about needing additional space for his growing business. After studying the situation, Mr. Humphries decided to let the Planning Board and Council decide whether to add the use "Truck Body Fabrication" to the Table of Uses of the Fairview Land Use Ordinance. "Truck Body Fabrication" would be defined as 'To make by assembling parts or sections of truck beds to be mounted on truck chassis' permitted in the following zone by the requirement of "Condition Use Permit" RA-40 (C), HC (C), and by right (Z) in LI. After Board discussion, Patricia Kindley made a motion to recommend approval of the text change amendment TC-017-003 adding Truck Body Fabrication to the Table of Uses to the Council. Greg Morgan seconded the motion. Board members Crowell, Helms, Kindley, Morgan, Pigg, and Buchanan voted yes, Furr voted no (6-1).

B. Review request for a Conditional Use Permit CUP - 17-004

Patrick Ferguson requests a Conditional Use Permit CUP- 17-004 to operate a “truck body fabrication operation” on his property (#08216005F) at 212W Old Dutch Indian Trail NC 28079. Mr. Ferguson described his plans regarding enlarging his facility. The Board questioned Mr. Ferguson regarding his plans and discussed additional conditions. Below is the “List of Conditions” for the conditional use permit, including changes made by the Board:

1. No more than four (4) employees including owner.
2. The proposed business will operate from 7:00 am to 5:30 pm (Monday-Friday) and on Saturday from 8:00am to 5:00pm. Emergency repairs may dictate later hours than 5:30 pm but not to exceed 9:00 pm. (These are rare occasions)
3. The proposed building 40’X60’ (2400sqft) will be able to be constructed on site and used for the all activates of the business.
4. Attached to the proposed building is a shed (40’X 25’) for personal use (store farm equipment and other personal equipment)
5. The business builds custom truck bodies as well as reconditioning truck bodies for other uses. The above includes but is not limited to cutting, welding, grinding, machining, painting and assembling.
6. The proposed building (2400 sq ft) will be used for the all activates of the business.
7. There will be no business related outside storage.
8. There will be adequate parking for all employees. (see sight plan)
9. All deliveries will be done so using the existing driveway. And I will maintain adequate room for trucks to turn around.
10. The maintenance of the driveway will be agreed on by the property owners.
11. There will be no business signage on Old Dutch Road West.
12. No natural buffers will be removed from the property except to build the addition to the present building. The natural buffer will be approx 63’ from the building on all sides. Additional buffering (6’ wooden fence) will be added on the southwest side of the property parallel to the building.
13. The addition to the building will be insulated as needed to avoid excess sound from the building.
14. If or when a paint booth is added the applicant will obtain all necessary State and local permits.

Greg Morgan made a motion to recommend approval of Conditional Use Permit CUP-17-004 with the conditions noted to the Council. Doug Buchanan seconded the motion. Board members Crowell, Kindley, Morgan, Pigg, and Buchanan voted yes, Helms abstained, Furr voted no (6-1).

C. Minutes

Patricia Kindley made a motion to approve the November 15, 2016 minutes. Doug Buchanan seconded the motion. Board members Crowell, Helms, Kindley, Morgan, Pigg, Buchanan and Furr voted yes (7-0).

John Crowell adjourned the meeting.

Respectfully submitted,

\_\_\_\_\_  
Teresa Gregorius  
Town Clerk

\_\_\_\_\_  
John Crowell  
Vice Chairman

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017



**Town of Fairview  
Planning Board Meeting  
March 21, 2017**

The following Planning Board members were present: Jesse Hargett, John Crowell, Tony Helms, Patricia Kindley, Greg Morgan, Rick Pigg, Nancy Horak Randall, Doug Buchanan, and Sara Furr

Others present: Ed Humphries, Land Use Administrator / Deputy Clerk, Teresa Gregorius, Town Clerk

**Public Comments**

None

**Reports**

Ed Humphries reported that after the public hearing at the March Council meeting the Council did not approve the text change amendment (TC-017-003) regarding “Truck Body Fabrication” so therefore the conditional use permit for Patrick Ferguson (CUP- 17-004) was not heard by the Council.

**Items of Business**

- A. Ed Humphries attended the Union County Planners meeting on February 16<sup>th</sup>. He reviewed parts of the Union County Water & Waste Water Master Plan 2016 that was presented at the meeting with the Board. It showed Master Plan changes for water and sewer.
- B. Ed Humphries opened a discussion on possible new text amendments regarding easements and maintenance agreements for easements. Mr. Humphries illustrated some examples. Mr. Humphries asked the Board to review the verbiage for the text amendments and he would put it on the agenda to be voted on at the next meeting.

C. Minutes

Approval of the minutes of the February 21, 2017 meeting was deferred to the next meeting so changes could be made.

Nancy Randall made a motion to adjourn. Tony Helms seconded the motion. Board members Hargett, Crowell, Helms, Kindley, Morgan, Pigg, and Randall voted yes (7-0).

Respectfully submitted,

\_\_\_\_\_  
Teresa Gregorius  
Town Clerk

\_\_\_\_\_  
John Crowell  
Vice Chairman

Approved this \_\_\_\_\_ day of \_\_\_\_\_, 2017