

MEETING NOTICE

The City of Stoughton will hold a Regular meeting of the **Planning Commission** on **Monday, April 8, 2013 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 February 11, 2013.
3. Council Representative Report.
4. Meeting Summary & Status of Developments/Projects. (Page 5)
5. Request by MMM, LLC to annex 10.532 acres from the Town of Dunkirk. (Page 7)
 - Recommendation to Council
6. Conditional Use Permit (CUP) Request by Vik Malling for an Indoor Commercial Entertainment Use at 515 E. Main Street to open Viking Brew Pub. (Page 16)
 - Public Hearing
 - Recommendation to Council
7. Pre-Annexation Agreement for Kettle Park West. (Page 26)
 - Recommendation to Council
8. Future Urban Development Area (FUDA) Update.
9. Future agenda items
10. Adjournment

4/3/13mps

COMMISSIONERS:

Mayor Donna Olson, Chair
Eric Hohol, Vice-Chair
Scott Truehl

Todd Krcma
Rollie Odland

Ron Christianson
Eric Olstad

CC: PACKETS:

Rodney Scheel
Todd Krcma

Michael Stacey (3)
Mayor Donna Olson

Rollie Odland
Scott Truehl

E-MAIL NOTICES:

All Department Heads
Area Townships
City Attorney Matt Dregne
Citizen Planning Commissioners

Council members
Stoughton Hub
Peter Sveum
Bill Livick

Steve Kittelson
Derek Westby
Scott Wegner

MAIL NOTICES:

Vik Malling, 340 Stoney Ridge Trail, Stoughton; MMM LLC, PO Box 333, 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

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, February 11, 2013 - 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; Todd Krcma; Eric Olstad; Scott Truehl; Rollie Odland and Ron Christianson

Absent and Excused:

Staff: Planning Director, Rodney Scheel and Zoning Administrator Michael Stacey

Press: Mark Ignatowski

Guests: Robert Kardasz and Tom Lynch

1. **Call to order.** Mayor Olson called the meeting to order at 6:00 pm.
2. **Consider approval of the Planning Commission meeting minutes of January 14, 2013.**
Motion by **Olstad** to approve the Planning Commission minutes of January 14, 2013 as presented, 2nd by **Truehl**. Motion carried 6 – 0.
3. **Council Representative Report.**
Hohol reported the Common Council approved the rezoning for the property at 305 S. Page Street and approved a certified survey map to combine the properties at 305 S. Page Street and 277 W. Main Street.
4. **Status of Developments/Projects.**
Scheel reported on the status of developments. There was a brief discussion related to Kettle Park West continuing to move forward.
5. **Stoughton Utilities requests Certified Survey Map (CSM) approval for property at 3201 McComb Road.**
Scheel gave an overview of the request.

Krcma questioned whether this was the property that was discussed during the initial Kettle Park West discussions. Scheel stated it is.

Olstad questioned the timetable for the substation. Robert Kardasz, Utilities Director stated it is being planned for 2018 or possibly later with the installation coordinated with American Transportation Company.

Motion by **Hohol** to recommend Council approve the resolution for the CSM as presented, 2nd by **Truehl**. Motion carried 6 – 0.
6. **Tim Crum of Dimension IV requests approval for an addition at Banushi's Bar & Grill, 800 Nygaard Street.**

Scheel explained the request. Christianson questioned the location of the addition and whether or not a foundation would be needed. Scheel stated it is the southwest corner of the building and footings would be needed.

Motion by Hohol to approve the addition contingent on the staff review letter dated January 31, 2013, 2nd by Krcma. Motion carried 6 - 0.

7. Proposed zoning ordinance amendment to section 78-105(6) (a) 4 and Tables of Land Uses (9) to allow general temporary outdoor sales in institutional districts.

Scheel explained the intent of the ordinance amendment. Christianson asked Tom Lynch, Recreation Director if there has been any coordination with the Mandt Community Center. Lynch stated not yet but it is a good idea. Christianson questioned concerns about sales in parks. Scheel stated it is not a zoning issue since the Parks & Recreation Dept. through the Parks & Recreation Committee controls and monitors the parks.

Odland arrived at 6:12 pm.

Mayor Olson opened the public hearing.

No one registered for the public hearing.

Mayor Olson Closed the public hearing.

Motion by Olstad to recommend Council approve the ordinance amendment as presented, 2nd by Truehl. Motion carried 7 - 0.

8. Proposed zoning ordinance amendment to Appendix F, Process for Proposal Review within the Downtown Design Overlay District to make a correction.

Scheel explained the intent of the ordinance amendment.

Mayor Olson opened the public hearing.

No one registered for the public hearing.

Mayor Olson Closed the public hearing.

Motion by Hohol to recommend Council approve the ordinance amendment as presented, 2nd by Olstad. Motion carried 7 - 0.

9. Scott Skavlen requests Certified Survey Map re-approval for property at 728, 732, 736, 801, 805, 809, 820, 824, and 832 Berry Street.

Scheel explained proposed CSM request. A lengthy discussion ensued regarding the timeline for final paving of Berry Street. Scott Skavlen provided a letter stating he would finish paving after 3 of the 4 single family lots are sold. Some Commission members would rather the time table be more time specific or at least bring the issue back for review in 2 – 3 years. Other Commission members believe the City should be more flexible in working with all developers to help encourage development.

Motion by **Hohol** to recommend the Common Council approve the resolution for the CSM re-approval, including the letter from Scott Skavlen dated February 5, 2013 and if the paving is not done within 3 years it should be brought back to Planning for further review, 2nd by **Olstad**. Motion carried 5 - 2. (Krcma and Truehl voted no).

10. Future Urban Development Area (FUDA) Update.

Scheel gave an update of the FUDA planning process. There were no questions.

11. Future agenda items.

Expect a pre-annexation agreement for the Kettle Park West Development.

12. Adjournment. Motion by **Olstad** to adjourn at 6:40 pm, 2nd by **Krcma**. Motion carried 7 – 0.

Respectfully Submitted,
Michael P. Stacey



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

RODNEY J. SCHEEL
DIRECTOR

(608) 873-6619 www.cityofstoughton.com/planning

Date: April 2, 2013

To: Planning Commission Members

From: Rodney J. Scheel
Director of Planning & Development

Michael Stacey
Zoning Administrator/Assistant Planner

Subject: April 8, 2013 Planning Commission Meeting - Status of Developments and Meeting Summary.

Status of Developments:

- West View Ridge - 22 improved lots remaining.
- Stone Crest - 10 improved lots remaining.
- Proposed Kettle Park West development – in process.
- Haag Addition – under construction.
- Proposed Settler's Point development – waiting for concept plan & narrative. Council approved a 40 acre transfer of parkland to the City.

Department of Planning & Development Information:

Planning staff has been working primarily on the following:

- Proposed Kettle Park West Development – Progress meetings
- Building and zoning inspections
- Stormwater Utility
- Street Project Planning
- 217 S. Prairie Street property demolition request to State Historical Society
- Snow removal inspections-administration
- Website updates

Meeting Summary:

Item #5 – Request by MMM, LLC to annex 10.532 acres from the Town of Dunkirk. This annexation request is for a contiguous area in the southeast corner of the City. This annexation is still under review by the Department of Administration. The annexation ordinance has been provided. A recommendation to Council is necessary. Staff recommends approval.

Item #6 - Request by Vik Malling to acquire a Conditional Use Permit (CUP) for an Indoor Commercial Entertainment Use at 515 E. Main Street to open Viking Brew Pub.

This request is similar to past uses within the building at 515 E. Main Street. A small interior expansion is also planned. The application, plan and staff review letter has been provided. A public hearing and recommendation to Council are necessary. Staff recommends approval.

Item #7 - Pre-Annexation Agreement for Kettle Park West.

The pre-annexation agreement is provided for review and recommendation to Council.

Item #8 – Future Urban Development Area (FUDA) Update.

Staff will provide an update of the recent FUDA meetings.

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

ORDINANCE OF THE COMMON COUNCIL

Request by MMM, LLC for Direct Annexation by unanimous approval pursuant to section 66.0217 (6), Wis. Stats.

Committee Action: Recommend Council Approval -0

Fiscal Impact: None

File Number: O- 6 -2013

Date Introduced: April 23, 2013

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

1. MMM, LLC (the "Owner") has requested Direct Annexation of lands owned and located within the Town of Dunkirk.
2. The property is more formally described as follows:

Parcel number: 026/0511-094-8001-0

Legal Description of annexation area:

Part of the NE ¼ of the SE ¼ of Section 9, T.5N., R.11E., Town of Dunkirk, Dane County, Wisconsin, described as follows:

Beginning at the E ¼ corner of Section 9; thence S00°03'22"W along the East line of the NE ¼ of the SE ¼, 857.17 feet to the centerline of County Trunk Highway "A"; thence N56°23'38"W along said centerline, 151.89 feet to the point of curvature of a curve to the right, said curve having a central angle of 02°29'19" and a radius of 5703.00 feet, the long chord of which bears N55°08'59"W, 247.68 feet; thence Northwesterly along the arc of said curve and centerline, 247.70 feet to its point of tangency thereof and the Southeasterly corner of lands described in document number 2018384 of Dane County Records; thence N21°26'43"E along the East line of said lands, 235.90 feet; thence N02°40'44"W along said line, 75.00 feet; thence S72°44'34"W along the Westerly line of said lands, 181.30 feet; thence S47°40'54"W along said line, 140.00 feet to the centerline of County Trunk Highway "A"; thence N52°34'33"W along said centerline, 653.49 feet to the Northeast corner of Dane County Certified Survey Map number 433 and the point of curvature of a curve to the left, said curve having a central angle of 28°40'45" and a radius of 347.78 feet, the long chord of which bears N64°23'50"W, 172.27 feet; thence Northwesterly along the arc of said curve and centerline, 174.08 feet to its intersection with the North line of the NE ¼ of the SE ¼; thence N89°21'12"E along said North line, 1198.91 feet to the point of beginning. The above described containing 10.522 acres, being subject to a right of way for County Trunk Highway "A".

3. The temporary zoning classification for the proposed property is RH – Rural Holding.

4. On April 8, 2013 the City of Stoughton Planning Commission reviewed this request for direct annexation and recommend the Common Council approve the direct annexation.

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 proposed property is hereby changed to RH – Rural Holding, 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 Zoning Ordinance, Land Division Ordinance and Comprehensive Plan.

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.

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

City Clerk

**PETITION FOR DIRECT ANNEXATION
BY UNANIMOUS APPROVAL
BY MMM, LLC,**

I, the undersigned managing member of MMM, LLC, only owner of the real property in which no electors reside in the following territory of the Town of Dunkirk, Dane County, Wisconsin, lying contiguous to the City of Stoughton, petition the common council of the City of Stoughton to annex the territory described below and shown on the attached scale map to the City of Stoughton, Dane County, Wisconsin:

(SEE ATTACHED DESCRIPTION AND SCALE MAP)

The current population of such territory is zero (0).

I, the undersigned managing member of MMM, LLC, elect that this annexation shall take effect to the full extent consistent with outstanding priorities of other annexation, incorporation or consolidation proceedings, if any.

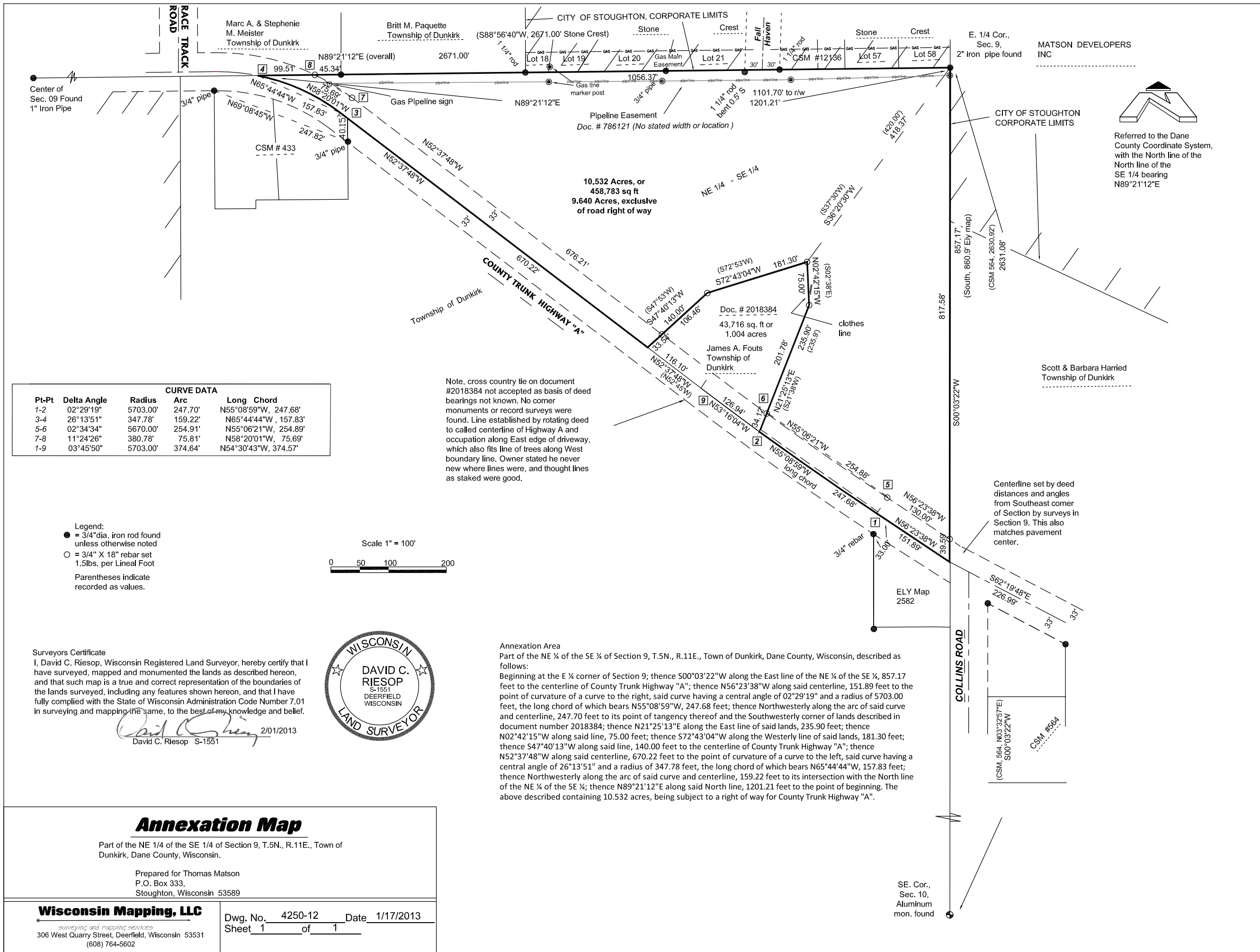
Dated this 15th day of February, 2013.

Thomas W. Matson, managing member for
MMM, LLC, owner
P.O. Box 333
Stoughton, WI 53589
608-873-8700

Annexation Area

Part of the NE ¼ of the SE ¼ of Section 9, T.5N., R.11E., Town of Dunkirk, Dane County, Wisconsin, described as follows:

Beginning at the E ¼ corner of Section 9; thence S00°03'22"W along the East line of the NE ¼ of the SE ¼, 857.17 feet to the centerline of County Trunk Highway "A"; thence N56°23'38"W along said centerline, 151.89 feet to the point of curvature of a curve to the right, said curve having a central angle of 02°29'19" and a radius of 5703.00 feet, the long chord of which bears N55°08'59"W, 247.68 feet; thence Northwesterly along the arc of said curve and centerline, 247.70 feet to its point of tangency thereof and the Southwesterly corner of lands described in document number 2018384; thence N21°25'13"E along the East line of said lands, 235.90 feet; thence N02°42'15"W along said line, 75.00 feet; thence S72°43'04"W along the Westerly line of said lands, 181.30 feet; thence S47°40'13"W along said line, 140.00 feet to the centerline of County Trunk Highway "A"; thence N52°37'48"W along said centerline, 670.22 feet to the point of curvature of a curve to the left, said curve having a central angle of 26°13'51" and a radius of 347.78 feet, the long chord of which bears N65°44'44"W, 157.83 feet; thence Northwesterly along the arc of said curve and centerline, 159.22 feet to its intersection with the North line of the NE ¼ of the SE ¼; thence N89°21'12"E along said North line, 1201.21 feet to the point of beginning. The above described containing 10.532 acres, being subject to a right of way for County Trunk Highway "A".



1. Territory to be annexed: MATSON ANNEXATION	From: Town of Dunkirk	To: City of Stoughton
--------------------------------------------------	--------------------------	--------------------------

2. Area (Acres): 10.532 Equalized (full) value: Land:\$ Improvements:\$

3. **Property Tax Payments** OR Boundary Agreement (circle one)

a. Annual town property tax on territory to be annexed: <u>\$ \$16.94</u> b. Total that will be paid to Town (annual tax multiplied by 5 years): <u>\$84.71</u> c. Paid by: <u>Petitioner</u> City/Village (circle one) Other	a. Title of boundary agreement _____ b. Year adopted _____ c. Participating jurisdictions _____ _____ d. Statutory authority (circle one) 66.0307 66.0225 66.0301
----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

4. Approximate **present land use** of territory: | Resident Population: |

Undeveloped: <u>100</u> %	Residential <u> </u> %	Electors: <u> 0 </u> .
Commercial: <u> </u> %	Recreational <u> </u> %	Total: <u> 0 </u> .
Industrial: <u> </u> %		

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

Commercial: <u> </u> %	Residential <u> 100 </u> %	Other: <u> </u>
Industrial: <u> </u> %	Recreational <u> </u> %	

Comments: It is likely some will be used for Rights-of-way and stormwater management as it will laid out for an expansion of the City residential subdivision to the north.

6. Has a preliminary or final plat been submitted to the Plan Commission: Yes X No

7. What is the **nature of land use adjacent** to this territory in the city or village?
There are residential single family uses adjacent to the north.

In the town? There are residential and Agricultural uses.

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

Sanitary sewer <u> x </u>	Police/Fire protection <u> </u>
Water supply <u> x </u>	EMS <u> </u>
Storm sewers <u> x </u>	Zoning <u> x </u>
Other <u> </u>	

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

City/Village X Yes ___ No.

Town ___ Yes X No

If yes, approximate time table for providing service:

Sanitary Sewers immediately
or, write in number of years.

City/Village

X

Town

Water Supply immediately,
or, write in number of years.

X

Will provision of sanitary sewers and/or water supply to the territory proposed for annexation require capital expenditures (i.e. treatment plant expansion, new lift stations, interceptor sewers, wells, water storage facilities)?

Yes X No. If yes, identify the nature of the anticipated improvements and their probable costs: The property owner will be required to extend sewer and water services to the property at their expense. This area is anticipated for future City development and included in the City's Comprehensive Plan for urban development. The timeline for extension of services will be considered as part of developer's interest to expand the adjacent City serviced subdivision to the north following annexation.

10. Parks and Recreation:

Total acreage: 144 Annual park program appropriation: \$ _____

Describe proximity of parks from annexation territory:

11. Schools:

What school district(s) serve the territory to be annexed? Stoughton Area School District

12. Planning:

1. Do you have a comprehensive plan for the City? X Yes ___ No

If yes, when was it prepared? 2005 When Updated? June 26, 2012

Who prepared the plan? City of Stoughton w/ assistance from Vandewalle Associates.

2. Annual appropriation for planning? \$ _____

3. How is the annexation territory now zoned? Under County Zoning

4. How will the land be zoned and used if annexed? The City anticipates this property will initially be zoned RH 6 Rural Holding until development plans are finalized. The end use zoning is likely to be a mixture of City classifications but is expected to be for primarily residential, recreational and ancillary uses.

14. Other relevant information and comments bearing upon the public interest in the annexation: Land and improved values for this questionnaire were based on the AccessDane tax records. The annexation request is found in the City's Comprehensive Plan to become part of the City of Stoughton. Specific development plans will need to be developed and approved by the City.

Prepared by: Rodney Scheel
Title: Director of Planning & Development
Phone: 608-873-6619
Date: March 4, 2013

Please **RETURN PROMPTLY** to:
Municipal Boundary Review
101 E. Wilson Street, 10th Floor
Madison, WI 53702-0001
(608) 264-6102 (608) 267-6917 FAX
wimunicipalboundaryreview@doa.state.wi.us EMAIL

Request for Annexation Review

Wisconsin Department of Administration

WI Dept. of Administration
Municipal Boundary Review
101 E. Wilson Street, 9th Floor
Madison WI 53703
608-264-6102 Fax: 608-267-6917
wimunicipalboundaryreview@wi.gov
<http://doa.wi.gov/municipalboundaryreview/>

Petitioner Information

Name: **MMM, LLC**

Address: **ATTN: THOMAS MATSON**

P.O. BOX 333

STOUGHTON, WI. 53589

Email: **MATSON@MATSONGMAC.COM**

Office use only:

1. Town where property is located: **DUNKIRK**

2. Petitioned City or Village: **STOUGHTON**

3. County where property is located: **DANE**

4. Population of the territory to be annexed: **-0-**

5. Area (in acres) of the territory to be annexed:

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **10.532**

Petitioners phone:

608-873-8700

Town clerk's phone:

608-873-9177

City/Village clerk's phone:

608-873-6692

Contact Information if different than petitioner:

Representative's Name and Address:

MICHAEL D. RUMPF

P.O. BOX 1

CAMBRIDGE, WI. 53523

Phone: **608-423-3254**

E-mail: **MRUMPF@RUMPFLLAW.COM**

Surveyor or Engineering Firm's Name & Address:

Phone:

E-mail:

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

1. ☒ Legal Description meeting the requirements of s.66.0217 (1) (c) [see attached annexation guide]
2. ☒ Map meeting the requirements of s. 66.0217 (1) (g) [see attached annexation guide]
3. ☒ Signed Petition or Notice of Intent to Circulate is included
4. Indicate Statutory annexation method used:
 - ☒ Unanimous per s. 66.0217 (2), or,
 - OR
 - ☐ Direct by one-half approval per s. 66.0217 (3)
5. ☒ Check or money order covering review fee [see next page for fee calculation]

Annexation Review Fee Schedule

A Guide for Calculating the Fee Required by ss.16.53 (4) and 66.0217, Wis. Stats.

Required Fees

There is an initial filing fee and a variable review fee

\$350 Initial Filing Fee (required with the first submittal of all petitions)
\$200 – 2 acres or less
\$350 – 2.01 acres or more

\$800 Review Fee (required with all annexation submittals except those that consist ONLY of road right-of-way)
\$200 – 2 acres or less
\$600 – 2.01 to 10 acres
\$800 – 10.01 to 50 acres
\$1,000 – 50.01 to 100 acres
\$1,400 – 100.01 to 200 acres
\$2,000 – 200.01 to 500 acres
\$4,000 – Over 500 acres

\$1150 TOTAL FEE DUE (Add the Filing Fee to the Review Fee)

Attach check or money order here, payable to: **Department of Administration**

**THE DEPARTMENT WILL NOT PROCESS
AN ANNEXATION PETITION THAT IS NOT ACCOMPANIED
BY THE REQUIRED FEE.**

**THE DEPARTMENT'S 20-DAY STATUTORY REVIEW PERIOD
COMMENCES UPON RECEIPT OF THE PETITION AND REVIEW FEE**

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

RESOLUTION OF THE COMMON COUNCIL

Approving a Conditional Use Permit for Vik Malling to operate an indoor commercial entertainment establishment (Viking Brew Pub) at 515 E. Main Street, Stoughton, Wisconsin.

Committee Action: Recommend Council approval - 0

Fiscal Impact: None.

File Number: R- 49 -2013

Date Introduced: April 23, 2013

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

WHEREAS, on April 8, 2013 the City of Stoughton Planning Commission held a public hearing and reviewed the proposed conditional use permit request by Vik Malling, for property located at 515 E. Main Street, Stoughton, Wisconsin; and

WHEREAS, the conditional use permit is requested to operate an indoor commercial entertainment establishment (Viking Brew Pub); and

WHEREAS, the conditional use permit request was reviewed by the Zoning Administrator and found to be in compliance with the City zoning ordinance as reflected in the staff review letter dated March 25, 2013; and

WHEREAS, the Comprehensive Plan, 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 property has historically been used for commercial type uses. The Comprehensive Plan, Planned Land Use Map depicts this property as General Industrial which is not-consistent with the past, current or proposed use of the property. The Planning Land Use Map will need to be modified in the future to match the existing Central Business uses; now therefore

BE IT RESOLVED, by the City of Stoughton Common Council that the Conditional Use Permit request for Vik Malling to operate an indoor commercial entertainment establishment at 515 E. Main Street, Stoughton, Wisconsin is hereby approved contingent on the following:

- Staff review letter dated March 25, 2013

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

Mayoral Action: ☐ Accept ☐ Veto

Donna Olson, Mayor

Date

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

PUBLIC HEARING NOTICE

The City of Stoughton Planning Commission will hold a Public Hearing on Monday, April 8, 2013 at 6:00 o'clock p.m., or as soon after as the matter may be heard, in the Council Chambers, Public Safety Building, 321 South Fourth Street, Second Floor, Stoughton, Wisconsin, 53589, to consider a proposed Conditional Use Permit Application by Vik Malling, for an indoor commercial entertainment use (Viking Brew Pub) at 515 E. Main Street, Stoughton, Wisconsin. The property at 515 E. Main Street is owned by STI Holdings Inc., and is more fully described as follows:

Parcel Number: 281/0511-081-8320-7

SEC 8-5-11 PRT E1/2 NE1/4 COM NE COR BLOCK 45 ORIGINAL PLAT TH N51DEG53'4"E 33.2 FT TO INTERS MAIN ST S R/W LN & 7TH ST NELY R/W LN & POB TH N31DEG50'W 33.2 FT TO C/L MAIN ST TH N51DEG53'4"E 211 FT TH S31DEG50'46"E 1179.71 FT TH S58DEG9'14"W 210 FT TH N31DEG50'W 142.5 FT TO SE COR BLOCK 44 ORIGINAL PLAT TH CON N31DEG50'W 980.94 FT TO POB 5.628 ACRES EXC TRACK CROSSING SLY PRT ABV-DESCR SUBJ TO 20 FT WIDE ESMT FOR SD TRACK MAINT SUBJ TO ACCESS ESMT IN DOC #4014013

For questions regarding this notice please contact Michael Stacey, Zoning Administrator at 608-646-0421

Michael P Stacey
Zoning Administrator

Published March 21, 2013 Hub
Published March 28, 2013 Hub

Public Access System

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Friday, March 15, 2013

Parcel information updated on Friday, March 15, 2013 unless otherwise noted.

Parcel Number - 281/0511-081-8320-7[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 NE
 Plat Name METES AND BOUNDS
 Block/Building

Restrictive Covenants [Show Restrictions for this Plat, CSM, or Quarter](#)

Zoning Information

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

Owner Name and Address

Owner Status CURRENT OWNER
 Name STI HOLDINGS INC
 Property Address 416 S ACADEMY ST
 City State Zip STOUGHTON, WI 53589
 Country USA

[- Edit Owner Address](#)**Parcel Address**

Primary Address 515 E MAIN ST

[- Edit Parcel Address](#) [- Add More Addresses](#)**Billing Address**

Attention
 Street PO BOX 606
 City State Zip STOUGHTON, WI 53589
 Country USA

[- Edit Billing Address](#)**Assessment Information**

Assessment Year	2013	2012
Valuation Classification	<u>G2</u>	<u>G2</u>
Assessment Acres	0.849	0.849
Land Value	\$74,000.00	\$74,000.00
Improved Value	\$302,300.00	\$302,300.00
Total Value	\$376,300.00	\$376,300.00
Valuation Date	01/20/2013	05/08/2012

[About Annual Assessments](#)**Tax Information**[Pay Taxes Online](#)

2012 Tax Values	E-Statement	E-Bill	E-Receipt
	Average Assessment Ratio	Estimated Fair Market Value	
Category	Assessed Value		
Land	\$74,000.00 /	0.9916	\$74,627.00
Improvement	\$302,300.00 /	0.9916	\$304,861.00
Total	\$376,300.00 /	0.9916	\$379,488.00

2012 Taxes:	\$8,696.10
2012 Lottery Credit(-):	\$0.00
2012 First Dollar Credit(-):	\$76.00
2012 Specials(+):	\$0.00
2012 Amount:	\$8,620.10

[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
 SEC 8-5-11 PRT E1/2 NE1/4 COM NE COR BLOCK 45 ORIGINAL
 PLAT TH N51DEG53'4"E 33.2 FT TO INTERS MAIN ST S R/W LN &
 7TH ST NELY R/W LN & POB TH N31DEG50'W 33.2 FT TO C/L MAIN
 ST TH N51DEG53'4"E 211 FT TH S31DEG50'46"E 1179.71 FT TH
 S58DEG9'14"W 210 FT TH N31DEG50'W 142.5 FT TO SE COR BLOCK
 44 ORIGINAL PLAT TH CON N31DEG50'W 980.94 FT TO POB 5.628
 ACRES EXC TRACK CROSSING SLY PRT ABV-DESCR SUBJ TO 20
 FT WIDE ESMT FOR SD TRACK MAINT SUBJ TO ACCESS ESMT IN
 DOC #4014013

City of Stoughton Procedural Checklist for Conditional Use Review and Approval (Requirements per Section 78-905)

This form is designed to be used by the Applicant as a guide to submitting a complete application for a conditional use *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: Vik C. Malling for Viking Brew Pub.

Address & Phone of Applicant: 340 Stoney Ridge Trail, Stoughton; 345-8052.

Conditional Use Requested: Indoor Commercial Entertainment at 515 E. Main Street.

I. Record of Administrative Procedures for City Use

Staff meeting:

Date of Meeting: 3/15/13 Time of Meeting: 8:00 a.m. By: MPS

Application form filed with Zoning Administrator Date: 3/15/13 By: MPS

Application fee of \$430.00 received by Zoning Administrator Date: 3/15/13 By: MPS

II Application Submittal Packet Requirements for City and Applicant Use

Prior to submitting the 20 final complete applications as certified by the Zoning Administrator, the Applicant shall submit 5 initial draft application packets for staff review, followed by one revised draft final application packet based upon staff review and comments.

Final Application (1 copy to Zoning Administrator) Date: 3/15/13 By: MPS

☐ (a) A map of the proposed conditional use:

- ☐ Showing all lands for which the zoning is proposed to be amended.
- ☐ Showing all other lands within 300 feet of the boundaries of the subject property.
- ☐ Referenced to a list of the names and addresses of the owners of said lands as they appear on the current records of the Register of Deeds of Dane County (as provided by the City of Stoughton).
- ☐ 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 800 ft.
- ☐ All lot dimensions of the subject property provided.
- ☐ Graphic scale and north arrow provided.

☐ ☐ (b) A map, such as the Planned Land Use Map, of the generalized location of the subject property in relation to the City as a whole.

☐ ☐ (c) A written description of the proposed conditional use describing the type of activities, buildings, and structures proposed for the subject property and their general locations

☐ ☐ (d) A site plan (conforming to the requirements of Section 78-908(3)) of the subject property as proposed for development OR if the proposed conditional use is a

large development (per Sections 78-205(11)) or a group development (per Section 78-205(12)) a proposed preliminary plat or conceptual plat may be substituted for the required site plan, provided said plat contains all information required on said site plan per Section 78-908.

❑ (e) Written justification for the proposed conditional use:

- ❑ Indicating reasons why the Applicant believes the proposed conditional use is appropriate with the recommendations of the City of Stoughton Comprehensive Plan, particularly as evidenced by compliance with the standards set out in Section 78-905(4).

III Justification of the Proposed Zoning Ordinance Amendment for Applicant Use

1. How is the proposed conditional use (the use in general, independent of its location) in harmony with the purposes, goals, objectives, policies and standards of the City of Stoughton Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The Viking Brew Pub will be the City's first craft brew pub, offering retail sale of craft beer brewed on premises, along with wine and pub food.

Staff: We believe this proposed conditional use request is consistent with most of the goals and objectives of the Comprehensive Plan and Zoning Ordinance. The intent of this request is to continue an indoor commercial entertainment use at this location. The applicant will also be applying for a beer & wine alcohol license through the Public Safety Committee and Common Council.

2. How is the proposed conditional use, in its specific location, in harmony with the purpose, goals, objectives, policies and standards of the City of Stoughton Comprehensive Plan, the Zoning Ordinance, and any other plan, program, or ordinance adopted, or under consideration pursuant to official notice by the City?

The Viking Brew Pub replaces a pre-existing business (Stella's Speakeasy) at 515 E. Main Street, in the Tobacco Junction Building and deck on the east side of the building.

Staff: One of the land use goals within the Comprehensive Plan is to enhance and maintain the City's downtown area by providing for mixed use development in the downtown area and encouraging infill of older areas of the downtown in a manner which respects Stoughton's character. This proposal does provide for continuation of an allowable mixed-use. The indoor commercial entertainment use is a grandfathered use at this particular property. Conditions may be placed on the use such as sound buffering; hours of operation, control of odors, etc...

3. Does the proposed conditional use, in its proposed location and as depicted on the required site plan (see Section 78-905(3)(d)), result in any substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, traffic factors, parking, public improvements, public property or rights-of-way, or other matters affecting the public health, safety, or general welfare, either as they now exist or as they may in the future be developed as a result of the implementation of the provisions of the Zoning Ordinance, the Comprehensive Plan, or any other plan, program, map ordinance adopted or under consideration

pursuant to official notice by the City or other governmental agency having jurisdiction to guide development?

No, with the exception of (1) the need for a handicap accessible ramp over the existing sidewalk leading to the deck and SE entrance to Viking Brew Pub. (2) Expansion of the business square footage by 800 square feet by building out existing west wall 12 feet. (3) Build a kitchen with a commercial hood.

Staff: We don't believe the proposed indoor commercial entertainment use will result in any substantial or undue adverse impact on nearby property, character of the neighborhood, environmental factors, traffic factors, parking, public improvements or matters affecting public health, safety or general welfare.

4. How does the proposed conditional use maintain the desired consistency of land uses, land use intensities, and land use impacts as related to the environs of the subject property?

The use remains the same as previous uses except there will be no liquor served. There will be a 3.5 barrel electric heated brewhouse installed to brew craft beer for retail sale. Only beer, wine and food will be served.

Staff: We believe the proposed indoor commercial entertainment use is consistent with the existing land uses and intensities in the downtown area.

5. Is the proposed conditional use located in an area that will be adequately served by and will not impose an undue burden on, any of the improvements, facilities, utilities or services provided by public agencies serving the subject property?

Yes

Staff: We believe the proposed indoor commercial entertainment use will not pose any undue burden regarding improvements, facilities, utilities or services provided to the existing property.

6. Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use (as identified in Subsections 78-905(4)(b)1.5.), after taking into consideration the Applicant's proposal and any requirements recommended by the Applicant to improve such impacts?

Since there are no residential areas nearby, any noise from bands or entertainment should not create a conflict. Entertainment will be scheduled so it does not conflict with the Stoughton Performing Arts operating hours.

Staff: We believe the potential public benefits do outweigh some of the potential adverse impacts of the proposed conditional use.

IV. Final Application Packet Information for City Use

Receipt of one reduced (8.5" by 11" text and 11" by 17" graphics) copies of final application packet by Zoning Administrator Date: 3/15/13 By: MPS

Notified Neighboring Property Owners (within 300 feet) Date: 3/26/13 By: MPS

Notified Neighboring Township Clerks (within 1,000 feet) Date: _____ By: ____N/A

Class 2 legal notice sent to official newspaper by City Clerk Date: 3/14/13 By: MPS

Class 2 legal notice published on 3/21/28 and 3/28/13 By: MPS

Conditional Use recorded with the County Register of Deeds Office After Approval



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

March 25, 2013

Vik Malling
340 Stoney Ridge Trail
Stoughton, WI. 53589

Dear Mr. Malling:

I have completed a review of the proposed conditional use permit (CUP) application to allow indoor commercial entertainment (craft beer brewing, beer, wine and food sales) at 515 E. Main Street, Stoughton. A public hearing will be held on April 8, 2013 at the Planning Commission meeting of which you will receive notice. As noted, additional information may be required to be provided or shown on the plan.

1. The property at 515 E. Main Street, Stoughton is zoned HI – Heavy Industrial. Indoor commercial entertainment uses are conditionally grandfathered for this property.
2. Indoor Commercial Entertainment is defined as follows: Indoor commercial entertainment land uses include all land uses which provide entertainment services primarily within an enclosed building. Outdoor seating or patio areas associated with a proposed indoor commercial entertainment land use shall be allowed subject to city approval of a site plan showing any such proposed outdoor seating or patio area. Such activities often have operating hours which extend significantly later than most other commercial land uses. Examples of such land uses include restaurants, taverns, theaters, health or fitness centers, all forms of training studios (dance, art, martial arts, etc.), bowling alleys, arcades, roller rinks, and pool halls. **The City Common Council may place conditions on the use related to the operating hours for outdoor patio areas; screening; lighting, etc...**
3. The Comprehensive Plan, Planned Land Use Map designates this property as General Industrial which is consistent with the zoning but not necessarily the existing or proposed land uses. This property has historically been used for commercial land uses. Our recommendation is to amend the Planned Land Use Map in the future to reflect the use. We also recommend this property be rezoned in the future to CB – Central Business.
4. Parking requirements:
 - The parking requirement for an indoor commercial entertainment use is one space per 3 patron seats; or one space per three persons at the maximum capacity of the establishment; (whichever is greater). **We will need information to confirm this requirement.**
5. All paved surfaces shall be marked in a manner which clearly indicates required parking stalls.
6. The regulations pertaining to Indoor Commercial Entertainment uses are as follows:

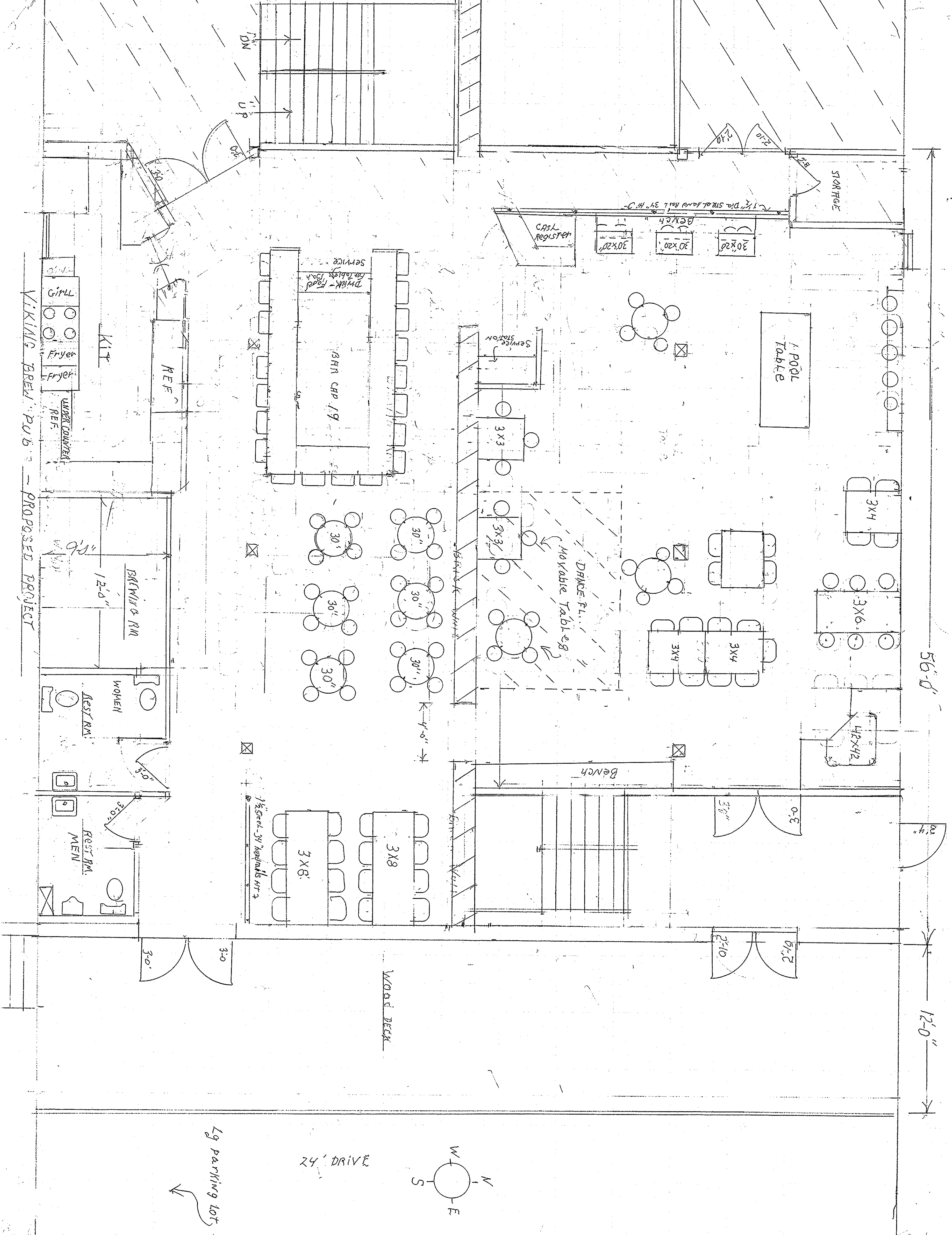
- If located on the same side of the building as abutting residentially zoned property, no customer entrance of any kind shall be permitted within 150 feet, or as far as possible, of a residentially zoned property. **N/A**
 - Facility shall provide bufferyard with minimum opacity of .60 along all borders of the property abutting residentially zoned property. **N/A**
7. A plan must be submitted for review with all dimensions to acquire a zoning permit prior to placement of signage. Signage installed on the building will also need to be approved by the Landmark's Commission.
 8. State of Wisconsin approved building plans may be required and appropriate City of Stoughton building permits are required before construction, but are not necessary to begin the City review process.

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



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

RESOLUTION OF THE COMMON COUNCIL

Approving a Pre-Annexation Agreement between the City of Stoughton and Kettle Park West, LLC for property described in Exhibit A of the Agreement.

Committee Action: Recommend approval - 0

Fiscal Impact: None

File Number: R- 50 -2013

Date Introduced: April 9, 2013

WHEREAS, on April 8, 2013 the City of Stoughton Planning Commission reviewed and recommend the Common Council approve the Pre-Annexation Agreement between the City of Stoughton and Kettle Park West, LLC for property described in Exhibit A of the Agreement; and

WHEREAS, the Pre-Annexation was reviewed by City Attorney Matt Dregne and found to be in the City's best interest;

WHEREAS, this agreement outlines items of mutual interest between the City and future 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 Kettle Park West, LLC for property described in Exhibit A of the Agreement, is hereby approved, as presented.

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

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

Donna Olson, Mayor

Date

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

PRE-ANNEXATION AGREEMENT

CITY OF STOUGHTON – KETTLE PARK WEST DEVELOPMENT

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

RECITALS

- A. Developer intends to work with the owners of certain property to petition the City for the annexation of the property described in Exhibit A (the "Subject Property"), the Highway 51 right-of-way adjacent to the Subject Property, and northerly one-half of the Highway 138 right-of-way adjacent to the Subject Property. Hereafter the Subject Property, the Highway 51 right-of-way adjacent to the Subject Property, and northerly one-half of the Highway 138 right-of-way adjacent to the Subject Property, shall be referred to collectively as the "Annexation Property".
- B. Developer acknowledges that Developer and the owners of the Subject Property are voluntarily and of their own accord requesting annexation of the Subject Property to the City, and that the City has not initiated or required the annexation.
- C. Annexation of the Annexation 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 Annexation 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 Developer acknowledge that they enter into this Agreement for their mutual benefit and in order to address certain obligations and set forth certain understandings relating to the development of the Subject Property in the event the Annexation Property is annexed to the City.

AGREEMENT

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

1. PETITION FOR ANNEXATION.

Developer intends to file a petition for annexation of the Annexation Property to the City, pursuant to Wis. Stat. § 66.0217(2). Developer intends to file the petition with the City on or before _____, 2013.

2. 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. Permanent Zoning and Compliance with Plans and Regulations. The City has adopted a Westside Detailed Neighborhood Plan, as Appendix B to the City of Stoughton Comprehensive Plan. The parties anticipate that, following annexation, Developer will apply for permanent zoning of the Subject Property that is consistent with the Westside Detailed Neighborhood Plan. Any development of the Subject Property shall be consistent with the City's Comprehensive Plan, and shall be reviewed and considered in accordance with the City's Comprehensive Plan, and land division, zoning, stormwater management, building and other regulations relating to the development of the Subject Property. The parties agree that the Land Use Map attached as Exhibit B is consistent with the Westside Detailed Neighborhood Plan. The parties anticipate that Developer will apply for zoning, land division and other approvals in a manner that is consistent with the Land Use Map attached as Exhibit B.
- C. Phasing. The parties anticipate that the Subject Property will be zoned and developed in phases, in accordance with the phasing plan described in Exhibit C.
- D. Public Improvements. Developer 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, obligations, procedures or requirements to the City of Stoughton pertaining to the future development or division of the Subject Property.

3. TAX INCREMENTAL FINANCING.

- A. The parties anticipate that development of the Subject Property may be facilitated by the use of tax incremental financing, pursuant to Wis. Stat. § 66.1105, and in accordance with one or more agreements to be negotiated by the parties.
- B. The City understands that Developer may request financial assistance of approximately Seven Million Dollars (\$7,000,000.00) as a condition of developing Phases 1a and 1b of the Subject Property, including constructing the improvements and incurring the costs described in Exhibit D, under the headings for Phases 1A and 1B. Developer understands that, as a condition of providing financial assistance, the City may require agreements that protect the City's financial interests. If financial assistance is provided by tax incremental financing, the City may require agreements that guarantee receipt by the City of sufficient tax increment to fund the financial assistance. Developer shall not be bound to undertake development of the Subject Property, and the City shall not be bound to provide financial assistance to Developer, unless the parties execute one or more agreements requiring such development and financial assistance to be undertaken and provided, and then only in accordance with the terms of such agreement or agreements.
- C. Developer acknowledges and understands that this Agreement cannot bind the City to create a tax increment district.

4. FEES AND COSTS.

- A. Urban Service Area Amendment Fees and Costs. Developer and the City cooperated to obtain approval of an amendment (the "Amendment") to the City of Stoughton Urban Service Area. The Capital Area Regional Planning Commission approved the Amendment on June 11, 2011, in Resolution CARPC No. 2011-5, and the Wisconsin Department of Natural Resources approved the amendment by letter dated June 16, 2011. In order to obtain approval of the Amendment, the City incurred costs totaling \$_____, and Developer incurred costs totaling \$_____. The parties agree that, as a final allocation between the parties of the costs

of obtaining approval of the Amendment, Developer shall reimburse the City in the amount of \$ _____, and the City shall reimburse Developer in the amount of \$ _____, resulting in a net payment in the amount of \$ _____ from _____ to _____. This payment shall be made on or before the date this Agreement is signed by both parties.

- B. Application, Review and Administrative Fees. Developer shall pay to the City, immediately after presentation of a written request for payment, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred or accrued before or after the execution of this Agreement in connection with: (1) the review and processing of petitions, applications and plans for the annexation, rezoning, division or development of the Subject Property; (2) the negotiation, preparation, consideration and review of this Agreement and other agreements relating to the Development of the Property; (3) the rezoning, subdivision or development of the Subject Property. Consulting, planning, engineering, and legal fees shall be the actual costs to the City on the basis of submitted invoices. Administrative fees including city staff time shall be calculated based on the actual cost to the City, including all wages and benefits paid to City employees. Inspection and observation fees during construction shall be the actual cost to the City on the basis of submitted invoices.
- C. Town Taxes. Developer shall reimburse the City for any amounts the City is required by law to pay to the Town of Rutland as a result of the annexation of the Subject Property. Any such reimbursements shall be paid within 30 days after the City requests payment.
- D. Impact and Connection Fees. The City requires the payment of certain impact fees pursuant to Chapter 67 of the Municipal Code of the City of Stoughton. As of the date effective date of this Agreement, the City does not require the payment of a fee to connect to the City's sanitary sewer system or water system. Nothing in this Agreement is intended to relieve Developer from paying to the City fees and costs related to the zoning, division or development of the Subject Property, and required by the City's ordinances or policies.

5. EFFECTIVE DATE AND EXPIRATION OF THIS AGREEMENT.

- A. Effective Date. This Agreement shall be effective upon execution.
- B. Expiration. If the City has not adopted an ordinance annexing the Subject Property on or before 12:00 noon on _____, 2013, then this

Agreement shall automatically, and without any further action, become null and void and of no force or effect, except that Developer shall pay any costs for which it is responsible under Section 4 of this Agreement as of such date.

6. OTHER PROVISIONS.

- A. Duration. This Agreement shall continue until a written release signed by the City and Developer is recorded, or until it automatically terminates under section 5 B.
- B. Governing Law. This Agreement shall be governed by, and enforced in accordance with the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.
- C. No Third Party Beneficiaries. No claim as a third party beneficiary under this Agreement by any person shall be valid against the City or Developer.
- D. Amendments and Modifications. No amendment or modification to this Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement.
- E. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement. This Agreement shall be construed simply and fairly to both parties.
- F. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.
- G. Severability. If any part of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of the Agreement to the greatest extent permitted by applicable law.

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

DEVELOPER:
Kettle Park West, LLC

By _____

Print Name: _____

Print Title: _____

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2013, 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: _____
Maria Hougan, City Clerk

ACKNOWLEDGEMENT

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2013, the
above-named Donna Olson and Maria Hougan, 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 – Map and Description of the Subject Property
- Exhibit B - Land Use Map
- Exhibit C - Description of Phasing Plan
- Exhibit D - Project Costs

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
22 West Washington Avenue, Suite 900
P.O. Box 1784
Madison, WI 53701-1784
(608) 256-0226

EXHIBIT A

DESCRIPTION OF THE SUBJECT PROPERTY

I, JOHN KREBS, WISCONSIN REGISTERED LAND SURVEYOR NO. S-1878, HEREBY CERTIFY THAT THIS PLAT OF SURVEY AND MAP IS CORRECT TO THE BEST OF MY KNOWLEDGE AND BELIEF IN ACCORDANCE WITH THE INFORMATION PROVIDED.

JOHN KREBS, S-1878
WISCONSIN REGISTERED LAND SURVEYOR

DATE _____

S. ON PAGES 1, 2, 3, 4, 5, 6, 7, 8, 9, 10, 11, 12, 13, 14, 15, 16, 17, 18, 19, 20, 21, 22, 23, 24, 25, 26, 27, 28, 29, 30, 31, 32, 33, 34, 35, 36, 37, 38, 39, 40, 41, 42, 43, 44, 45, 46, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 58, 59, 60, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 82, 83, 84, 85, 86, 87, 88, 89, 90, 91, 92, 93, 94, 95, 96, 97, 98, 99, 100, 101, 102, 103, 104, 105, 106, 107, 108, 109, 110, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 121, 122, 123, 124, 125, 126, 127, 128, 129, 130, 131, 132, 133, 134, 135, 136, 137, 138, 139, 140, 141, 142, 143, 144, 145, 146, 147, 148, 149, 150, 151, 152, 153, 154, 155, 156, 157, 158, 159, 160, 161, 162, 163, 164, 165, 166, 167, 168, 169, 170, 171, 172, 173, 174, 175, 176, 177, 178, 179, 180, 181, 182, 183, 184, 185, 186, 187, 188, 189, 190, 191, 192, 193, 194, 195, 196, 197, 198, 199, 200, 201, 202, 203, 204, 205, 206, 207, 208, 209, 210, 211, 212, 213, 214, 215, 216, 217, 218, 219, 220, 221, 222, 223, 224, 225, 226, 227, 228, 229, 230, 231, 232, 233, 234, 235, 236, 237, 238, 239, 240, 241, 242, 243, 244, 245, 246, 247, 248, 249, 250, 251, 252, 253, 254, 255, 256, 257, 258, 259, 260, 261, 262, 263, 264, 265, 266, 267, 268, 269, 270, 271, 272, 273, 274, 275, 276, 277, 278, 279, 280, 281, 282, 283, 284, 285, 286, 287, 288, 289, 290, 291, 292, 293, 294, 295, 296, 297, 298, 299, 300, 301, 302, 303, 304, 305, 306, 307, 308, 309, 310, 311, 312, 313, 314, 315, 316, 317, 318, 319, 320, 321, 322, 323, 324, 325, 326, 327, 328, 329, 330, 331, 332, 333, 334, 335, 336, 337, 338, 339, 340, 341, 342, 343, 344, 345, 346, 347, 348, 349, 350, 351, 352, 353, 354, 355, 356, 357, 358, 359, 360, 361, 362, 363, 364, 365, 366, 367, 368, 369, 370, 371, 372, 373, 374, 375, 376, 377, 378, 379, 380, 381, 382, 383, 384, 385, 386, 387, 388, 389, 390, 391, 392, 393, 394, 395, 396, 397, 398, 399, 400, 401, 402, 403, 404, 405, 406, 407, 408, 409, 410, 411, 412, 413, 414, 415, 416, 417, 418, 419, 420, 421, 422, 423, 424, 425, 426, 427, 428, 429, 430, 431, 432, 433, 434, 435, 436, 437, 438, 439, 440, 441, 442, 443, 444, 445, 446, 447, 448, 449, 450, 451, 452, 453, 454, 455, 456, 457, 458, 459, 460, 461, 462, 463, 464, 465, 466, 467, 468, 469, 470, 471, 472, 473, 474, 475, 476, 477, 478, 479, 480, 481, 482, 483, 484, 485, 486, 487, 488, 489, 490, 491, 492, 493, 494, 495, 496, 497, 498, 499, 500, 501, 502, 503, 504, 505, 506, 507, 508, 509, 510, 511, 512, 513, 514, 515, 516, 517, 518, 519, 520, 521, 522, 523, 524, 525, 526, 527, 528, 529, 530, 531, 532, 533, 534, 535, 536, 537, 538, 539, 540, 541, 542, 543, 544, 545, 546, 547, 548, 549, 550, 551, 552, 553, 554, 555, 556, 557, 558, 559, 560, 561, 562, 563, 564, 565, 566, 567, 568, 569, 570, 571, 572, 573, 574, 575, 576, 577, 578, 579, 580, 581, 582, 583, 584, 585, 586, 587, 588, 589, 590, 591, 592, 593, 594, 595, 596, 597, 598, 599, 600, 601, 602, 603, 604, 605, 606, 607, 608, 609, 610, 611, 612, 613, 614, 615, 616, 617, 618, 619, 620, 621, 622, 623, 624, 625, 626, 627, 628, 629, 630, 631, 632, 633, 634, 635, 636, 637, 638, 639, 640, 641, 642, 643, 644, 645, 646, 647, 648, 649, 650, 651, 652, 653, 654, 655, 656, 657, 658, 659, 660, 661, 662, 663, 664, 665, 666, 667, 668, 669, 670, 671, 672, 673, 674, 675, 676, 677, 678, 679, 680, 681, 682, 683, 684, 685, 686, 687, 688, 689, 690, 691, 692, 693, 694, 695, 696, 697, 698, 699, 700, 701, 702, 703, 704, 705, 706, 707, 708, 709, 710, 711, 712, 713, 714, 715, 716, 717, 718, 719, 720, 721, 722, 723, 724, 725, 726, 727, 728, 729, 730, 731, 732, 733, 734, 735, 736, 737, 738, 739, 740, 741, 742, 743, 744, 745, 746, 747, 748, 749, 750, 751, 752, 753, 754, 755, 756, 757, 758, 759, 760, 761, 762, 763, 764, 765, 766, 767, 768, 769, 770, 771, 772, 773, 774, 775, 776, 777, 778, 779, 780, 781, 782, 783, 784, 785, 786, 787, 788, 789, 790, 791, 792, 793, 794, 795, 796, 797, 798, 799, 800, 801, 802, 803, 804, 805, 806, 807, 808, 809, 810, 811, 812, 813, 814, 815, 816, 817, 818, 8

KEY
AWARDED IN
CERTIFIED
LOT 2,
DOCUMENT
PART OF
THE NORTH
5 NORTH
WISCONSIN

S87°57'29"E 1.15'
(N86°43'16"W 1.17')

RELATIONSHIP BETWEEN SURVEY MAPS AND THE SOUTH-ALL IN OF RUTH

[illegible]




FOUND RESER
0.36" S
0.15" E
OF 1.00" CORNER

0.56' FROM THE RESERVE
FOUND AT THE S.W.
CORNER OF LOT 1 OF
CDM NO. 19522.

Int.
URS

(N87°01'46"W)

LOCATIONS OF PARTICIPANT
WORKING FACILITIES BEFORE YOU
SIGN IN WISCONSIN

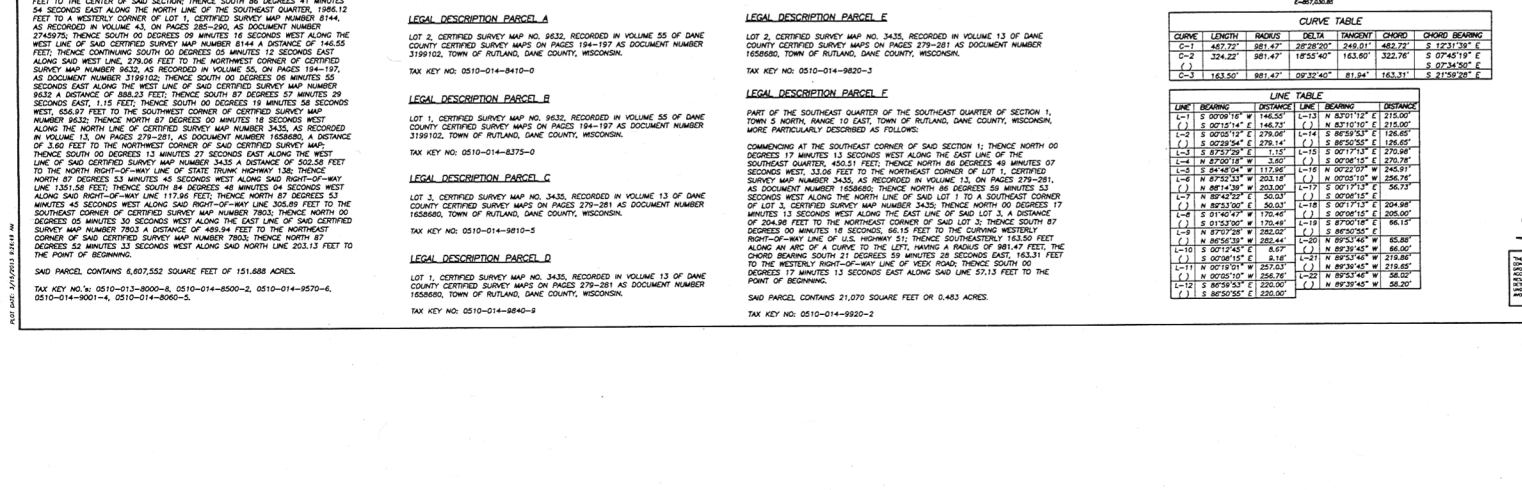




DATE AND LOCATION OF UNDER-
LINES IS NOT GUARANTEED TO BE
IN ALL INSTANCES, THE CONTRACTOR IS
FOR MARKING THE CONTRACTOR'S OWN
LINES AS TO THE TYPE AND LOCATION OF
UTILITIES AS MAY BE NECESSARY TO

PREPARED FOR

FORWARD DEVELOPMENT
161 HORIZON DRIVE, STE. 101A

F.B. NO/PG: 246/17



LINE		DISTANCE	LINE	BEARING	DISTANCE
L-1	S 00°09'16" W	146.55'	L-13	N 83°01'12" E	215.00'
()		146.73'	N	83°10'00" E	215.00'
L-2	S 00°05'12" E	279.08'	L-14	S 86°59'53" E	126.65'
()	S 02°59'54" E	279.14'		86°59'56" E	126.65'
L-3	S 67°57'29" E	1.15'	L-15	S 00°17'13" E	270.78'
()			()	S 00°08'10" E	270.78'
L-6	N 67°30'18" W	3.90'			

L-5	S 04°48'04"	117.96°	L-16	N 00°22'03"	245.91°
L-6	S 05°23'33"	W 203.10°	L-17	N 00°05'10"	W 256.78°
L-7	N 08°14'39"	W 203.00°	L-17	S 00°17'13"	E 56.73°
L-7	N 05°42'22"	E 50.03°	L-18	S 00°06'15"	
L-8	N 05°53'00"	E 50.03°	L-18	S 00°17'13"	204.98°
L-8	S 05°40'47"	W 170.44°	L-19	S 00°08'16"	W 256.78°
L-9	S 03°13'00"	W 170.48°	L-19	S 00°00'16"	E 56.15°
L-9	N 07°07'28"	W 282.02°	L-20	S 00°30'55"	
L-9	N 06°56'39"	W 282.44°	L-20	N 09°53'46"	W 65.82°

L-10	S 00°12'45" E	8.67'	()	N 09°39'45" W	66.00'
	S 00°08'15" E	9.16'	L-21	N 09°53'46" W	219.86'
L-11	N 00°19'01" W	257.03'	()	N 09°39'45" W	219.65'
	N 00°55'10" W	256.76'	L-22	N 09°53'46" W	219.82'
L-12	N 00°59'53" E	220.00'	()	N 09°39'45" W	58.20'
()	S 86°50'55" E	220.00'			

TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES, INFORM YOU DFC IN WISCONSIN



CALL DIGGERS HOTLINE
1-800-242-6311 TOLL FREE

REMEMBER: WHEN DIGGING, ALWAYS CALL FIRST TO OBTAIN LOCATIONS OF PARTICIPATING UNDERGROUND FACILITIES. DFC IN WISCONSIN

THE INFORMATION SHOWN ON THIS DRAWING CONCERNING THE LOCATION OF UNDERGROUND UTILITIES IS NOT GUARANTEED TO BE ACCURATE ON ALL INCLUDES. THE CONTRACTOR IS RESPONSIBLE FOR VERIFYING THE CONTRACTOR'S OWN DETERMINATIONS AS TO THE TYPE AND LOCATION OF UNDERGROUND UTILITIES AS MAY BE NECESSARY TO AVOID DAMAGE THEREOF.

PREPARED FOR	SURVEYED: <u>JK</u>
WARD DEVELOPMENT	F.B. NO/PG: <u>246/17</u>
HORIZON DRIVE, STE. 101A	
OMAHA, NE 68133	SHEET NO: <u>1 OF 1</u>

EXHIBIT B
LAND USE MAP

This plan is prepared for reference only. Area has been planned by the Town of Stoughton for Commercial Development and planned by the City for Mixed Use Development.

REGIONAL WASTEWATER MANAGEMENT INFILTRATION DETENTION

NEIGHBORHOOD AMENITY FEATURES

NEIGHBORHOOD PARK

Oak Operating Drive

EDUCATION WETLAND WASHO

State Highway 138

Detailed Neighborhood Planning Area

Pleasant View Road

Jackson Street

US Highway 51

Milwaukee Street

City Boundary January 2012

Legend

Planned Land Use

- Single Family Residential
- Moderate Density Residential
- High Density Residential
- Community Oriented Commercial
- Neighborhood Scale Retail Services and Mixed Use
- Employment Focused (Services, Offices, R & D, High Tech Production)
- Potential Civic Uses (otherwise residential)
- Transportation, Communication, and Utilities
- Neighborhood Parks
- Storm Water Management (Detention & Infiltration)
- Off-street Bike and Walking Path
- Commercial Access Drive from State and US Hwy

51 x 138 Westside Detailed Neighborhood Plan Stoughton, Wisconsin

Map 2 Planned Land Use

JSD Professional Services, Inc.
Engineers • Surveyors • Planners

09-5091
6 December 2011
9 January 2012
31 January 2012

0 250 500 750 Feet

EXHIBIT C
DESCRIPTION OF PHASING PLAN



KETTLE
PARK
WEST



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

EXHIBIT C

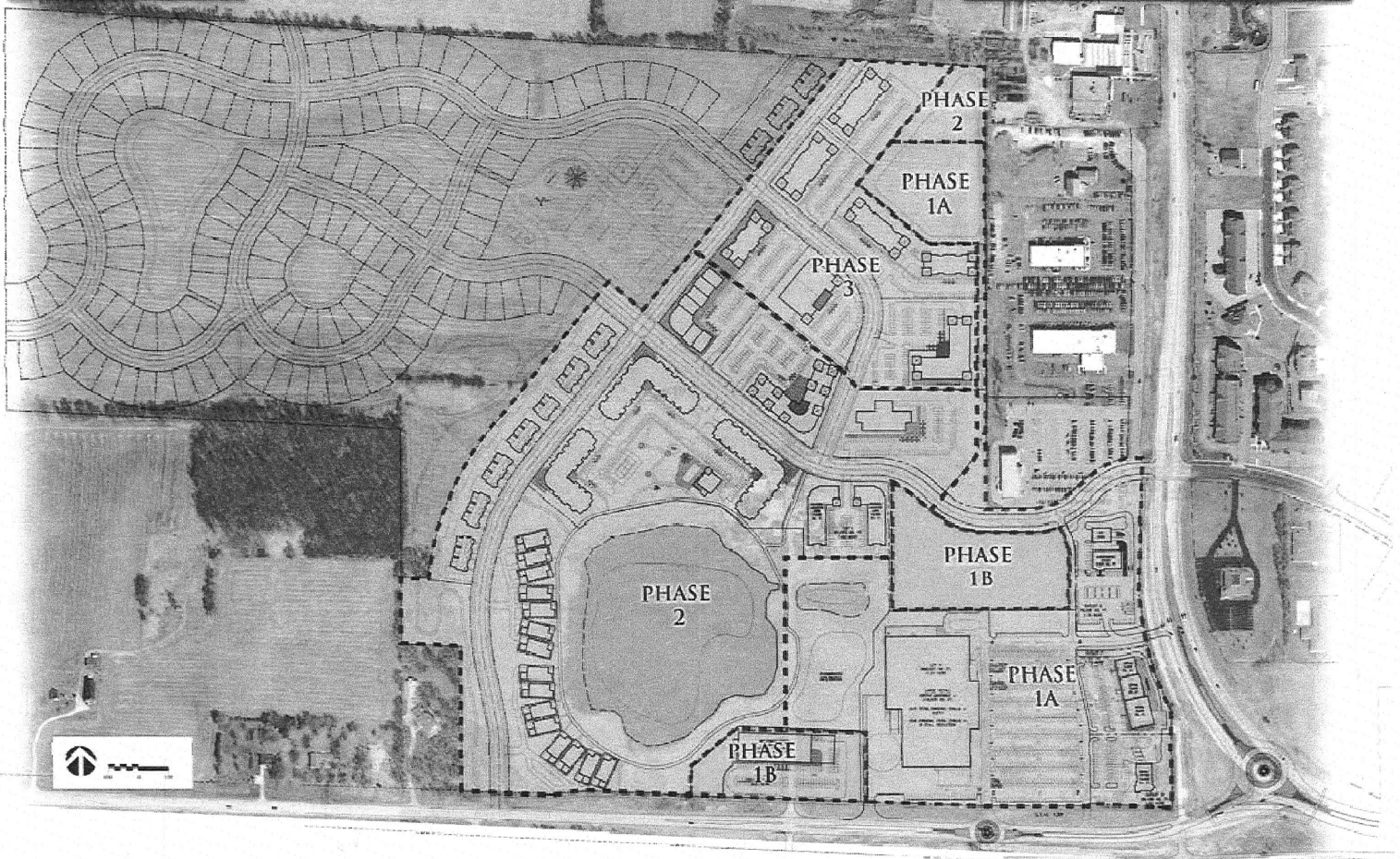


EXHIBIT D
PROJECT COSTS

Exhibit D

Kettle Park West - Public Improvement Cost Detail

Revised: October 10, 2012

Description	Phase IA Costs	Phase 1B Costs	Phase II Costs	Future Costs
Professional Services				
Planning	\$ 175,000.00	\$ -	\$ 75,000.00	\$ -
Engineering	\$ 548,390.00	\$ -	\$ 323,910.00	\$ 440,000.00
Engineering - Detention Pond	\$ 102,700.00	\$ 25,000.00	\$ -	\$ -
Surveying	\$ 152,600.00	\$ -	\$ 65,475.00	\$ 75,000.00
Surveying - Detention Pond	\$ 21,925.00	\$ 10,000.00	\$ -	\$ -
Geotechnical	\$ 30,500.00	\$ -	\$ 13,115.00	\$ -
Geotechnical - Detention Pond	\$ 6,385.00	\$ -	\$ -	\$ -
Archaeological	\$ 10,000.00	\$ -	\$ -	\$ -
Environmental	\$ 20,000.00	\$ -	\$ -	\$ -
Wetlands	\$ 25,000.00	\$ -	\$ -	\$ -
Accounting Fees	\$ 35,000.00	\$ -	\$ -	\$ -
Total Professional Services	\$ 1,127,500.00	\$ 35,000.00	\$ 477,500.00	\$ 515,000.00
On Site Costs				
A - General/Misc				
Demolition	\$ 40,000.00	\$ 60,000.00	\$ -	\$ -
Environmental Clean-up	\$ 5,000.00	\$ 20,000.00	\$ -	\$ -
Traffic Control	\$ 5,000.00	\$ -	\$ -	\$ -
Subtotal General/Misc	\$ 50,000.00	\$ 80,000.00	\$ -	\$ -
B - Stormwater Management				
Infiltration Basin	\$ 500,000.00	\$ -	\$ -	\$ -
Water Quality Basin	\$ 350,000.00	\$ -	\$ -	\$ -
Pump Station	\$ 150,000.00	\$ -	\$ -	\$ -
Pressure Pipe	\$ 100,000.00	\$ -	\$ -	\$ -
Subtotal Stormwater Management	\$ 1,100,000.00	\$ -	\$ -	\$ -
C - Site Utilities				
Sanitary Sewer (1100' @ \$87/ft)	\$ 95,965.76	\$ -	\$ -	\$ -
Storm Sewer (2125' @ \$85/ft)	\$ 179,935.80	\$ -	\$ -	\$ -
Water Main (1100' @ \$109/ft)	\$ 119,957.20	\$ -	\$ -	\$ -
Electric	\$ 17,949.80	\$ -	\$ -	\$ -
Gas	\$ 23,991.44	\$ -	\$ -	\$ -
Subtotal Site Utilities	\$ 437,800.00	\$ -	\$ -	\$ -
D - Jackson Street Extension Improvements (580 feet)				
Street Construction (\$258/ft)	\$ -	\$ -	\$ -	\$ 149,750.00
Utilities (\$398/ft)	\$ -	\$ -	\$ -	\$ 230,940.00
E - Oak Opening Drive Improvements (1725 feet)				
Street Construction (188/ft)	\$ -	\$ -	\$ 323,438.00	\$ -
Utilities (\$398/ft)	\$ -	\$ -	\$ 686,550.00	\$ -
F - Jackson Street Improvements (1180 feet)				
Street Construction (\$167/ft)	\$ -	\$ -	\$ 196,640.00	\$ -
Utilities (\$516/ft)	\$ -	\$ -	\$ 609,000.00	\$ -
G - Hults Road (Frontage Road) (1475 feet)				
Street Construction (\$188/ft)	\$ -	\$ -	\$ -	\$ 276,560.00
Utilities (\$398/ft)	\$ -	\$ -	\$ -	\$ 587,050.00
Subtotal Street Improvements	\$ -	\$ -	\$ 1,815,628.00	\$ 1,244,300.00
Total On Site Costs	\$ 1,587,800.00	\$ 80,000.00	\$ 1,815,628.00	\$ 1,244,300.00

Off Site Costs	Phase IA Costs	Phase 1B Costs	Phase II Costs	Future Costs
<u>Purchase Access Rights</u>				
USH 51 - 3/4 Access	\$ 100,000.00	\$ -	\$ -	\$ -
<u>H - Relocate Overhead Utilities</u>				
Private Utility Relocation (Gas & Electric)	\$ 800,000.00	\$ -	\$ -	\$ -
Traffic Control	\$ 20,000.00	\$ -	\$ -	\$ -
Subtotal General/Misc	\$ 820,000.00	\$ -	\$ -	\$ -
<u>I - Stormwater Management - Jackson Street</u>				
Pump Station	\$ 43,575.00	\$ -	\$ 31,425.00	\$ -
Pressure Pipe (2300 FEET)	\$ 43,575.00	\$ -	\$ 31,425.00	\$ -
Overflow Gravity Pipe	\$ 43,575.00	\$ -	\$ 31,425.00	\$ -
Subtotal Stormwater Management	\$ 130,725.00	\$ -	\$ 94,275.00	\$ -
<u>J - Kettle Restoration</u>				
Grading and Landscaping	\$ -	\$ -	\$ -	\$ 174,300.00
Subtotal Kettle Restoration	\$ -	\$ -	\$ -	\$ 174,300.00
<u>K - USH 51 Improvements (1200 feet @ \$1160/ft)</u>				
Street Reconstruction	\$ 240,000.00	\$ -	\$ -	\$ -
50% of USH 51 and STH 138 Roundabout	\$ 750,000.00	\$ -	\$ -	\$ -
Intersection C and Signals				\$ 400,000.00
<u>L - STH 138 Improvements (2100 feet @ \$1075/ft)</u>				
Street Reconstruction	\$ 408,750.00	\$ -	\$ -	\$ -
Intersections - Refer to Exhibit 6-2 Traffic Geometrics				
Intersection A	\$ 200,000.00	\$ -	\$ -	\$ -
Intersection B	\$ 750,000.00	\$ -	\$ -	\$ -
Intersection D	\$ 100,000.00	\$ -	\$ -	\$ -
Delivery Driveway	\$ 50,000.00	\$ -	\$ -	\$ -
50% of USH 51 and STH 138 Roundabout	\$ 750,000.00	\$ -	\$ -	\$ -
<u>M - STH 138 Improvements (700 feet @ \$1266/ft)</u>				
Street Reconstruction	\$ -	\$ -	\$ 136,250.00	\$ -
Intersection E	\$ -	\$ -	\$ 750,000.00	\$ -
Subtotal Street Improvements	\$ 3,248,750.00	\$ -	\$ 886,250.00	\$ 400,000.00
Total Off Site Costs	\$ 4,199,475.00	\$ -	\$ 980,525.00	\$ 574,300.00

Grand Total Public Improvement Costs	\$ 6,914,775.00	\$ 115,000.00	\$ 3,273,853.00	\$ 2,333,600.00
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