

MEETING NOTICE

The City of Stoughton will hold a Regular meeting of the **Planning Commission** on **Monday, September 12, 2011 at 6:00 pm** in the **Council Chambers, Second Floor, Public Safety Building, 321 S. Fourth Street**, Stoughton WI.

AGENDA

1. Call to order
 2. Consider approval of the Planning Commission meeting minutes of August 8, 2011 and the Joint meeting of the Business Park North Committee & Planning Commission meeting minutes of August 8, 2011.
 3. Council Representative Report.
 4. Meeting Summary & Status of Developments/Projects. (Page 8)
 5. Request by Wayne & Judith Lynn to rezone the property at 425 S. Fifth Street from HI – Heavy Industrial to SR-6 – Single Family Residential. (Page 10)
 - Public Hearing
 - Recommendation to Council
 6. Request by A.J. Arnett to annex approximately 301 acres from the Town of Pleasant Springs and Town of Dunkirk. (Tabled June 13, 2011) (Page 21)
 - A. Recommendation to Council for Pre-Annexation Agreement.
 - B. Recommendation to Council for Annexation Ordinance.
 7. Request by Dennis Steinkraus of Forward Development Group, LLC, to authorize submission of a Traffic Impact Analysis (TIA) for the Kettle Park West Development to the Wisconsin Department of Transportation. (Page 54)
 - Recommendation to Council
 8. Jim Bricker, on behalf of Forward Development Group, LLC, will provide an approach to meeting the Detailed Neighborhood Plan requirements as required by the Large Development Regulations, Zoning Code Section 78-205(11)(e)4 and 5. (Page 55)
 9. Future agenda items
 10. Adjournment
- 9/7/11mps

COMMISSIONERS:

Mayor Donna Olson, Chair
Eric Hohol, Vice-Chair

Todd Krcma
Dave McKichan

Ron Christianson
Rollie Odland

CC:PACKETS:

Rodney Scheel
Todd Krcma
Scott Truehl, 916 Devonshire Court, Stoughton

Michael Stacey (3)
Mayor Donna Olson

Rollie Odland

E-MAIL NOTICES:

All Department Heads
Eric Hohol
Pili Hougan
Scott Wegner
Area Townships

Council members
Ron Christianson
Peter Sveum
Stoughton Hub
Robert Green – apples247@litewire.net

Steve Kittelson
Dave McKichan
Derek Westby
City Attorney Matt Dregne

MAIL NOTICES:

AJ Arnett, 2255 Tower Drive, Stoughton; JSD Professional Services Inc., Jim Bricker, 161 Horizon Drive, Suite 101, Verona, WI. 53593; Oakbrook Corporation, Charles Redjinski, 2 Science Drive, Madison, WI., 53744; Forward Development Group, LLC, Dennis Steinkraus, 161 Horizon Drive, Suite 101, Verona, WI. 53593; Wayne & Judith Lynn, 425 S. Fifth Street, Stoughton;

IF YOU ARE DISABLED & IN NEED OF ASSISTANCE, PLEASE CALL 873-6677 PRIOR TO THIS MEETING.

NOTE: AN EXPANDED MEETING MAY CONSTITUTE A QUORUM OF THE COUNCIL.

Planning Commission Meeting Minutes

Monday, August 8, 2011 - 6:00 p.m.

Public Safety Building, Council Chambers, Second Floor, 321 S. Fourth Street, Stoughton, WI.

Members Present: Mayor Donna Olson, Chair; Eric Hohol, Vice-Chair; Troy Wieser; Rollie Odland; Ron Christianson; Todd Krcma and Dave McKichan

Absent and Excused:

Staff: Zoning Administrator, Michael Stacey

Press: Mark Ignatowski

Guests: Tom Lynch; Mark & Mary Forrer; Dennis Steinkraus; Jim Bricker; Dave Jenkins and Paul Brammeier

1. **Call to order.** Mayor Olson called the meeting to order at 6:00 pm.
2. **Consider approval of the Planning Commission minutes of July 11, 2011.**
Motion by **Christianson** to approve the Planning Commission minutes of July 11, 2011 as presented, 2nd by **McKichan**. Motion carried 7 – 0.
3. **Council Representative Report.**
Hohol reported the American Legion and McDonalds Conditional Use Resolutions were approved at Council.
4. **Status of Developments/Projects.**
Mayor Olson introduced the status of development. Stacey stated a final inspection is scheduled for Friday for one of the buildings at Elven Sted. There were no questions.
5. **Request by Mark Forrer, Forrer's Service for a conditional use permit to operate an auto/truck repair business at 1133 E. Academy Street.**
Stacey explained the request and noted that Bob Kardasz of Stoughton Utilities has raised concern about the potential for automobile fluids getting into the ground water and contaminating their adjacent well. Stacey stated he stopped at the business site which appeared very clean and the elevation of the property is such that any accidental spill would be contained on-site. Stacey stated all fluids are collected in proper containers. Mark Forrer was available for questions.

Mayor Olson opened the public hearing.

Paul Brammeier, 1116 E. Academy Street, Stoughton, spoke his concerns about the parking of vehicles on the street and traffic along E. Academy Street. Stacey stated a condition can be placed on the use to keep vehicles off the street.

Mayor Olson closed the public hearing.

Hohol questioned Mark Forrer if a condition to keep the vehicles on the property will affect his business. Forrer stated the property owner David Nelson is allowing him

approximately 6 parking stalls behind the building so the condition will not affect his small business.

Motion by **Hohol** to recommend Council approve the conditional use resolution contingent on all vehicles being parked on the property and contingent on the staff review letter dated June 30, 2011, 2nd by **Wieser**. Motion carried 7 - 0.

6. Request by Tom Lynch, Recreation Director to construct a park shelter at Heggestad Park (John Nygaard's Virgin Lake Estates).

Tom Lynch explained the request.

Motion by **Hohol** to approve the construction of a park shelter at Heggestad Park as presented, 2nd by **McKichan**. Motion carried 7 - 0.

7. Request by Tom Lynch, Recreation Director to construct a boardwalk at the disc golf course in Amundson Park.

Tom Lynch explained the request.

Motion by **Wieser** to approve the construction of a boardwalk at Amundson Park as presented, 2nd by **McKichan**. Motion carried 7 - 0.

8. Request by Dennis Steinkraus of Forward Development Group, LLC, to present conceptual plans for Kettle Park West development (formerly West End) and to retain JSD Professional Services to proceed with a Transportation Impact Analysis (TIA) as required by zoning code section 78-205(11)2.

Dennis Steinkraus gave an overview of the conceptual plan of development. Jim Bricker gave a powerpoint presentation and explained the plan. A discussion took place regarding the conceptual plan and traffic planning including the use of roundabouts.

Krcma had to leave the meeting.

Hohol questioned the justification to allow JSD Professional Services to be the 3rd party to proceed with the TIA. Steinkraus stated by using JSD Professional Services, it will take less time; be less costly and the WDOT will do their own analysis too.

Motion by **Hohol** to recommend Council approve a resolution to allow JSD Professional Services to proceed with the Traffic Impact Analysis as allowed by Zoning Code section 78-205(11)(f), 2nd by **McKichan**. Motion carried 6 - 0.

9. Request by Tom Matson to approve a Certified Survey Map for 904 & 920 Dunkirk Avenue.

Stacey explained the request.

Motion by **Wieser** to recommend Council approve the Certified Survey Map for 904 & 920 Dunkirk Avenue as presented, 2nd by **McKichan**. Motion carried 6 - 0.

10. Update regarding request by A.J. Arnett to annex approximately 301 acres from the Town of Pleasant Springs and Town of Dunkirk. (Tabled June 13, 2011)

Stacey stated we have a signed cost recovery agreement and a check for \$5,000.

Stacey added, we anticipate the City Attorney will be drafting an Annexation Agreement to bring to the September meeting.

11. Closed Session – Discuss Town of Rutland boundary agreement negotiations.

Motion by **Wieser** to close the meeting to discuss the Town of Rutland boundary agreement negotiations, the Planning Commission may convene in closed session pursuant to §19.85(1)(e) Wis. Stats. to discuss future meetings and negotiations with the Town of Rutland. The Planning Commission will reconvene into Open Session to continue the meeting, 2nd by **Hohol**. Motion carried 6 – 0 on roll call.

Motion by **Christianson** to reopen the meeting for the regular course of business, 2nd by **McKichan**. Motion carried 6 – 0.

12. Future agenda items. Arnett annexation request and agreement; Kettle Park West.

13. Adjournment. Motion by **Wieser** to adjourn at 7:08 pm, 2nd by **Hohol**. Motion carried 6 – 0.

Respectfully Submitted,
Michael Stacey

MINUTES OF THE JOINT MEETING OF THE BUSINESS PARK NORTH COMMITTEE AND PLANNING COMMISSION

Monday August 8, 2011 – 5:30 P.M.

Council Chamber, Public Safety Building, 321 S. Fourth Street, Stoughton, WI.

Present:

Business Park North Committee: Randy McLaury, Chair; Keith Comstock, Vice-Chair; Carl Chenoweth; Mike Sasse and Ross Scovotti.

Planning Commission: Mayor Donna Olson, Chair; Ron Christianson; Todd Krcma; Eric Hohol, Vice-Chair; Troy Wieser; Dave McKichan and Rollie Odland.

Absent and Excused: Rodney Scheel; Dave Phillips; and Laurie Sullivan

Guests: Ryan Harkins; Dan Harkins

Press: Mark Ignatowski

Staff: Zoning Administrator Michael Stacey.

1. **Call to Order:** Randy McLaury called the meeting to order at 5:30 p.m.

2. **Elect Chair and Vice-Chair.**

Chenoweth nominated Comstock as Chair. There were no other nominations. Motion by Scovotti to close the nominations and cast a unanimous vote for Comstock. Motion carried unanimously.

Comstock nominated McLaury as Vice-Chair. There were no other nominations. Motion by Scovotti to close the nominations and cast a unanimous vote for McLaury. Motion carried unanimously.

Comstock took over the meeting as Chair.

3. **Discuss meeting times and dates.**

Comstock questioned the purpose of this agenda item. Stacey stated the item is to discuss whether or not the meeting time and date is appropriate for the Committee. Motion by Sasse to recommend the meeting time and date to continue as is, 2nd by Chenoweth. Motion carried unanimously.

4. **Consider approval of the Business Park North Committee meeting minutes of February 14, 2011, June 13, 2011 and July 11, 2011.** Motion by Scovotti to approve the minutes of February 14, 2011, June 13, 2011 and July 11, 2011 as presented, 2nd by McLaury. Motion carried unanimously.

5. **Request by Ryan Harkins of Trantow Properties, LLC for Certified Survey Map (CSM) approval at 100 Business Park Circle.**

Agenda item # 6 below was reviewed at the same time. Stacey explained the request noting the only thing not resolved is the screening for the solar array. Ryan and Dan Harkins were available for questions. Scovotti questioned the recommendation from staff. Stacey stated staff recommends Council approval of the CSM. Ryan Harkins explained they plan to screen the solar array once it is constructed. Comstock suggested staff is not consistent with the requirement to combine lots such as when Dairyland Electric was required to combine their lots. Comstock questioned why these lots were not required to be combined. Stacey stated it is likely because they do not use the adjacent lot. Stacey stated he is not sure about the

specifics for the (Harkins) property but the Dairyland Electric owner has intentions of expanding the building into the adjacent lot. Sasse stated having the solar array in that location will decrease his property value and he will have that to look at. Dan Harkins explained their intent for the solar array.

Motion by Hohol to recommend Council approve the Certified Survey Map for Trantow Properties, LLC at 100 Business Park Circle, 2nd by Odland. Motion carried 8 – 2 on roll call (Sasse & Comstock voted no).

6. Request by Ryan Harkins of Trantow Properties, LLC to install a solar array for private use at 100 Business Park Circle.

Motion by Chenoweth to approve the solar array at 100 Business Park Circle, contingent on the Certified Survey Map approval by Council and the staff review letter dated July 15, 2011, 2nd by Scovotti. Motion carried 8 – 2 on roll call (Sasse & Comstock voted no).

7. Discuss Business Park North Committee role and membership on the Committee.

Comstock stated he believes it is in the best interest of the Business Park to have committee representation. Scovotti stated the committee needs to be more highly representative of the owners. Sasse agreed. There was consensus by the Business Park North Committee members that more property owners need to be part of the Committee.

Christianson and Wieser arrived at 5:50 pm.

Motion by Scovotti to have Chair Keith Comstock contact Zoning Administrator/Assistant Planner Michael Stacey to schedule a Committee meeting to discuss the make-up of the Business Park North Committee, 2nd by Chenoweth. Motion carried unanimously.

8. Future Agenda Items.

None discussed.

9. Adjournment: Motion by Chenoweth to adjourn at 5:55 pm, 2nd by Sasse. Motion carried unanimously.

Respectfully submitted,
Michael Stacey



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

(608) 873-6619

www.cityofstoughton.com/planning

RODNEY J. SCHEEL
DIRECTOR

Date: September 7, 2011
To: Planning Commission Members

From: Rodney J. Scheel
Director of Planning & Development

Michael Stacey
Zoning Administrator/Assistant Planner

Subject: September 12, 2011 Planning Commission Meeting - Status of Developments and Meeting Summary.

Status of Developments:

- West View Ridge - 30 improved lots remaining.
- Stone Crest - 11 improved lots remaining.
- Proposed Westend Neighborhood at NW corner of US Hwy 51 & State Hwy 138 – status provided at the meeting.
- Movin' Out (Elven Sted) project – Under Construction.
- Park Place permit issued.

Department of Planning & Development Information/Happenings:

Planning staff has been working primarily on the following:

- Grounds/building maintenance.
- Proposed rezoning application for Wayne & Judith Lynn.
- Potential development at Marathon site.
- Proposed Kettle Park West Development.
- Pre-Annexation Agreement for AJ Arnett.
- Continued building and zoning inspections.
- Transitioning from old permitting software to our new web-based software that will handle building permits, code enforcement and service requests.
- Sidewalk warranty and repairs.

Meeting Summary:

Item #5 - Request by Wayne & Judith Lynn to rezone the property at 425 S. Fifth Street from HI – Heavy Industrial to SR-6 – Single Family Residential. This rezoning request is proposed to bring the property into conformity with the existing use. The City Comprehensive Plan Planned Land Use Map depicts this property as Two Family Residential. If approved, the Comprehensive Plan will need to be amended in the future to reflect the actual zoning/use. The Redevelopment Plan for this property is deemed residential. The owners have indicated the need to rezone the property to single family residential to be able to acquire low interest loans.

A public hearing is scheduled and a recommendation to Council is necessary. Staff recommends approval of the rezoning.

Item #6 – Request by A.J. Arnett to annex approximately 301 acres from the Town of Pleasant Springs and Town of Dunkirk. (Tabled June 13, 2011)

This request was tabled until staff worked out a pre-annexation agreement with AJ Arnett. Staff has acquired a cost recovery agreement and has worked with City Attorney Matt Dregne to draft a pre-annexation agreement. There are two draft pre-annexation agreements provided for review, one original and one which has been modified by AJ Arnett and/or his attorney. The annexation ordinance and supporting materials are also provided. A recommendation to Council is necessary for the pre-annexation agreement resolution and for the annexation ordinance.

Item #7 - Request by Dennis Steinkraus of Forward Development Group, LLC, to authorize submission of a Traffic Impact Analysis (TIA) for the Kettle Park West Development to the Wisconsin Department of Transportation (DOT).

The developer needs authorization from the City to submit the TIA to the Wisconsin DOT. A recommendation to Council is necessary. The resolution is provided. Staff recommends approval of the resolution.

Item #8 - Jim Bricker, on behalf of Forward Development Group, LLC, will provide an approach to meeting the Detailed Neighborhood Plan requirements as required by the Large Development Regulations, Zoning Code Section 78-205(11)(e)4 and 5.

Jim Bricker will propose an approach to creating the neighborhood plan for the area surrounding the Kettle Park West development. Materials are provided. The developer is looking for endorsement of the proposed neighborhood planning process.

CITY OF STOUGHTON, 381 E. Main Street, Stoughton, WI 53589

ORDINANCE OF THE PLANNING COMMISSION

Rezoning 425 S. Fifth Street from HI – Heavy Industrial to SR-6 – Single Family Residential. Public hearing held on September 12, 2011.

Committee Action:

Fiscal Impact: None

File Number:	O-21-2011	Date Introduced:	September 13, 2011
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The Common Council of the City of Stoughton do ordain as follows:

1. Wayne & Judith Lynn (the “Owner’s”) have requested that the zoning classification for the property described in #2 below (the “Property”) be changed from HI – Heavy Industrial to SR-6 – Single Family Residential;
2. The property known as 425 S. Fifth Street is more formally described as follows: Parcel #281/0511-081-3946-1, ORIGINAL PLAT BLOCK 42 S 32 FT OF LOTS 5 & 6; and
3. On August 1, 2011, the Board of Appeals approved variances to allow this rezoning request to move forward through the rezoning process. Variances were granted for the minimum front yard setback of 20 feet; minimum side yard setback of 6 feet; minimum rear yard setback of 20 feet; and maximum 35 feet for dwelling height. All contingent on City Staff inspecting the property to confirm the Single Family Residential use. The minutes from that meeting are provided; and
4. On August 4, 2011, City Staff inspected the property at 425 S. Fifth Street and found the use to be Single Family Residential; and
5. The Comprehensive Plan, Planned Land Use Map depicts this property as Two Family Residential; and
6. This property is within the Stoughton Redevelopment Area #1 and the planned land use for this property is residential; and
7. On September 12, 2011, the City of Stoughton Planning Commission held a public hearing regarding the application to change the zoning classification for the Property to SR-6 – Single Family Residential, which was preceded by the publication of a class 2 notice under chapter 985 of the Wisconsin Statutes. The Planning Commission considered the application, and recommends the Common Council approve the rezoning, with the following conditions:
 -
8. The Common Council determines that changing the zoning classification of the property at 425 S. Fifth Street from HI – Heavy Industrial to SR-6 – Single Family Residential is consistent with the spirit and intent of the City’s Comprehensive Plan; and allows appropriate use of the Property.

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Stoughton, Dane County, Wisconsin do ordain as follows:

Section 1 - The recitals set forth above are material to and are incorporated in this ordinance as if set forth in full.

Section 2 - Subject to the conditions set forth in section 4 below, the zoning classification of the property is hereby changed to SR-6 – Single Family Residential pursuant to section 78-903 of the City Code and Wis. Stat. § 62.23(7)(d).

Section 3 - The Property shall be developed and used in full compliance with the City Zoning & Building Codes and State of Wisconsin Uniform Dwelling Code.

Section 4 - This ordinance shall take effect upon publication.

Section 5 - Upon the effective date of this ordinance, the zoning classification of the Property shall be changed on the zoning map of the City of Stoughton from its present HI – Heavy Industrial to SR-6 – Single Family Residential.

Section 6 - All ordinances and parts of ordinances in conflict herewith shall hereby be repealed.

Dates

Council Adopted: _____

Mayor Approved: _____

Published: _____

Attest: _____

Donna Olson, Mayor

Kelly Michaels, City Clerk

City of Stoughton Procedural Checklist for Amendment of Official Zoning Map (Requirements per Section 78-903)

This form is designed to be used by the Applicant as a guide to submitting a complete application to amend the Official Zoning Map *and* by the City to process said application. Parts II and III are to be used by the Applicant to submit a complete application; Parts I - IV are to be used by the City when processing said application.

Name of Applicant: Wayne & Judith Lynn

Property location for zoning change: 425 S. Fifth Street, Stoughton

Zoning Change Request from Heavy Industrial to SR- 6 – Single Family Residential

I. Record of Administrative Procedures for City Use

Presubmittal staff meeting scheduled

Date of Meeting: August 4, 2011 Time of Meeting: 11:00 am

Application form filed with Zoning Administrator

Date: 8/8/11 By: MPS

Application fee of \$370 received by Zoning Administrator

Date: 8/24/11 By: MPS

II Application Submittal Packet Requirements for City and Applicant Use

Prior to submitting the final complete application as certified by the Zoning Administrator, the Applicant shall submit an initial draft application for staff review, followed by one revised draft final application packet based upon staff review and comments.

Initial Application

↓ *Final Application (1 copy to Zoning Administrator)*

Date: 8/8/11 By: MPS

↓ ↓

- ☐ ☐ (a) **A copy of the Current Zoning Map of the subject property and vicinity:**
 - ☐ Showing all lands for which the zoning is proposed to be amended.
 - ☐ Showing all other lands within 300 feet of the subject property.
 - ☐ Referenced to a list of the names and addresses of the owners of said lands.
 - ☐ Map and all its parts are clearly reproducible with a photocopier.
 - ☐ Map size of 11" by 17" and map scale not less than one inch equals 100 ft.
 - ☐ All lot dimensions of the subject property provided.
 - ☐ Graphic scale and north arrow provided.
- ☐ ☐ (b) **A copy of the Planned Land Use Map of the subject property and vicinity.**

- ☐ ☐ (c) **Written justification for the proposed text amendment**
 - ☐ Indicating reasons why the Applicant believes the proposed map amendment is in harmony with the recommendations of the City of Stoughton Master Comprehensive Plan, particularly as evidenced by compliance with the standards set out in Section 78-903(4)(c)1.-3.

II Justification of the Proposed Zoning Map Amendment for Applicant Use

1. How does the proposed Official Zoning Map amendment further the purposes of the Zoning Ordinance as outlined in Section 78-005 (and, for floodplains or wetlands, the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA))?

Section 78-005 is related to how the City Zoning Code implements the purposes of the City Comprehensive Plan. The Comprehensive Plan depicts this property as Two Family Residential not Heavy Industrial. The properties adjacent and near this property are primarily residential.

2. Which of the following has arisen that are not properly addressed in the current Official Zoning Map? (Please provide explanation in space below.)
 - a) The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan.
 - b) A mistake was made in mapping on the Official Zoning Map. (That is, an area is developing in a manner and purpose different from that for which it is mapped.) NOTE: If this reason is cited, it must be demonstrated that the discussed inconsistency between actual land use and designated zoning is not intended, as the City may intend to stop an undesirable land use pattern from spreading.
 - c) Factors have changed, (such as the availability of new data, the presence of new roads or other infrastructure, additional development, annexation, or other zoning changes), making the subject property more appropriate for a different zoning district.
 - d) Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.

The Official Zoning Map does not conform to the City Comprehensive Plan Planned Land Use Map which depicts this property as having a Two Family Residential use. This area of the City is planned to be transformed from Heavy Industrial uses to Residential.

3. How does the proposed amendment to the Official Zoning Map maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The subject property has been used as single family residential for many years and no changes have been made to the building footprint. There are no significant impacts on the neighborhood related to the single family zoning classification.

IV. Final Application Packet Information for City Use

Receipt of one full-scale copy in blue/line or black/line
of complete final application packet by Zoning Administrator

Date: 8/9/11 By: MPS

Notified Neighboring Property Owners (within 300 feet)

Date: 8/19/11 By: MPS

Notified Neighboring Township Clerks (within 1,000 feet)

Date: 9/7/11 By: Receptionist

Class 2 legal notice sent to official newspaper by Staff

Date: 8/8/11 By: MPS

Class 2 legal notice published on 8/18/11 and 8/25/11

PUBLIC HEARING NOTICE

The City of Stoughton **Planning Commission** will hold a Public Hearing on **Monday, September 12, 2011**, at **6:00 o'clock p.m.**, or as soon after as the matter may be heard, in the **Council Chambers, Second Floor, 321 S. Fourth Street**, Stoughton, Wisconsin, 53589, to consider the proposed **rezoning of the following parcel of land, owned by Wayne & Judith Lynn, from HI – Heavy Industrial to SR-6 – Single Family Residential**, in the City of Stoughton, Dane County, WI, more fully described:

425 S. Fifth Street, Parcel # 281/0511-081-3946-1, ORIGINAL PLAT BLOCK 42 S 32 FT OF LOTS 5 & 6

For questions related to this notice, contact Michael Stacey at 608-646-0421

Kelly Michaels
City Clerk

Published August 18, 2011 and August 25, 2011 HUB



CITY OF STOUGHTON
DEPARTMENT OF PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589
www.cityofstoughton.com/planning

RODNEY J. SCHEEL
DIRECTOR
(608) 873-6619
fax: (608) 873-5519

Wayne & Judith Lynn
425 S. Fifth Street
Stoughton, WI. 53589

August 24, 2011

Dear Property Owner:

I have completed a review of the proposed rezoning request for 425 S. Fifth Street from HI – Heavy Industrial to SR6 – Single Family Residential. The Planning Commission will hold a public hearing and review your request on September 12, 2011. You and/or a representative must attend the meeting to explain/answer questions if requested. The Planning Commission will forward a recommendation to the Common Council. The Council should act on the request on September 27, 2011.

1. The property at 425 S. Fifth Street is zoned HI – Heavy Industrial. Residential uses are not permitted within the Heavy Industrial district. This residential use is allowed because of a blanket variance approved as part of the comprehensive zoning code change, adopted on June 23, 2009.
2. On August 1, 2011 the Stoughton Board of Appeals approved variances to allow this property to be considered for rezoning. The Board approved variances for the following SR-6 Single Family Residential requirements: Minimum front yard setback of 20 feet; Minimum side yard setback of 6 feet; Minimum rear yard setback of 20 feet; and maximum of 35 feet for dwelling height.
3. The Comprehensive Plan, planned land use map designates this property as Two Family Residential. The planned land use map is used as a guide for the general pattern of permanent zoning as determined by the Planning Commission and Common Council. This map will need to be updated in the future to match the existing use.
4. This property is within the Stoughton Redevelopment Area #1 and the planned land use for this property is residential.

If you have any questions, please contact me at 608-646-0421

Sincerely,
City of Stoughton

Michael P. Stacey

Michael P. Stacey
Zoning Administrator/Assistant Planner

cc. Planning Commission

Board of Appeals Meeting Minutes

Monday, August 1, 2011 5:00 p.m.

Public Safety Building, Council Chambers, 321 S. Fourth Street, Stoughton WI.

Members Present: Al Wollenzien, Chair; Kristin Ott, Vice-Chair; David Erdman, Secretary; and Russ Horton

Members Absent and Excused: Robert Barnett; Robert Busch and Gilbert Lee.

Staff: Michael Stacey, Zoning Administrator.

Guests: Wayne and Judith Lynn; Maureen and Jim Martin.

1. **Call meeting to order.** Wollenzien called the meeting to order at 5:00 pm.
2. **Consider approval of the October 25, 2010 minutes.** Motion by **Ott** to approve the October 25, 2010 Board of Appeals minutes as presented, 2nd by **Horton**. Motion carried 4 – 0. (Wollenzien, Ott, Erdman, and Horton)
3. **Elect Vice-Chair and Secretary.**

Under one motion, **Erdman** nominated **Ott** as Vice-Chair and himself as Secretary, 2nd by **Horton**. There were no other nominations. Nomination carried 4 – 0. (Wollenzien, Ott, Erdman, and Horton)

4. Wayne & Judith Lynn, owners of the property at 425 S. Fifth Street, Stoughton, Wisconsin, Parcel # 281/0511-081-3946-1, with a legal description of: ORIGINAL PLAT BLOCK 42 S 32 FT OF LOTS 5 & 6, have appealed the requirements of the City of Stoughton zoning ordinance section 78-105(2)(e)8bD, F, J and Q related to the SR-6 zoning district, which requires a minimum front yard setback of 20 feet to a house, minimum side yard setback of 6 feet to a house, minimum rear yard setback of 20 feet to a house, and a maximum of 35 feet for a dwelling height. The owner/applicant requests a variance to allow the property at 425 S. Fifth Street, Stoughton to be rezoned from HI – Heavy Industrial to SR-6 – Single Family Residential. Additionally, a variance is requested to construct a roof addition to the east end of the building.

Wollenzien introduced the request.

Wayne Lynn provided a survey of the property at 425 S. Fifth Street and explained the request for a variance as follows: Wayne stated he bought the building in 1997 and since that time he has updated the property by installing a drain and retaining wall to eliminate the stormwater issue coming from properties to the north along Fifth Street. Wayne stated he is requesting a variance to be allowed to construct a roof to eliminate the safety hazard of snow and ice buildup in the driveway at the east end of the building. Wayne stated that he is also requesting a variance to be allowed to rezone the property to single family residential to be able to acquire low interest loans.

Ott questioned how many people are living in the building since she has seen many vehicles outside at night. Stacey provided the definition of family unit as used with the most recent zoning ordinance. Wayne stated he and his wife live there with his son and girlfriend. They also have a friend that lives there with them. Wayne also noted that many vehicles from properties on the south/other side of West South Street also park in front of his property, or on his side of the street.

Stacey gave some history background of the property as follows: City staff believes that Mr. Lynn may have been told by the previous owner (Jensen) that Residential was allowed in the building, so Mr. Lynn bought the property and converted the warehouse to a residential home. What Wayne did not know is that residential was a conditional use, so the property was converted without a conditional use permit and without building permits. Stacey stated that City staff has not been in the building for many years including the Building Inspector, Fire Department or himself. Stacey stated that City staff needs to get in the building to see what has been done and make sure it was done according to building and fire codes. Stacey stated that since Wayne has purchased the building and converted it to residential the City has updated the zoning map and code, so at this time the building is legal non-conforming.

Wayne stated he always considered the building single family because they do eat together a lot, although Wayne stated there are separate kitchens, bathrooms and living quarters. Wayne said he did not get building permits because the permits are based on the cost and it did not cost him anything. Stacey stated a building permit is always necessary, in some cases a fee is not charged.

Additional questions were asked of the applicant and a lengthy discussion took place regarding what has been done to the structure, the variance request(s) currently being considered by the Board of Appeals and relationship of one variance request to any pending rezoning request, and whether or not the variance application can move forward.

Stacey gave the staff review of the proposed variance request according to the 3 standards necessary to approve a variance request as follows:

A. Unnecessary Hardship:

Does the ordinance in place today unreasonably prevent the landowner from using the property for a permitted purpose or are the standards unnecessarily burdensome?

For the rezoning, the City believes the zoning should match the use and changing the zoning from Industrial to Single Family should not impact the property or the neighborhood. Based on discussions and information provided at this meeting, City staff will need to review and confirm whether any pending rezoning request should be for single family or another classification.

For the roof addition, under the circumstances, the ordinance today does not unreasonably prevent the landowner from using the property for the current legal non-conforming purpose. The property owner installed a driveway that has caused the burden. The ordinance did not cause this burden. The standards for the SR-6 district are very accommodating for historic areas of the community.

B. Unique Property Limitation:

Are there any unique property limitations such as the shape, slope or size? The limitations should not be common to a number of properties and the circumstances of the individual are not justification.

The property is 4,224 square feet in size compared to the minimum lot size of 6,600 for the SR-6 district. There are a number of properties in the SR-6 district that are under the minimum lot size of 6,600 square feet, although the common size for a residential lot is 8,712 square feet in area.

C. Protection of Public Interest.

What are the potential negative impacts of the request such as environmental, aesthetics, safety, etc...?

For the rezoning, this will not have any physical affect on the existing property and the rezoning will at least bring the property into compliance with the current use. Again, based on discussions and information provided at this meeting, City staff will need to review and confirm whether any pending rezoning request should be for single family or other. The owners would still have to go through the rezoning process which requires Common Council approval.

For the roof addition, there may be some negative impacts to the neighborhood related to aesthetics and safety. How is the roof addition going to look? The standard building setback is 10 feet for fire protection. The addition will be closer than 10 feet to the adjacent garage. Setback requirements were established for obvious reasons.....for fire safety, to provide open space, protection of property rights, for adequate light and air. The survey provide by Mr. Lynn at the start of this meeting indicates the building and retaining wall are over the lot line. Finally, there are no accurate plans showing how the addition will work in this case.

Alternative solutions.

Are there any alternative solutions to the request that would meet the requirements of the ordinance?

The driveway possibly could have been designed differently to eliminate some of the snow & icing issues or the driveway could not have been installed there at all. Alternatives may be to redesign the driveway or eliminate the driveway altogether.

Recommendations.

Recommendation is to allow the rezoning to move forward if a single family use can be confirmed, because a residential zoning more closely meets the Comprehensive Plan and Redevelopment Plan for that area. However, careful consideration should be taken when considering the variance for the roof addition. Variances are to provide an increment of relief from a physical dimensional restriction.

Public Hearing.

Maureen Martin, 1952 Quam Point, Stoughton registered to speak in opposition of the variance request. Maureen indicated they are the owners of two garage buildings on the lot that is immediately to the east of the applicant's property. Maureen further indicated there is no place for stormwater to go but on her property if the addition is allowed and she is also concerned about the appearance.

In rebuttal, Wayne suggested a way for Ms. Martin to handle the stormwater on her property. Wayne stated this request was just to clear up an unsafe condition and rezone the property to allow them to get

low interest loans. Stacey further clarified that storm water management matters related to the proposed project would need to be addressed pursuant to other provisions of City ordinances.

Wollenzien closed the public hearing.

Motion by **Erdman** to approve the variance request to allow the property to move forward with the rezoning process from HI – Heavy Industrial to SR-6 – Single Family Residential. Motion died for lack of a 2nd.

Motion by **Horton** to approve the variance request to allow the property to move forward with the rezoning process from HI – Heavy Industrial to SR-6 – Single Family Residential contingent on City staff confirming the single family status, 2nd by **Ott**. Motion carried 4 – 0 (Wollenzien, Ott, Erdman, and Horton).

Motion by **Ott** to deny the variance request for the roof addition to the building, 2nd by **Horton**. Motion carried 4 – 0 on roll call vote (Wollenzien, Ott, Erdman, and Horton).

The applicant expressed negative comments to the Board of Appeals for their actions on the requested variances and also commented to Maureen Martin that they should never plan to do anything on their property (which is located immediately to the east of the applicants).

5. Adjournment. Motion by **Erdman** to adjourn at 5:55 pm, 2nd by **Horton**. Motion carried 4 - 0

Respectfully Submitted,
Michael Stacey

Public Agency Access System

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Monday, August 8, 2011

Parcel information updated on Saturday, August 06, 2011 unless otherwise noted.

Parcel Number - 281/0511-081-3946-1[Return to Previous Page](#)**Parcel Status:** Active Parcel[Show Map](#)
[Map Questions?](#)**Parcel Information**

Municipality CITY OF STOUGHTON
 State Municipality Code 281
 Township 05
 Township Direction N
 Range 11
 Range Direction E
 Section 08
 Quarter NE
 Quarter-Quarter NW
 Plat Name STOUGHTON
 Block/Building 42
 Lot 5

Assessment Information

Assessment Year	2011	2010
Valuation Classification	<u>G2</u>	<u>G2</u>
Assessment Acres	0.097	0.097
Land Value	\$19,000.00	\$19,000.00
Improved Value	\$84,400.00	\$84,400.00
Total Value	\$103,400.00	\$103,400.00
Valuation Date	04/05/2011	03/24/2010

[About Annual Assessments](#)**Tax Information****July 31st is the deadline For current year taxes.**

The Treasurer's Office is still processing payments. Delinquent taxes may or may not be owed on this parcel.

Please click on the [Show Tax Payment History](#) link to verify if a recent payment has been processed. Processed payments and payment history are updated nightly.If you have additional questions, or need to obtain the exact total due, please email the [Treasurer's Office](#). Our goal is to respond within 4 hours (In times of heavy demand response times could be up To 48 hours)**2010 Tax Values**[E-Bill](#) [E-Receipt](#)

Category	Assessed Value	Average Assessment Ratio	Estimated Fair Market Value
Land	\$19,000.00 /	0.972	\$19,548.00
Improvement	\$84,400.00 /	0.972	\$86,832.00
Total	\$103,400.00 /	0.972	\$106,379.00

2010 Taxes: \$2,102.30**2010 Lottery Credit(-): \$82.88****2010 First Dollar Credit(-): \$65.73****2010 Specials(+): \$0.00****2010 Amount: \$1,953.69**[Show Tax Information Details](#)[Show Tax Payment History](#)**District Information**

Type	State Code	Description
SCHOOL DISTRICT	5621	STOUGHTON SCHOOL DIST
TECHNICAL COLLEGE	0400	MADISON TECH COLLEGE
OTHER DISTRICT	5805 -	TIF 05

Tax Property Description

For a complete legal description, see the recorded documents

Zoning Information

Contact your local city or village office for municipal zoning information.

Owner Name and Address

Owner Status CURRENT OWNER
 Name JUDITH A HUBERD
 Property Address 425 S FIFTH ST
 City State Zip STOUGHTON, WI 53589
 Country USA

- Edit Owner Address

Parcel Address

Primary Address 425 S FIFTH ST

- Edit Parcel Address

- Add More Addresses

Billing Address

Attention
 Street 425 S FIFTH ST
 City State Zip STOUGHTON, WI 53589
 Country USA

- Edit Billing Address

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

RESOLUTION OF THE PLAN COMMISSION

Approving a Pre-Annexation Agreement between the City of Stoughton and AJ Arnett Land and Development LLC

Committee Action:

Fiscal Impact: None.

File Number: R- 108 -2011

Date Introduced: September 13, 2011

WHEREAS, on September 12, 2011, the City of Stoughton Planning Commission reviewed the Annexation Agreement between the City of Stoughton and AJ Arnett Land and Development LLC; and

WHEREAS, this Pre-Annexation Agreement outlines items of mutual interest between the City and the petitioner; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the Pre-Annexation Agreement between the City of Stoughton and AJ Arnett Land and Development LLC is hereby approved, as presented.

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

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

Donna Olson, Mayor

Date

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

CITY OF STOUGHTON, 381 E. Main Street, Stoughton, WI 53589

ORDINANCE OF THE PLANNING COMMISSION	
Request by AJ Arnett Land and Development LLC for Direct Annexation by one half approval pursuant to section 66.0217 (3), Wis. Stats.	
Committee Action:	
Fiscal Impact: None	
File Number: O- 20 -2011	Date Introduced: September 13, 2011

The Common Council of the City of Stoughton do ordain as follows:

1. AJ Arnett Land and Development LLC (the “Owner”) has requested Direct Annexation of lands owned and located within the Town of Pleasant Springs including lands (Cemetery) owned by the Village of Brooklyn in the Town of Pleasant Springs and lands owned by Dane County (County Garage and Park) in the Town of Pleasant Springs and Town of Dunkirk.
2. The properties are more formally described as follows:

Parcel’s owned by AJ Arnett Land and Development LLC: 046/0611-332-8000-8; 046/0611-332-8500-3; 046/0611-332-9000-6; 046/0611-332-9500-1; 046/0611-334-8501-0; 046/0611-334-8000-6.

Parcel owned by the Village of Brooklyn: 046/0611-332-8390-7

Parcel’s owned by Dane County: 046/0611-332-9810-6; 046/0611-333-8000-7; 046/0611-333-9500-0; 026/0511-042-8000-1; 026/0511-042-9500-4; 026/0511-042-9440-7.

Legal Description of annexation area:

Parts of the NW ¼ of Section 4, T.5N., 11E., Town of Dunkirk, and parts of the SW ¼, the NW ¼ and the SE ¼ of Section 33, T.6N., R.11E., Town of Pleasant Springs, all in Dane County, Wisconsin, being more fully described as follows:

Beginning at the N ¼ corner of Section 33; thence S00°46'29"W, 2702.45 feet to the Northwest corner of the SE ¼ of said section; thence S00°46'29"W along the West line of said SE ¼, 432.67 feet to the South line of Dane County Certified Survey Map number 8617; thence N87°05'52"E, 425.23 feet to the Southeast corner of Lot 1 of said survey; thence N02°06'10"E along the East line of said survey, 431.11 feet to the North line of the aforesaid SE 1/4; thence N87°24'06"E along said North line, 122.55 feet to the extended West line of Lot 2 of said certified survey; thence S00°00'21"W, 429.58 feet to the Southwest corner of said lot 2; thence N87°05'52"E, 520.96 feet to the Southeast corner of said lot; thence N00°33'36"E along the East line of said lot, 426.83 feet to the aforesaid North line of the SE 1/4; thence N87°24'06"E along said North line, 1616.33 feet to the Northeast corner of the SE 1/4; thence S01°26'23"W along the East line of said SE ¼, 1111.06 feet to a point described as 1667 feet North of the Southeast corner of said SE 1/4; thence S88°22'13"W along the extended and North line of the Viking Village Campground lands, 1274 feet more or less; thence N72°07'08"W along said North line, 51.36 feet to the Northeast corner of Dane County Certified Survey Map number 8157; thence S89°36'39"W along the North line of said survey, 396.21 feet; thence S87°22'53"W along said line,

961.02 feet to the Northwest corner of said survey and the West line of the aforesaid SE ¼ of Section 33; thence S00°46'29"W along said West line, 1679.79 feet to the Southwest corner of said SE 1/4; thence N88°12'19"E, 19.22 feet to the Northeast corner of the NW ¼ of Section 4, T5N., R.11E., thence S02°03'04"E along the East line of said NW ¼, 1991 feet more or less to the Southeast corner of the N ½ of the SE ¼ of the NW 1/4; thence S89°19'53"W along the South line of said N ½ and the South line of the N ½ of the SW ¼ of the NW ¼, 2315 feet more or less to a point in the centerline of the Yahara River, said point lying N89°19'53"E, 354.48 feet from the Southwest corner of said N ½ of the SW ¼ - NW ¼; thence Northerly along the centerline of the Yahara River and the current corporate boundary of the City of Stoughton, the following 10 courses, N47°42'02"E, 582.72 feet; thence N38°23'25"E, 660.24 feet; thence N35°57'50"E, 713.67 feet; thence N12°42'25"E, 1195.13 feet; thence N06°03'42"W, 899.27 feet; thence N17°22'05"E, 432.04 feet; thence N67°43'14"E, 195.43 feet; thence N38°05'20"E, 196.44 feet; thence N17°28'12"W, 288.51 feet; thence N47°54'12"W, 378.59 feet to the North line of the SW ¼ of Section 33 thence continue along the centerline of the Yahara River, the following 4 courses, N57°24'55"W, 480.87 feet; thence N35°25'38"W, 733.07 feet; thence N77°11'44" W, 561.15 feet; thence N59°19'04"W, 623.01 feet to the Southwest corner of the NW ¼ of the NW ¼ of Section 33; thence N00°23'50"E, 1386 feet more or less to the Northwest corner of said Section 33; thence N88°53'07"E along the North line of said section, 2711 feet more or less to the point of beginning. The above described containing 13,128,367 square feet, or 301.4 acres more or less.

3. The temporary zoning classification for the proposed properties is RH – Rural Holding except that the properties owned by Dane County shall temporarily remain their current County Zoning.
4. On September 12, 2011, the City of Stoughton Planning Commission reviewed this request for direct annexation and recommend the Common Council approve the direct annexation subject to:
 -

NOW THEREFORE BE IT RESOLVED, that the Common Council of the City of Stoughton, Dane County, Wisconsin do ordain as follows:

Section 1 - The recitals set forth above are material to and are incorporated in this ordinance as if set forth in full.

Section 2 - Subject to the conditions set forth in section 4 below, the zoning classification of the Properties is hereby changed to RH – Rural Holding except the properties owned by Dane County shall temporarily remain their current County Zoning., pursuant to section 78-914 of the City Code and Wis. Stat. § 62.23(7)(d).

Section 3 - The Property shall be developed and used in full compliance with the City Comprehensive Plan.

Section 4 - This ordinance shall take effect upon publication.

Section 5 - Upon the effective date of this ordinance, the properties and zoning classifications of the Property shall be changed on the zoning map of the City of Stoughton.

Section 6 - All ordinances and parts of ordinances in conflict herewith shall hereby be repealed.

Dates

Council Adopted: _____

Mayor Approved: _____

Published: _____

Attest: _____

Donna Olson, Mayor

Kelly Michaels, City Clerk



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 7, 2011

To: Planning Commission Members

From: Rodney J. Scheel
Director of Planning & Development

Subject: Arnett Annexation

As you are aware, Mr. Arnett has officially petitioned to annex property near CTH B and CTH N including County owned lands (Viking Park and County Garage). The City has been working with Mr. Arnett since the receipt of this petition on May 26, 2011 to draft a Pre-Annexation Agreement to outline issues of mutual concern prior to annexing the property.

- By State Statue, the Annexation Ordinance must be approved within 120 days of receipt if the City desires to annex the property. The deadline for this action is September 23, 2011. This will require a recommendation by the Planning Commission on September 12, 2011. In addition, the Common Council will need to act on the annexation ordinance (1st and 2nd Readings) at their September 13, 2011 meeting or hold a special meeting prior to September 23, 2011 to do so.
- Staff has discussed the annexation petition with Dane County Staff and they indicate an ambivalent position on the annexation of their lands. They had indicated they would provide the City with a letter indicating and specific concerns they have related to the annexation, but we have not received anything in writing from them.
- On June 14, 2011, the City received notice from the Department of Administration that they reviewed the annexation request and found it to be in the “public interest.”
- The first response on the draft Pre-Annexation Agreement from the Developer was received on September 6th.
- If the Annexation Ordinance is not adopted by the Common Council by September 23, 2011, the petition will need to initiate a new petition for consideration by the City.

The properties contained in this annexation petition are included in the City’s Comprehensive Plan. The Planning Commission and staff have been supportive of this request and recognize this area as appropriate for annexation to the City. Due to the timing involved, it is very unlikely we can finalize the Pre-Annexation Agreement prior to action on the Annexation Ordinance in September.

The City has several options that include:

- Take no action on the annexation ordinance and allow it to expire. (In this scenario, it is recommended that the petitioner be encouraged to refile for annexation so another 120 day window can be initiated to work out the details of the Pre-Annexation Agreement.)
- Approve the annexation ordinance with the Pre-Annexation Agreement.
- Approve the annexation ordinance without the Pre-Annexation Agreement.

I have included a copy of the Draft Pre-Annexation Agreement as well as a redlined copy of the Pre-Annexation Agreement showing the language changes being suggested by the Developer. It is recommended by staff and the City Attorney that the Pre-Annexation Agreement be finalized prior to acting on an annexation ordinance.

City Version

PRE-ANNEXATION AGREEMENT

This Agreement is made and entered into by the City of Stoughton, a Wisconsin municipal corporation (the “City”), and A.J. Arnett Land & Development, LLC, a Wisconsin limited liability corporation, and Arnett Holdings and Investments LLC, a Wisconsin limited liability corporation (hereafter referred to collectively as the “Owner”).

RECITALS

- A. Owner has petitioned the City for the annexation of the property described in Exhibit A and depicted in Exhibit B (the “Subject Property”).
- B. Owner acknowledges that Owner has voluntarily and of its own accord requested annexation of the Subject Property to the City and that the City has not initiated or required the annexation.
- C. Annexation of the Subject Property is consistent with the City’s Comprehensive Plan and is necessary in order to provide urban services to the Subject Property.
- D. The annexation and development of the Subject Property 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 Subject Property; and otherwise promote the public welfare.
- E. The parties desire that the Subject Property be developed in a manner that complies with the City’s Comprehensive Plan, the City’s Official Map, and all City ordinances and minimizes the cost of the development to City taxpayers.
- F. The City and Owner acknowledge that they enter into this Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions and liabilities that will arise in the event the annexation proceeds.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, W 53701

P.I.N.

AGREEMENT

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

1. EFFECTIVE DATE AND EXPIRATION OF THIS AGREEMENT.

- A. Effective Date. This Agreement shall be effective upon execution.
- B. Expiration. This Agreement is intended to set forth the mutual obligations of the City and the Owner in the event the City annexes the Subject Property. If the City has not adopted an ordinance annexing the Subject Property on or before 12:00 noon on September 23, 2011, then this Agreement shall automatically, and without any further action, become null and void and of no force or effect, except that Owner shall pay any costs for which it is responsible under Section 2. A of this Agreement as of such date. The City agrees that it will not adopt an annexation ordinance, unless the City first approves this Agreement, and the City agrees that it will permit the Owner to withdraw the annexation petition which is the subject of this Agreement, by giving written notice of such withdrawal at any time prior to adoption of the annexation ordinance. If Owner withdraws the annexation petition, Owner will pay to the City all costs for which Owner is responsible under section 2 of this Agreement through the date on which the City receives Owner's written notice withdrawing the annexation petition. The terms and conditions of this Agreement shall survive the adoption of the annexation ordinance.

2. FEES AND COSTS.

- A. Application, Review and Administrative Fees. Owner 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 plans for the annexation, rezoning, division or development of the Subject Property; (2) the negotiation, preparation, consideration and review of this Agreement and other agreements relating to the Development of the Property; (3) obtaining approval from the Capital Area Regional Planning Commission and the Department of Natural Resources to add the Subject Property to the City of Stoughton Urban Service Area; (4) the rezoning, subdivision or development of the Consulting, engineering, and legal fees shall be the actual costs to the City on the basis of submitted invoices plus ten percent. Inspection and observation fees during construction shall be the actual cost to the City on the basis of submitted invoices plus one percent. The additional ten percent and one percent shall be in lieu of charging for the time of City employees.

- B. Town Taxes. Owner shall reimburse the City for any amounts the City is required by law to pay to the Town of Pleasant Springs as a result of the annexation of the Subject Property. Any such reimbursements shall be paid within 30 days after the City requests payment.

3. ZONING AND DEVELOPMENT OF THE SUBJECT PROPERTY.

- A. Zoning. The annexation ordinance shall provide a temporary zoning classification for the Subject Property of RH - Rural Holding.
- B. Compliance with Plans and Regulations. Any development or redevelopment of the Subject Property shall be pursuant to and in accordance with this Agreement, the City's Comprehensive Plan, the City's land division, zoning, stormwater, building and all other regulations relating to the development or redevelopment of the Subject Property.
- C. Planning and Urban Service Area Amendment. At such time as the Owner is ready to develop the Subject Property, including but not limited to the construction of any building or improvement on or the division of the Subject Property, the Owner shall prepare, at the Owner's cost, an application to add the Subject Property, and the County-owned property adjacent to the Subject Property (including the County parkland) needed to connect the Subject Property to the City's existing Urban Service Area, to the City of Stoughton Urban Service Area. The application shall include a detailed neighborhood plan and a detailed erosion control and stormwater management plan for the Subject Property and the County property (including the County park), which shall be consistent with and meet the requirements of the City's Comprehensive Plan and erosion control and stormwater management regulations. The application shall include all other required components of an Urban Service Area amendment application. If the application is acceptable to the City, the City shall submit the application to the Capital Area Regional Planning Commission (CARPC) (or the successor thereto, including the Wisconsin Department of Natural Resources if the functions of CARPC are performed by WDNR), and pursue approval of the Urban Service Area Amendment with the CARPC or the successor thereto, and the WDNR, all at the Owner's cost. The parties anticipate that the City will pursue approval of the Urban Service Area Amendment before the Wisconsin Department of Natural Resources to the extent necessary to obtain all approvals needed to extend sanitary sewer service to the Subject Property, at the Owner's cost. Notwithstanding any of the foregoing, Owner may notify the City that it wishes the City to discontinue the Urban Service Area amendment process, in which event the Owner shall have no obligation to pay costs related to such process that are incurred by the City after the date the City receives such notice, and the City may pursue the Urban Service Area Amendment at its

cost in its sole discretion. The City shall have the right in its sole discretion to discontinue any Urban Service Area amendment process or application at any time.

- D. Public Improvements. Owner shall be solely responsible for the cost of constructing any and all public improvements needed to serve the development of the Subject Property, including the cost of extending any off-site improvements to the Subject Property. The City shall have no obligation to obtain any property interests needed to extend public improvements to the Subject Property, through the exercise of eminent domain or otherwise.
- E. Other Requirements Apply. Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying other obligations, procedures or requirements pertaining to the future development or division of the Subject Property. Furthermore, this Agreement does not bind the City to approve any neighborhood plan, land division, zoning or other application or development activity for the Subject Property. At the time of any land division or development, Owner agrees to comply with all applicable procedures and requirements then required by the City Code, including but not limited to requirements relating to reimbursing or paying for costs that are incurred by the City in connection with any proposed development or division of the Subject Property.

4. NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

All obligations assumed by Owner under this Agreement shall run with the Subject Property and shall be binding on Owner, on any and all of Owner's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Subject Property. To assure that Owner's heirs, successors, and assigns, and successor owners of all or any portion of the Subject Property have notice of this Agreement and the obligations created by it, Owner shall:

- A. Deposit with the City, contemporaneously with the City's approval of this Agreement, any consents, resolutions or other documents showing that Owner is authorized to enter this Agreement and that no person or entity has any lien, mortgage or other interest in the Subject Property that is not subordinate to this Agreement.
- B. Notify the City in writing at least 30 days prior to transferring a legal or beneficial interest in any portion of the Subject Property to a person or entity that is not a party to this Agreement.
- C. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Subject Property to any person or entity not a party to this Agreement.

5. OTHER PROVISIONS.

A. Duration. This Agreement shall continue until a written release signed by the City and Owner is recorded, or until it automatically terminates under section 1.B.

B. Recording. The City may record a copy of this Agreement or a notice of this Agreement with the Register of Deeds for Dane County.

C. Notice.

To the City: Rodney Scheel
City of Stoughton
381 East Main Street
Stoughton, WI 53589

To Owner: Andrew J. Arnett
A.J. Arnett Land & Development, LLC
1773 County Highway N
Stoughton, WI 53589

D. 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.

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

F. 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.

G. 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.

H. 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.

- I. 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.
- J. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right

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

OWNER:

A.J. ARNETT LAND & DEVELOPMENT, LLC

By_____

Print Name:_____

Print Title:_____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public State of Wisconsin

Name: _____ (Please print)

My Commission: _____

OWNER:

ARNETT HOLDINGS AND INVESTMENTS LLC

By _____

Print Name: _____

Print Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public State of Wisconsin

Name: _____ (Please print)

My Commission: _____

CITY:
CITY OF STOUGHTON
Dane County, Wisconsin

By _____
Donna Olson, Mayor

By: _____
Kelly Michaels, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011, the above-named Donna Olson and Kelly Michaels, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public State of Wisconsin
Name: _____ (Please print)
My Commission: _____

Attachments:

Exhibit A — Description of the Subject Property
Exhibit B — Map of the Subject Property

Approved as to Form:

STAFFORD ROSENBAUM LLP
Attorneys for the City of Stoughton

By _____
Matthew P. Dregne

*This instrument drafted by
and to be returned to:*

Attorney Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784
(608) 256-0226

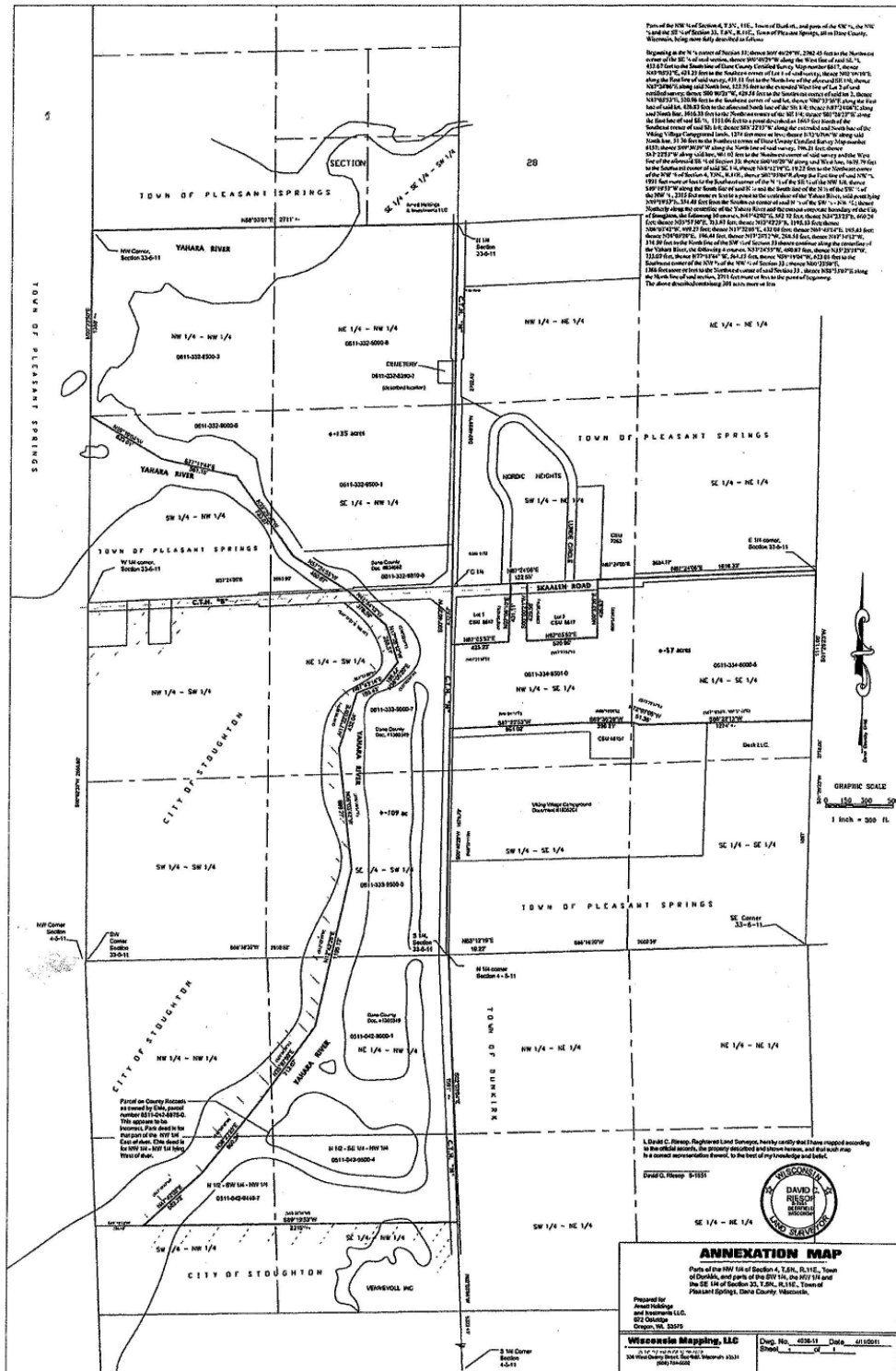
EXHIBIT A

DESCRIPTION OF THE SUBJECT PROPERTY

Parts of the NW ¼ of Section 4, T.5N., 11E., Town of Dunkirk, and parts of the SW ¼, the NW ¼ and the SE ¼ of Section 33, T.6N., R.11E., Town of Pleasant Springs, all in Dane County, Wisconsin, being more fully described as follows:

Beginning at the N ¼ corner of Section 33; thence S00°46'29"W, 2702.45 feet to the Northwest corner of the SE ¼ of said section; thence S00°46'29"W along the West line of said SE ¼, 432.67 feet to the South line of Dane County Certified Survey Map number 8617; thence N87°05'52"E, 425.23 feet to the Southeast corner of Lot 1 of said survey; thence N02°06'10"E along the East line of said survey, 431.11 feet to the North line of the aforesaid SE ¼; thence N87°24'06"E along said North line, 122.55 feet to the extended West line of Lot 2 of said certified survey; thence S00°00'21"W, 429.58 feet to the Southwest corner of said lot 2; thence N87°05'52"E, 520.96 feet to the Southeast corner of said lot; thence N00°33'36"E along the East line of said lot, 426.83 feet to the aforesaid North line of the SE ¼; thence N87°24'06"E along said North line, 1616.33 feet to the Northeast corner of the SE ¼; thence S01°26'23"W along the East line of said SE ¼, 1111.06 feet to a point described as 1667 feet North of the Southeast corner of said SE ¼; thence S88°22'13"W along the extended and North line of the Viking Village Campground lands, 1274 feet more or less; thence N72°07'08"W along said North line, 51.36 feet to the Northeast corner of Dane County Certified Survey Map number 8157; thence S89°36'39"W along the North line of said survey, 396.21 feet; thence S87°22'53"W along said line, 961.02 feet to the Northwest corner of said survey and the West line of the aforesaid SE ¼ of Section 33; thence S00°46'29"W along said West line, 1679.79 feet to the Southwest corner of said SE ¼; thence N88°12'19"E, 19.22 feet to the Northeast corner of the NW ¼ of Section 4, T.5N., R.11E., thence S02°03'04"E along the East line of said NW ¼, 1991 feet more or less to the Southeast corner of the N ½ of the SE ¼ of the NW ¼; thence S89°19'53"W along the South line of said N ½ and the South line of the N ½ of the SW ¼ of the NW ¼, 2315 feet more or less to a point in the centerline of the Yahara River, said point lying N89°19'53"E, 354.48 feet from the Southwest corner of said N ½ of the SW ¼ - NW ¼; thence Northerly along the centerline of the Yahara River and the current corporate boundary of the City of Stoughton, the following 10 courses, N47°42'02"E, 582.72 feet; thence N38°23'25"E, 660.24 feet; thence N35°57'50"E, 713.67 feet; thence N12°42'25"E, 1195.13 feet; thence N06°03'42"W, 899.27 feet; thence N17°22'05"E, 432.04 feet; thence N67°43'14"E, 195.43 feet; thence N38°05'20"E, 196.44 feet; thence N17°28'12"W, 288.51 feet; thence N47°54'12"W, 378.59 feet to the North line of the SW ¼ of Section 33 thence continue along the centerline of the Yahara River, the following 4 courses, N57°24'55"W, 480.87 feet; thence N35°25'38"W, 733.07 feet; thence N77°11'44"W, 561.15 feet; thence N59°19'04"W, 623.01 feet to the Southwest corner of the NW ¼ of the NW ¼ of Section 33; thence N00°23'50"E, 1386 feet more or less to the Northwest corner of said Section 33; thence N88°53'07"E along the North line of said section, 2711 feet more or less to the point of beginning. The above described containing 13,128,367 square feet, or 301.4 acres more or less.

MAP OF THE SUBJECT PROPERTY



Arnett Version

PRE-ANNEXATION AGREEMENT

**DRAFT
8-22-11**

This Agreement is made and entered into by the City of Stoughton, a Wisconsin municipal corporation (the “City”), and A.J. Arnett Land & Development, LLC, a Wisconsin limited liability corporation (the “Owner”) **[Need to verify we have correct owner identified. Is the owner Arnett Holdings and Investments LLC?]**

RECITALS

- A. Owner has petitioned the City for the annexation of the property described in Exhibit A and depicted in Exhibit B (the “Subject Property”).
- B. Owner acknowledges that Owner has voluntarily and of its own accord requested annexation of the Subject Property to the City and that the City has not initiated or required the annexation.
- C. Annexation of the Subject Property is consistent with the City’s Comprehensive Plan and is necessary in order to provide urban services to the Subject Property.
- D. The annexation and development of the Subject Property 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 Subject Property; and otherwise promote the public welfare.
- E. The parties desire that the Subject Property 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 Owner acknowledge that they enter into this Agreement for their mutual benefit and in order to specify certain rights, obligations, conditions and liabilities that will arise in the event the annexation proceeds.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, W 53701

P.I.N.

AGREEMENT

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

6. EFFECTIVE DATE AND EXPIRATION OF THIS AGREEMENT.

- A. Effective Date. This Agreement shall be effective upon execution.
- B. Expiration. This Agreement is intended to set forth the mutual obligations of the City and the Owner in the event the City annexes the Subject Property. If the City has not adopted an ordinance annexing the Subject Property on or before 12:00 noon on September 23, 2011, then this Agreement shall automatically, and without any further action, become null and void and of no force or effect, except that Owner shall pay any costs for which it is responsible under Section 2.-A. of this Agreement as of such date. The City agrees that it will not adopt an annexation ordinance, unless the City first approves this Agreement, and the City agrees that it will permit the Owner to withdraw the annexation petition which is the subject of this Agreement, by giving written notice of such withdrawal at any time prior to adoption of the annexation ordinance. If Owner withdraws the annexation petition, Owner will pay to the City all costs for which Owner is responsible under Section 2.A. of this Agreement through the date on which the City receives Owner's written notice withdrawing the annexation petition. The terms and conditions of this Agreement shall survive the adoption of the annexation ordinance.

7. FEES AND COSTS.

- A. Application, Review and Administrative Fees. Owner 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 plans for the annexation, rezoning, division or development of the Subject Property; (2) the negotiation, preparation, consideration and review of this Agreement and other agreements relating to the dDevelopment of the Property; (3) obtaining approval from the Capital Area Regional Planning Commission and the Department of Natural Resources to add the Subject Property to the City of Stoughton Urban Service Area; (4) the rezoning, subdivision or development of the Subject Property. Consulting, engineering, and legal fees shall be the actual costs to the City on the basis of submitted invoices ~~plus ten percent.~~ Inspection and observation fees during construction shall be the actual cost to the City on the basis of submitted invoices. ~~plus one percent. The additional~~

~~ten percent and one percent shall be in lieu of charging for the time of City employees.~~

B. Tax Increment Financing. The City and Owner agree to work together to explore the formation of a tax increment financing district (“TIF District” or “District”) that would include the Subject Property. The parties agree that should a TIF District be formed, any legal, engineering, consulting or administrative costs incurred by Owner as a result of the annexation that is the subject of this agreement or the formation of the TIF District will be reimbursed to Owner as part of any TIF financing. Nothing contained in this Agreement shall be construed as obligation to the City to provide any financing to the Owner.

B.C. Town Taxes. Owner shall reimburse the City for any amounts the City is required by law to pay to the Town of Pleasant Springs as a result of the annexation of the Subject Property. Any such reimbursements shall be paid within 30 days after the City requests payment.

8. ZONING AND DEVELOPMENT OF THE SUBJECT PROPERTY.

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

B. Compliance with Plans and Regulations. Any development or redevelopment of the Subject Property shall be pursuant to and in accordance with this Agreement, the City’s Comprehensive Plan, the City’s land division, zoning, stormwater, building and all other regulations relating to the development or redevelopment of the Subject Property.

C. Planning and Urban Service Area Amendment. At such time as the Owner is ready to develop the Subject Property, including but not limited to the construction of any building or improvement on or the division of the Subject Property, the Owner shall prepare, at the Owner’s cost, an application to add the Subject Property, and adjacent property if necessary for a contiguous connection,~~the County-owned property adjacent to the Subject Property (including the County parkland) needed to connect the Subject Property to the City’s existing Urban Service Area,~~ to the City of Stoughton Urban Service Area. The application shall include a detailed neighborhood plan and a detailed erosion control and stormwater management plan for the Subject Property and the County property (including the County park), which shall be consistent with and meet the requirements of the City’s Comprehensive Plan and erosion control and stormwater management regulations. The application shall include all other required components of an Urban Service Area amendment application. If the application is acceptable to the City, the City

shall submit the application to the Capital Area Regional Planning Commission (CARPC) (or the successor thereto, including the Wisconsin Department of Natural Resources if the functions of CARPC are performed by WDNR), and pursue approval of the Urban Service Area Amendment with the CARPC or the successor thereto, and the WDNR, all at the Owner's cost. The parties anticipate that the City will pursue approval of the Urban Service Area Amendment before the Wisconsin Department of Natural Resources to the extent necessary to obtain all approvals needed to extend sanitary sewer service to the Subject Property, at the Owner's cost. Notwithstanding any of the foregoing, Owner may notify the City that it wishes the City to discontinue the Urban Service Area amendment process, in which event the Owner shall have no obligation to pay costs related to such process that are incurred by the City after the date the City receives such notice, and the City may pursue the Urban Service Area Amendment at its cost in its sole discretion. The City shall have the right in its sole discretion to discontinue any Urban Service Area amendment process or application at any time.

D. Private Sewer and Water Supply. The City acknowledges that the property is not currently served by either municipal sewer or water. The City further acknowledges that pursuant to correspondence dated March 28, 2011, from Robert P. Kardasz, Stoughton Utilities Director, a copy of which is incorporated herein and attached as Exhibit C, the Owner has the ability to:

9.

(1) Provide water service to the references property via a private well or wells within the City of Stoughton until such time that a public water distribution system is planned to serve the property; and

10.

(1) Provide private on-site wastewater disposal systems to the Subject Property within the City of Stoughton until such time that a public wastewater collection system is planning to serve the Subject Property.

11.

~~D.A.~~ Public Improvements. Owner shall be solely responsible for the cost of constructing any and all public improvements needed to serve the development of the Subject Property, including the cost of extending any off-site improvements to the Subject Property. The City shall have no obligation to obtain any property interests needed to extend public improvements to the Subject Property, through the exercise of eminent domain or otherwise. The City acknowledges that should a TIF District be formed, the public improvements may be eligible for TIF financing.

~~E.B.~~ Other Requirements Apply. Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying other obligations, procedures or requirements pertaining to the future development or division of the Subject Property. Furthermore, this Agreement does not

bind the City to approve any neighborhood plan, land division, zoning or other application or development activity for the Subject Property. At the time of any land division or development, Owner agrees to comply with all applicable procedures and requirements then required by the City Code, including but not limited to requirements relating to reimbursing or paying for costs that are incurred by the City in connection with any proposed development or division of the Subject Property.

~~9.12.~~ NATURE, SURVIVAL, AND TRANSFER OF OBLIGATIONS.

All obligations assumed by Owner under this Agreement shall run with the Subject Property and shall be binding on Owner, on any and all of Owner's heirs, successors, and assigns, and on any and all of the respective successor legal or beneficial owners of all or any portion of the Subject Property. To assure that Owner's heirs, successors, and assigns, and successor owners of all or any portion of the Subject Property have notice of this Agreement and the obligations created by it, Owner shall:

- A. Deposit with the City, contemporaneously with the City's approval of this Agreement, any consents, resolutions or other documents showing that Owner is authorized to enter this Agreement and that no person or entity has any lien, mortgage or other interest in the Subject Property that is not subordinate to this Agreement.
- B. Notify the City in writing at least 30 days prior to transferring a legal or beneficial interest in any portion of the Subject Property to a person or entity that is not a party to this Agreement.
- C. Incorporate, by reference, this Agreement into any and all real estate sales contracts entered into for the sale of all or any portion of the Subject Property to any person or entity not a party to this Agreement.

~~10.13.~~ OTHER PROVISIONS.

- A. Duration. This Agreement shall continue until a written release signed by the City and Owner is recorded, or until it automatically terminates under section 1.B.
- B. Recording. The City may record a copy of this Agreement or a notice of this Agreement with the Register of Deeds for Dane County.
- C. Notice.

To the City:

Rodney Scheel
City of Stoughton
381 East Main Street

Stoughton, WI 53589

To Owner: Andrew J. Arnett
A.J. Arnett Land & Development, LLC
1773 County Highway N
Stoughton, WI 53589

Copy To: Charles V. Sweeney
Axley Brynelson, LLP
2 East Mifflin Street, Suite 200
Madison, WI 53703

- D. 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.
- E. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be valid against the City or Owner.
- F. 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.
- G. 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.
- H. 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.
- I. 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.

- J. Non-Waiver. The City shall be under no obligation to exercise any of the rights granted to it in this Agreement. The failure of the City to exercise at any time any right granted to the City shall not be deemed or construed to be a waiver of that right, nor shall the failure void or affect the City's right to enforce that right or any other right

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

OWNER:

A.J. ARNETT LAND & DEVELOPMENT, LLC

By_____

Print Name:_____

Print Title:_____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011, the above-named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Notary Public State of Wisconsin

Name: _____ (Please print)

My Commission: _____

CITY:
CITY OF STOUGHTON
Dane County, Wisconsin

By _____
Donna Olson, Mayor

By: _____
Kelly Michaels, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2011, the above-named Donna Olson and Kelly Michaels, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Notary Public State of Wisconsin
Name: _____ (Please print)
My Commission: _____

Attachments:

Exhibit A — Description of the Subject Property
Exhibit B — Map of the Subject Property

Approved as to Form:

STAFFORD ROSENBAUM LLP
Attorneys for the City of Stoughton

By _____
Matthew P. Dregne

*This instrument drafted by
and to be returned to:*

Attorney Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784
(608) 256-0226

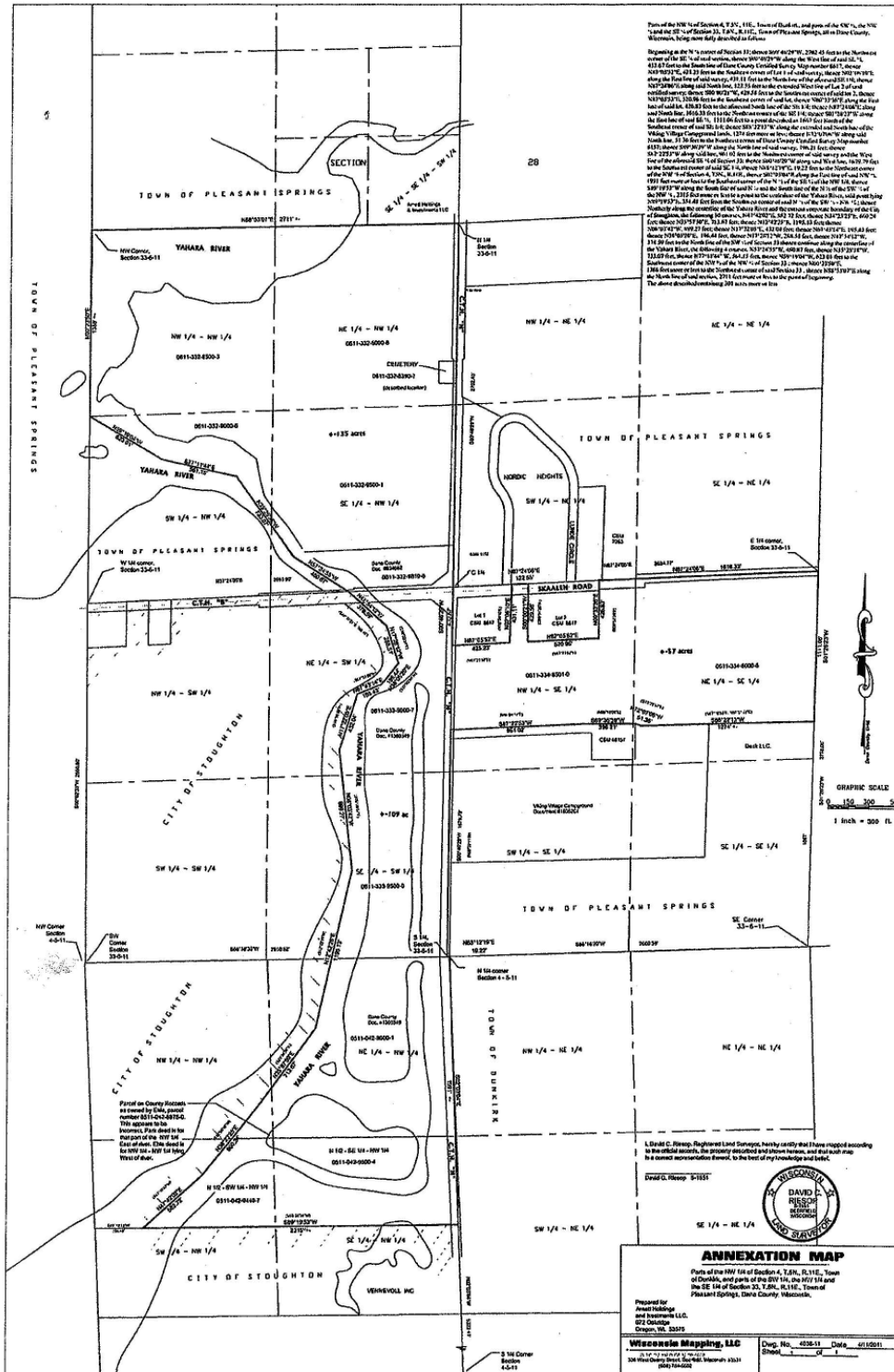
EXHIBIT A

DESCRIPTION OF THE SUBJECT PROPERTY

Parts of the NW ¼ of Section 4, T.5N., 11E., Town of Dunkirk, and parts of the SW ¼, the NW ¼ and the SE ¼ of Section 33, T.6N., R.11E., Town of Pleasant Springs, all in Dane County, Wisconsin, being more fully described as follows:

Beginning at the N ¼ corner of Section 33; thence S00°46'29"W, 2702.45 feet to the Northwest corner of the SE ¼ of said section; thence S00°46'29"W along the West line of said SE ¼, 432.67 feet to the South line of Dane County Certified Survey Map number 8617; thence N87°05'52"E, 425.23 feet to the Southeast corner of Lot 1 of said survey; thence N02°06'10"E along the East line of said survey, 431.11 feet to the North line of the aforesaid SE ¼; thence N87°24'06"E along said North line, 122.55 feet to the extended West line of Lot 2 of said certified survey; thence S00°00'21"W, 429.58 feet to the Southwest corner of said lot 2; thence N87°05'52"E, 520.96 feet to the Southeast corner of said lot; thence N00°33'36"E along the East line of said lot, 426.83 feet to the aforesaid North line of the SE ¼; thence N87°24'06"E along said North line, 1616.33 feet to the Northeast corner of the SE ¼; thence S01°26'23"W along the East line of said SE ¼, 1111.06 feet to a point described as 1667 feet North of the Southeast corner of said SE ¼; thence S88°22'13"W along the extended and North line of the Viking Village Campground lands, 1274 feet more or less; thence N72°07'08"W along said North line, 51.36 feet to the Northeast corner of Dane County Certified Survey Map number 8157; thence S89°36'39"W along the North line of said survey, 396.21 feet; thence S87°22'53"W along said line, 961.02 feet to the Northwest corner of said survey and the West line of the aforesaid SE ¼ of Section 33; thence S00°46'29"W along said West line, 1679.79 feet to the Southwest corner of said SE ¼; thence N88°12'19"E, 19.22 feet to the Northeast corner of the NW ¼ of Section 4, T.5N., R.11E., thence S02°03'04"E along the East line of said NW ¼, 1991 feet more or less to the Southeast corner of the N ½ of the SE ¼ of the NW ¼; thence S89°19'53"W along the South line of said N ½ and the South line of the N ½ of the SW ¼ of the NW ¼, 2315 feet more or less to a point in the centerline of the Yahara River, said point lying N89°19'53"E, 354.48 feet from the Southwest corner of said N ½ of the SW ¼ - NW ¼; thence Northerly along the centerline of the Yahara River and the current corporate boundary of the City of Stoughton, the following 10 courses, N47°42'02"E, 582.72 feet; thence N38°23'25"E, 660.24 feet; thence N35°57'50"E, 713.67 feet; thence N12°42'25"E, 1195.13 feet; thence N06°03'42"W, 899.27 feet; thence N17°22'05"E, 432.04 feet; thence N67°43'14"E, 195.43 feet; thence N38°05'20"E, 196.44 feet; thence N17°28'12"W, 288.51 feet; thence N47°54'12"W, 378.59 feet to the North line of the SW ¼ of Section 33 thence continue along the centerline of the Yahara River, the following 4 courses, N57°24'55"W, 480.87 feet; thence N35°25'38"W, 733.07 feet; thence N77°11'44" W, 561.15 feet; thence N59°19'04"W, 623.01 feet to the Southwest corner of the NW ¼ of the NW ¼ of Section 33; thence N00°23'50"E, 1386 feet more or less to the Northwest corner of said Section 33; thence N88°53'07"E along the North line of said section, 2711 feet more or less to the point of beginning. The above described containing 13,128,367 square feet, or 301.4 acres more or less.

MAP OF THE SUBJECT PROPERTY



**DIRECT ANNEXATION BY ONE HALF APPROVAL
PURSUANT TO SECTION 66.0217 (3), WISCONSIN STATUTES**

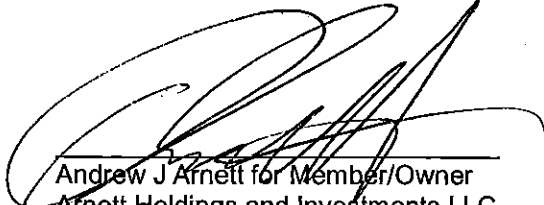
We, the undersigned, constituting of more than one-half of the owners of the real property in which no electors reside in the following territory of the Towns of Pleasant Springs, Dane County, Wisconsin and the Town of Dunkirk, Dane County, Wisconsin, lying contiguous to the City of Stoughton, petition the Honorable Mayor and Common Council of the City of Stoughton to annex the territory described below and shown upon the attached map and legal description, as permitted by Chapter 66 of the Wisconsin Statutes, to the city of Stoughton, Dane County, Wisconsin

Legal Description and Exhibit attached.

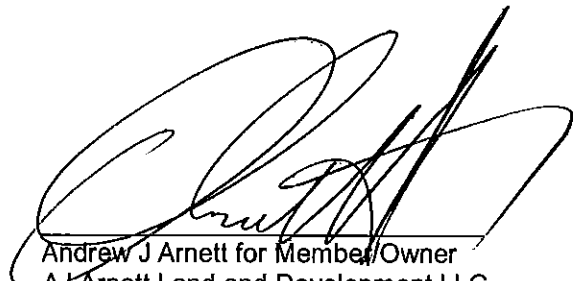
This Annexation Contains 1,311,560 Square feet or 301 acres of real estate.

The current population of such territory is 0 people.

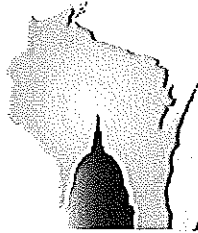
Dated this 26 day of MAY, 2011



Andrew J Arnett for Member/Owner
Arnett Holdings and Investments LLC
2255 Tower Dr. Stoughton WI



Andrew J Arnett for Member/Owner
AJ Arnett Land and Development LLC.
2255 Tower Dr Stoughton WI



WISCONSIN DEPARTMENT OF
ADMINISTRATION

SCOTT WALKER
GOVERNOR

MIKE HUEBSCH
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/>

June 10, 2011

PETITION FILE NO. 13540

LUANN ALME, CLERK
CITY OF STOUGHTON
381 E MAIN ST
STOUGHTON, WI 53589

MARCIA MOE, CLERK
TOWN OF PLEASANT SPRINGS
2354 COUNTY RD N
STOUGHTON, WI 53589

Subject: ARNETT ANNEXATION

The proposed annexation submitted to our office on May 23, 2011, has been reviewed and found to be in the public interest.

The subject petition is for territory that is reasonably shaped and contiguous to the **CITY OF STOUGHTON**.

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 state 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 Secretary of State. Please file a copy of your annexing ordinance, including a statement certifying the population of the annexed territory. **Please also include the MBR number with your ordinance as this assists with record keeping. Your MBR number is: 13540**

The address of the Office of the Secretary of State is:

Annexations and Railroads
Division of Government Records
Office of the Secretary of State
PO Box 7848
Madison WI 53707-7848

Please call me at (608) 264-6102, should you have any questions concerning this annexation review.

Sincerely,

Erich Schmidtke
Municipal Boundary Review

cc: petitioner

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

RESOLUTION OF THE PLAN COMMISSION

Authorizing submission of a Traffic Impact Analysis (TIA) for the Kettle Park West Development to the Wisconsin Department of Transportation.

Committee Action:

Fiscal Impact: None.

File Number: R- 110 -2011

Date Introduced: September 13, 2011

WHEREAS, on September 12, 2011, the City of Stoughton Planning Commission reviewed the request by Forward Development Group, LLC to authorize submission of a Traffic Impact Analysis (TIA) for the Kettle Park West Development to the Wisconsin Department of Transportation; and

WHEREAS, the City of Stoughton understands a TIA is required by the Wisconsin Department of Transportation for the Kettle Park West Development adjacent to US Highway 51 & State Highway 138; and

WHEREAS, the purpose of this TIA is to analyze the current and future traffic movements and the effect on the public transportation system; now therefore

BE IT RESOLVED, by the Common Council of the City of Stoughton that the TIA pertaining to the Kettle Park West Development adjacent to US Highway 51 and State Highway 138 is hereby authorized for submission to the Wisconsin Department of Transportation for review and approval.

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

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

Donna Olson, Mayor

Date

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

**Madison Regional Office**

161 Horizon Drive

Suite 101

Verona, WI 53593

608.848.5060 p

608.848.2255 f

Milwaukee Regional Office

N22 W22931 Nancy Court

Suite 3

Waukesha, WI 53186

262.513.0666 p

262.513.1232 f

www.jsdinc.com

memorandum

To: **Rodney Scheel**

From: **Jim Bricker**

Re: **Neighborhood Planning Process**

Date: **9/6/2011**

CC: **Dennis Steinkraus**

Rodney,

On behalf of Forward Development Group (FDG), I am proposing the following approach to creating the neighborhood plan for the area surrounding the proposed Kettle Park West development. For lack of a more elegant name I'm referring to this area as the 51-138 West Neighborhood.

For general planning purposes, the planning area would encompass the area west of US 51 between Macomb and Roby Road and extending 1500 feet south from the HWY 138 ROW and 1500 feet west of the westerly ROW of the proposed Oak Opening Drive. We recognize that only a portion of this area is within the recent expansion of the USA and that a portion of the area is clearly not on the City's near term radar due to utility extension limitations and discussions with the Town of Rutland.

The planning process is described in the attached illustration. I've designed this approach to be as efficient as possible and still provide significant opportunities for public involvement. We are relying on the Plan Commission to maintain an active role in the process to establish and validate a "vision statement" for the area and to provide feedback on the concepts, alternatives and recommendations for the neighborhood plan. To supplement these discussions, FDG will be interviewing key community stakeholders and would host two open houses to identify issues and opportunities to assist the Plan Commission with understanding the "Planning Considerations" for the community.

I envision that this process will take approximately three months to prepare and complete the final draft of the plan and then an additional 60 days to comply with the statutory plan amendment process.

If you think that this framework and approach is workable, we'd like to begin on the Plan Commission's September 12 meeting with

- an endorsement of the process,
- a discussion to articulate a general "vision statement" for the area, and
- Identification of 4 to 5 key stakeholders to provide feedback on issues and opportunities (possibly the Chamber of Commerce Director, School Superintendent, County Land Conservationist ?)

Please call me at your earliest convenience to discuss how we can proceed.

Regards,

Jim

51/138 West Neighborhood Planning Process



Phases

Organization, Understanding Issues, Setting Goals	Plan Drafting and Refinement	Plan Recommendation	Plan Adoption
---	------------------------------	---------------------	---------------

Process Tasks

Plan Commission: Buy-in on planning process and ID stakeholders	Plan Commission: Review and evaluate preliminary concepts	Review Draft Plan, refine and recommend as Final Plan to City Council	Consider and adopt Final Neighborhood Plan after public hearing
Plan Commission: Articulate "vision" for neighborhood	Prepare Draft Plan for discussion with neighborhood and stakeholders		
Assemble reference materials and data			
Conduct stakeholder interviews			
Conduct Open House #1	Conduct Open House #2		
Identify and assess planning considerations with staff and neighborhood input	Refine Draft Plan with input from stakeholders, neighborhood, and PC		
Develop preliminary concepts and alternatives			

Public Participation Opportunities

Stakeholder interviews			
Neighborhood Open House	Neighborhood Open House		Public Hearing
Plan Commission Meeting	Plan Commission Meeting	Plan Commission Meeting	Two City Council Meetings

Deliverables/Outcomes

Planning Considerations Report	Draft Neighborhood Plan	Recommended Final Plan	Adopted Final Plan
Neighborhood Vision Statement			

Timeframe

September	October	November	December-January
-----------	---------	----------	------------------

Key Dates:
(Tentative)

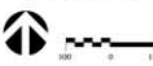
9/12 Plan Commission 9/27 Open House	10/10 Plan Commission 10/18 Open House	11/14 Plan Commission	12/1 Hearing Notice to Paper 12/8 Notice Published 1/10 Public Hearing & 1st Reading 1/24 2nd Reading & Adoption
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KETTLE PARK WEST

LEGEND

-  STORMWATER DESIGN
-  FUTURE SINGLE-FAMILY RESIDENTIAL
-  PROPOSED DEVELOPMENT
-  OPEN SPACE
-  DECIDUOUS PLANTING



HOUSING

- 400 UNITS
- 140 - SINGLE FAMILY RESIDENTIAL
 - 50 - TOWNHOME
 - 200 - MULTI-FAMILY RESIDENTIAL
 - 90 - SENIOR LIVING
 - 15 - COTTAGE - SINGLE FAMILY RESIDENTIAL

