

RESOLUTION OF THE COMMON COUNCIL

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

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

Fiscal Impact: N/A

File Number:

Date Introduced:

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

RECITALS

- A. A preliminary plat entitled “Preliminary Plat of Kettle Park West” ~~with revision date April 4, 2016~~ (the “Plat”) was submitted by Forward Development Group (the “Developer”) to the City of Stoughton (the “City”) on January 14, 2016 and was subsequently revised by the Developer based on feedback from the City. The latest version of the Plat, with revision date April , 2016, was received by the City on April , April 5, 2016 for review and action, and the statutory review period will expire on July 4, 2016.
- B. The Plat was referred to the Plan Commission for review and recommendation to the City Council.
- C. The Plan Commission has reviewed the Plat ~~for consistency, and determined that the Plat will only be consistent~~ with the City of Stoughton ordinances, Chapter 236 of Wisconsin Statutes, and the City of Stoughton Comprehensive Plan ~~and has if all of the conditions set forth below are satisfied. The Plan Commission~~ recommended approving the Plat subject to ~~certain~~the conditions as communicated to the Common Council set forth below.
- D. The double frontage of Outlots 4 and 3 are found to be necessary to overcome disadvantages of topography and orientation, pursuant to Section 66.714 of the Stoughton Municipal Code.
- E. Those portions of Wild Senna Trail that fall outside the block-length requirements specified in Section 66.713 of the Stoughton Municipal Code are found acceptable due to limiting factors of good design, pursuant to Section 66.713(b).
- F. The Common Council has reviewed the Plat, and the Plan Commission’s recommendation, and has determined that the Plat will only be consistent agrees with the City of Stoughton ordinance, Chapter 236 of Wisconsin Statutes, and the City of

Stoughton Comprehensive Plan if all of the conditions set forth below are satisfied~~Plan~~
~~Commission recommendations.~~

RESOLUTION

The Common Council of the City of Stoughton hereby approves the Preliminary Plat of Kettle Park West (revision date April, ~~March 3~~, 2016) subject to the following conditions:

1. A development agreement providing for the phased construction of all on-site and off-site public improvements needed to serve the Plat, and meeting the requirements of Section 66-903 of the City of Stoughton Code of Ordinances, must be approved and executed by the City and Developer (the “Development Agreement”) before the City will sign one or more final plats implementing the approved preliminary plat ~~Final Plat~~.
2. The City must adopt an ordinance changing the zoning classification of the lots within the Plat as follows:
 - A. Lots 1-12 and 30-57 must be zoned SR-5 Single-Family Residential 5;
 - B. Lots 13 and 22-29 must be zoned MR-10 – Multi-Family Residential 10;
 - C. Lots 17-20 must be zoned MR-24 – Multi-Family Residential 24;
 - D. Outlots 1-5 and Lot 16 must be zoned I – Institutional;
 - E. Lots 14-15 must be zoned PB – Planned Business.;
 - F. Lot 21 is zoned to SR-6 – Single Family Residential;
3. An agreement that provides access to and connectivity between the proposed “Oak Opening Drive” within the Plat, and Oak Opening Drive and Deer Point Drive within the Town of Rutland continuing to U.S.H. 51, must be approved and executed by the City and the Town of Rutland. The agreement must provide for the improvement of Oak Opening Drive and Deer Point Drive within the Town of Rutland in a manner that is acceptable to the Town of Rutland and the City. The agreement must also contain assurances acceptable to the City that the Town will not act unilaterally in a manner that would prevent Oak Opening Drive and Deer Point Drive from serving as a means of entering and exiting the lands within the Plat, except when necessary for emergency or maintenance purposes. The City shall have no obligation to negotiate or enter such an agreement, except in the manner and on such terms as the City, in its sole discretion, deems appropriate. Improvements within the Town of Rutland shall provide bike/pedestrian accommodations and traffic signals (whether temporary or permanent) at the Roby Road/Deer Point Drive and USH 51 intersection.
4. All unpaid special assessments levied against any lands within the Plat must be paid before the City will sign a Final Plat.

5. Before the City will sign a Final Plat, Developer must provide written confirmation from the Capital Area Regional Planning Commission (“CARPC”) that the Plat and the proposed development of the lands within the Plat are consistent with and meet all of the conditions and recommendations adopted by CARPC or the Department of Natural Resources in connection with the addition of the lands within the Plat to the City of Stoughton Urban Service Area.
6. Before the City will sign a Final Plat, Developer must provide evidence that the Plat has been submitted to all necessary objecting and approving authorities, that all objections have been addressed, and that all necessary approvals have been given.
7. Parkland shall be dedicated on the final plat, or fees in lieu of parkland dedication shall be paid before the City will sign the final plat, in such manner as is determined by the City in accordance with applicable City ordinances.
8. The final plat shall include a notation informing prospective purchasers of the obligation to pay park improvement fees to the City at the time a building permit is issued.

9. The Development Agreement will contain the following requirements

A. The Development Agreement will make reference to four subareas within the Plat (“Area A”, “Area B”, “Area C”, and “Area D”), corresponding with the areas depicted on Exhibit A attached to this resolution. The Development Agreement shall anticipate that a separate final plat for each area will be submitted for the City’s approval, though it will be possible for the Developer to combine several areas into a single final plat, provided all conditions for such areas have been satisfied.

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

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

(2) Area B. No building permits for construction within Area B will be available until (i) all work required for Area A has been completed and (ii) Jackson Street has been extended north to its intersection with Oak Opening Drive, Oak Opening Drive has been installed from its intersection with Jackson Street north to the edge of the Plat, and the entire length of Glacial Butter Cup Court has been installed, with such roadwork including the installation of all associated utilities, sidewalks, street lighting, etc.

(3) Area C. No building permits for construction within Area C will be available until (i) all work required for Area A and Area B has been completed; (ii) the portion of Wild Senna Trail and Oak Opening Drive within Area C has been installed, with such roadwork including the installation of all associated utilities, sidewalks, street lighting, etc.; and (iii) the improvements required under Section 3 above (i.e. roadway improvements within the Town of Rutland, including bike/pedestrian accommodations and traffic signals at the Roby Road/Deer Point Drive and USH 51 intersection) have been installed.

(4) Area D. No building permits for construction within Area D will be available until (i) all work required for Area A, Area B and Area C has been completed; (ii) the portion of Oak Opening Drive within Area D has been installed, with such roadwork including the installation of all associated utilities, sidewalks, street lighting, etc.; and (iii) the connection of Oak Opening Drive to Highway 138 has been resolved to the City's satisfaction.

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

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

E. Outlot 5, which is located within Area C on the attached Exhibit A and Outlot 4, which is located within Area D, are intended to be dedicated to the public for park purposes on the final plats that will implement the preliminary plat. If the Developer wishes to record a final plat for land within Area A or Area B prior to the dedication of Outlots 4 and 5, the Developer will be required to provide the City a cash escrow, at the time of building permit issuance for any residential use, in an amount equal to the City's standard fee-in-lieu of parkland dedication, as surety for the Developer's obligation to dedicate Outlots 4 and 5. If a final plat dedicating Outlots 4 and 5 has not been recorded within three (3) years of the date the cash escrow was deposited with the City, the escrow shall be released to the City.

~~11.F.~~ Plans and specifications for the construction of all public improvements needed to serve the Plat shall be approved by the City before the City will sign a Final Plat. Among other things, construction plans must show street tree locations, sizes and species and incorporate traffic calming features on Oak Opening Drive.

~~12.G.~~ Erosion controls and stormwater management plans must be approved by the City before the City will sign a Final Plat. Stormwater management will be evaluated as part of the construction plan review for each applicable phase of development.

~~13.H.~~ All easements the City or Stoughton Utilities identify as necessary during the course of reviewing the Plat or the construction plans and specifications must be dedicated on the Final Plat for each applicable phase of development.

~~14.10.~~ Proposed street names must be investigated for conflicts within the City of Stoughton School and Fire Districts, and are subject to approval by the City Council.

~~15. Changes to the Preliminary Plat notes are to be changed on the final plat as follows: Note #3 is to indicate both Outlot 4 and Outlot 5 are to be dedicated as Park; Note #4 should be deleted; Note #5 should include Outlot #1~~

~~16. The Final Plat is to incorporate the following changes: a) remove four lots (25, 26, 27, 28) on the west side of Oak Opening Drive; b) modify the lot at the southwest corner of Oak Opening Drive and Buttercup Court (Lot 29) by repositioning it to face and access Buttercup Court for a single family use; c) create two additional single family parcels on the southeast corner of Wild Sienna Trail and Buttercup Court between Lot 39 and Lot 40; d) create an additional parcel intended for a duplex in southwest corner of Oak Opening Drive & Wild Sienna Trail by modifying the lot configuration of Lot 22, Lot 23 and Lot 24.~~

Council Action: ☐ Adopted ☐ Failed Vote _____

Mayoral Action: ☐ Accept ☐ Veto

Donna Olson, Mayor Date

Council Action: _____ ☐ Override Vote _____

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