CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: September 27, 2019

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Finance Committee Agenda Item – Dvorak Investments II, LLC Pre-Annexation Agreement

The City of Stoughton has received a request by Dvorak Investments II, LLC to annex properties from the Town of Rutland. The City has prepared a draft Pre-Annexation Agreement outlining conditions related to the annexation for your consideration. The Department of Administration has reviewed the annexation request as required and found it to be in the public interest.

We anticipate the following schedule for consideration of the annexation:

October 8, 2019 – Finance Committee to consider the Pre-Annexation Agreement
October 14, 2019 – Plan Commission to consider Temporary Zoning & Annexation Ordinance
October 22, 2019 – Council to consider Pre-Annexation Agreement and 1st Reading of the Annexation Ordinance
November 12, 2019 – Council to consider 2nd reading of Annexation Ordinance

If you have any questions, please contact me.

PRE-ANNEXATION AGREEMENT

CITY OF STOUGHTON – DVORAK INVESTMENTS II, LLC

This Agreement is made and entered into by the City of Stoughton, a Wisconsin municipal corporation (the "City"), and DVORAK INVESTMENTS II, LLC, a Wisconsin limited liability corporation (hereafter referred to as the "Developer").

RECITALS

A. Developer has filed the Unanimous Petition for Direct Annexation Under § 66.0217(2), Wis. Stats. (the "Petition") attached as Attachment A to this Agreement. The Petition asks the City to annex certain territory (the "Territory") to the City of Stoughton.

B. Developer acknowledges that Developer is voluntarily and of its own accord requesting annexation of the Territory to the City, and that the City has not initiated or required the annexation.

C. Annexation of the Territory is consistent with the City's Comprehensive Plan and is necessary in order to provide urban services to the Territory.

D. The annexation and development of the Territory are beneficial to the City if accomplished in accordance with the terms of this Agreement in that such annexation and development will increase the City's tax base; provide lands for needed growth of the City; permit the sound planning and development of the Territory; and otherwise promote the public welfare.

E. The parties desire that the Territory be developed in a manner that complies with the City's Comprehensive Plan, the City's Official Map, and all City ordinances, and in a manner that minimizes the cost of the development to City taxpayers.

F. The City and Developer acknowledge that they enter into this Agreement for their mutual benefit and in order to address certain obligations and set forth certain understandings relating to the development of the Territory in the event the Territory is annexed to the City.

AGREEMENT

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows.

1. ZONING AND DEVELOPMENT OF THE TERRITORY.

A. Zoning. The annexation ordinance shall provide a temporary zoning classification for the Territory of RH - Rural Holding.

B. Permanent Zoning and Compliance with Plans and Regulations. The parties anticipate that, following annexation, Developer will apply for permanent zoning of the Territory that is consistent with the City's Comprehensive Plan. Any development of the Territory shall be consistent with the City's Comprehensive Plan, and shall be reviewed and considered in accordance with the City's Comprehensive Plan, and land division, zoning, stormwater management, building and other regulations relating to the development of the Territory.

C. Public Improvements. Developer shall be solely responsible for the cost of constructing any and all public improvements needed to serve the development of the Territory, including the cost of extending any off-site improvements to the Territory. The City shall have no obligation to obtain any property interests needed to extend public improvements to the Territory, through the exercise of eminent domain or otherwise.

D. Other Requirements Apply. Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying, obligations, procedures or requirements to the City of Stoughton pertaining to the future development or division of the Territory.

2. FEES AND COSTS.

A. Application, Review and Administrative Fees. Developer shall pay to the City, immediately after presentation of a written request for payment, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred or accrued before or after the execution of this Agreement in connection with: (1) the review and processing of petitions, applications and plans for the annexation, rezoning, division or development of the Territory; (2) the negotiation, preparation, consideration and review of this Agreement and other agreements relating to the Development of the Property; (3) the rezoning, subdivision or development of the Territory. Consulting, planning, engineering, and legal fees shall be the actual costs to the City on the basis of submitted invoices. Administrative fees including city staff time shall be calculated based on the actual cost to the City, including all wages and benefits paid to City employees. Inspection and observation fees during construction shall be the actual cost to the City on the basis of submitted invoices. Before processing any application for approval of any land division, change in zoning, erosion control or stormwater management plan, or other approval, the City may require Developer to deposit funds with the City in such amount as the City may request, but not more than $15,000.00, to secure Developer's payment

of costs pursuant to this Section. The City may apply the deposit to pay costs that are past due, in the City's sole discretion. If the deposit is less than $15,000.00, the City may require Developer to supplement the deposit by such amount as the City may request, up to a total deposit of not more than $15,000.00. If Developer fails to pay any deposit or pay any cost when due, the City may suspend the processing of any and all pending applications, and Developer hereby agrees that any legally imposed time periods for acting on any land division, zoning or other approvals will be tolled until Developer makes any required deposit or pays any required costs pursuant to this Section.

B. Developer shall pay to the City, immediately after presentation of a written request for payment, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred by the City in connection with any application to amend the Stoughton Urban Service Area, the Dane County Water Quality Plan or the Dane County Land Use and Transportation Plan to facilitate development of the Territory. Prior to the City applying to add the Territory to the Stoughton Urban Service Area, Developer shall deposit $25,000.00 with the City which the City shall apply to pay the costs it may incur in connection with the Urban Service Area amendment process. The City shall use the deposit before billing Developer for such costs. If the City's total costs in connection with the Urban Service Area amendment process are less than $25,000.00, then the balance of the deposit shall be returned to Developer.

C. Town Taxes. Developer shall reimburse the City for any amounts the City is required by law to pay to the Town of Dunn as a result of the annexation of the Territory. Any such reimbursements shall be paid within 30 days after the City requests payment.

D. Impact and Connection Fees. The City requires the payment of certain impact fees pursuant to Chapter 67 of the Municipal Code of the City of Stoughton. As of the effective date of this Agreement, the City does not require the payment of a fee to connect to the City's sanitary sewer system or water system. Nothing in this Agreement is intended to relieve Developer from paying to the City fees and costs related to the zoning, division or development of the Territory, and required by the City's ordinances or policies.

3. EFFECTIVE DATE AND EXPIRATION OF THIS AGREEMENT.

A. Effective Date. This Agreement shall be effective upon execution.

B. Expiration. If the City has not adopted an ordinance annexing the Territory on or before December 11, 2019, then this Agreement shall automatically,

and without any further action, become null and void and of no force or effect, except that Developer shall pay any costs for which it is responsible under Section 2 of this Agreement as of such date.

4. OTHER PROVISIONS.

A. Duration. This Agreement shall continue until a written release signed by the City and Developer is recorded, or until it automatically terminates under section 3 B.

B. Governing Law. This Agreement shall be governed by, and enforced in accordance with the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.

C. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be valid against the City or Developer.

D. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement.

E. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement. This Agreement shall be construed simply and fairly to both parties.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

G. Severability. If any part of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of the Agreement to the greatest extent permitted by applicable law.

IN WITNESS WHEREOF, the parties have executed this Pre-Annexation Agreement.

DEVELOPER:
DVORAK INVESTMENTS II, LLC

By_____
Robert H. Dvorak, Authorized Member

CITY:
City of Stoughton
Dane County, Wisconsin

By_____
Tim Swadley, Mayor

By:_____
Holly Licht, City Clerk

Attachments:
Exhibit A - Annexation Petition

Approved as to Form:

STAFFORD ROSENBAUM LLP
Attorneys for the City of Stoughton

By_____
Matthew P. Dregne

EXHIBIT A

ANNEXATION PETITION

UNANIMOUS PETITION FOR DIRECT ANNEXATION UNDER § 66.0217(2), WIS. STATS.

To the City Council of the City of Stoughton, Dane County, Wisconsin:

1. The undersigned hereby petition for direct annexation of the territory legally described on Exhibit A attached hereto to the City of Stoughton, Dane County, Wisconsin, whereby said territory would be detached from the Town of Dunn, Dane County, Wisconsin, pursuant to § 66.0217(2), Wis. Stats.

2. Attached hereto as Exhibit B is a scale map which accurately reflects the legal description of the property to be annexed and the boundary of the annexing the City and includes a graphic scale on the face of the map.

3. The current population of the territory proposed to be annexed is 0.

4. This petition has been signed by the owners of all of the land within the territory proposed to be annexed, and by all of the electors residing within the territory proposed to be annexed.

Owners of All Lands Within the Territory Proposed to be Annexed:

Name of Owner: Dvorak Investments II, LLC

Address of Owner: 1081 Eagle Court
Edgerton, WI. 53534

Date of Signing: May 7, 2019

Signature: By: _____
Robert H. Dvorak,
Authorized Member

RHD Properties LLC
Annexation Legal Description

<u>Parcel 1:</u>
A part of the Northeast ¼ of the Southeast ¼ and a part of the Southeast ¼ of the Northeast ¼ all within Section 36, Township 6 North, Range 10 East in the Town of Dunn, Dane County, Wisconsin. More particularly described as follows:
Commencing at the East ¼ corner of said Section 36; thence South 01°22'47" West along the East line of the Southeast ¼ of said Section 36, a distance of 66.01 feet to the Point of Beginning; thence continuing South 01°22'47" West along the East line of the Southeast ¼ of said Section 36, a distance of 1246.53 feet to the Southeast corner of the said Northeast ¼ of the Southeast ¼; thence North 89°42'12" West along the South line of the said Northeast ¼ of the Southeast ¼, a distance of 1311.99 feet to the Southwest corner of the said Northeast ¼ of the Southeast ¼; thence North 01°11'51" East along the West line of the said Northeast ¼ of the Southeast ¼, a distance of 1319.32 feet to the Northwest corner of the said Northeast ¼ of the Southeast ¼; thence North 01°17'52" East along the West line of the said Southeast ¼ of the Northeast ¼, a distance of 1091.70 feet to a point on the Southwesterly right-of-way of USH 51; thence along the Southwesterly right-of-way of USH 51 the following courses:

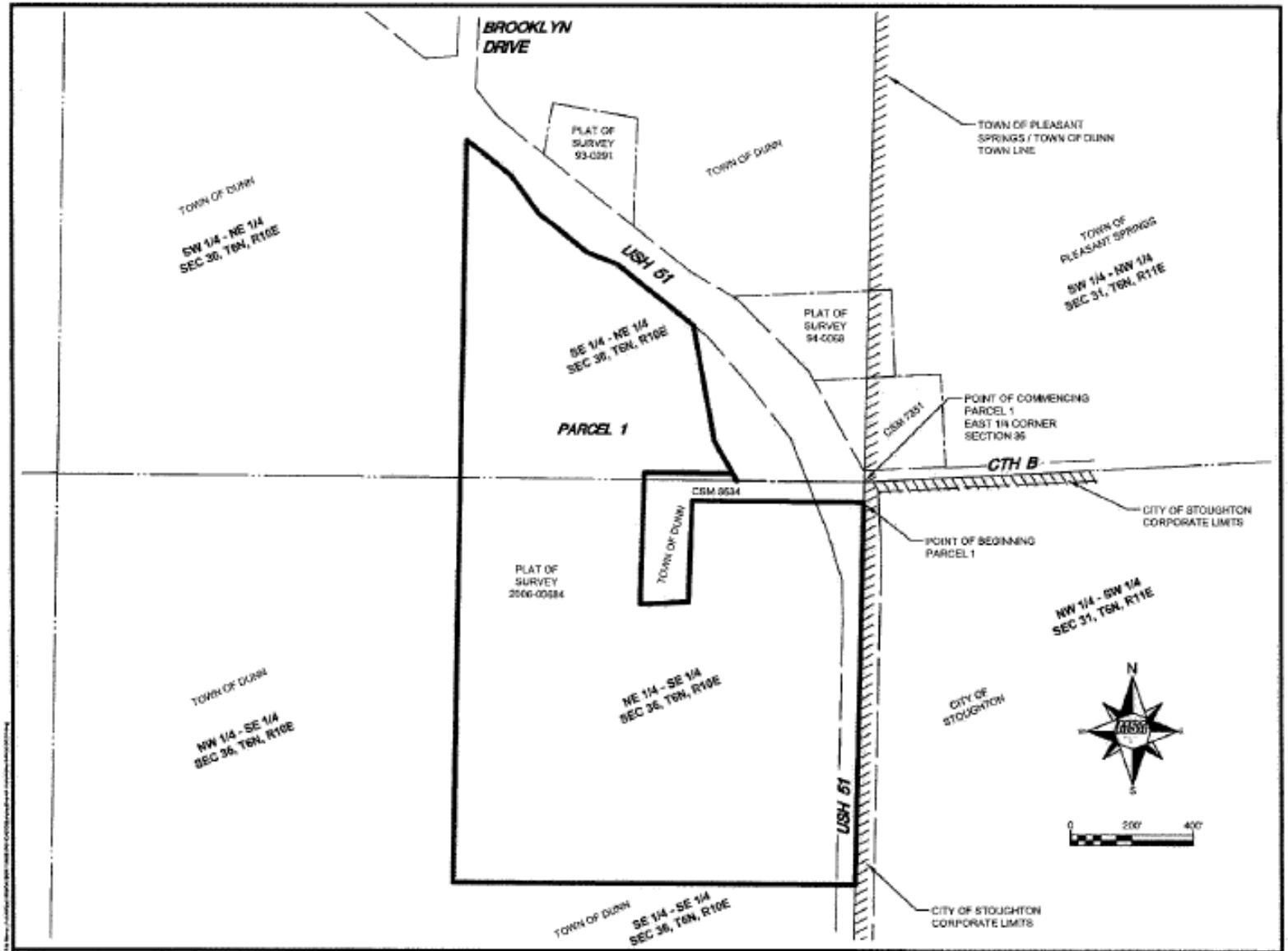
1) Thence South 51°30'25" East, a distance of 181.94 feet;
2) Thence South 36°34'32" East, a distance of 155.24 feet;
3) Thence South 51°30'25" East, a distance of 200.00 feet;
4) Thence South 68°12'22" East, a distance of 104.40 feet;
5) Thence South 51°30'25" East, a distance of 316.16 feet to a point at the intersection of the westerly property line of lands owned by Wisconsin Department of Transportation;

Thence leaving the said right-of-way of USH 51 South 10°09'19" East along the westerly property line of lands owned by the Wisconsin Department of Transportation, a distance of 381.88 feet; thence South 29°57'19" East along the westerly property line of lands owned by the Wisconsin Department of Transportation, a distance of 146.40 feet to a point on the North line of Lot 1 of Certified Survey Map No. 8634 recorded in Volume 47, Pages 224-225 as Document No. 2869955; thence along the boundary of said Lot 1 the following courses:

1) Thence North 89°23'36" West, a distance of 1.02 feet;
2) Thence North 30°03'52" West, a distance of 26.76 feet;
3) Thence North 89°24'19" West, a distance of 286.90 feet;
4) Thence South 01°57'05" West, a distance of 428.79 feet;
5) Thence North 87°23'21" East, a distance of 157.87 feet;
6) Thence North 02°11'39" East, a distance of 330.86 feet;
7) Thence South 89°24'19" East, a distance of 402.03 feet to a point on the said Southwesterly right-of-way of USH 51;

Thence leaving the said boundary of Lot 1 of Certified Survey Map No. 8634 and continuing South 89°24'19" East, a distance of 156.96 feet to the Point of Beginning.

Said Parcel contains 2,235,268 square feet or 51.315 acres more or less.



ANNEXATION MAP

DVORAK PROPERTY
BOB DVORAK
STOUGHTON, WI

AMENDED

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
PO Box 1645, Madison WI 53701
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
http://doa.wi.gov/municipalboundaryreview

Petitioner Information

Name: **DVORAK INVESTMENTS II, LLC**

Address: **ATTN: ROBERT DVORAK**
1081 EAGLE COURT
EDGERTON, WI 53534

Email: **BOB@RHDPROPERTIES.COM**

Office use only:

RECEIVED
AUG 20 2019
Municipal Boundary Review
Wisconsin Dept. of Admin.

1. Town where property is located: **DUNN**
2. Petitioned City or Village: **STOUGHTON**
3. County where property is located: **DANE**
4. Population of the territory to be annexed: **0**
5. Area (in acres) of the territory to be annexed: **51.315**
6. Tax parcel number(s) of territory to be annexed (if the territory is part or all of an existing parcel): **028/061038480011 AND 028/061036196516**

Petitioners phone: **608-712-2048**

Town clerk's phone: **608-838-1081**

City/Village clerk's phone: **608-873-6677**

Contact Information if different than petitioner:

Representative's Name and Address:
RUMPF LAW OFFICE, S.C.
ATTN: MICHAEL D. RUMPF
PO BOX 1
CAMBRIDGE, WI 53523
Phone: **608-423-3254**
E-mail: **MRUMPF@RUMPFLAW.COM**

Surveyor or Engineering Firm's Name & Address:
MSA PROFESSIONAL SERVICES, INC.
ATTN: KEVIN LORD
2901 INTERNATIONAL LANE #300
MADISON, WI 53704
Phone: **608-242-7779**
E-mail: **KLORD@MSA-PS.COM**

Required Items to be provided with submission (to be completed by petitioner):

1. ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. ☐ Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
   - ☐ Unanimous per s. 66.0217 (2), or,

   OR
   - ☐ Direct by one-half approval per s. 66.0217 (3)
5. ☐ Check or money order covering review fee [see next page for fee calculation]

(2012)

Rumpf
Law Office, S.C.

152 W. Main Street | P.O. Box 1 | Cambridge, WI 53523
608.423.3254 | fax 608.423.4570

Michael D. Rumpf
mrumpf@rumpflaw.com

August 15, 2019

Municipal Boundary Review
PO Box 1645
Madison, WI 53701

RE: Dvorak Investments II, LLC Annexation
MBR number 14218

Municipal Boundary Review:

Enclosed please find the following:

1. Copy of your letter dated June 17, 2019 regarding file no. 14218.
2. Copy of an Amended Request for Annexation Review.
3. Copy of the amended legal description.
4. Copy of the amended annexation map.

Please process.

Very truly yours,

Michael D. Rumpf
MDR/s
Encl.
cc: City of Stoughton
Town of Dunn
Robert Dvorak

RHD Properties LLC
Annexation Legal Description

Parcel 1:

A part of the Northeast ¼ of the Southeast ¼ and a part of the Southeast ¼ of the Northeast ¼ all within Section 36, Township 6 North, Range 10 East in the Town of Dunn, Dane County, Wisconsin. More particularly described as follows:

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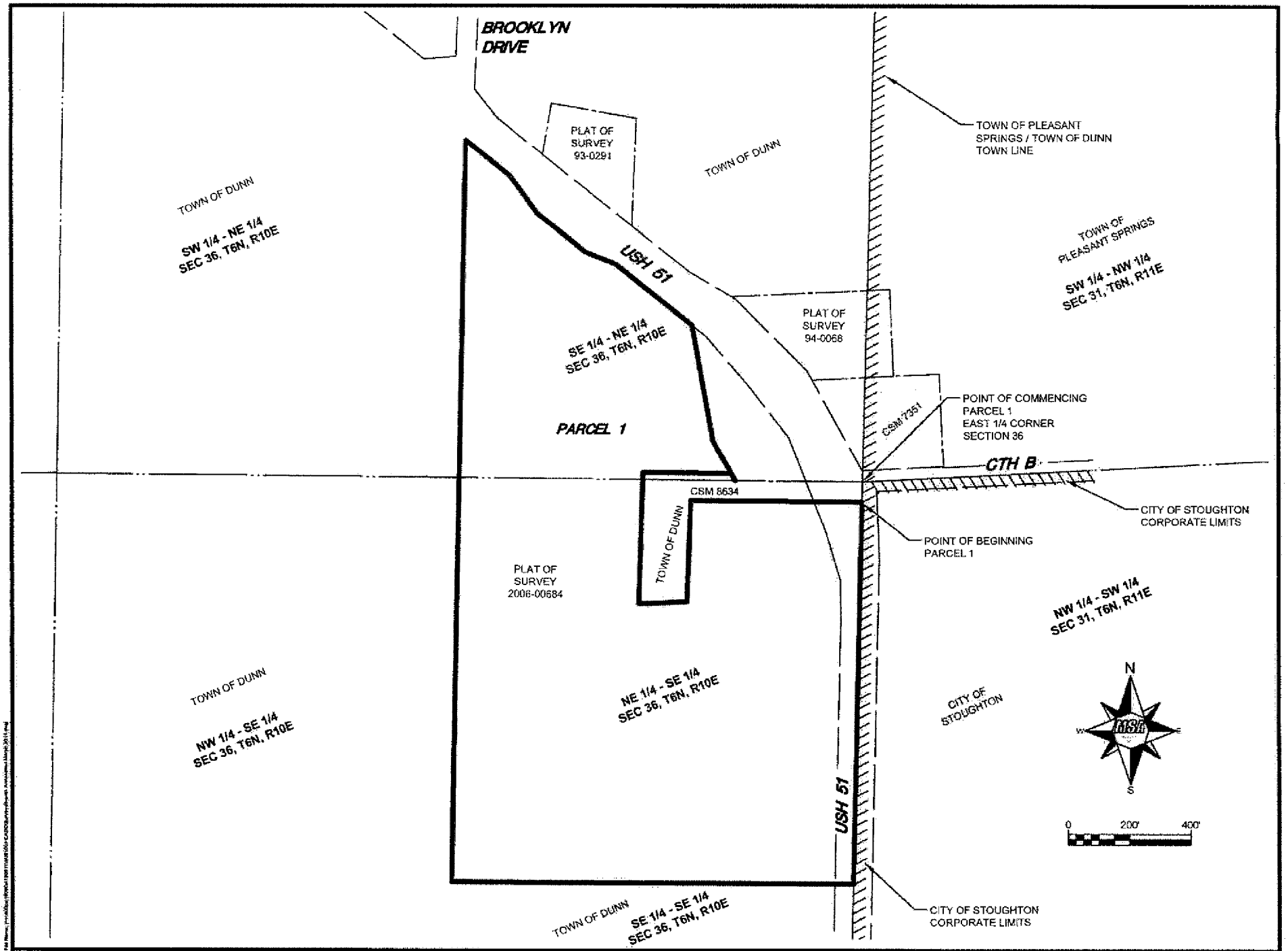


ANNEXATION MAP

DVORAK PROPERTY
BOB DVORAK
STOUGHTON, WI.

TONY EVERS
GOVERNOR
JOEL BRENNAN
SECRETARY
Municipal Boundary Review
PO Box 1645, Madison WI 53701
Voice (608) 264-6102 Fax (608) 264-6104
Email: **wimunicipalboundaryreview@wi.gov**
Web: **http://doa.wi.gov/municipalboundaryreview**

September 10, 2019 PETITION FILE NO. 14248

HOLLY LICHT, CLERK
CITY OF STOUGHTON
207 S FORREST ST
STOUGHTON, WI 53589-1724

CATHY HASSLINGER, CLERK
TOWN OF DUNN
4156 COUNTY RD B
MC FARLAND, WI 53558-9754

Subject: DVORAK INVESTMENTS ANNEXATION

The proposed annexation submitted to our office on August 20, 2019, has been reviewed and found to be in the public interest.

This petition is an amendment to an earlier proposal – MBR #14218 – which was found to be *Against the Public Interest* because it would have created a town island contrary to Wisconsin statutes. Additionally, the Department was unclear whether services could be provided to the area.

In determining whether an annexation is in the public interest, s. 66.0217 (6), Wis. Stats. requires the Department to examine "[t]he shape of the proposed annexation and the homogeneity of the territory with the annexing village or city…." so as, to ensure the resulting boundaries are rational and compact. The statute also requires the Department to consider whether the annexing city or village can provide municipal services to the territory, or whether a neighboring community could better provide needed and requested services

The amended petition is for territory that is reasonably shaped and contiguous to the City of Stoughton. The amended petition corrects the prior town island problem by excluding territory to the east and north to connect the former island parcel to the rest of the Town.

Regarding services, the City has provided information from its comprehensive plan which anticipates that this annexation territory will ultimately become part of the City's *Northwest Planned Mixed Use Area*. Some requested City services will be available immediately. Others, such as sewer and water service, will require more time. For example, an Urban Service Amendment is needed to extend sewer and water infrastructure, which the City estimates could take 5 years or more. Clearly no other neighboring community could better provide the requested services to the territory.

The Town again points out that the land use changes motivating this annexation, and the City's designating this area as its *Northwest Planned Mixed Use Area*, run directly counter to the Town's comprehensive plan which designates this territory as *Agricultural Preservation Area*. The two Communities' comprehensive plans lay bare their divergent future land use visions for this area. However, both Communities comprehensive plans are consistent in that both plans recommend creating an intergovernmental boundary

agreement, preserving farmland, promoting compact and orderly development, and implementing joint planning to "keep issues calm and outcomes predictable and mutually beneficial"[1]. Developing a boundary agreement could successfully resolve the Communities' shared land use and service issues. The Town already has an existing boundary agreement with the Village of McFarland, which could serve as impetus and precedent.

The Department reminds clerks of annexing municipalities of the requirements of s. 66.0217 (9)(a), Wis. Stats., which states:

"The clerk of a city or village which has annexed shall file immediately with the secretary of administration a certified copy of the ordinance, certificate and plat, and shall send one copy to each company that provides any utility service in the area that is annexed. The clerk shall record the ordinance with the register of deeds and file a signed copy of the ordinance with the clerk of any affected school district..."

State and federal aids based on population and equalized value may be significantly affected through failure to file with the Department of Administration. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please include your MBR number 14248 with your ordinance.** Ordinance filing checklist available at http://mds.wi.gov/, click on "Help on How to Submit Municipal Records". Email scanned copy of required materials (color scan maps with color) to mds@wi.gov or mail to: Wisconsin Department of Administration, Municipal Boundary Review, PO Box 1645, Madison WI 53701-1645.

The petition file is available for viewing at: http://mds.wi.gov/View/Petition?ID=2322
Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke, Municipal Boundary Review

cc: petitioner

[1] *City of Stoughton Comprehensive Plan* (2017), page 154

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

August 22, 2019

Municipal Boundary Review – DOA
Attention: Erich Schmidtke
101 E. Wilson Street
P.O. Box 1645, Madison, WI 53701

Re: Dvorak Investments II, LLC Annexation: Petition File No. 14248

Dear Mr. Schmidtke:

I have attached the completed Annexation Review Questionnaire for the above annexation petition. This letter is intended to supplement the responses within the questionnaire.

- The petition area is located within the City's Comprehensive Plan to accommodate urban development as part the City of Stoughton. Our Future Land Use Map (copy included) depicts this area as part of the Northwest Planned Mixed Use Area.
- The petition area is contiguous to a large tract of land south of CTH B on the east side of USH 51 that is already in the City limits.
- While this property is currently not in the Urban Service Area, it is anticipated an Urban Service Area amendment will be pursued to include the petition area as the plan for development evolves. Having this property within the City will bolster the application for an Urban Service Area Amendment.
- As reflected in the questionnaire, this property is currently undeveloped and the Town taxes for five years (total $257) will be paid to the Town.
- Stoughton's development history has provided for compact urban development. Working under the City's Comprehensive Plan and Ordinances, the City will work with the landowner to develop a plan for the petition area. Developing a detailed plan for the area before annexation leaves uncertainty of whether an annexation would be approved in the future.
- Upon annexation, we anticipate the petition area will continue to be used for agricultural purposes until development occurs.
- The City has a full-time Director of Planning & Development and a full-time Assistant Planner/Zoning Administrator. The City utilizes local zoning and subdivision regulations for properties within the City as a tool to implement the City's Comprehensive Plan.
- We anticipate a new ward will be created for the petition area.

Please let me know if you have any follow up questions.

Sincerely,
CITY OF STOUGHTON

Rodney Scheel

Rodney Scheel
Director of Planning & Development

Annexation Review Questionnaire

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-264-6104
wimunicipalboundaryreview@wi.gov
http://doa.wi.gov/municipalboundaryreview/

Petitioner: **Dvorak Investments II, LLC**

Petition Number: **14248**

1. Territory to be annexed: From Town of: **Dunn** To City/Village of: **City of Stoughton**

2. Area (Acres): **51.315**

3. Pick one: ☒Property Tax Payments **OR** ☐Boundary Agreement

a. Annual town property tax on territory to be annexed: $**51**
b. Total that will be paid to Town (annual tax multiplied by 5 years): **257**
c. Paid by: ☒Petitioner ☐City ☐Village ☐Other:

a. Title of boundary agreement _____
b. Year adopted ____
c. Participating jurisdictions
d. Statutory authority (pick one)
☐s. 66.0307 ☐s. 66.0225 ☐s. 66.0301

4. Resident Population: Electors: **0** Total: **0**

5. Approximate **present land use** of territory:
Residential: ____% Recreational: ____% Commercial: ____% Industrial: ____%
Undeveloped: **100**%

6. If territory is undeveloped, what is the **anticipated use**?

Residential: **35**% Recreational: **15**% Commercial: **40**% Industrial: **5**%
Other: **5%**

Comments: **The City's Comprehensive Plan includes the annexation area in our Future Land Use Map as part of our Northwest Planned Mixed Use Area.**

7. Has a ☐preliminary or ☐final plat been submitted to the Plan Commission: ☐Yes ☒No
Plat Name: _____

8. What is the **nature of land use adjacent** to this territory in the city or village? **Agriculture**

In the town?: **Agriculture**

9. What are the **basic service needs** that precipitated the request for annexation?

☒Sanitary sewer ☒Water supply ☒Storm sewers
☐Police/Fire protection ☐EMS ☒Zoning
Other:

10. Is the city/village or town capable of providing needed utility services?

City/Village ☒Yes ☐No. Town ☐Yes ☒No

If yes, approximate time table for providing service:	City/Village	Town
Sanitary Sewers immediately	☒	☐
or, write in number of years.	5+	____
Water Supply immediately,	☒	☐
or, write in number of years.	5+	____

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?
☒Yes ☐No.

If yes, identify the nature of the anticipated improvements and their probable costs: **Sanitary Sewer & water infrastructure will need to be extended to this area. Once development plans area submitted and as part of the Urban Service Amendment process, the City will evaluate the scope of these improvements along with the timing and funding mechanisms available.**

11. Planning:

1. Do you have a comprehensive plan for the City/Village/Town? ☒Yes ☐No

   Is this annexation consistent with your comprehensive plan? ☒Yes ☐No

   Describe: **The petition area is located within the City's Comprehensive Plan to accommodate urban development as part the City of Stoughton. Our Future Land Use Map depicts this area as part of the Northwest Planned Mixed Use Area**

2. Annual appropriation for planning? $ _____

3. How is the annexation territory now zoned? **County Zoning - A-1(Ex)**

4. How will the land be zoned and used if annexed? **Under City Zoning, Planned Mixed Use which can include: Planned Business, Institutional, Planned Office, Planned Industrial and Multifamily.**

12. Other relevant information and comments bearing upon the public interest in the annexation:

Prepared by: ☐Town ☒City ☐Village

Name: **Rodney Scheel**

Email: **rjscheel@ci.stoughton.wi.us**

Phone: **608-873-6619**

Date: **8-22-2019**

Please **RETURN PROMPTLY** to:
wimunicipalboundaryreview@wi.gov

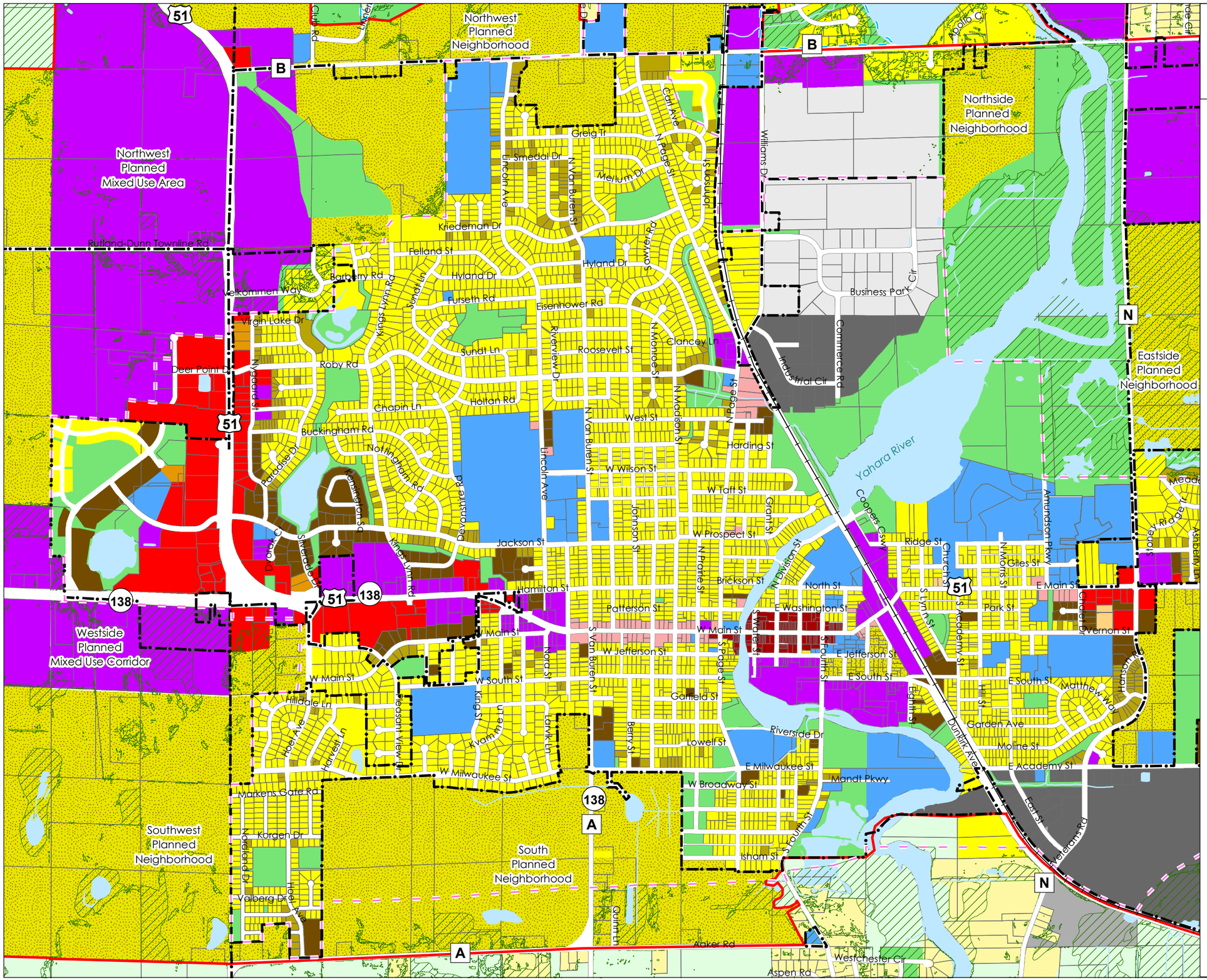
Municipal Boundary Review
PO Box 1645, Madison WI 53701

Fax: (608) 264-6104

(April 2013)

City of Stoughton Comprehensive Plan

Map 6a

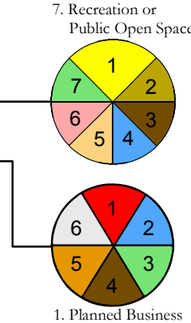


Future Land Use

- Planned Stoughton Urban Development Area**
- 2017 Urban Service Areas
- 2017 Limited Service Areas
- 2017 Municipal Boundaries
- Railroads

Future Land Use

- Agriculture/Rural/Vacant
- Unsewered Residential
- Single Family Residential
- Two Family Residential
- Multi-Family Residential
- Planned Neighborhood
- Central Business
- Planned Mixed Use
- Planned Office
- Neighborhood Office
- Planned Business
- Neighborhood Business
- Planned Industrial
- General Industrial
- Heavy Industrial
- Landfill/Extraction
- Institutional
- Recreation or Public Open Space
- Environmental Corridor (subject to confirmation)*
- Surface Water
- Right-of-Way



1. Single Family Residential
2. Two Family Residential
3. Multi-Family Residential
4. Institutional
5. Neighborhood Office
6. Neighborhood Business
7. Recreation or Public Open Space

1. Planned Business
2. Institutional
3. Recreation or Public Open Space
4. Multi-Family Residential
5. Planned Office
6. Planned Industrial

Shapes on map represent general recommendations for future land use. Actual boundaries between different land use types and associated zoning districts may vary somewhat from representations on this map. Existing (not future) land use pattern shown beyond Planned Development Area.

*Environmental corridors are a composite of the most important natural resources. Individual components consist of most of those elements seen on Map 2: Natural Resources. These include: DNR Wetlands, 100 Year Floodplain, Woodlands, Public Lands, Steep Slopes above 12%, and all other Environmental Corridors as defined by CARPC. Within the Stoughton Urban Service Area, only Corridors defined by CARPC are depicted.

** See Table 9 for Acreage Totals.

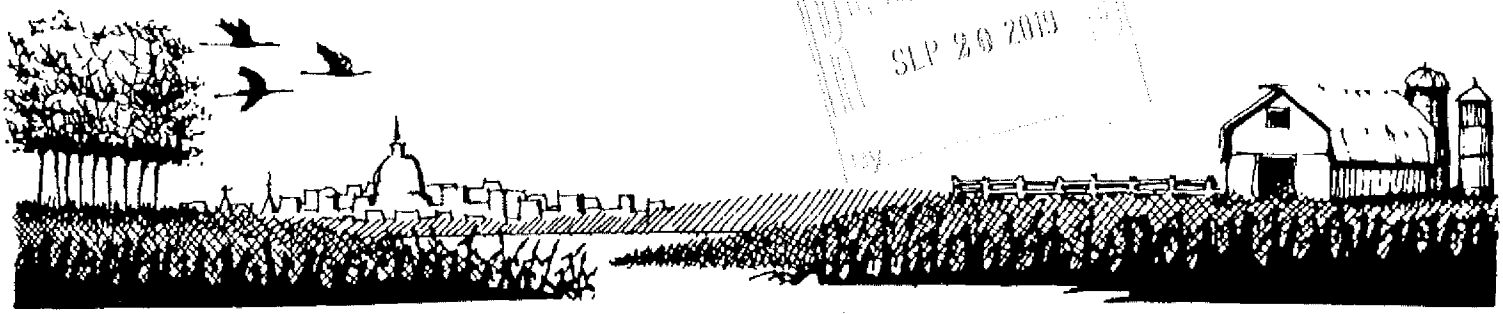
0 0.125 0.25 0.5 Miles

Adopted: July 11, 2017

Sources: Dane County LIO, City of Stoughton, CARPC, FEMA, WI DNR, Madison Area Transportation Planning Board

VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

N



RECEIVED
SEP 20 2019
BY

TOWN OF DUNN - 4156 COUNTY ROAD B, McFARLAND, WI 53558
Website: www.town.dunn.wi.us
E-mail: townhall@town.dunn.wi.us

Phone: (608) 838-1081
FAX: (608) 838-1085

September 18, 2019

Holly Licht
207 S. Forrest Street
Stoughton, WI 53589

Dear Holly,

Enclosed, you will find Resolution 2019-10 Opposing Amended Annexation Petition File Number 14218, approved by the Town of Dunn Town Board on September 10, 2019.

Please share this letter and Resolution 2019-10 with the appropriate Commissions and Boards in Stoughton. The DOA analysis recommends that the City and Town develop a boundary agreement. The Town and Village of McFarland have an existing boundary agreement that has worked well for both parties and the Town would be open to discussing such an agreement with the City of Stoughton.

Sincerely,

Ben Kollenbroich
Planning & Land Conservation Director
Town of Dunn
608.838.1081 ext. 205

Resolution 2019-10

To Oppose Amended Annexation Petition File Number 14218 for a Unanimous Petition for Direct Annexation from the Town of Dunn to the City of Stoughton in Section 36

WHEREAS, a landowner in the Town of Dunn has filed a unanimous petition for direct annexation of parcels 0610-364-8001-1 and 0610-361-9561-6 to the City of Stoughton; and

WHEREAS, the Town has reached out to the City of Stoughton to develop a boundary agreement and the Town believes it should be afforded the chance to work on this boundary agreement with Stoughton prior to the City considering this annexation petition; and

WHEREAS, in response to the original annexation petition, the Wisconsin Department of Administration wrote that it is unclear if the City of Stoughton can provide needed services to the proposed annexation parcels and the City also indicated that an extension of the Urban Service Area is necessary, but a timeframe for such extension is unknown. Since one of the measures of public interest under s. 66.0217(6)(c) is whether governmental services supplied to the territory proposed for annexation "could clearly be better supplied" by another city, the Town does not believe this threshold has been met; and

WHEREAS, the proposed area to be annexed is roughly one half mile away from the City's current residential boundary, thus meaning in order to provide water or sewer services to the area, the Urban Service Area of Stoughton must be extended, likely resulting in an increase of tax payer burden due to the addition of infrastructure and its associated costs; and

WHEREAS, there is already 185 acres of undeveloped land in the adjacent area and within the City of Stoughton. These lands lie between the proposed annexation territory and the current residential boundary and are closer to the urban service boundary than the proposed annexation area. In order to promote well-planned, high-quality, and compact urban development, development should be focused on areas immediately adjacent to the City of Stoughton's urban service boundary, rather than perpetuating sprawling development; and

WHEREAS, annexation and development of these parcels contradicts the Town's Comprehensive Plan, the Town's Farmland Preservation plan, the City of Stoughton's Comprehensive Plan, and Dane County's Farmland Preservation Plan; and

WHEREAS, nearly 100% of the parcels consist of nutrient-rich, prime soils which are valuable to the area's agricultural economy; and

WHEREAS, annexation of these parcels would expose the lands for the potential of higher-intensity development than what would be allowed in the Town of Dunn. If developed, this may create leap-frogged, sprawled development away from the City's core.

THEREFORE, BE IT RESOLVED That the Town of Dunn Town Board officially goes on record to oppose Amended Annexation Petition File Number 14218.

Dated this 10th day of September 2019.

TOWN OF DUNN

Edmond Minihan, Chair

Attested:

Cathy Hasslinger, Clerk Treasurer