StaffordRosenbaum LLP
Attorneys

Member of Geneva Group International
The Leading Global Alliance of Independent Professional Firms

To Mayor Tim Swadley
Common Council

From Matt Dregne, City Attorney

Date May 3, 2018

Re Agreement Relating to Park Dedication/Impact Fees (Kettle Park Senior Living Project)

This memorandum provides background information relating to R-93-2018, which is on the agenda for the May 8 Common Council meeting.

PRELIMINARY PLAT APPROVAL – DEVELOPMENT IN PHASES ANTICIPATED

On May 10, 2016, the Common Council adopted Resolution R-45-2016, conditionally approving the Preliminary Plat for Kettle Park West (commonly referred to as "Phase 2" of the Kettle Park West development). A copy of Resolution R-45-2016 is enclosed. The resolution anticipated that the development was likely to proceed in phases. In particular, it was expected that "Area A" (the lots for the hotel and senior housing) would be final platted and developed before other areas of the development. Areas other than Area A could not be final platted until various conditions (including the connection of Oak Opening Drive to HWY 138) are resolved.

Because Area A included no lands for park dedication, there was (and still is) a possibility that the remainder of Phase 2 will not be implemented as planned, and that the park dedication shown in the Preliminary Plat will not occur. Consequently, Resolution R-45-2016 contained the following provision:

> Outlot 5, which is located within Area C on the attached Exhibit B and Outlot 4, which is located within Area D, are intended to be dedicated to the public for park purposes on the final plats that will implement the preliminary plat. If the Developer wishes to record a final plat for land within Area A prior to the dedication of Outlots 4 and 5, the Developer will be required to provide the City with a cash escrow, at the time of building

Madison Office
222 West Washington Avenue
P.O. Box 1784
Madison, Wisconsin
53701-1784
608.256.0226
888.655.4752
Fax 608.259.2600
www.staffordlaw.com

Milwaukee Office
1200 North Mayfair Road
Suite 430
Milwaukee, Wisconsin
53226-3282
414.982.2850
888.655.4752
Fax 414.982.2889
www.staffordlaw.com

> permit issuance for any residential use, in an amount equal to the City's standard fee-in-lieu of parkland dedication, as surety for the Developer's obligation to dedicate Outlots 4 and 5. If a final plat dedicating Outlots 4 and 5 has not been recorded within three (3) years of the date the cash escrow was deposited with the City, the escrow shall be release to the City. The final plat shall include a notation informing prospective purchasers of the obligation to pay park improvement fees to the City at the time a building permit is issued.

FINAL PLAT FOR PHASE 2A APPROVED

On December 13, 2016, the Common Council adopted a Resolution approving a final plat for Area A. A copy of that Resolution is enclosed. That resolution included the following provision:

> The Plat shall include a notation informing prospective purchasers of the obligation to pay park improvement fees to the City at the time a building permit is issued.

SENIOR LIVING PROJECT

The Kettle Park West Developer is selling Lot 16 in Phase 2A to another party that plans to build a senior assisted living facility on the property. The City will not issue a building permit until impact fees relating to parkland and park improvements have been paid. The Kettle Park West Developer has proposed that the City approve an agreement that would defer the payment of impact fees until an occupancy permit is needed. That would occur after construction, and is estimated to be about 18 months out. The proposed agreement is enclosed. The agreement would accomplish two things: (1) It would give the Developer more time to complete the process of final platting Phase 2, including dedicated the park land; and (2) it would allow the senior housing project to move forward without paying park-related impact fees now.

The proposed agreement makes several things clear. First, unless the park-related impact fees for the senior housing project have been paid, the Developer of Kettle Park West is required to include the units in the senior housing project in calculating park dedication and fee in lieu of land requirements in connection with further implementation of Phase 2. Second, no occupancy permit may be issued for the senior housing project unless the City's park-related impact fee requirements have been satisfied, either through land dedication or payment of fees.

RESOLUTION R-93-2018

CITY OF STOUGHTON, 381 E. MAIN STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution by the Common Council of the City of Stoughton
Approving an Agreement to Delay the Payment of Impact Fees associated with the Kettle Park Senior Living Project by Stoughton Holdings, LLC

Committee Action: Finance Committee

Fiscal Impact: N/A

File Number:	R-93-2018	**Date Introduced:**	May 8, 2018

RECITALS

A. On May 10, 2016, the City adopted Resolution R-45-2016, conditionally approving the Preliminary Plat of Kettle Park West (the "Preliminary Plat"). Outlots 4 and 5 on the Preliminary Plat are proposed to be dedicated to the City as park land.

B. On December 13, 2016, the City approved the first phase of the final plat of Kettle Park West (the "Final Plat – Phase A"). The Final Plat – Phase A contains only two lots and only part of the land area included in the Preliminary Plat. No park land was dedicated in the Final Plat – Phase A. Kettle Park West, LLC (the "Developer") is continuing to work toward approval of a final plat that includes the remaining land area within the Preliminary Plat, and that dedicates park land as proposed in the Preliminary Plat.

C. Stoughton Holdings will be purchasing Lot 16 in the Final Plat – Phase A, and wishes to build a senior assisted living facility (the "Residential Facility") on the property. Section 67-5 of the City of Stoughton Municipal Code (the "Code") requires payment of impact fees for park land and park improvements (the "Impact Fees") in connection with the construction of new residential units in the City, such as the Residential Facility. Code section 67-4 requires Impact Fees to be paid prior to issuance of a building permit, but Impact Fees may be reduced or completely offset by land dedication. The Residential Facility is subject to payment of Impact Fees totaling $255,738.56, calculated as follows:

a. Park Improvement Fees:
   i. 16 two-bedroom units at $871.65 = $13,946.40
   ii. 84 one-bedroom or less units at $581.10 - $48,812.40

b. Park Land Fees:
   i. 16 two-bedroom units at $2,681.27 per unit = $42,900.32
   ii. 84 one-bedroom or less units at $1,786.66 = $150,079.44

D. In order to preserve the opportunity to accomplish the dedication of park land as proposed in the Preliminary Plat, the City, the Developer and Stoughton Holdings wish to defer the time for payment of Impact Fees and to provide for a credit against such Impact Fees in the event the Developer dedicates park land and constructs park improvements.

RESOLUTION

BE IT RESOLVED by the Common Council of the City of Stoughton that the Agreement attached as Exhibit A is hereby approved.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

EXHIBIT A

AGREEMENT

THIS AGREEMENT is made this _____ day of May, 2018, by and among the CITY OF STOUGHTON, a Wisconsin municipal corporation (the "City"), STOUGHTON HOLDINGS, LLC., a Wisconsin Limited Liability Company ("Stoughton Holdings"), and KETTLE PARK WEST, LLC (the "Developer").

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

P.I.N.
281/0510-014-1026-2

RECITALS

A. On May 10, 2016, the City adopted Resolution R-45-2016, conditionally approving the Preliminary Plat of Kettle Park West (the "Preliminary Plat") a copy of which is attached as Exhibit A. Outlots 4 and 5 on the Preliminary Plat are proposed to be dedicated to the City as park land.

B. On December 13, 2016, the City approved first phase of the final plat of Kettle Park West (the "Final Plat – Phase A"). The Final Plat – Phase A contains only two lots and only part of the land area included in the Preliminary Plat. No park land was dedicated in the Final Plat – Phase A. The Developer is continuing to work toward approval of further phases of the final plat that includes the remaining land area within the Preliminary Plat, and that dedicates park land as proposed in the Preliminary Plat.

C. Stoughton Holdings will be purchasing Lot 16 in the Final Plat – Phase A, and wishes to build a senior assisted living facility (the "Residential Facility") on the property. Section 67-5 of the City of Stoughton Municipal Code (the "Code") requires payment of impact fees for park land and park improvements (the "Impact Fees") in connection with the construction of new residential units in the City, such as the Residential Facility. Code section 67-4 requires Impact Fees to be paid prior to issuance of a building permit, but Impact Fees may be reduced or completely offset by land dedication. The Residential Facility is subject to payment of Impact Fees totaling $255,738.56, calculated as follows:

   a. Park Improvement Fees:
      i. 16 two-bedroom units at $871.65 = $13,946.40
      ii. 84 one-bedroom or less units at $581.10 - $48,812.40

   b. Park Land Fees:
      i. 16 two-bedroom units at $2,681.27 per unit = $42,900.32
      ii. 84 one-bedroom or less units at $1,786.66 = $150,079.44

D. The City, the Developer and Stoughton Holdings enter this Agreement to defer the time for payment of Impact Fees and to provide for a credit against such Impact Fees in the event the Developer dedicates park land, constructs park improvements or both.

AGREEMENT

In consideration of the above recitals and the mutual covenants and undertakings contained herein, the parties agree as follows:

1. Recitals. The recitals set forth above are material to and incorporated in this Agreement.

2. Deferral of Impact Fees. The City agrees to defer the obligation to pay Impact Fees relating to the Residential Facility and shall not withhold issuance of a building permit for the Residential Facility based solely on the fact that the Impact Fees have not been paid.

3. Occupancy Permit. No occupancy permit shall be issued for the Residential Facility until Impact Fees in the amount of $255,738.56, less such credits as are available pursuant to Section 4 below, have been paid to the City.

4. Credit for Land Dedication and Construction of Park Improvements.

(a) If, before the time an occupancy permit is requested for the Residential Facility, the Developer has dedicated park land to the City as proposed in the Preliminary Plat, or has made other arrangements for the eventual dedication of such park land that are satisfactory to the City in the exercise of its sole discretion, then the Park Land Fees portion of the Impact Fees required for the Residential Facility shall be deemed fully satisfied. Developer agrees that, unless the Impact Fees required for the Residential Facility have been paid, the Residential Facility shall be included in calculating any land dedication or fee in lieu of land dedication required in connection with any further division of lands included within the Preliminary Plat.

(b) If Developer constructs park improvements within park land dedicated to the City as proposed in the Preliminary Plat, and if the City and Developer agree on the extent to which such improvements should result in a credit against the Park Improvement Fee component of the Impact Fees, then the Park Improvement Fee component of the Impact Fees shall be reduced by the amount of such credit.

5. Successors and Assigns. This Agreement shall be binding on the parties and their successors and assigns. This agreement shall further constitute a covenant binding on Lot 16 of the Plat of Kettle Park West, and shall run with the land.

6. Recording. The City may record this Agreement with the Dane County Register of Deeds.

7. Termination. This Agreement shall automatically terminate upon payment in full of the Impact Fees (subject to the credits set forth in Section 4 above). Upon termination, the parties shall cooperate in executing any release that may be necessary to clear title.

CITY OF STOUGHTON

BY_____
Tim Swadley, Mayor

BY_____
Holly Licht, City Clerk

STATE OF WISCONSIN

DANE COUNTY

Personally came before me this _____ day of _____, 2018, the above-named Tim Swadley and Holly Licht, to me known to be the persons who executed the foregoing and acknowledged the same.

_____
Name: _____
Notary Public, Dane County, Wisconsin
My Commission:_____

STOUGHTON HOLDINGS, LLC
By: DezCon, LLC, its sole member

BY_____
Thomas R. Pientka, Member and Manager

STATE OF WISCONSIN

DANE COUNTY

Personally came before me this _____ day of _____, 2018, the above-named Thomas P. Pientka, to me known to be the person who executed the foregoing and acknowledged the same.

_____
Name: _____
Notary Public, Dane County, Wisconsin
My Commission:_____

KETTLE PARK WEST, LLC

BY_____

Its _____

STATE OF WISCONSIN

DANE COUNTY

Personally came before me this _____ day of _____, 2018, the above-named _____, to me known to be the person who executed the foregoing and acknowledged the same.

_____
Name: _____
Notary Public, Dane County, Wisconsin
My Commission:_____

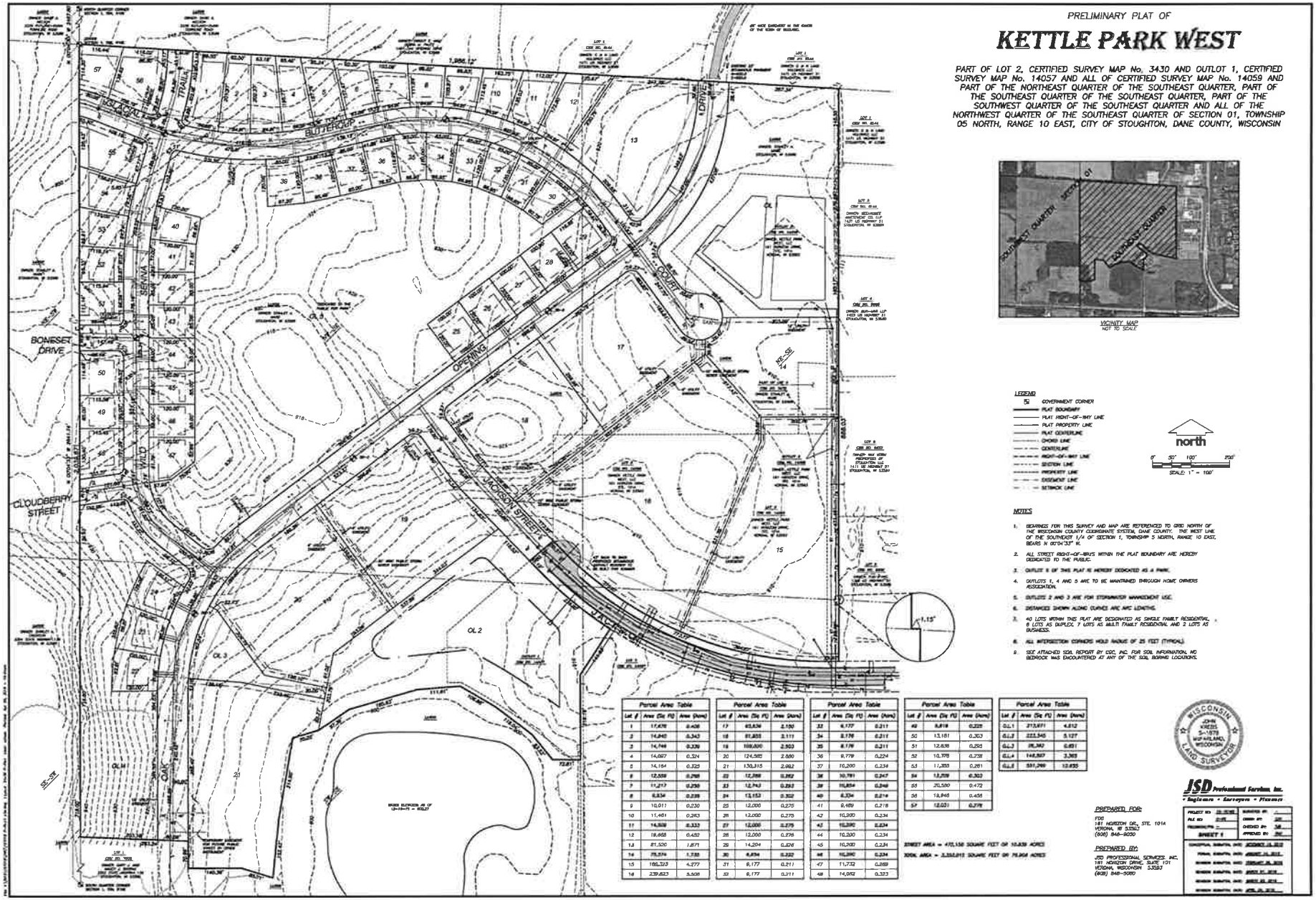
Exhibit A – PreliminaryPlat

This instrument drafted by:

Matthew P. Dregne
Stafford Rosenbaum LLP
222 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
608.256.0226

Exhibit A

Preliminary Plat



RESOLUTION R-45-2016

CITY OF STOUGHTON, 381 E. MAIN STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution by the Common Council of the City of Stoughton
Conditionally Approving the Preliminary Plat of Kettle Park West

Committee Action:	Planning Commission recommends Council approval 6–0 with the Mayor voting.		
Fiscal Impact:	N/A		
File Number:	R-45-2016	**Date Introduced:**	April 12, 2016

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

RECITALS

A. A preliminary plat entitled "Preliminary Plat of Kettle Park West" (the "Plat") was submitted by Forward Development Group (the "Developer") to the City of Stoughton (the "City") on January 14, 2016 and was subsequently revised by the Developer based on feedback from the City. The latest version of the Plat, with revision date April 26, 2016, was received by the City on April 26, 2016, a copy of which is attached as Exhibit A.

B. The Plat was referred to the Plan Commission for review and recommendation to the City Council.

C. The Plan Commission has reviewed the Plat for consistency with the City of Stoughton ordinances, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan and has recommended approving the Plat subject to certain conditions as communicated to the Common Council.

D. The double frontage of Outlots 4 and 3 are found to be necessary to overcome disadvantages of topography and orientation, pursuant to Section 66.714 of the Stoughton Municipal Code.

E. Those portions of Wild Senna Trail that fall outside the block-length requirements specified in Section 66.713 of the Stoughton Municipal Code are found acceptable due to limiting factors of good design, pursuant to Section 66.713(b).

F. The Common Council has reviewed the Plat and the Plan Commission's recommendation, and has determined that the Plat will only be consistent with the City of Stoughton ordinance, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan if all of the conditions set forth below are satisfied.

RESOLUTION

The Common Council of the City of Stoughton hereby approves the Preliminary Plat of Kettle Park West (revision date April 26, 2016) subject to the following conditions:

1. A development agreement providing for the phased construction of all on-site and off-site public improvements needed to serve the Plat, and meeting the requirements of Section 66-903 of the City of Stoughton Code of Ordinances, must be approved and executed by the City and Developer (the "Development Agreement") before the City will sign one or more final plats implementing the approved preliminary plat.

   The Development Agreement will make reference to four subareas within the Plat ("Area A", "Area B", "Area C", and "Area D"), corresponding with the areas depicted on Exhibit B attached to this resolution. The Development Agreement shall anticipate that a separate final plat for Area A will be submitted for the City's approval, first, and that one or more final plats for Areas B, C and D will follow once all conditions for such areas have been satisfied.

   With regard to the phasing of construction, the Development Agreement will include the following conditions:

   (a) Area A. No building permits for construction on Lot 16 of Area A will be available until the Developer has caused Jackson Street to be extended to the western boundary of Lot 16.

   (b) Areas B, C and D. Before the City will sign a final plat for Areas B, C and D: (i) the Developer must be obligated to install all of the streets, utilities, sidewalks, street lighting, and other public improvements required to serve those areas; (ii) a plan or agreement, acceptable to the City, must be in place for the completion of street improvements within the Town of Rutland, including bike/pedestrian accommodations and traffic signals at the Roby Road/Deer Point Drive and USH 51 intersection); and (iii) the connection of Oak Opening Drive to Highway 138 has been resolved to the City's satisfaction.

2. The City must adopt an ordinance changing the zoning classification of the lots within the Plat as follows:

   A. Lots 1-12 and 26-56 must be zoned SR-5 Single-Family Residential 5;

   B. Lots 13 and 22-25 must be zoned MR-10 – Multi-Family Residential 10;

   C. Lots 17-20 must be zoned MR-24 – Multi-Family Residential 24;

final plat shall include a notation informing prospective purchasers of the obligation to pay park improvement fees to the City at the time a building permit is issued.

8. Before the City will sign a Final Plat, Developer must reimburse the City for all expenses incurred by the City in connection with its review and processing of the Plat, a Final Plat, and the development of the lands within the Plat. Such reimbursement shall include all fees the City has paid to legal, planning, engineering, financial and other consultants.

9. Before the City will sign a Final Plat, Developer must provide either a letter of credit or a performance bond in the amount of 120 percent of the estimated total cost to complete the required public improvements within each applicable phase of development. The form and substance of the letter of credit must be acceptable to and approved by the city attorney.

10. Plans and specifications for the construction of all public improvements needed to serve the Plat shall be approved by the City before the City will sign a Final Plat. Among other things, construction plans must show street tree locations, sizes and species and incorporate traffic calming features on Oak Opening Drive.

11. Erosion controls and stormwater management plans must be approved by the City before the City will sign a Final Plat. Stormwater management will be evaluated as part of the construction plan review for each applicable phase of development.

12. All easements the City or Stoughton Utilities identify as necessary during the course of reviewing the Plat or the construction plans and specifications must be dedicated on the Final Plat for each applicable phase of development.

13. Proposed street names must be investigated for conflicts within the City of Stoughton School and Fire Districts, and are subject to approval by the City Council.

Council Action: [X] **Adopted** [ ] **Failed** **Vote** 8-3

voting nos: Selsor
Johnson
Majewski

Mayoral Action: [X] **Accept** [ ] **Veto**

Donna Olson 5/10/2016

Donna Olson, Mayor Date

Council Action: _____ [ ] **Override** **Vote** _____

S:\MPS-Shared\Resolutions\R-45-2016 As approved by Council on 5-10-2016.docx

0511161456

PRELIMINARY PLAT OF

KETTLE PARK WEST

PART OF LOT 2, CERTIFIED SURVEY MAP No. 3430 AND OUTLOT 1, CERTIFIED SURVEY MAP No. 14057 AND ALL OF CERTIFIED SURVEY MAP No. 14059 AND PART OF THE NORTHEAST QUARTER OF THE SOUTHEAST QUARTER, PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER, PART OF THE SOUTHWEST QUARTER OF THE SOUTHEAST QUARTER AND ALL OF THE NORTHWEST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 01, TOWNSHIP 05 NORTH, RANGE 10 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN

VICINITY MAP
NOT TO SCALE

Exhibit A

LEGEND

- GOVERNMENT CORNER
- PLAT BOUNDARY
- PLAT RIGHT-OF-WAY LINE
- PLAT PROPERTY LINE
- PLAT CENTERLINE
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- SECTION LINE
- PROPERTY LINE
- EASEMENT LINE
- SETBACK LINE

north

0' 50' 100' 200'
SCALE: 1" = 100'

NOTES

1. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO GRID NORTH OF THE WISCONSIN COUNTY COORDINATE SYSTEM, DANE COUNTY. THE WEST LINE OF THE SOUTHEAST 1/4 OF SECTION 1, TOWNSHIP 5 NORTH, RANGE 10 EAST, BEARS N 00°04'53" W.
2. ALL STREET RIGHT-OF-WAYS WITHIN THE PLAT BOUNDARY ARE TO BE DEDICATED TO THE PUBLIC.
3. OUTLOTS 4 AND 5 OF THIS PLAT WILL BE DEDICATED AS A PARK ON THE FINAL PLAT.
4. OUTLOTS 1, 2 AND 3 ARE FOR STORMWATER IMPROVEMENTS; SUBJECT TO SEPARATE STORMWATER AGREEMENTS.
5. DISTANCES SHOWN ALONG CURVES ARE ARC LENGTHS.
6. 43 LOTS WITHIN THIS PLAT ARE DESIGNATED AS SINGLE FAMILY RESIDENTIAL, 4 LOTS AS DUPLEX, 6 LOTS AS MULTI FAMILY RESIDENTIAL, 1 LOT AS INSTITUTIONAL, 1 LOT AS PLANNED OFFICE, AND 1 LOT AS BUSINESS.
7. ALL INTERSECTION CORNERS HOLD RADIUS OF 25 FEET (TYPICAL).
8. SEE ATTACHED SOIL REPORT BY CGC, INC. FOR SOIL INFORMATION. NO BEDROCK WAS ENCOUNTERED AT ANY OF THE SOIL BORING LOCATIONS.

Parcel Area Table		
Lot #	Area (Sq Ft)	Area (Acre)
1	16,881	0.388
2	14,838	0.343
3	14,788	0.339
4	13,406	0.304
5	14,733	0.338
6	13,343	0.306
7	11,994	0.275
8	11,780	0.270
9	11,307	0.260
10	12,379	0.284
11	13,163	0.340
12	20,181	0.463
13	81,262	1.866
14	75,574	1.735
15	186,313	4.277
16	230,623	5.296

Parcel Area Table		
Lot #	Area (Sq Ft)	Area (Acre)
17	63,639	2.150
18	91,955	2.111
19	109,020	2.503
20	124,565	2.860
21	130,315	2.992
22	11,040	0.253
23	12,350	0.284
24	12,741	0.292
25	13,131	0.302
26	11,455	0.263
27	9,999	0.209
28	9,999	0.209
29	9,999	0.209
30	9,999	0.209
31	9,999	0.209
32	9,999	0.209

Parcel Area Table		
Lot #	Area (Sq Ft)	Area (Acre)
33	10,032	0.230
34	10,200	0.234
35	10,200	0.234
36	10,354	0.238
37	10,654	0.246
38	10,388	0.238
39	8,986	0.206
40	9,334	0.214
41	10,128	0.233
42	10,200	0.234
43	10,200	0.234
44	10,200	0.234
45	10,200	0.234
46	9,250	0.212
47	14,062	0.323
48	8,818	0.225

Parcel Area Table		
Lot #	Area (Sq Ft)	Area (Acre)
49	13,161	0.303
50	11,132	0.256
51	10,207	0.234
52	11,187	0.257
53	13,035	0.299
54	18,113	0.416
55	19,946	0.458
56	12,031	0.276

Parcel Area Table		
Lot #	Area (Sq Ft)	Area (Acre)
OL1	212,971	4.812
OL2	223,545	5.127
OL3	28,362	0.651
OL4	135,480	3.110
OL5	578,542	13.281
OL6	4,886	0.108

STREET AREA = 471,730 SQUARE FEET OR 10.830 ACRES

TOTAL AREA = 3,350,015 SQUARE FEET OR 76.906 ACRES

WISCONSIN JOHN KREIS S-1878 McFARLAND, WISCONSIN LAND SURVEYOR

JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

PROJECT NO. 20-7036	SUBMITTED BY:
FILE NO. 21-06	DRAWN BY: GG
PRELIMINARY No.	CHECKED BY: JK
SHEET 1	APPROVED BY: JMK

DESCRIPTION SUBMITTAL DATE:	DECEMBER 28, 2020
FORMAL SUBMITTAL DATE:	JANUARY 14, 2021
REVISION SUBMITTAL DATE:	FEBRUARY 26, 2021
REVISION SUBMITTAL DATE:	MARCH 23, 2021
REVISION SUBMITTAL DATE:	MARCH 23, 2021
REVISION SUBMITTAL DATE:	APRIL 23, 2021
REVISION SUBMITTAL DATE:	APRIL 22, 2022
REVISION SUBMITTAL DATE:	APRIL 28, 2022
REVISION SUBMITTAL DATE:	APRIL 28, 2022

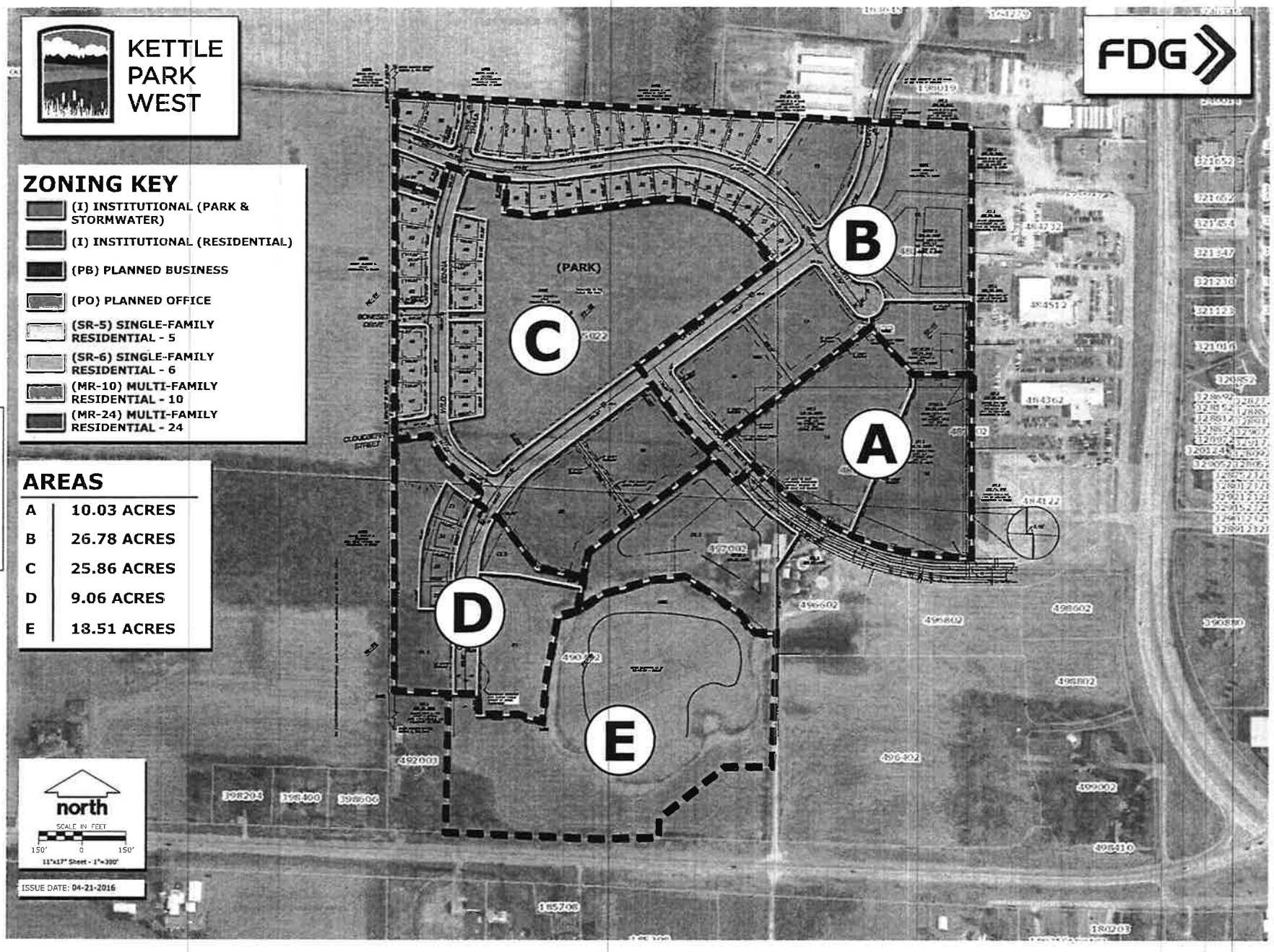
PREPARED FOR:

FORWARD DEVELOPMENT GROUP, LLC
161 HORIZON DRIVE, STE. 101A
VERONA, WI 53593
(608) 845-9050

PREPARED BY:

JSD PROFESSIONAL SERVICES, INC.
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
(608) 845-5080

Exhibit B



JSD Professional Services, Inc.
• Engineers • Surveyors • Planners

KETTLE PARK WEST II
PHASE II AREAS EXHIBIT
STOUGHTON, WI

FOR PLANNING PURPOSES ONLY

DECEMBER 13, 2016 RESOLUTION

CITY OF STOUGHTON, 381 E. MAIN STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Resolution by the Common Council of the City of Stoughton
Conditionally Approving the Final Plat of Kettle Park West

Committee Action: Planning Commission recommends Council approval – with the Mayor voting.

Fiscal Impact: N/A

File Number:	**Date Introduced:**

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

RECITALS

A. A preliminary plat entitled "Preliminary Plat of Kettle Park West" was submitted by Forward Development Group (the "Developer") to the City of Stoughton (the "City"), and conditionally approved by Resolution No. R-45-2016.

B. A final plat entitled "Kettle Park West" with revision date October 10, 2016 (the "Plat") was submitted by the Developer to the City on October 28, 2016 for review and action, and the statutory review period will expire on December 27, 2016. A copy of the Plat is attached as Attachment A.

C. The Plat was referred to the Plan Commission for review and recommendation to the City Council.

D. The Plan Commission has reviewed the Plat, and determined that the Plat will only be consistent with the conditions in Resolution No. R-45-2016 if the all of the conditions set forth below are satisfied. The Plan Commission recommended approving the Plat subject to the conditions set forth below.

E. The Common Council has reviewed the Plat, and agrees with the Plan Commission recommendations. The Common Council has further determined that Condition No. 3 in Resolution No. R-45-2016 need not be satisfied to proceed with the Plat, because Jackson Street is not extended by the Plat to Oak Opening Drive.

RESOLUTION

The Common Council of the City of Stoughton hereby approves the Plat of Kettle Park West (revision date October 10, 2016) subject to the following conditions:

1. A development agreement providing for the construction of all on-site and off-site public improvements needed to serve the Plat, and meeting the requirements of Section 66-903 of the City of Stoughton Code of Ordinances, must be approved and executed by the City and Developer before the City will the Plat.

2. All unpaid special assessments levied against any lands within the Plat must be paid before the City will sign the Plat.

3. Before the City will sign the Plat, Developer must provide written confirmation from the Capital Area Regional Planning Commission ("CARPC") that the Plat and the proposed development of the lands within the Plat are consistent with and meet all of the conditions and recommendations adopted by CARPC or the Department of Natural Resources in connection with the addition of the lands within the Plat to the City of Stoughton Urban Service Area.

4. The Plat shall include a notation informing prospective purchasers of the obligation to pay park improvement fees to the City at the time a building permit is issued.

5. Before the City will sign the Plat, Developer must reimburse the City for all expenses incurred by the City in connection with its review and processing of the Preliminary Plat, the Plat, and the development of the lands within the Plat. Such reimbursement shall include all fees the City has paid to legal, planning, engineering, financial and other consultants.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

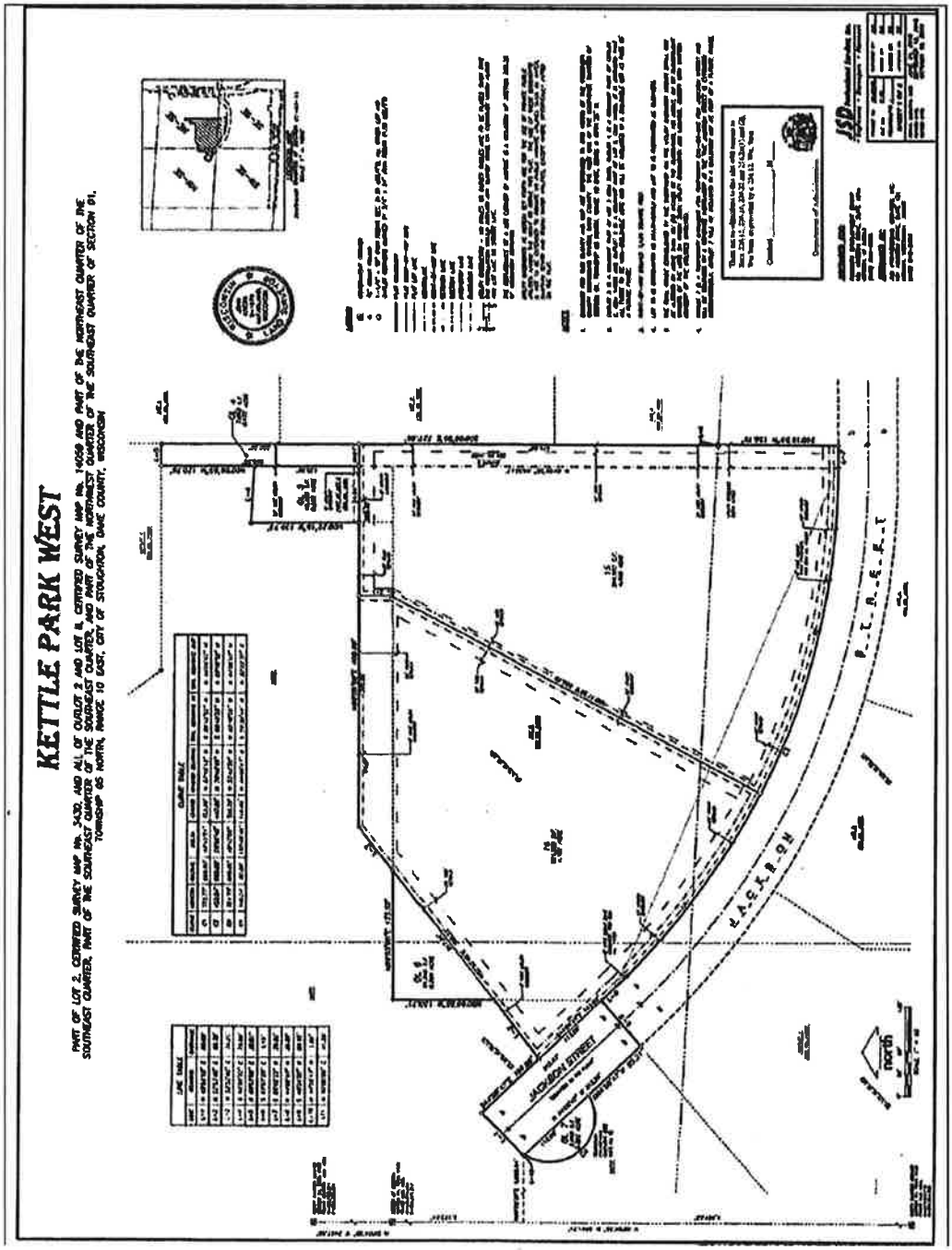
Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Donna Olson, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

L:\DOCS\005649\001849\RES\3BI6738.DOCX

L:\DOCS\005649\001849\RES\3BI6738.DOCX
0503181509

ATTACHMENT A