



City of Verona

111 Lincoln Street
Verona, WI 53593-1520

www.ci.verona.wi.us

COMMON COUNCIL

MONDAY, FEBRUARY 10, 2020
7:00 P.M. VERONA CITY CENTER
COUNCIL CHAMBERS

1. Call to order
2. Pledge of Allegiance
3. Roll Call
4. Public Comment
5. Approval of Minutes from the January 13, 2020 Common Council Meeting
6. Mayor's Business
7. Announcements
8. Administrator's Report
9. Engineer's Report
10. Committee Reports
 - A. **Finance Committee**
 - (1) Discussion and Possible Action Re: Payment of bills
 - B. **Plan Commission**
 - (1) Discussion and Possible Action Re: Resolution No. R-20-003 approving a Conditional Use Permit amendment to the Epic Systems Corporation Group Development to allow for the construction of a workshop building located at 1979 Milky Way
 - (2) Discussion and Possible Action Re: Resolution No. R-20-004 approving a Certified Survey Map for 142 Paoli Street
 - (3) Discussion and Possible Action Re: Ordinance No. 20-956 annexing 0.224 acres of land at 515 West Verona Avenue
 - (4) Discussion and Possible Action Re: Ordinance No. 20-957 rezoning lands at 515 West Verona Avenue
 - (5) Discussion and Possible Action Re: Resolution No. R-20-005 approving a final plat for the Woods at Cathedral Point to create 158 lots and 7 outlots
 - (6) Discussion and Possible Action Re: Resolution No. R-20-006 approving a General Development Plan (GDP) that would allow for the construction of 101 street accessed single-family homes, eighteen (18) twin homes, thirty-eight (38) alley accessed single-family homes, and 100 multi-family units for the Woods at Cathedral Point
 - (7) Discussion and Possible Action Re: Ordinance No. 20-958 rezoning lands to Urban Residential (UR), Mixed Residential (MR), Neighborhood Residential (NR), and Public Institutional (PI) located in the Woods at Cathedral Point
11. New Business
 - A. Discussion and Possible Action Re: Resolution No. R-20-007 approving a TIF development agreement and a public improvements development agreement with Sugar Creek Commons LLC for construction of a mixed-use development containing a hotel, conference center, and mixed-use buildings located at 509 West Verona Avenue in Tax Incremental District No. 9.

The Common Council may convene in closed session as authorized by Section 19.85(1)(e) of the Wisconsin Statutes for the purpose of deliberating or negotiating the investing of public funds or conducting other specified public business whenever competitive or bargaining reasons require a closed session. The Common Council may reconvene in open session and take action on the closed session item.

- B. Discussion and Possible Action Re: Development review agreement between the City of Verona and Morningside Boulevard, LLC
- C. Discussion and Possible Action Re: Approval of operator licenses.

12. Adjournment

Luke Diaz, Mayor

POSTED: Miller's Market
Verona City Hall
Verona Public Library
City Website @ www.ci.verona.wi.us

IF YOU NEED AN INTERPRETER, MATERIALS IN ALTERNATIVE FORMATS, OR OTHER ACCOMODATION TO ACCESS THE MEETING, PLEASE CONTACT THE CITY CLERK AT 845-6495 AT LEAST 48 HOURS PRECEDING THE MEETING. EVERY REASONABLE EFFORT WILL BE MADE TO ACCOMMODATE YOUR REQUEST.

CITY OF VERONA
MINUTES
COMMON COUNCIL
January 27, 2020
Verona City Hall

1. Mayor Diaz called the meeting to order at 7:00 p.m.
2. Pledge of Allegiance
3. Roll call: Alderpersons Kate Cronin, Sarah Gaskell, Charlotte Jerney, Chad Kemp, Katie Kohl, Christine Posey, Heather Reekie and Evan Touchett were present. Also present: City Administrator Adam Sayre, Police Chief Bernie Coughlin, and City Clerk Ellen Clark.
4. Public Comment: None
5. Approval of the minutes from the January 13, 2020 Common Council meeting. Motion by Touchett, seconded by Reekie, to approve the minutes of the January 13, 2020 Common Council meeting. Motion carried 8-0.
6. Mayor's Business: None
7. Announcements: None
8. Administrator's Report:
 - Upcoming public hearings include Epic Systems workshop, The Woods at Cathedral Point GDP and rezoning, and Holiday Inn Express & Suites rezoning.
 - City Staff will be hosting a blood drive on February 21st at City Hall. This event is open to the public. Details have yet to be finalized.
 - Presentations by the two finalists for the Fire Chief Position will take place on Tuesday, February 4th at 6 p.m.
 - Two candidates for the Director of Planning and Development position were interviewed on January 22nd. The goal is to have a new Director in place by the end of February or early March.
9. Engineer's Report: None
10. Committee Reports
 - A. Finance Committee**
 - (1) Discussion and Possible Action Re: Payment of bills. Motion by Kemp, seconded by Cronin, to pay the bills in the amount of \$1,067,846.74. Motion carried 8-0.
 - B. Public Safety and Welfare Committee**
 - (1) Discussion and Possible Action Re: Ordinance No. 20-955 amending Section 27 of Chapter 1 of Title 10, Motor Vehicles and Traffic for the Code of Ordinances of the City of Verona. Motion by Reekie, seconded by Touchett, to approve Ordinance No. 20-955 amending Section 27 of Chapter 1 of Title 10, Motor Vehicles and Traffic for the Code of Ordinances of the City of Verona. The parking restrictions along Westridge Parkway just north of W. Verona Avenue are due to the transportation improvements currently under construction for the new high school campus. The restricted areas identified in this ordinance are to protect the future bike lane and travel lane assignments, which will be epoxy painted

pavement markings on Westridge Parkway at the intersection of W. Verona Avenue. Motion carried 8-0.

11. New Business: None

12. Adjournment:

Motion by Touchett, seconded by Kemp, to adjourn at 7:07 p.m. Motion carried 8-0.

Ellen Clark
City Clerk

Administrator Report for February 10, 2020

Upcoming Meetings/Events

- Census Complete Count Committee – February 12th
- Personnel Committee – February 14th
- Tourism Commission – February 18th
- Spring Primary Election – February 18th
- Public Hearings:
 - 103 North Franklin Street – Zoning map amendment and conditional use permit for an indoor sales or service land use.
 - Epic Systems Corporation – Zoning map amendment

Wellness Update

City Staff will be hosting a blood drive on February 21st at City Hall from 10:30 am to 3:00 pm. The event is open to the public and City employees are encouraged to participate.

Sugar Creek School RFP

The Sugar Creek School RFP was posted to the City's website on January 6th. Proposals are due to the City by March 30th. City and VASD Staff will be hosting a tour of the property for persons interested in submitting a proposal on February 21st at 10:00 am at Sugar Creek Elementary School. A link to the RFP is below:

<https://www.ci.verona.wi.us/697/Sugar-Creek-Elementary-School-Site>

Fire Chief Recruitment

The PFC interviewed two (2) Fire Chief finalists on February 4th. No final decisions have been made. Staff will provide updates to the Council as they become available.

Planning Director Recruitment

The Personnel Committee interviewed two (2) Planning Director candidates on January 22nd. Unfortunately, the recruitment did not result in the hiring of a new Director. The plan for 2020 is to continue to utilize existing Staff, and if needed utilize a private consultant as projects/needs arise. Tentatively, Staff plans to repost the position at the end of 2020.

Employee Work Anniversaries

The following employees have February work anniversaries:

- Mark Cullen – Reference Librarian – 4 years
- Marissa Gehrke – Community Engagement Librarian – 3 years
- Kevin Hendrickson – Firefighter – 7 years
- Adam Sayre – City Administrator – 7 years
- Eric Schultz – Assistant Public Works Director – 2 years
- Casey Dudley – Director of Recreation – 19 years

Engineer Report for February 10, 2020

Construction Projects:

Well 6 Pumping Station Construction

The exterior walls are complete and the roof is on. Work is progressing on the interior walls and projected to be finished by February 14th. Interior plumbing and electrical will follow the completion of the interior walls.

Verona Area High School Construction – Traffic Improvements

Traffic will continue in the same location: W. Verona Ave open to 2 lanes in each direction, and West End Circle in its Winter Stage. Underground electrical/signal items will be placed along W. Verona Ave and West End Circle in prep for signal installation later this winter/spring. Along Stewart Woods Road and Wildcat Way there will be periodic grading activities through the winter and water main and storm sewer installations along these roads will begin the week of February 17th. Structure work along Military Ridge State Trail/Wildcat Way pedestrian culvert and new Stewart Woods Road bridge are continuing to progress. The Military Ridge State Trail/Wildcat Way pedestrian box culvert concrete pours will wrap up in the next couple of weeks and then the structure will be backfilled, and the trail placed back. The Stewart Woods Road bridge will continue into spring. The Military Ridge State Trail re-route around the culvert work area will remain open throughout Military Ridge State Trail/Wildcat Way pedestrian culvert work and trail restoration.

CTH M Construction

Punch list items have been prepared and provided to the contractor prior to winter shutdown. Final punch list items will be addressed in spring of 2020.

CTH PD Construction - Woods Road to CTH M

Utility installation is scheduled to continue throughout the winter season as weather allows. Roadwork will resume in the early spring.

Liberty Park Phase 4 Construction

Utility work has been put on hold for the remainder of the winter. The water & sewer mains to the ACS building site are installed and tested. The box culvert is in place. The remaining work consists of storm sewer pipe and the construction of the streets.

Fireman's Park Construction

The clay liner for the wet pond area has been completed and the new discharge control structure is in place. Site restoration will be on hold until spring when the ruts will be graded out and the slopes will be seeded,

2020 Asphalt Rehabilitation Project

The project will consist of replacing the asphaltic surface on Northern Lights Road between Epic Staff Park A and Epic Staff Park B. The project is out for bid and bids will be opened on February 18th, 2020.

2020 Chip Seal Project

The project consists of chip sealing streets in the Westridge Estates, Thompson Heights, and Cross Country Heights Subdivisions. The project is out for bid and bids will be opened on February 18th, 2020.

Major Design Projects:

East Side Interceptor Design

Design study report is being finalized. Preliminary plan and profile sheets of the proposed interceptor have been provided to City staff for review. Coordination will begin within the next two months with properties along the corridor.

Lincoln Street Stormwater Facility Design

Brown and Caldwell are coordination with the permitting agencies on revised layouts and will begin to formalize the permit applications

MEMORANDUM

To: Mayor and Council Members

From: Adam Sayre, City Administrator

Date: February 7, 2020

Re: Administrator's Memo – February 10, 2020 Common Council Meeting

Listed below is an explanation of items on the February 10, 2020 Common Council agenda:

PLAN COMMISSION

1. Discussion and Possible Action Re: Resolution No. R-20-003 approving a Conditional Use Permit amendment to the Epic Systems Corporation Group Development to allow for the construction of a workshop building located at 1979 Milky Way.

The proposed conditional use permit would allow for the construction of a workshop building at 1979 Milky Way. This building will be used for woodwork and paint work. The Plan Commission held the required public hearing on February 3, 2020 and voted 7-0 to recommend for the approval.

2. Discussion and Possible Action Re: Resolution No. R-20-004 approving a Certified Survey Map for 142 Paoli Street.

The proposed certified survey map (CSM) would dedicate right-of-way located at 142 Paoli Street. The Plan Commission discussed the CSM on February 3, 2020 and voted 7-0 to recommend for the approval of the CSM.

3. Discussion and Possible Action Re: Ordinance No. 20-956 annexing 0.224 acres of land at 515 West Verona Avenue.

The proposed annexation would annex 0.224-acres of land from the Town of Verona to the City of Verona for 515 West Verona Avenue. The Plan Commission questioned the amount of money that would be paid to the Town of Verona and what would happen if the City did not annex this amount of land. The Plan Commission discussed the annexation on February 3, 2020 and voted 6-0 with one abstaining to recommend for the approval to annex 0.224 acres of land to the City of Verona.

4. Discussion and Possible Action Re: Ordinance No. 20-957 rezoning lands at 515 West Verona Avenue.

The proposed zoning map amendment would rezone 0.224-acres of land from Rural Agriculture to Urban Commercial. The Plan Commission held the required public hearing on February 3, 2020 and voted 6-0 with one abstaining to recommend for the approval of the zoning map amendment.

5. Discussion and Possible Action Re: Resolution No. R-20-005 approving a final plat for the Woods at Cathedral Point to create 158 lots and 7 outlots.

The proposed final plat would create 158 lots and 7 outlots for the Woods at Cathedral Point located at the southeast corner of County Highway M and Range Trail. The Plan Commission discussed the final plat on February 3, 2020. Comments from the Plan Commission included parking for guests to the alley style homes, a request for three (3) bedroom homes priced for first time home buyers, housing prices, housing variety, a better mix throughout the development of types of housing not clustered in sections, praise for

modifying lot 83 location to improve access to parkland, questions regarding property along the Ice Age National Scenic Trail and communication between the two parties, location of sidewalks and trails, concern with the parkland trail and property owners believing it is their backyard, and cluster mailboxes. The Plan Commission voted 4-3 to recommend for the approval of the final plat with the following conditions:

- a. The final plat shall be modified to have private alleys labeled as fire lanes.
- b. The final plat shall become effective upon annexation of the property.
- c. The final plat shall become effective upon the execution of a development agreement.

6. Discussion and Possible Action Re: Resolution No. R-20-006 approving a General Development Plan (GDP) that would allow for the construction of 101 street accessed single-family homes, eighteen (18) twin homes, thirty-eight (38) alley accessed single-family homes, and 100 multi-family units for the Woods at Cathedral Point.

The proposed GDP would allow for the construction of the above stated types of homes and units. The Plan Commission held the required public hearing on February 3, 2020 and voted 4-3 to recommend for the approval of the GDP with the following conditions:

- a. The GDP shall become effective upon the execution of a development agreement.
- b. The GDP shall become effective upon annexation of the property.

7. Discussion and Possible Action Re: Ordinance No. 20-958 rezoning lands to Urban Residential (UR), Mixed Residential (MR), Neighborhood Residential (NR), and Public Institutional (PI) located in the Woods at Cathedral Point.

The proposed zoning map amendment would rezone Lot 35 to UR, Lots 31 – 34 and Lots 46 – 59 to MR, the remaining lots to NR, and outlots 1, 2, 3, 4, and 6 to PI. The Plan Commission held the required public hearing on February 3, 2020 and voted 5-2 to recommend for the approval with the following conditions:

- a. The zoning map amendment shall become effective upon the execution of a development agreement.
- b. The zoning map amendment shall become effective upon annexation of the property.
- c. For the property zoned UR, the property owner shall install and maintain a multi-family notification sign as outlined in the City's Residential Development Policy.

NEW BUSINESS

A. Discussion and Possible Action Re: Resolution No. R-20-xxx approving a TIF development agreement and public improvements development agreement with Sugar Creek Commons LLC located at 509 West Verona Avenue in Tax Incremental District No. 9.

The City has approved plans for the Sugar Creek Commons development to construct a 120-room hotel with a conference center, and mixed-use buildings containing 143 apartment units and 26,000 square feet of commercial space. The developer anticipates starting construction of the project in the Spring of 2020. To help pay costs associated with remediating the contamination on the Property and to install public infrastructure improvements to serve the Property, Sugar Creek Commons LLC is seeking payments in the amount of \$3.2 million. Staff and the City Attorney have negotiated terms for a development agreement for the project. Under the terms of the agreement, the City would provide up to \$3.2 million to Sugar Creek Commons LLC to pay costs associated with

remediating the contamination on the Property and to install public infrastructure improvements to serve the Property. As part of the agreement, the City agrees to pay annually 90% of the available tax increment generated from the Property to Sugar Creek Commons LLC after the City receives \$5,000 for administrative costs. Only available tax increment generated from the Property would be used to pay Sugar Creek Commons LLC. As part of the Agreement, Sugar Creek Commons LLC will remediate the contamination on the Property and install public infrastructure improvements. Staff recommends approval of the agreements with the condition the agreements are subject to reviews by the City Administrator and City Attorney.

B. Discussion and Possible Action Re: Development review agreement between the City of Verona and Morningside Boulevard, LLC.

The City continues to work with Forward Development Group on the development of the Whispering Coves Subdivision. As part of that development, Morningside Boulevard will be constructed by Morningside Boulevard LLC which will require review and approvals by the City. The draft agreement requires a deposit and reimbursement for City review costs from Morningside Boulevard LLC. The City will draw upon the reimbursement account for costs associated with the development including 3rd party legal and engineering fees. Staff recommends approval of the agreement.

RESOLUTION R-20-003

**A RESOLUTION TO APPROVE AN AMENDMENT TO A
CONDITIONAL USE PERMIT TO ALLOW A
GROUP DEVELOPMENT AT 1979 MILKY WAY**

WHEREAS, the proposed amendment to a Conditional Use Permit will allow for the construction of a workshop building; and

WHEREAS, the amended conditional use will not be detrimental to the public, health, safety, and morals of the community; will not have a negative impact on the neighborhood property values, environment, of traffic; will not impede the orderly development of other properties within the vicinity; and

WHEREAS, the amended conditional use will not interfere with current traffic patterns, will not violate the requirements of the Verona Zoning Ordinance and will not violate Verona's flood plain requirements; and

WHEREAS, the Plan Commission held a public hearing on the proposed amendment to the Conditional Use Permit on February 3, 2020 and voted to recommend approval; and

NOW, THEREFORE, BE IT RESOLVED that the City of Verona Common Council approves the amended Conditional Use Permit to allow a Group Development at 1979 Milky Way.

Passed, signed and dated this 10th day of February, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

Planning Report

City of Verona

Plan Commission 2-3-2020

Epic – Workshop

Site Plan and Conditional Use Permit

Summary: The Applicant is requesting a site plan review to construct an approximately 17,000 square foot workshop near the Contractor Annex building on Epic's campus. The proposed building will be used for woodwork and paint work, which requires a conditional use permit amendment for a group development and site plan approval.

Property Location: 1979 Milky Way

Property Owner: Epic Systems Corporation
1979 Milky Way
Verona, WI 53593

Applicant: Same

Existing Zoning: Suburban Industrial (SI)
Existing Land Use: Vacant land
Proposed Land Use: Workshop

Figure 1 – Location Map



Background:

Epic is requesting an initial review to locate an on-site Workshop that will be used for woodwork and paint work. The building is intended to include office space, paint shop, art studio and woodworking shop.

Below is a summary of Epic’s building construction in the vicinity of this proposal:

- **June 2014** – Contractor Annex – City grants Epic a CUP, group development, to construct a contractor annex building of approximately 36,300 square feet west of the existing Campus and east of the existing solar field.
- **May 2018** – Vehicle Fleet Maintenance Workshop – City grants Epic a CUP, group development, to construct a vehicle fleet maintenance workshop of 11,550 square feet.

The proposed building requires an amendment to Epic’s CUP and site plan approval.

Planning Review:

Bulk Requirements:

The proposed Workshop will conform to all Zoning requirements for the Suburban Industrial (SI) Zoning District. The height of the Workshop will be twenty-nine (29) feet tall, which is under the maximum height requirement of forty-five (45) feet. Staff has no concerns with the proposed location as it is not easily visible from any roadways.

Access:

Access to the site will continue to be from the existing access drive that connects to the Contractor Annex building and the existing parking lot. A second access point connects to the existing gravel road to the southwest that will be used infrequently for delivering large bulk materials and garbage collection. Staff has no concerns with access. Sufficient parking is located nearby for the contractor annex building and staff has no concerns with parking for the building.

Landscaping and Lighting:

The proposed building will be screened by planting two (2) different types of maple trees and three (3) different types of oak trees. The landscaping plan exceeds the minimum requirements for the City. Further, Epic has a long history of exceeding the minimum landscaping point requirements for the City.

A lighting plan was submitted as part of the Application. All lighting is within the acceptable range for the Property. The lighting does not affect the neighboring properties as it is 0 footcandles at the property lines, while the zoning ordinance allows 0.4 footcandles at the property lines. Staff has no concerns with the lighting.

Drainage/Stormwater:

New impervious surface is added as part of this proposal as well as other buildings since 2014. As part of the project, the Applicant has prepared a detailed stormwater

Epic – Workshop
Site Plan and Conditional Use Permit

management plan. The Applicant is proposing to modify the existing detention pond to handle the increase stormwater runoff. Staff has no concern at this time.

Architecture:

The proposed Workshop is a similar design and color to the existing Contractor Annex building and the Vehicle Fleet Maintenance Workshop nearby as depicted in Figure 2. The building will consist of a premanufactured red metal building with solar panels to match the other structures in the area as depicted in Figure 3. The building contains windows to allow natural light to enter the Workshop. Staff has no concerns with the design of the buildings.



Figure 2 - Drone view with photo rendering showing the Workshop to the left and the Annex in the center

Epic – Workshop
Site Plan and Conditional Use Permit

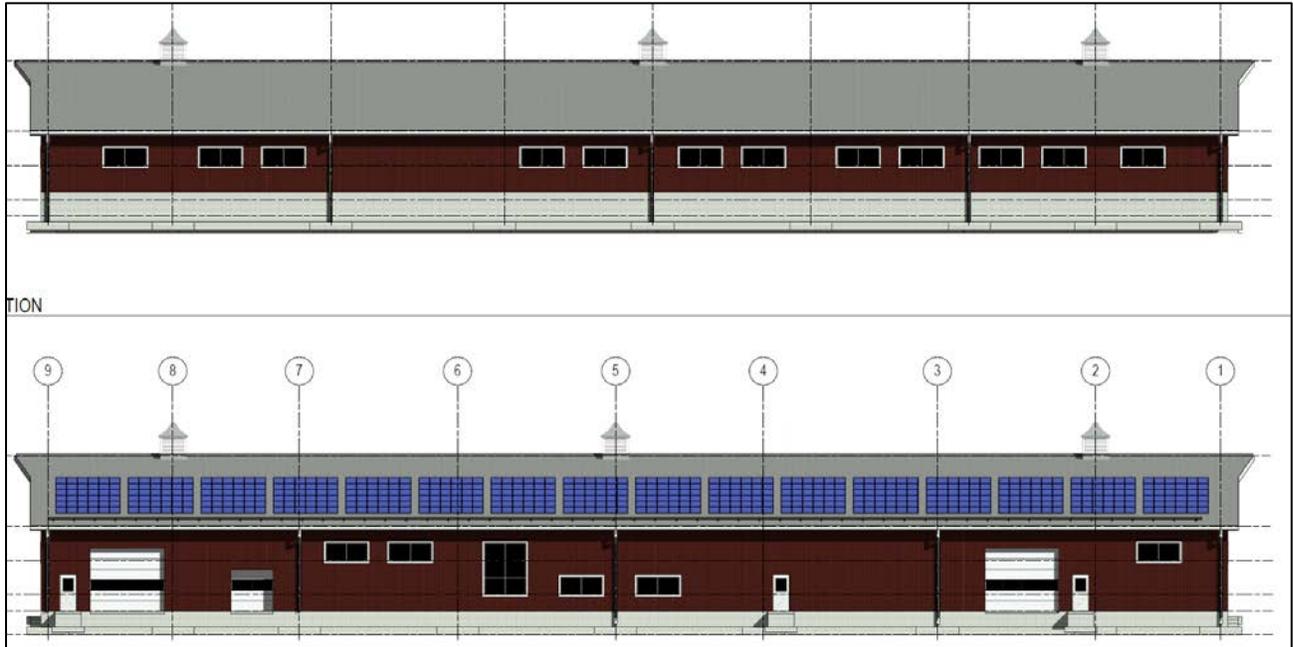


Figure 3 - Building rendering

Conditional Use Permit Findings:

The Applicant is requesting approval for an amendment to a Group Development, which is listed as a conditional use in the City's Zoning Ordinance. The Zoning Ordinance requires all conditional uses to fulfill general standards and specific standards for all CUP requests.

General Standards Findings:

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

The subject site is used as a workshop, which allows additional areas for employees.

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

The proposed buildings are adjacent to Epic's corporate offices. The site is already served by public utilities and roadways.

3. *Does the conditional use, in its proposed location and as depicted on the required site plan, result in a substantial or undue adverse impact on nearby property, the character of the neighborhood, environmental factors, parking, public improvements,*

Epic – Workshop
Site Plan and Conditional Use Permit

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, or ordinance adopted by the City or other governmental agency having jurisdiction to guide development?

The proposed buildings are well served by existing and future roadways. Sensitive environmental areas such as steep slopes or wetlands have been protected in environmental corridors.

4. *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 proposed buildings will be an extension of the previously approved corporate campus and will maintain a consistency of land uses within the surrounding 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?*

The proposed buildings will not impose an undue burden on public facilities and services in the area as they are already provided.

6. *Do the potential public benefits of the proposed conditional use outweigh all potential adverse impacts of the proposed conditional use, after taking into consideration the applicant's proposal and any requirements recommended by the applicant to ameliorate such impacts?*

The benefits of the proposed use outweigh any adverse impacts in the neighborhood.

Specific Standards Findings:

1. *All required off-street parking spaces and access drives shall be located entirely within the boundaries of the group development.*

This requirement has been met.

2. *The development shall contain a sufficient number of waste bins to accommodate all trash and waste generated by the land uses in a convenient manner.*

This requirement has been met.

3. *No group development shall take access to a local residential street.*

Epic – Workshop
Site Plan and Conditional Use Permit

This requirement has been met.

4. *All development located within a group development shall be located so as to comply with setbacks of structures and buildings from lot lines.*

This requirement has been met.

Recommendation:

Staff recommends the following Plan Commission action:

1. Recommend that the Common Council approve an amendment to Epic's group development conditional use permit to allow for the construction of a workshop building.
2. Approve the site plan for a workshop to be located at 1979 Milky Way.

Prepared by: Katherine Holt *KH*
Community Development Specialist

Submitted by: Adam Sayre, AICP *AS*
City Administrator

Project and Storm water Narrative – Workshop

Epic Systems Corporation (Epic) has determined the need for a Workshop that will be used for woodwork and paint work. The Workshop will be screened and hidden from public view and access due to location on the property.

The proposed Workshop is located south of the Annex building that will provide an ideal access for the personal through Annex driveway to the Workshop parking lot. Access road to the southwest to existing gravel road to the Workshop will be used infrequently for delivering large bulk materials and garbage collection.

The building will be owned and developed by Epic Systems Corporation and constructed in collaboration with Graef-USA, JP Cullen and Sons Inc, D'onofrio Kottke and Associates Inc. and others.

The proposed building location is currently zoned Suburban Industrial, and the use of the building is suited to that zoning. The building is intended to include office space, paint shop, art studio and wood working shop.

The building is intended to be a premanufactured metal building bearing on concrete slab/foundation similar in style to the Annex contractor building and Fleet Shop it will be located near.

The addition of this building, and its access routes will add a small amount (0.77 acres total) of impervious surface to a large (61.6 acre) watershed, wholly contained on Epic's property, just East of Country View Road.

This watershed was analyzed and reported on in 2014 prior to the construction of the Annex. During this analysis, and subsequent construction, the storm water facility was sized to accommodate peak flow and sediment reduction requirements as stipulated by City and State ordinance.

The addition of the Workshop building adds approximately 0.77 acres of impervious surface to this watershed, which does not affect the existing Weighted Curve Number or the time of concentration that was used to design the existing detention facility. However, since 2014, the impervious area has been increased within the 61.6 acres of watershed. This triggers a new watershed analysis to determine appropriate stormwater management facilities to accept increased stormwater runoff from approximately 9.80 acres of imperviousness from Annex, Fleet Shop, Fuel Storage, Horse Pad and all access roads, and proposed Workshop. A stormwater management report is included with this submittal. Therefore, Epic proposed to modify existing detention pond to sufficient capacity to handle peak flow and sediment control from the increased stormwater runoff within watershed.

The additional impervious surface from the Workshop has been analyzed and determined that the infiltration requirements will be met with an infiltration and bioretention basins. However, the final design of these facilities will be determined after soil tests and report are completed.

Other site erosion control will be managed using best practices, staked silt sock, silt fence and stone weepers will be used to help prevent soil loss and fouling of storm sewer. A stone construction entrance will be used to limit vehicle tracking, though it is unlikely that any public roads will be affected.

Epic will continue to meet City requirements for landscaping by planting a variety of trees in and around the area of the building. This landscaping will be carried out by Epic's in-house horticulture team with assistance and guidance as required from consulting Landscape Architects and any requests from City staff.

The exterior lighting plan is currently being developed with the guidelines of minimal exterior lights expect those required to meet safe work requirements during the hours of operation.



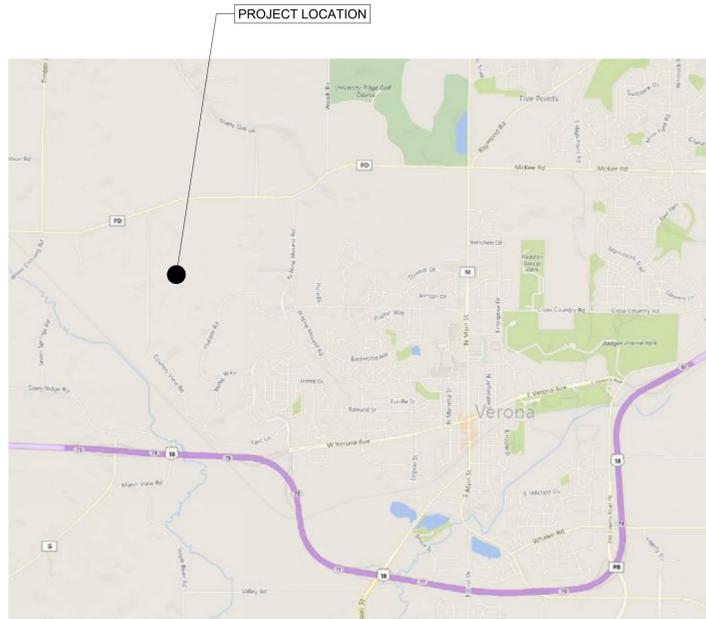
Epic

 - 2019

WORKSHOP

CUP APPLICATION REVIEW

CITY OF VERONA
 DANE COUNTY, WISCONSIN



PROJECT LOCATION MAP
 N.T.S.



PROJECT LOCATION MAP
 N.T.S.

Sheet List Table

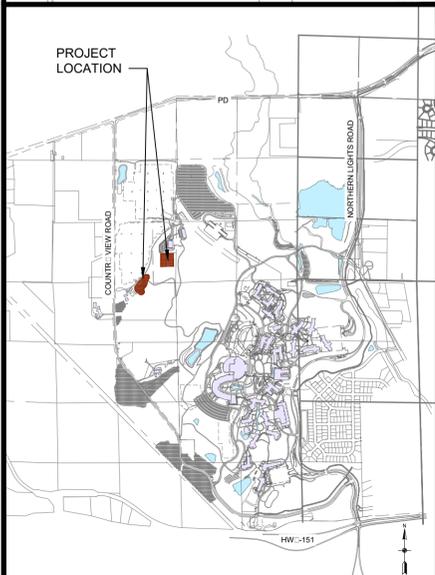
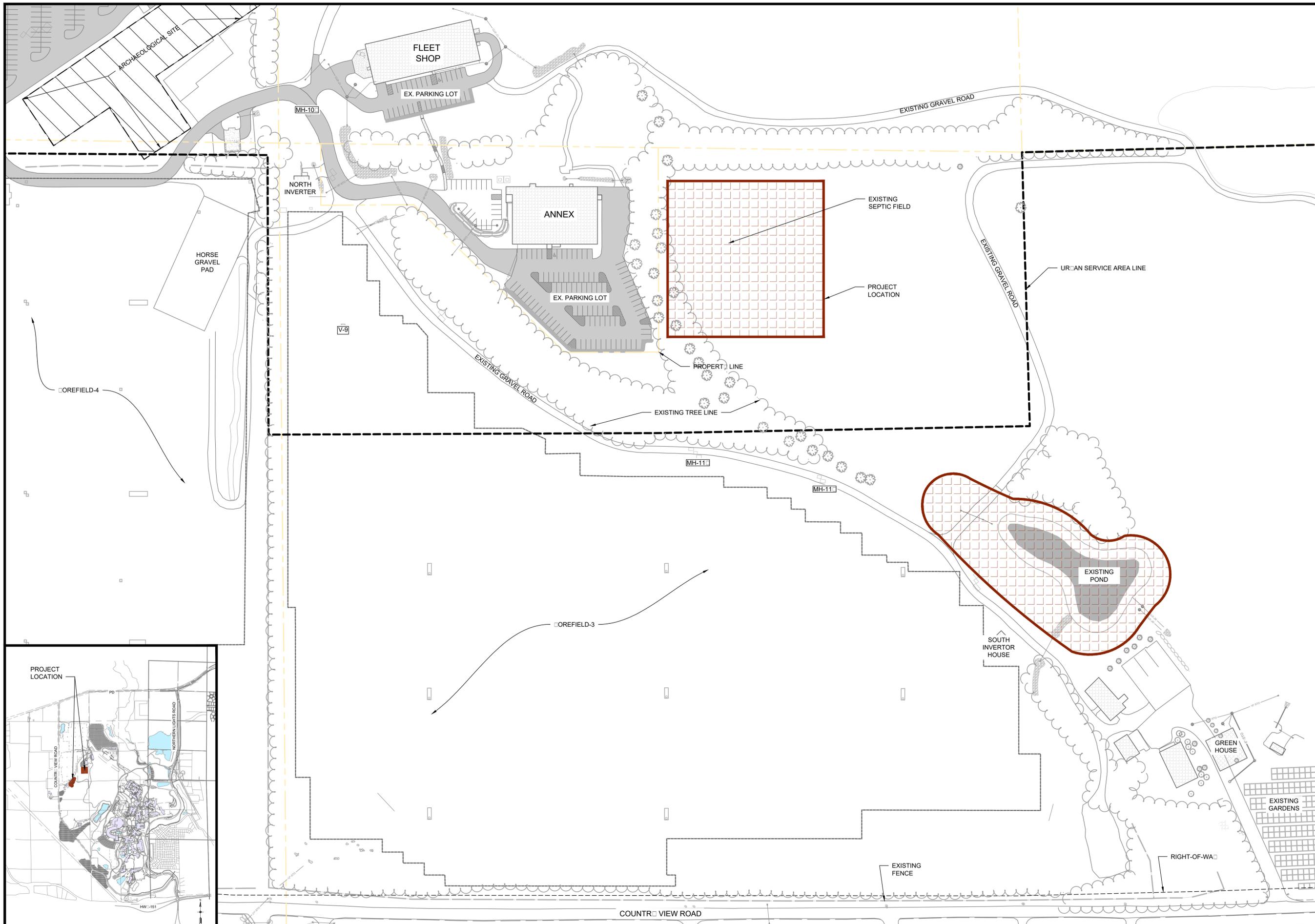
Sheet Number	Sheet Title
C-001	COVER SHEET
C-100	EXISTING SITE PLAN
C-101	DEMOLITION PLAN
C-102	PROPOSED SITE PLAN
C-103	GRADING PLAN
C-104	EROSION CONTROL PLAN
C-105	UTILITIES PLAN
C-106	SANITARIUM PLAN & PROFILE
C-107	WATER PLAN & PROFILE
C-108	GEOHERMAL PLAN & PROFILE
C-109	DUCT BANK PLAN & PROFILE
C-110	STORM SEWER PLAN & PROFILE
C-111	STORM SEWER PLAN & PROFILE
L-112	LANDSCAPE PLAN
X-113	DETAILS
WS-E800	PHOTOMETRIC PLAN
A-101	FLOOR PLAN
A-201	EXTERIOR ELEVATIONS
A-901	RENDERINGS

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.
 7550 Westward Way, Madison, WI 53717
 Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

COVER SHEET
EPIC - 2019
 CUP APPLICATION REVIEW
 City of Verona, Dane County, Wisconsin

PLANS SCALE FOR 22"X34"
 DATE: 12-20-19
 REVISED: REV # DR #

 DRAWN BY: YM
 FN: 12-05-130
 Sheet Number:
C-001



D'ONOFRIO KOTTE AND ASSOCIATES, INC.
 7530 Westward Way, Madison, WI 53717
 Phone: 608.833.7330 • Fax: 608.833.1089
 YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

EXISTING SITE PLAN

EPIC - 2019

CUP APPLICATION REVIEW

CITY OF VERONA, DANE COUNTY, WISCONSIN

0 80'

DATE: 12-20-19
 REVISED: REV # DR #

DRAWN BY: YM

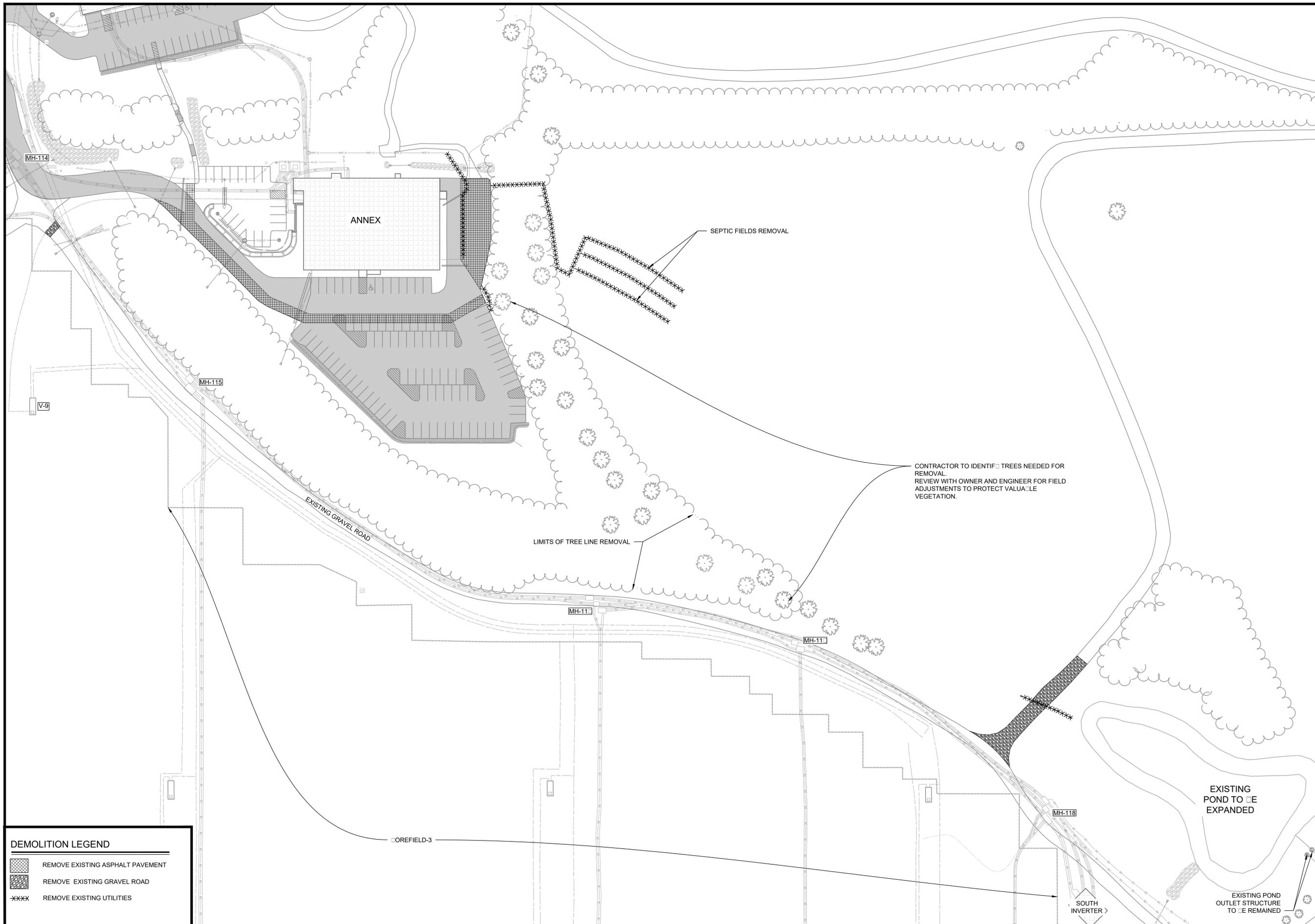
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C-100



DATE: 12-20-19
 REVISED: REV # DR #

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Sheet Number:
C-101



DEMOLITION LEGEND

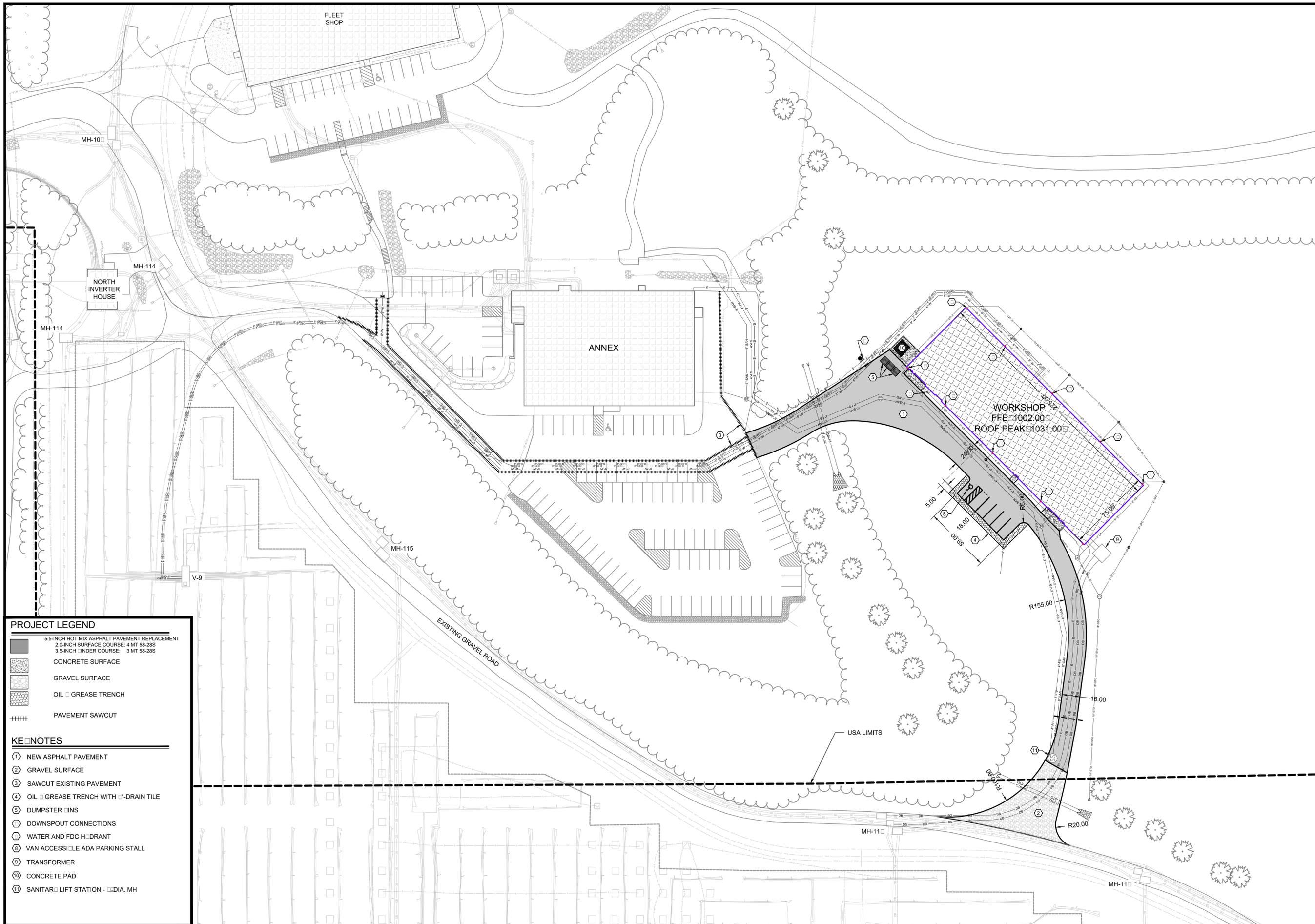
- REMOVE EXISTING ASPHALT PAVEMENT
- REMOVE EXISTING GRAVEL ROAD
- REMOVE EXISTING UTILITIES



DATE: 12-20-19
 REVISED: REV # DR #

DRAWN BY: YM

Sheet Number:
C-102



PROJECT LEGEND

- 5.5-INCH HOT MIX ASPHALT PAVEMENT REPLACEMENT
2.0-INCH SURFACE COURSE: 4 MT 58-28S
3.5-INCH UNDER COURSE: 3 MT 58-28S
- CONCRETE SURFACE
- GRAVEL SURFACE
- OIL GREASE TRENCH
- PAVEMENT SAWCUT

KEY NOTES

- ① NEW ASPHALT PAVEMENT
- ② GRAVEL SURFACE
- ③ SAWCUT EXISTING PAVEMENT
- ④ OIL GREASE TRENCH WITH DRAIN TILE
- ⑤ DUMPSTER SITS
- ⑥ DOWNSPOUT CONNECTIONS
- ⑦ WATER AND FDC H DRANT
- ⑧ VAN ACCESSIBLE ADA PARKING STALL
- ⑨ TRANSFORMER
- ⑩ CONCRETE PAD
- ⑪ SANITARY LIFT STATION - DIA. MH

PRELIMINARY - FOR REVIEW ONLY

D'ONOFRIO KOTTE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

GRADING PLAN

EPIC - 2019

CUP APPLICATION REVIEW

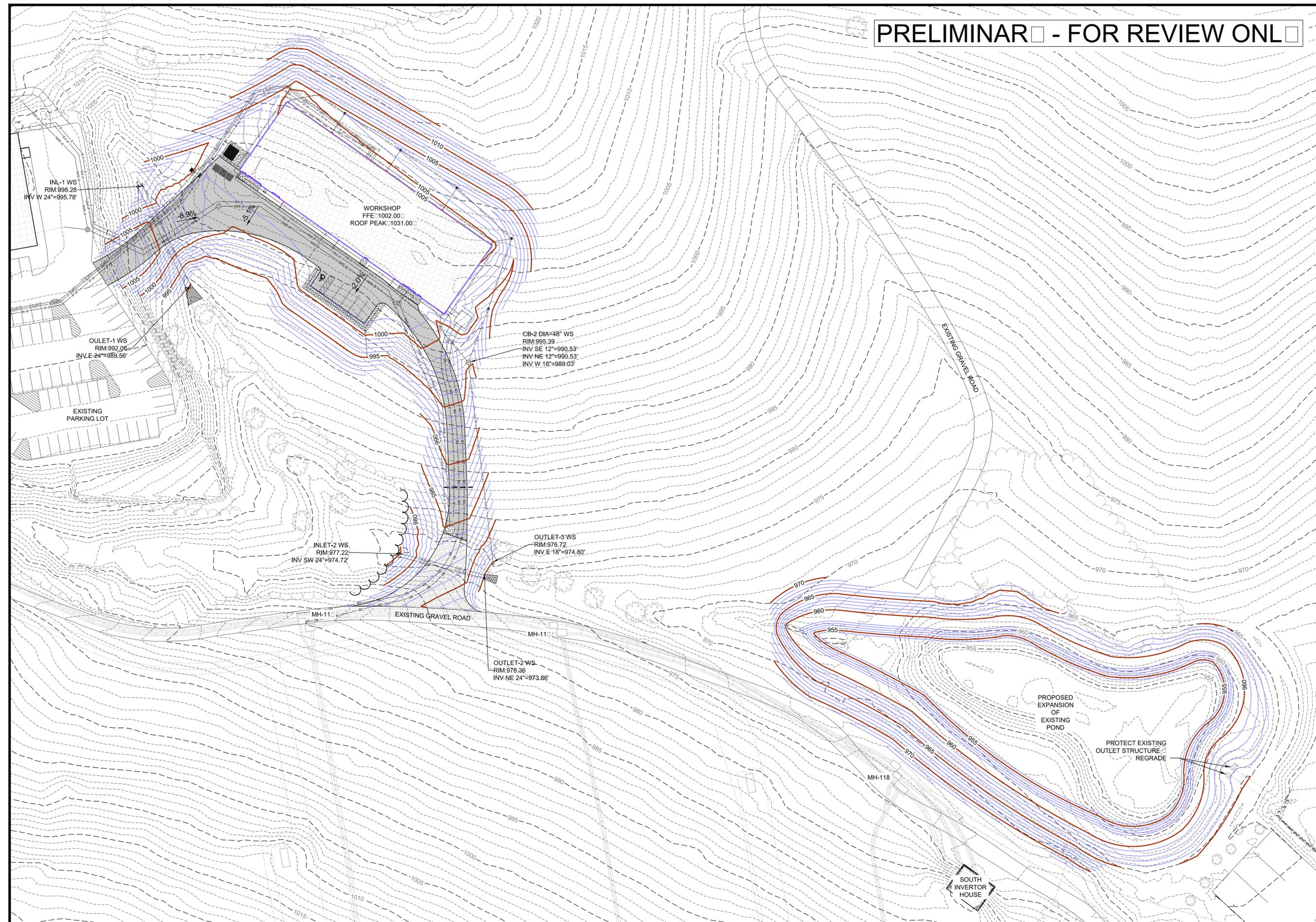
CITY OF VERONA, DANE COUNTY, WISCONSIN



DATE: 12-20-19
REVISED: REV # DR #

DRAWN BY: YM

Sheet Number:
C-103

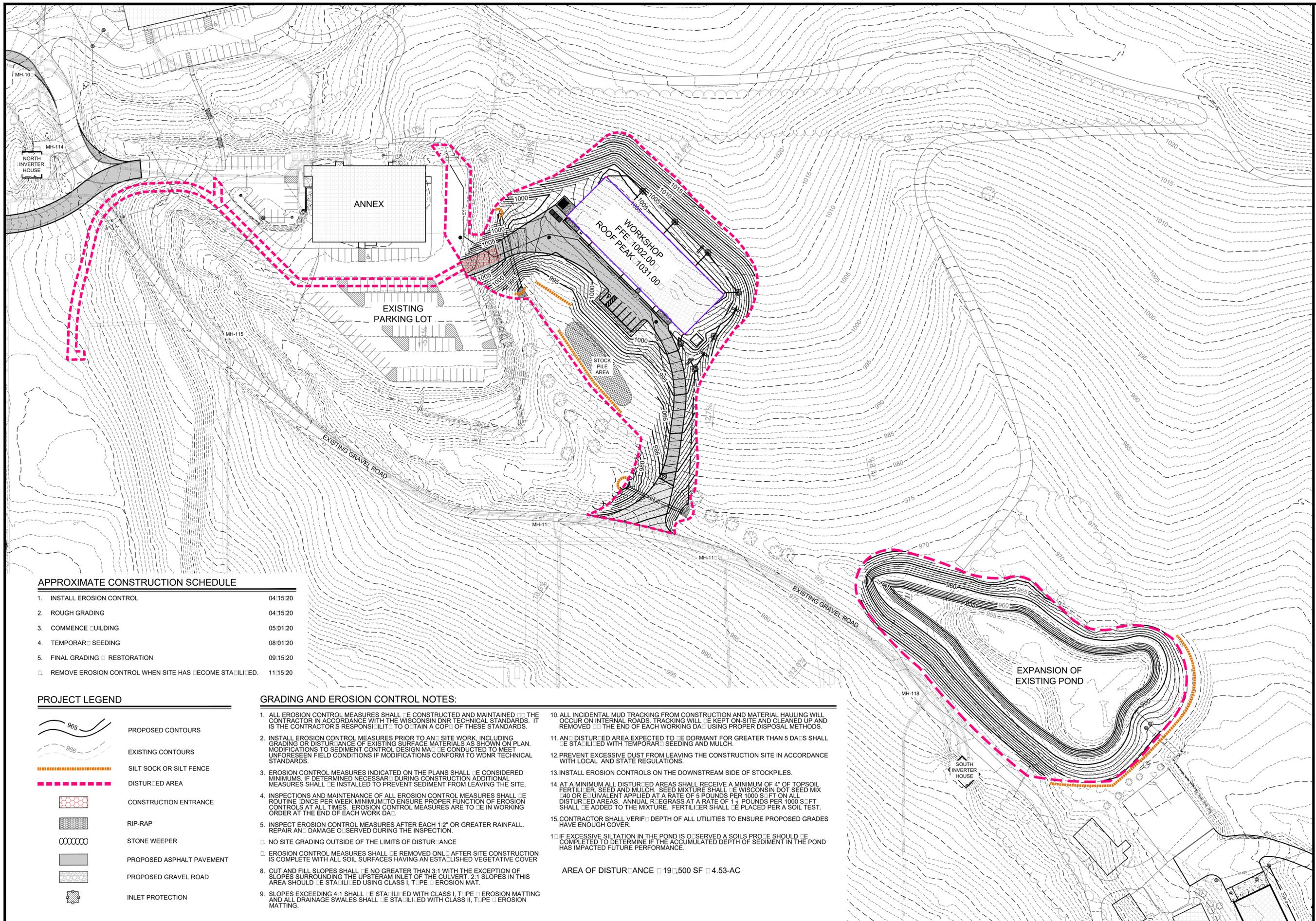




DATE: 12-20-19
 REVISED: REV # DR #

DRAWN BY: YM

Sheet Number:
C-104



APPROXIMATE CONSTRUCTION SCHEDULE

1. INSTALL EROSION CONTROL	04.15.20
2. ROUGH GRADING	04.15.20
3. COMMENCE BUILDING	05.01.20
4. TEMPORARY SEEDING	08.01.20
5. FINAL GRADING & RESTORATION	09.15.20
6. REMOVE EROSION CONTROL WHEN SITE HAS BECOME STABILIZED	11.15.20

PROJECT LEGEND

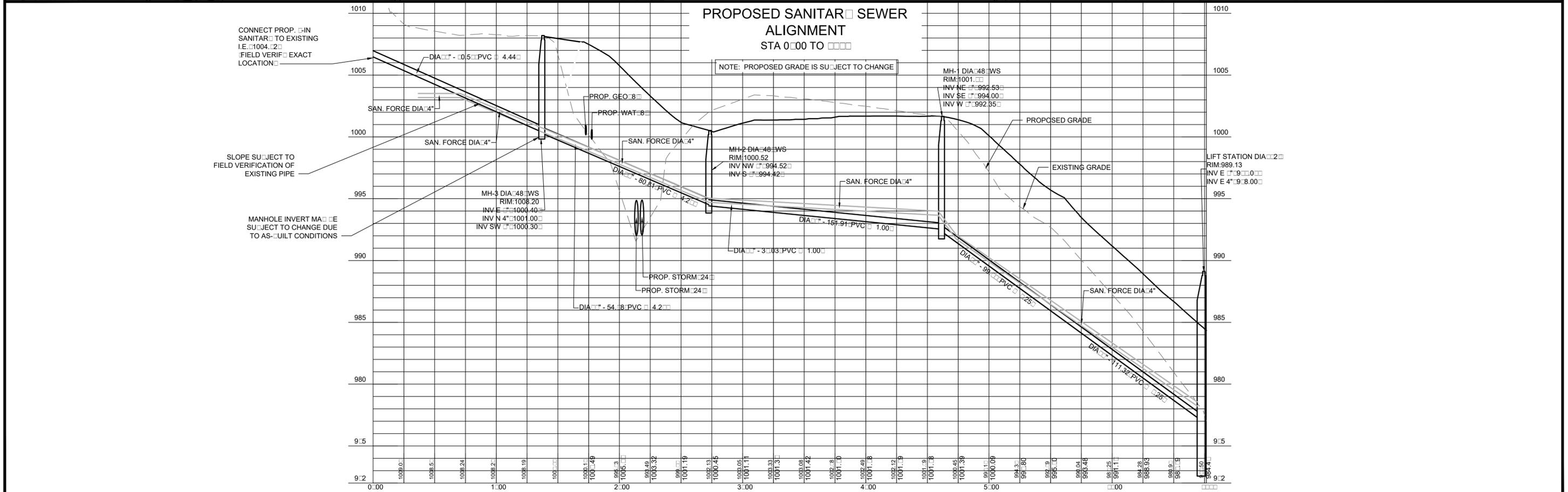
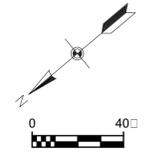
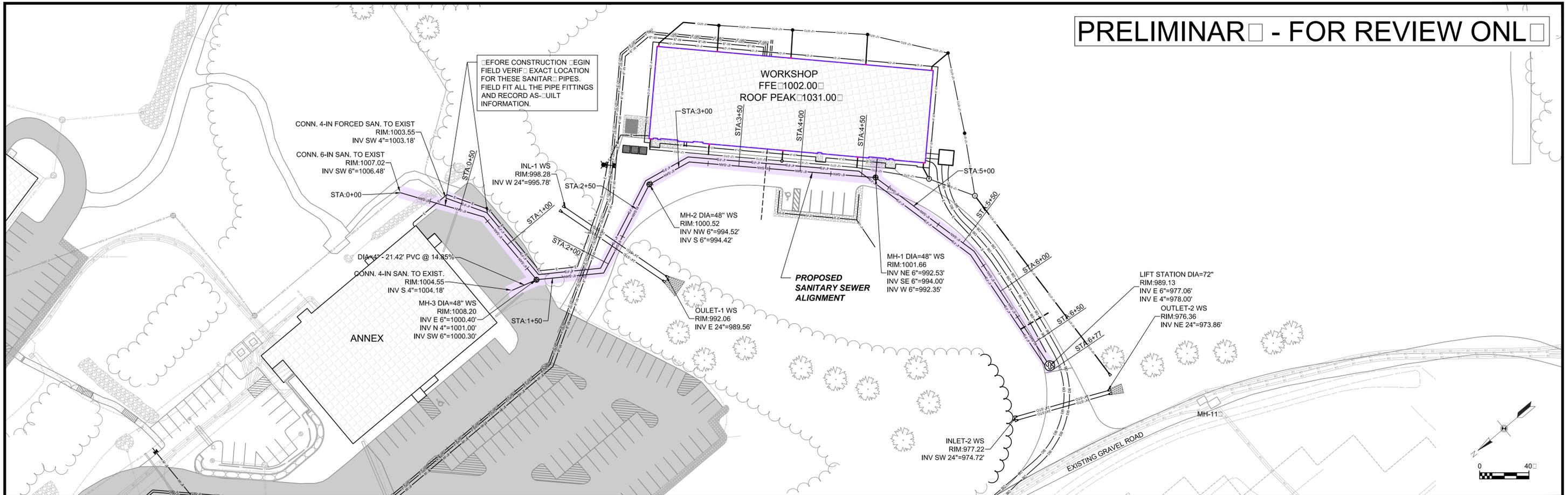
- PROPOSED CONTOURS
- EXISTING CONTOURS
- SILT SOCK OR SILT FENCE
- DISTURBED AREA
- CONSTRUCTION ENTRANCE
- RIP-RAP
- STONE WEEPER
- PROPOSED ASPHALT PAVEMENT
- PROPOSED GRAVEL ROAD
- INLET PROTECTION

GRADING AND EROSION CONTROL NOTES:

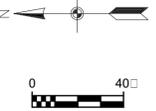
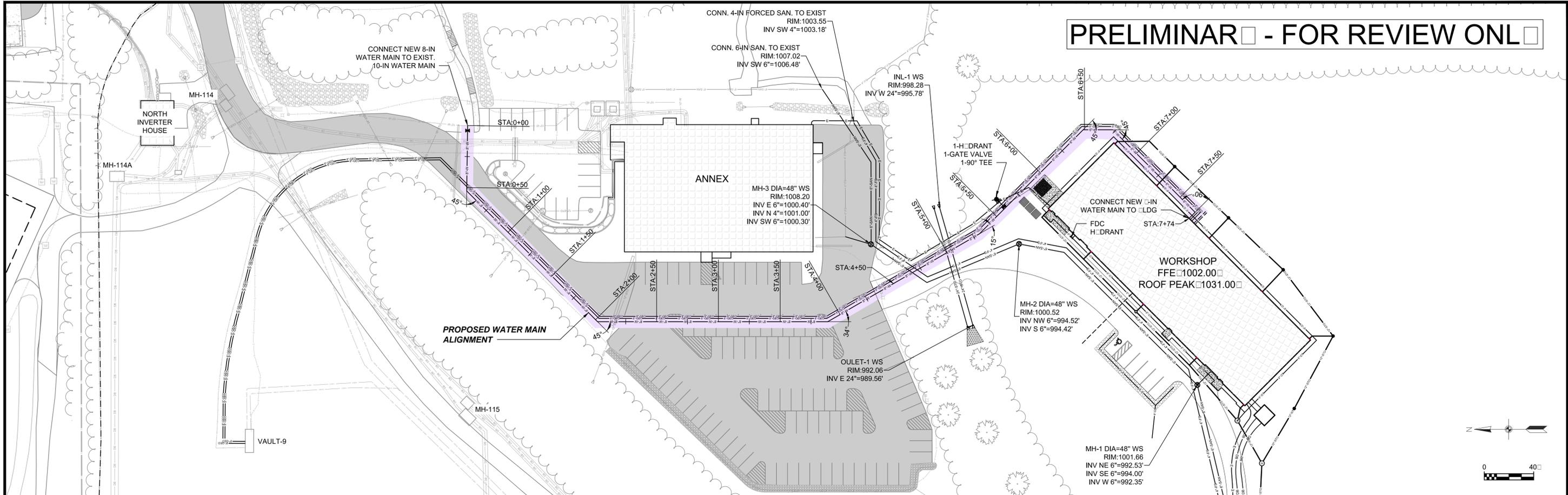
1. ALL EROSION CONTROL MEASURES SHALL BE CONSTRUCTED AND MAINTAINED BY THE CONTRACTOR IN ACCORDANCE WITH THE WISCONSIN DNR TECHNICAL STANDARDS. IT IS THE CONTRACTOR'S RESPONSIBILITY TO OBTAIN A COPY OF THESE STANDARDS.
2. INSTALL EROSION CONTROL MEASURES PRIOR TO ANY SITE WORK, INCLUDING GRADING OR DISTURBANCE OF EXISTING SURFACE MATERIALS AS SHOWN ON PLAN. MODIFICATIONS TO SEDIMENT CONTROL DESIGN MAY BE CONDUCTED TO MEET UNFORESEEN FIELD CONDITIONS IF MODIFICATIONS CONFORM TO WDNR TECHNICAL STANDARDS.
3. EROSION CONTROL MEASURES INDICATED ON THE PLANS SHALL BE CONSIDERED MINIMUMS. IF DETERMINED NECESSARY DURING CONSTRUCTION ADDITIONAL MEASURES SHALL BE INSTALLED TO PREVENT SEDIMENT FROM LEAVING THE SITE.
4. INSPECTIONS AND MAINTENANCE OF ALL EROSION CONTROL MEASURES SHALL BE ROUTINE ONCE PER WEEK MINIMUM TO ENSURE PROPER FUNCTION OF EROSION CONTROLS AT ALL TIMES. EROSION CONTROL MEASURES ARE TO BE IN WORKING ORDER AT THE END OF EACH WORK DAY.
5. INSPECT EROSION CONTROL MEASURES AFTER EACH 1/2" OR GREATER RAINFALL. REPAIR AND DAMAGE OBSERVED DURING THE INSPECTION.
 - NO SITE GRADING OUTSIDE OF THE LIMITS OF DISTURBANCE
 - EROSION CONTROL MEASURES SHALL BE REMOVED ONLY AFTER SITE CONSTRUCTION IS COMPLETE WITH ALL SOIL SURFACES HAVING AN ESTABLISHED VEGETATIVE COVER
6. CUT AND FILL SLOPES SHALL BE NO GREATER THAN 3:1 WITH THE EXCEPTION OF SLOPES SURROUNDING THE UPSTREAM INLET OF THE CULVERT. 2:1 SLOPES IN THIS AREA SHOULD BE STABILIZED USING CLASS I, TYPE II EROSION MAT.
7. SLOPES EXCEEDING 4:1 SHALL BE STABILIZED WITH CLASS I, TYPE II EROSION MATTING AND ALL DRAINAGE SWALES SHALL BE STABILIZED WITH CLASS II, TYPE II EROSION MATTING.
8. ALL INCIDENTAL MUD TRACKING FROM CONSTRUCTION AND MATERIAL HAULING WILL OCCUR ON INTERNAL ROADS. TRACKING WILL BE KEPT ON-SITE AND CLEANED UP AND REMOVED BY THE END OF EACH WORKING DAY USING PROPER DISPOSAL METHODS.
9. AN UNDISTURBED AREA EXPECTED TO BE DORMANT FOR GREATER THAN 5 DAYS SHALL BE STABILIZED WITH TEMPORARY SEEDING AND MULCH.
10. PREVENT EXCESSIVE DUST FROM LEAVING THE CONSTRUCTION SITE IN ACCORDANCE WITH LOCAL AND STATE REGULATIONS.
11. INSTALL EROSION CONTROLS ON THE DOWNSTREAM SIDE OF STOCKPILES.
12. AT A MINIMUM ALL DISTURBED AREAS SHALL RECEIVE A MINIMUM OF 4" OF TOPSOIL FERTILIZER, SEED AND MULCH. SEED MIXTURE SHALL BE WISCONSIN DOT SEED MIX #40 OR EQUIVALENT APPLIED AT A RATE OF 5 POUNDS PER 1000 S.F. ON ALL DISTURBED AREAS. ANNUAL RYEGRASS AT A RATE OF 1 1/2 POUNDS PER 1000 S.F. SHALL BE ADDED TO THE MIXTURE. FERTILIZER SHALL BE PLACED PER A SOIL TEST.
13. CONTRACTOR SHALL VERIFY DEPTH OF ALL UTILITIES TO ENSURE PROPOSED GRADES HAVE ENOUGH COVER.
14. IF EXCESSIVE SILTATION IN THE POND IS OBSERVED A SOILS PROFILE SHOULD BE COMPLETED TO DETERMINE IF THE ACCUMULATED DEPTH OF SEDIMENT IN THE POND HAS IMPACTED FUTURE PERFORMANCE.

AREA OF DISTURBANCE \square 19,500 SF \square 4.53-AC

PRELIMINAR - FOR REVIEW ONLY



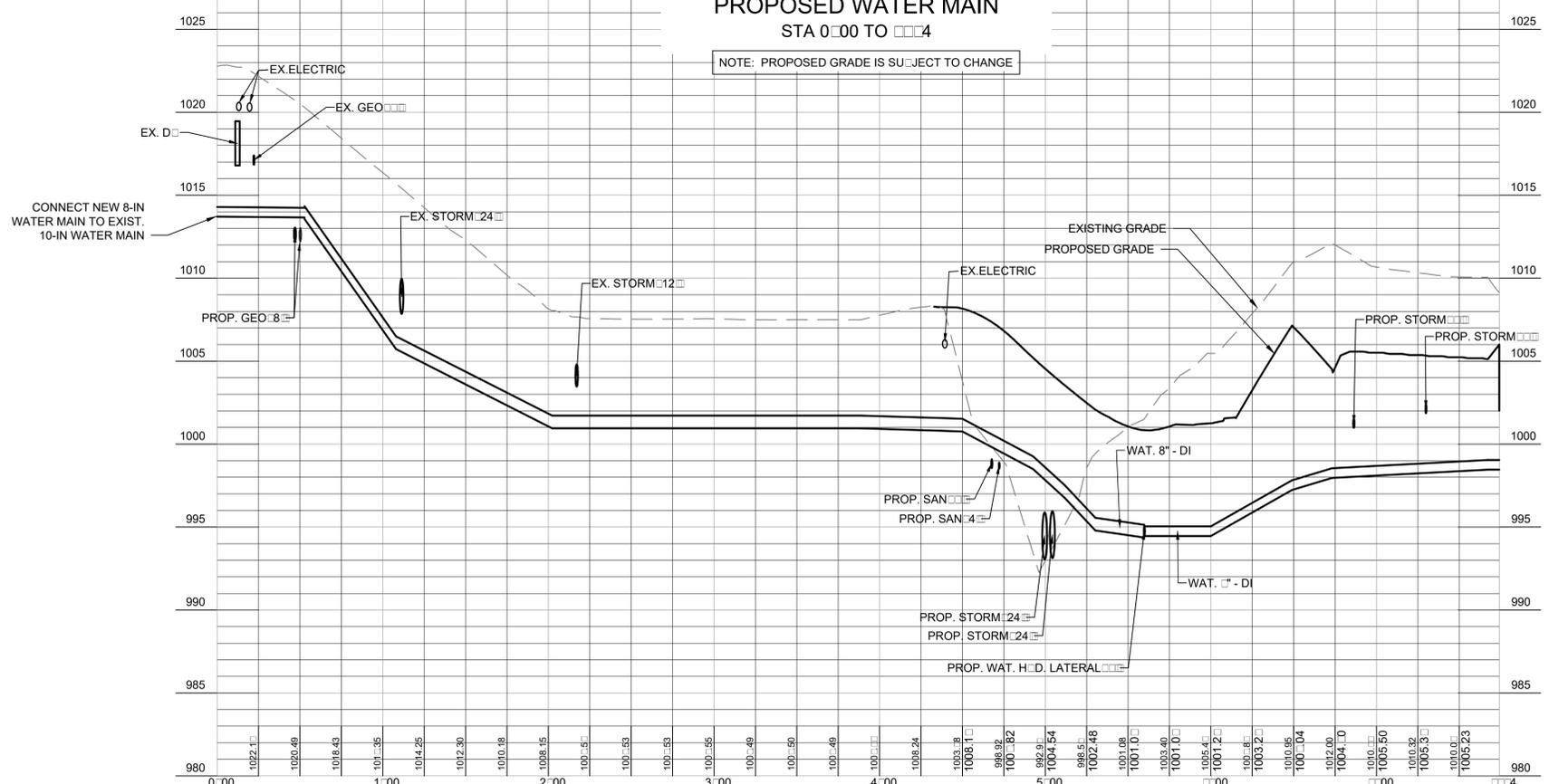
PRELIMINAR - FOR REVIEW ONLY



PROPOSED WATER MAIN

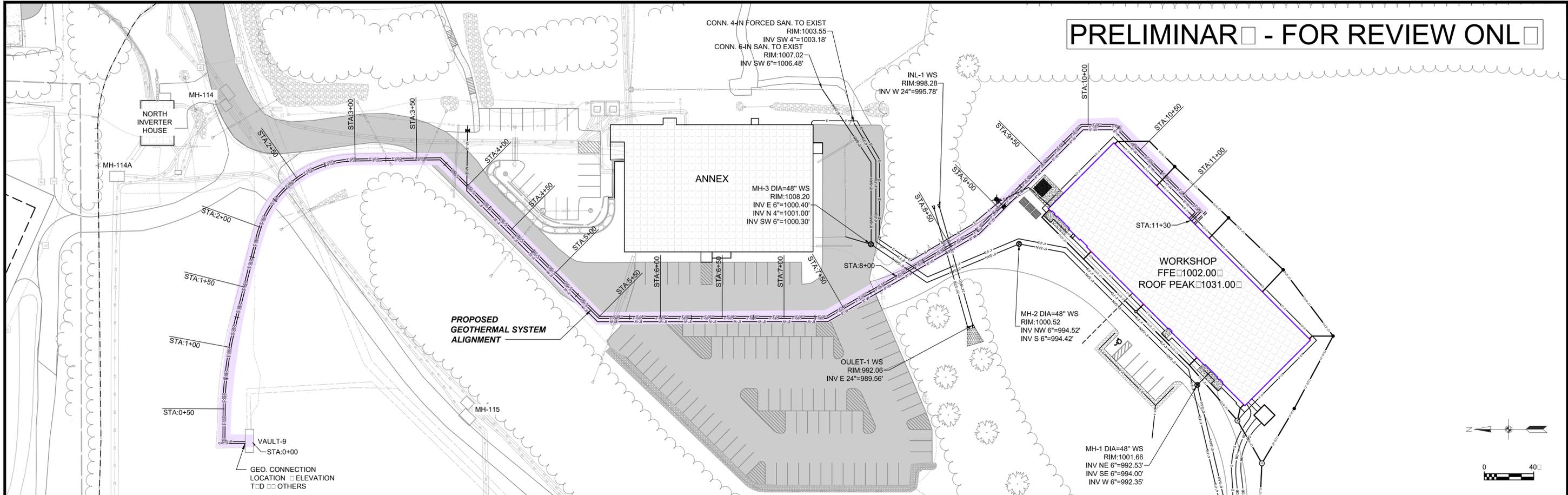
STA 0+00 TO 4+00

NOTE: PROPOSED GRADE IS SUBJECT TO CHANGE



REVISED:	REV #

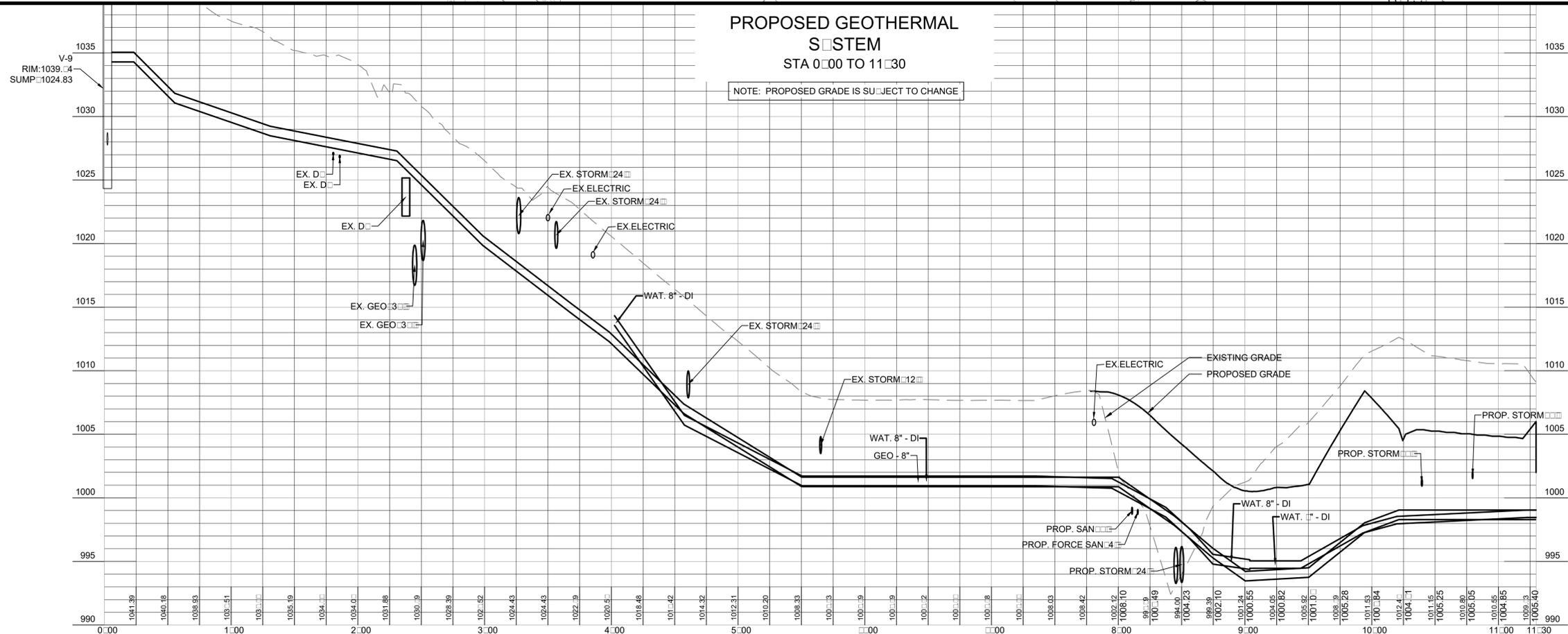
PRELIMINAR - FOR REVIEW ONLY



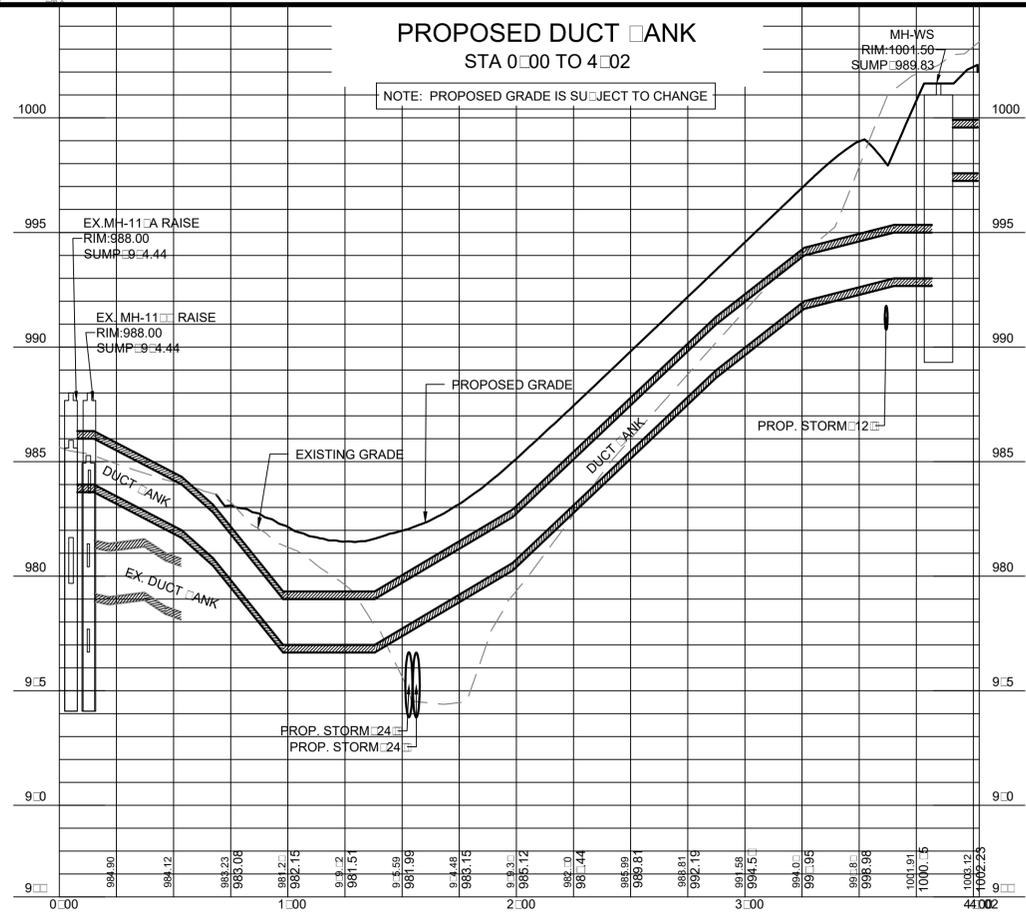
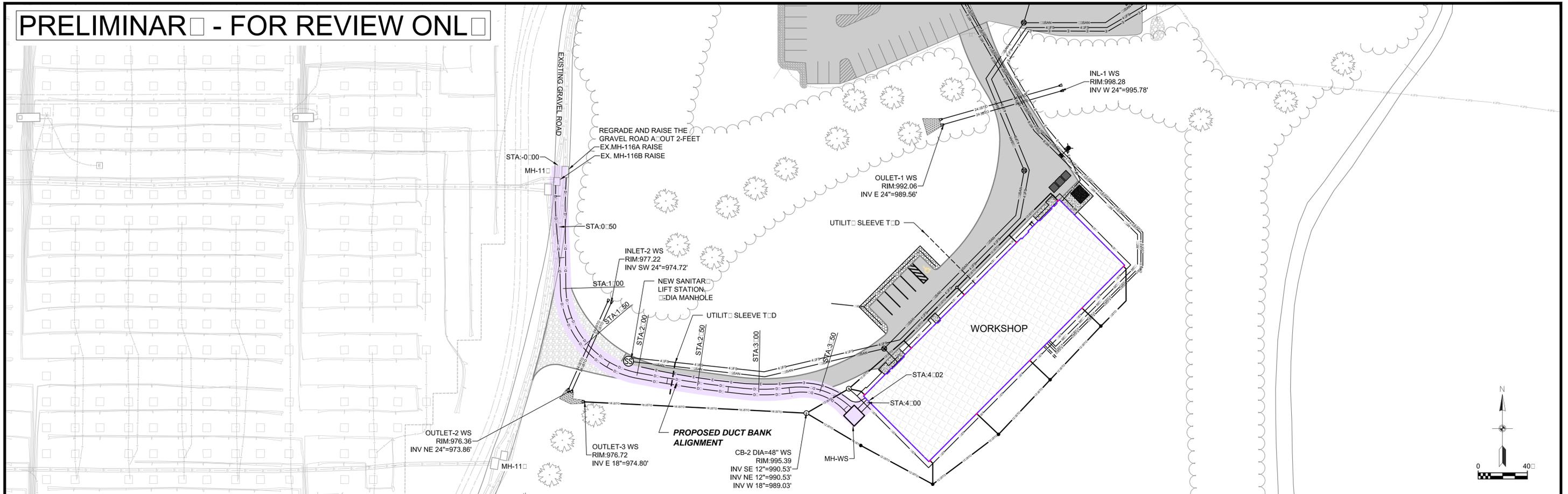
PROPOSED GEOTHERMAL SYSTEM

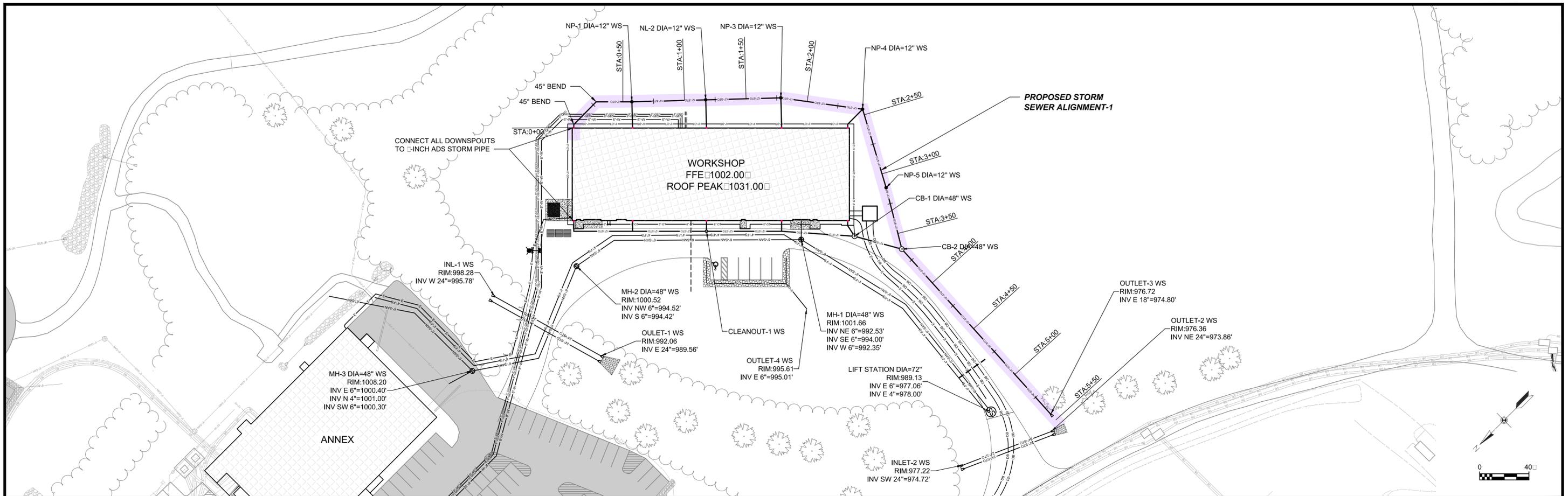
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NOTE: PROPOSED GRADE IS SUBJECT TO CHANGE



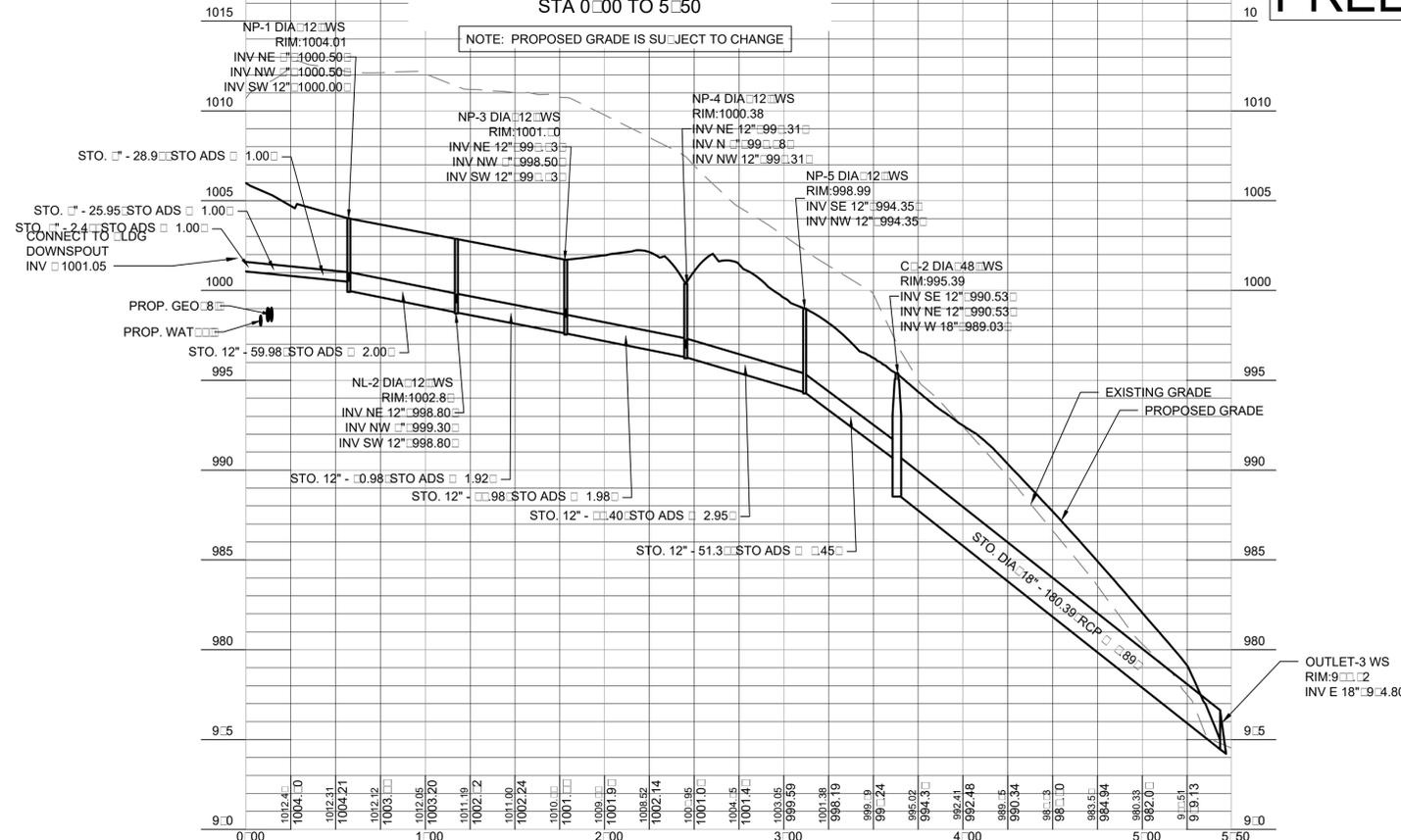
PRELIMINARY - FOR REVIEW ONLY



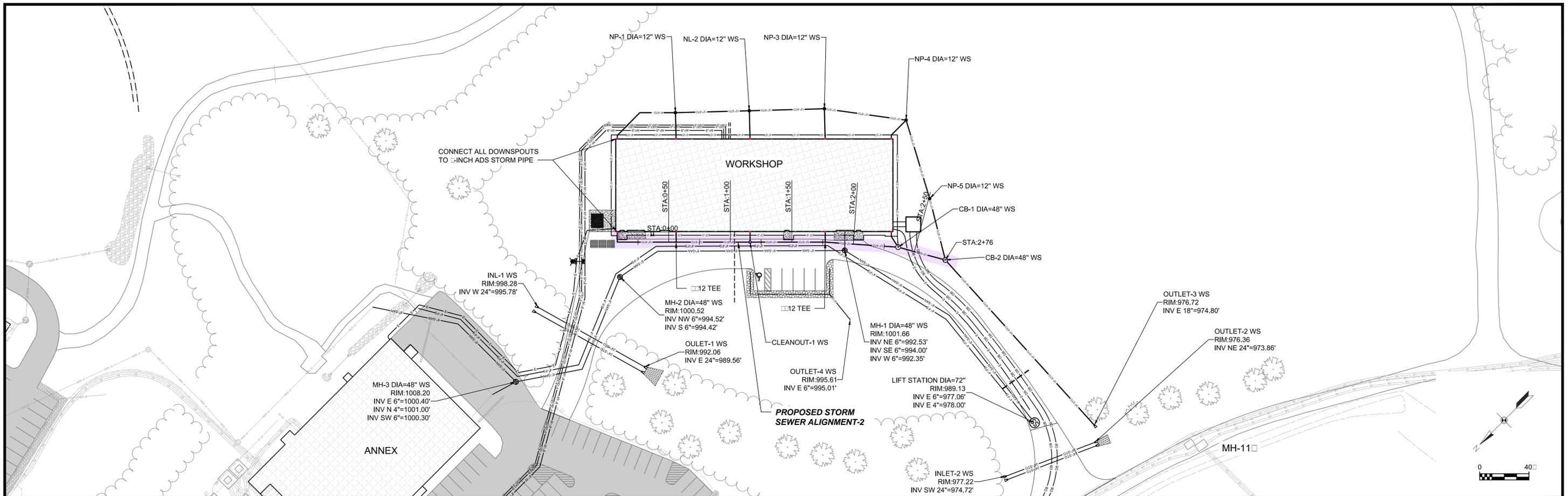


PROPOSED STORM SEWER
STA 0+00 TO 5+50

PRELIMINARY - FOR REVIEW ONLY

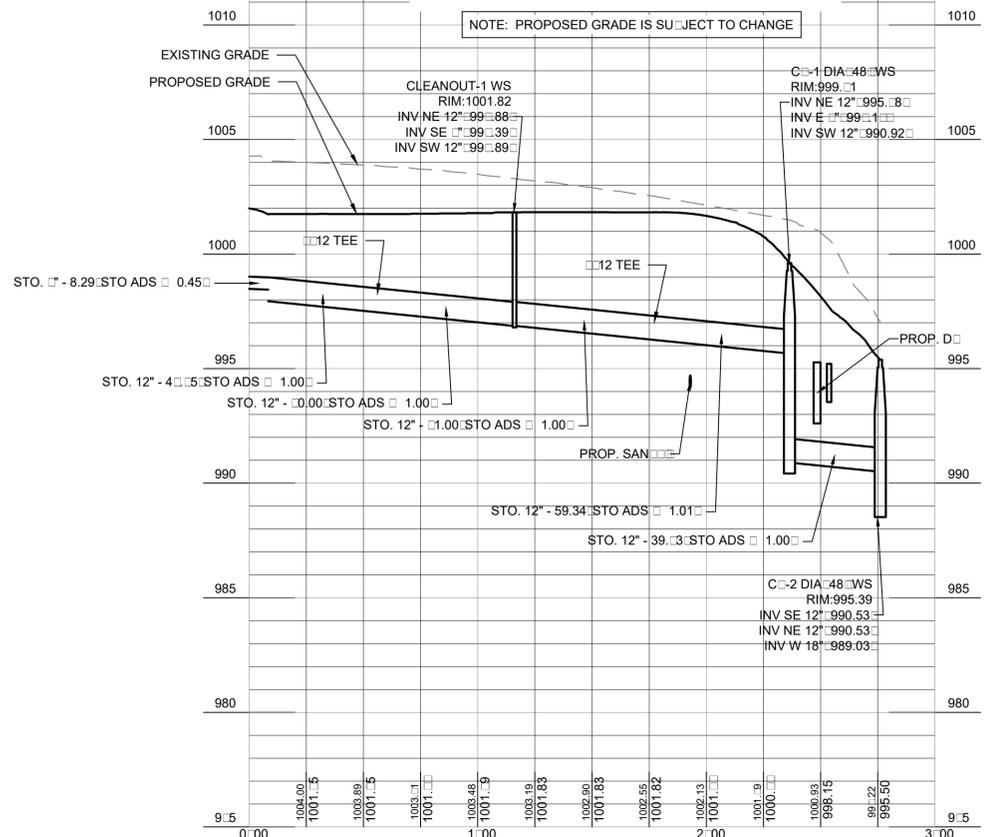


REVISED	REV #	DR #

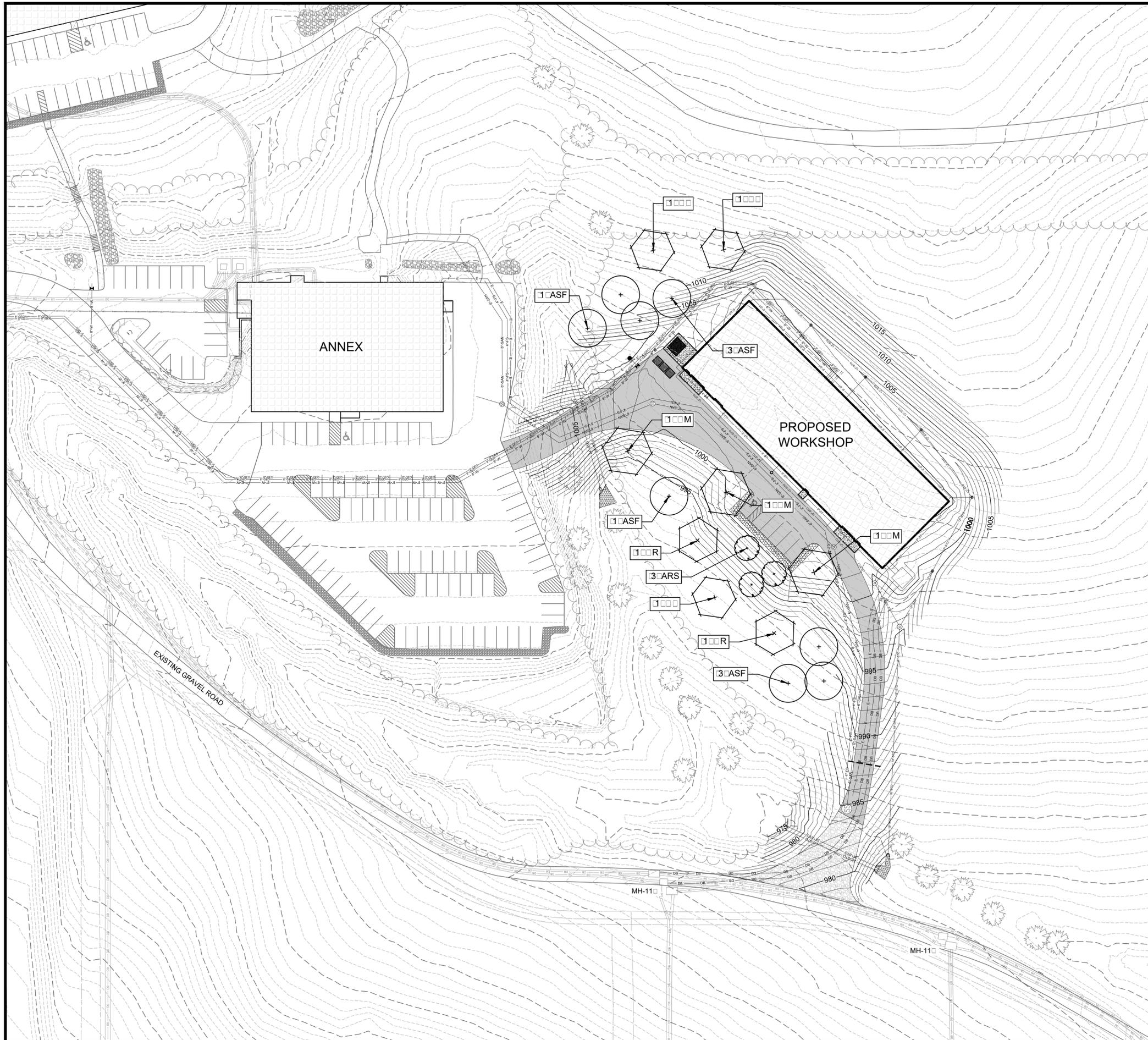


PROPOSED STORM SEWER
STA 0+00 TO 2+00

PRELIMINARY - FOR REVIEW ONLY



REVISED:	REV #	DR #



LANDSCAPE PLAN - GENERAL NOTES

1. ALL AREAS TO BE RESTORED SHALL BE FINISH GRADED, FERTILIZED, & SEEDING IN ACCORDANCE WITH OWNER'S SPECIFICATIONS
2. ALL LANDSCAPE AREAS SHALL HAVE A MINIMUM 4" COMPACTED DEPTH OF TOPSOIL
3. ALL LANDSCAPING SHALL BE IN ACCORDANCE WITH THE CITY ZONING ORDINANCE.
4. PLANT INSTALLATION SHALL NOT OCCUR UNDER SATURATED SOIL CONDITIONS
5. SEE DETAILS FOR PLANTING INSTALLATION.

BUILDING FOUNDATION REQUIREMENT

FOUNDATION LENGTH 100 LF
POINTS REQUIRED 40 POINTS PER 100LF = 240 POINTS

DEVELOPED LOT REQUIREMENT

BUILDING AREA 11,815 SF
POINTS REQUIRED 10 POINTS PER 1000 SF = 119 POINTS

STREET FRONTAGE REQUIREMENT

NOT APPLICABLE

PAVED AREA REQUIREMENT

PAVED AREA 11,900 SF
POINTS REQUIRED 80 POINTS PER 10,000 SF = 135 POINTS

TOTAL POINTS REQUIRED = 544 POINTS

PLANT SCHEDULE

CODE	SCIENTIFIC NAME	COMMON NAME	QTY	PTS PER PLANT	SUB-TOTAL	SIZE	ROOT COND	NOTES
<i>TALL DECIDUOUS TREES</i>								
ARS	Acer rubrum 'Scarsen'	Scarsen Maple	3	30	90	1.5"	B&B	
ASF	Acer saccharum 'Fall Fiesta'	Fall Fiesta Maple	8	30	240	1.5"	B&B	
QB	Quercus bicolor	Swamp White Oak	3	30	90	1.5"	B&B	
QM	Quercus macrocarpa	Bur Oak	3	30	90	1.5"	B&B	
QR	Quercus rubra	Northern Red Oak	2	30	60	1.5"	B&B	
				TOTAL:	570	POINTS		

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LANDSCAPE PLAN

EPIC-2019

CUP APPLICATION REVIEW

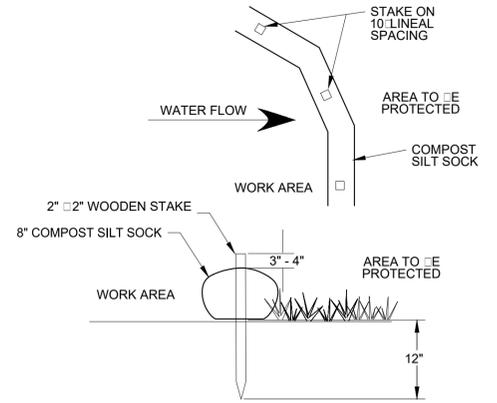
CITY OF VERONA, DANE COUNTY, WISCONSIN



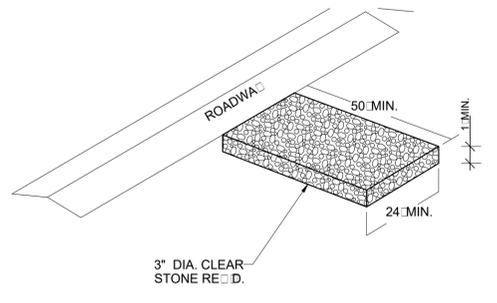
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REVISED: REV # DR #

DRAWN BY: MS

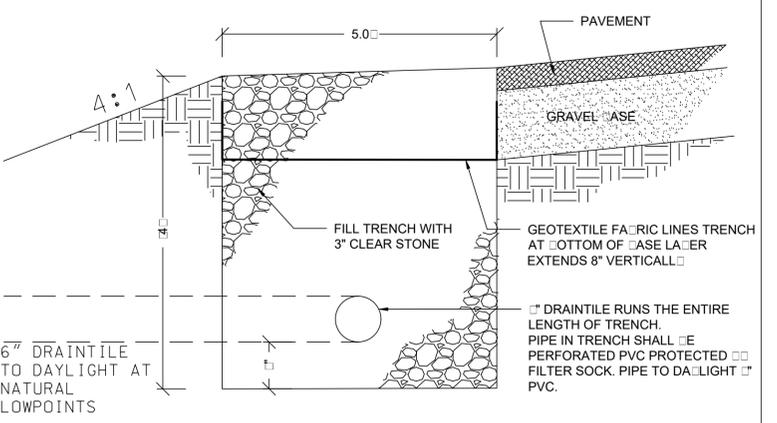
Sheet Number:
L-112



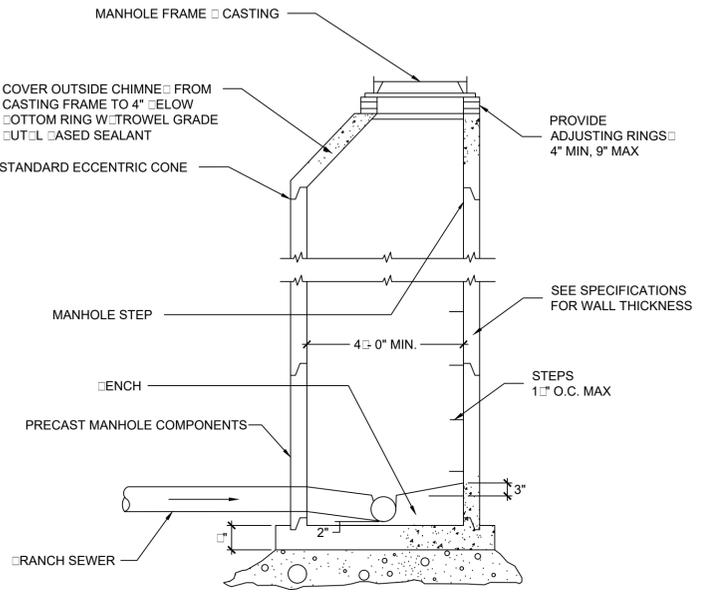
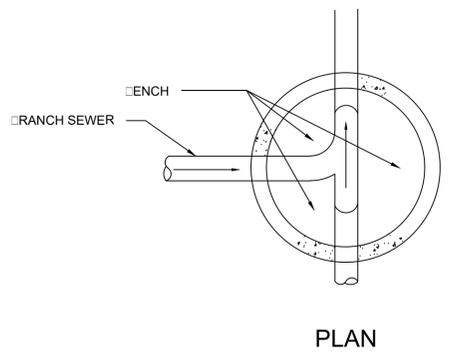
8" COMPOST SILT SOCK



STONE TRACKING PAD DETAIL

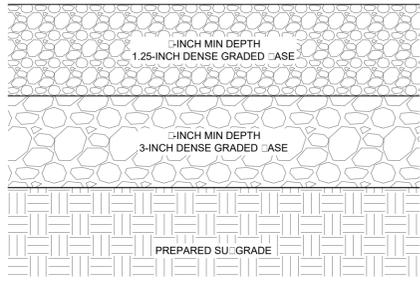


OIL/GREASE CONTROL TRENCH

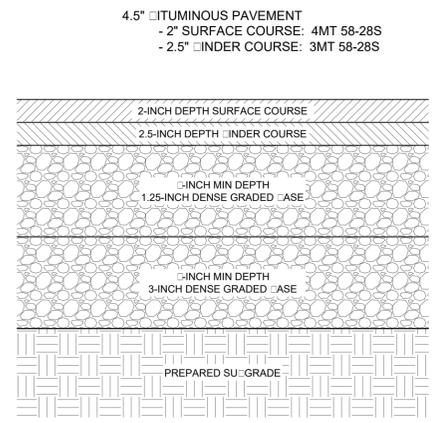


SECTION

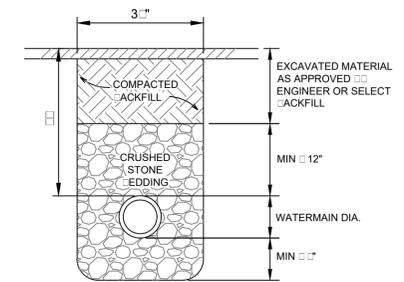
SANITARY MANHOLE



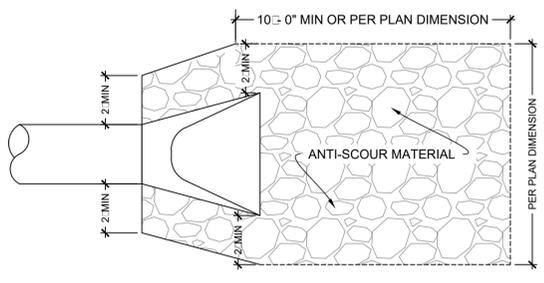
GRAVEL DRIVEWAY TYPICAL STRUCTURE



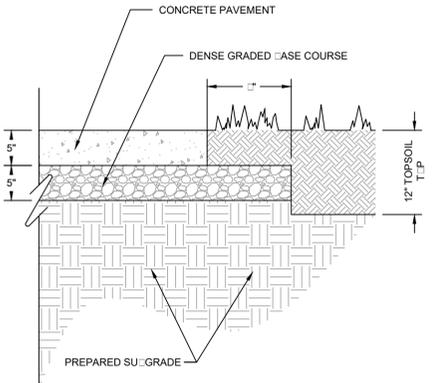
ROAD PAVEMENT TYPICAL STRUCTURE



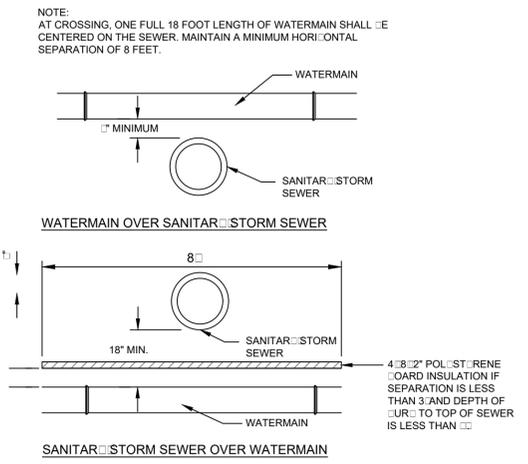
WATERMAIN / SAN. SEWER BEDDING



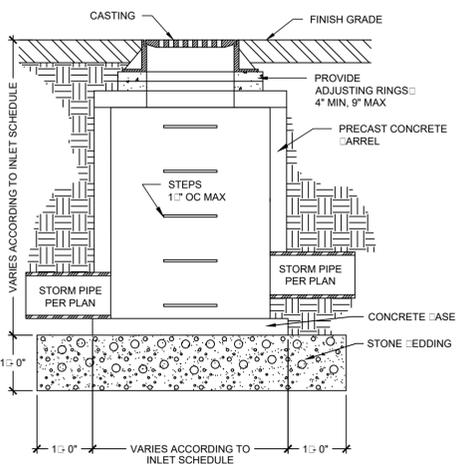
ENDWALL STRUCTURE WITH RIPRAP



CONCRETE PAVEMENT



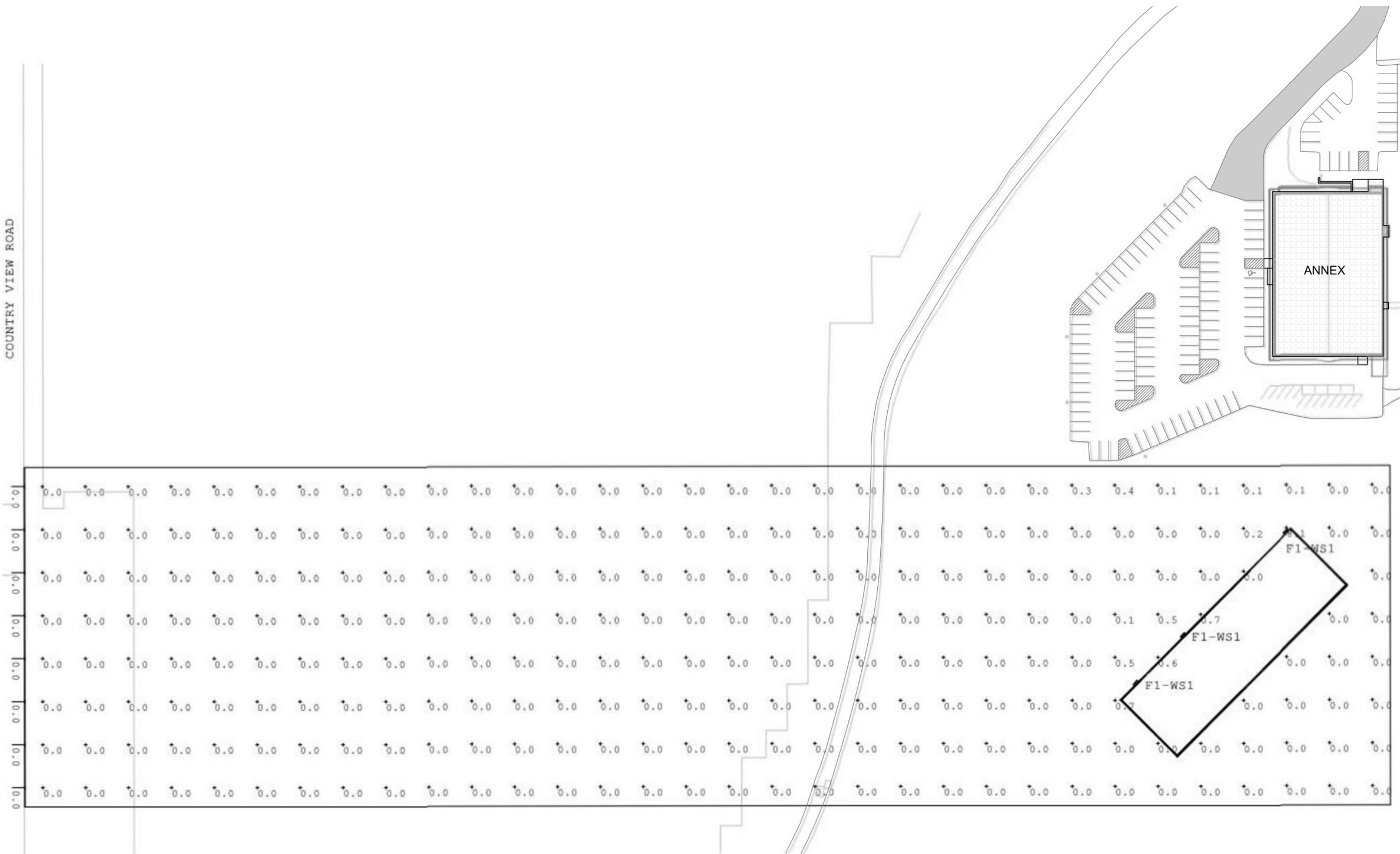
WATERMAIN - SEWER SEPARATION



STORM SEWER CATCH BASIN

COUNTRY VIEW ROAD

COUNTRY VIEW ROAD



DRAWING NOTES

① (3) F1-WS1 FIXTURES TO BE LITHONIA OLWX1-LED-20W-40K

Calculation Summary							
Project: Workshop_Ground_Calc							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Workshop Ground	Illuminance	Fc	0.05	8.1	0.0	N.A.	N.A.

Calculation Summary							
Project: Workshop_Obstructive_Calc							
Label	CalcType	Units	Avg	Max	Min	Avg/Min	Max/Min
Workshop Obstructive_Cd_Seg1	Obtrusive Light - Cd	N.A.	0.00	0	0	N.A.	N.A.
Workshop Obstructive_Ill_Seg1	Obtrusive Light - Ill	Fc	0.00	0.0	0.0	N.A.	N.A.

Consultant

THE MORSE GROUP

BELOIT, WI 608.229.0170 - FREEPORT, IL 815.266.4200 - LAS VEGAS, NV 702.257.4400

Beloit Office:
1390 Gateway Boulevard
Beloit, WI 53511
Main Phone: 608-299-0180
Fax Number: 608-299-0175
www.themorsegroup.com

Revisions

No.	Date	Description
-----	------	-------------

Date:	11/12/19
PIC / AIC:	SJB
Drawn By:	JPD
Checked By:	MAW
Document Phase:	PLAN REVIEW
Comm. No.:	55806

Project Title

Epic

WORKSHOP

Release

PLAN REVIEW

Sheet Title

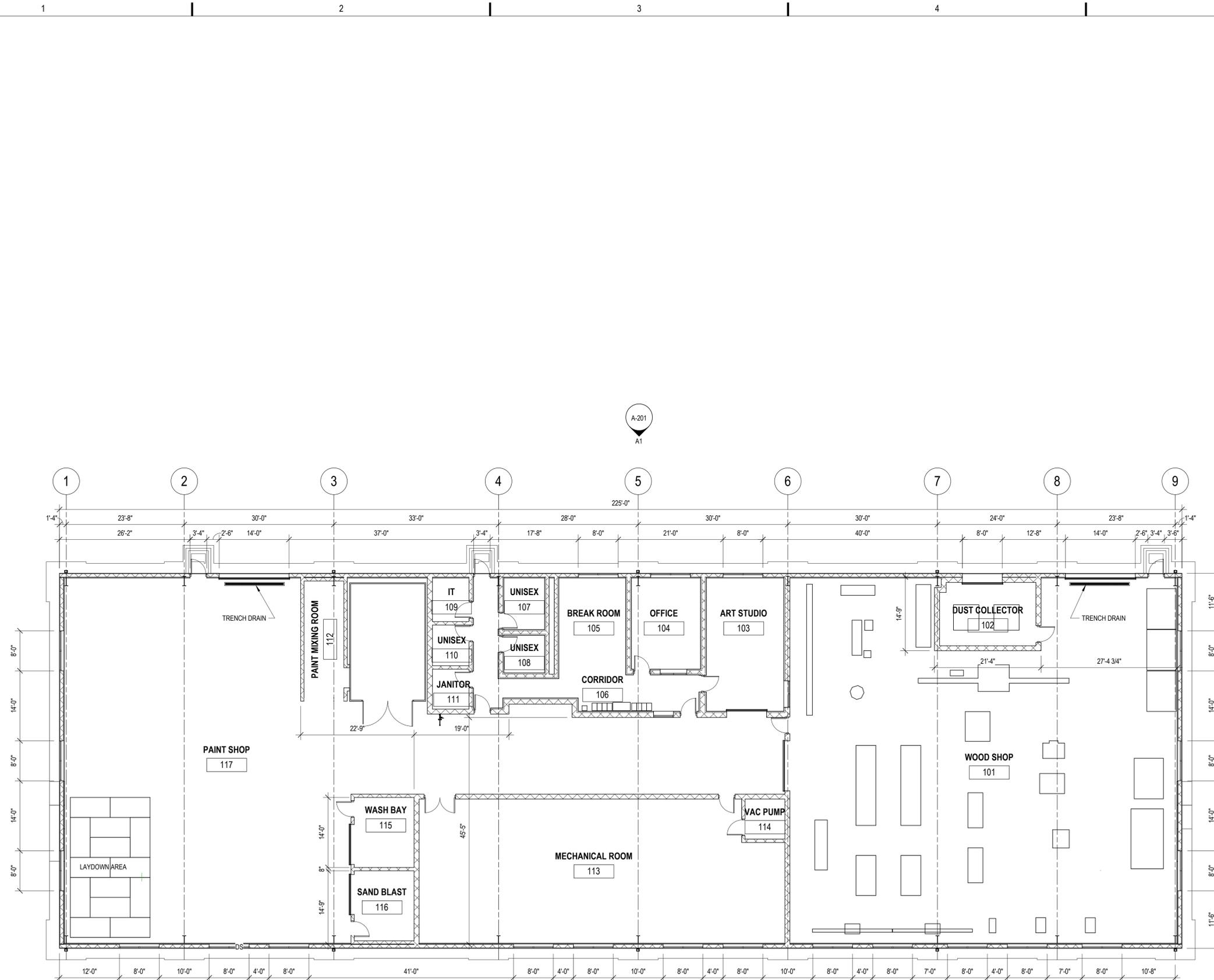
SITE PHOTOMETRICS

Sheet Number

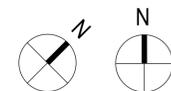
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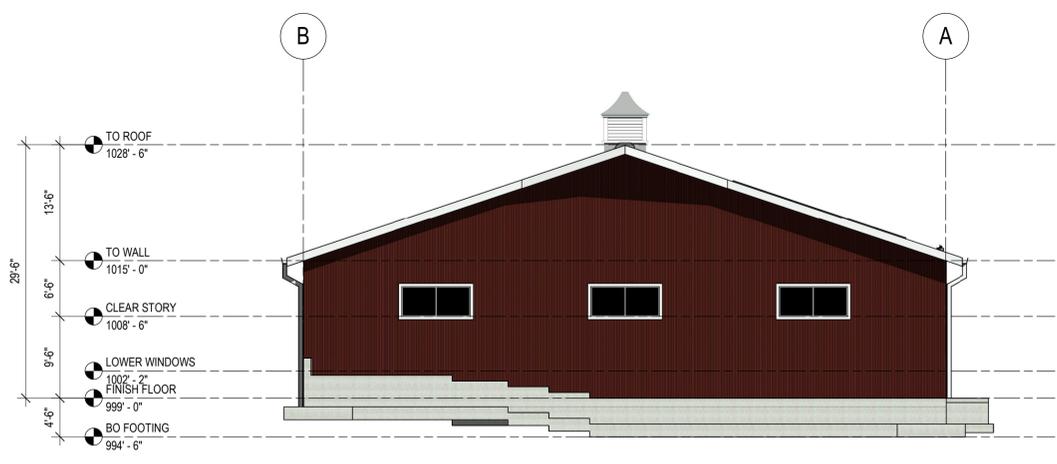
Copyright © 2019 by The Morse Group (All Rights Reserved)
11/14/2019 7:08:06 AM

NOT FOR CONSTRUCTION



A1 FLOOR PLAN - OVERALL
3/32" = 1'-0"

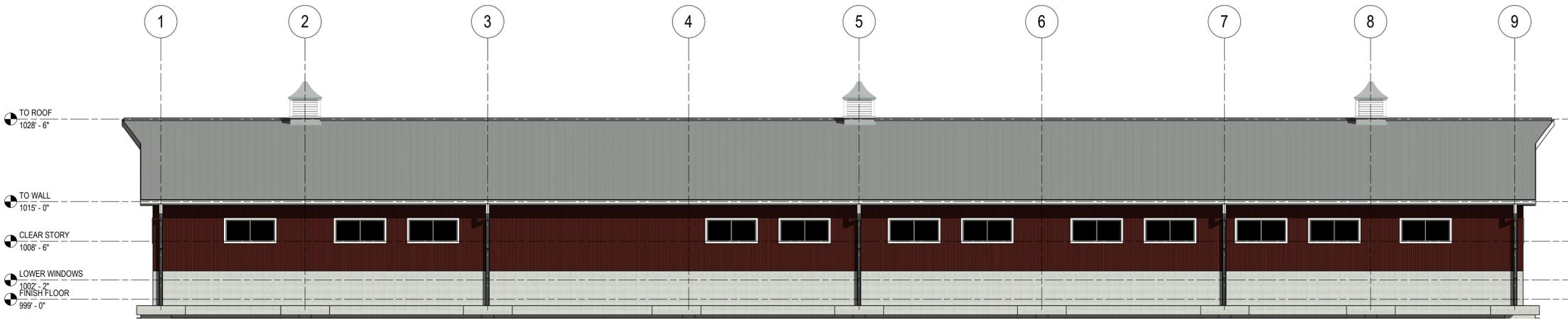




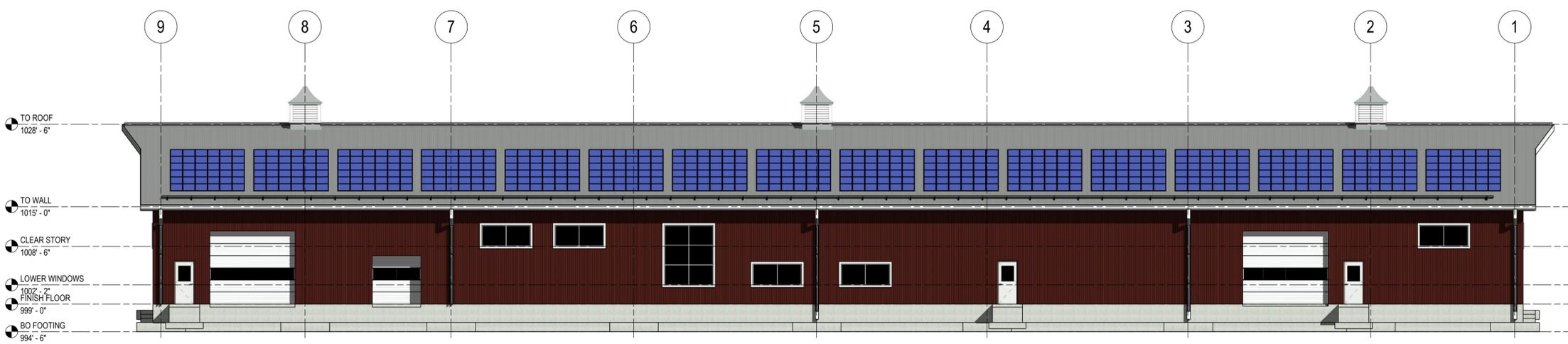
C1 EAST ELEVATION
3/32" = 1'-0"



C4 WEST ELEVATION
3/32" = 1'-0"



B1 SOUTH ELEVATION
3/32" = 1'-0"



A1 NORTH ELEVATION
3/32" = 1'-0"

NOT FOR CONSTRUCTION

1

2

3

4

5



PHOTO RENDERING - DRONE VIEW



PHOTO RENDERING - COUNTRY VIEW RD.

GRAEF

5126 West Terrace Drive,
Suite 111
Madison, WI 53718-8346
608 / 242 1550
608 / 242 0787 fax

www.graef-usa.com

CLIENT:
EPIC

PROJECT TITLE:
WOOD SHOP

PROJECT ADDRESS
ISSUE:

NOT FOR CONSTRUCTION

PROJECT INFORMATION:

PROJECT NUMBER: 2019-5012.00
DATE: 11/21/19
DRAWN BY: JDJ
CHECKED BY:
APPROVED BY:
SCALE: AS NOTED

SHEET TITLE:
RENDERINGS

SHEET NUMBER:

A-901

11/22/2019 12:33:00 PM

1

2

3

4

5

**CITY OF VERONA
RESOLUTION NO. R-20-004**

**A RESOLUTION APPROVING A CERTIFIED SURVEY MAP TO
DEDICATE RIGHT-OF-WAY AT 142 PAOLI STREET**

WHEREAS, the owner of the proposed lots is proposing to dedicate right-of-way at 142 Paoli Street; and

WHEREAS, it is in the public interest to create the lot; and

WHEREAS, the applicant is proposing to create the lot via a certified survey map; and

WHEREAS, the proposed lot will meet all applicable State requirements, setback requirements, and lot area and width requirements; and

NOW, THEREFORE, BE IT RESOLVED, that a certified survey map be approved to dedicate right-of-way at 142 Paoli Street.

Passed, signed and dated this 10th day of February, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

Planning Report

City of Verona

Plan Commission 2-3-2020

142 Paoli Street CSM

Certified Survey Map

Summary: The applicant has submitted as certified survey map (CSM) to dedicate additional right-of-way to be used for the new high school transportation improvements located at 142 Paoli Street.

Property Location: 142 Paoli Street

Property Owner: Velocity Mixed Use LLC
Kyle Dumbleton, Managing Member
142 Paoli Street
Verona, WI 53593

Applicant: Verona Area School District (VASD)
Dean Gorrell, Superintendent
700 North Main Street
Verona, WI 53593

Existing Zoning: Urban Residential (UR) with PUD overlay
Existing Land Use: Mixed-use – Commercial and Apartments
Proposed Land Use: Same

Figure 1 - Location Map



142 Paoli Street
Certified Survey Map

Background:

The Applicant is requesting a certified survey map (CSM) for 142 Paoli Street (Property) to dedicate additional right-of-way (ROW) along Paoli Street to accommodate a right turn lane onto South Nine Mound Road providing access to the new high school.

Below is a summary of previous approvals for this Property.

- **June 2016** – Approved a General Development Plan for a 29-unit apartment building with 3,900 square feet of commercial space.
- **September 2016** – Approved a Precise Implementation Plan for a 29-unit apartment building with 3,005 square feet of commercial space with conditions.

The proposed CSM would only affect a portion of the Property fronting Paoli Street.

CSM Review:

The Applicant is requesting approval of a CSM to dedicate approximately 1,891 square feet of ROW that was identified as being needed for transportation improvements for the new high school. The existing parcel is zoned Urban Residential (UR). The building is already constructed and the proposed CSM will not change the structure.

The proposed CSM meets the City's Zoning Ordinance requirements.

Recommendation:

Staff recommends the Plan Commission recommend that the Common Council approve the certified survey map for 142 Paoli Street.

Prepared by: Katherine Holt *KH*
Community Development Specialist

Submitted by: Adam Sayre, AICP *AS*
City Administrator

Memorandum

www.jsdinc.com

To: Adam Sayre, Director of Planning & Development
From: Jessica Vaughn, AICP, JSD Professional Services, Inc.
Re: Velocity Mixed Use LLC CSM for the Dedication of Right-of-way
JSD Project #: 17-8000GEN
Date: January 2, 2020
cc: Velocity Mixed Use LLC, Dean Gorrell, VASD, Hans Justeson, JSD, Karl Kraemer, Huffman Facility Development, Inc.

On behalf of the Verona Area School District (VASD) and Velocity Mixed Use LLC, JSD Professional Services, Inc. (JSD) is requesting a review and comment of the enclosed Certified Survey Map (CSM) for the dedication of additional right-of-way along Paoli Street. The additional right-of-way will accommodate the construction of a right turn lane from Paoli Street onto South Nine Mound Road, providing access to the new Verona Area High School.

We are requesting to present the CSM to the City of Verona Plan Commission at their regular meeting on February 3, 2020.

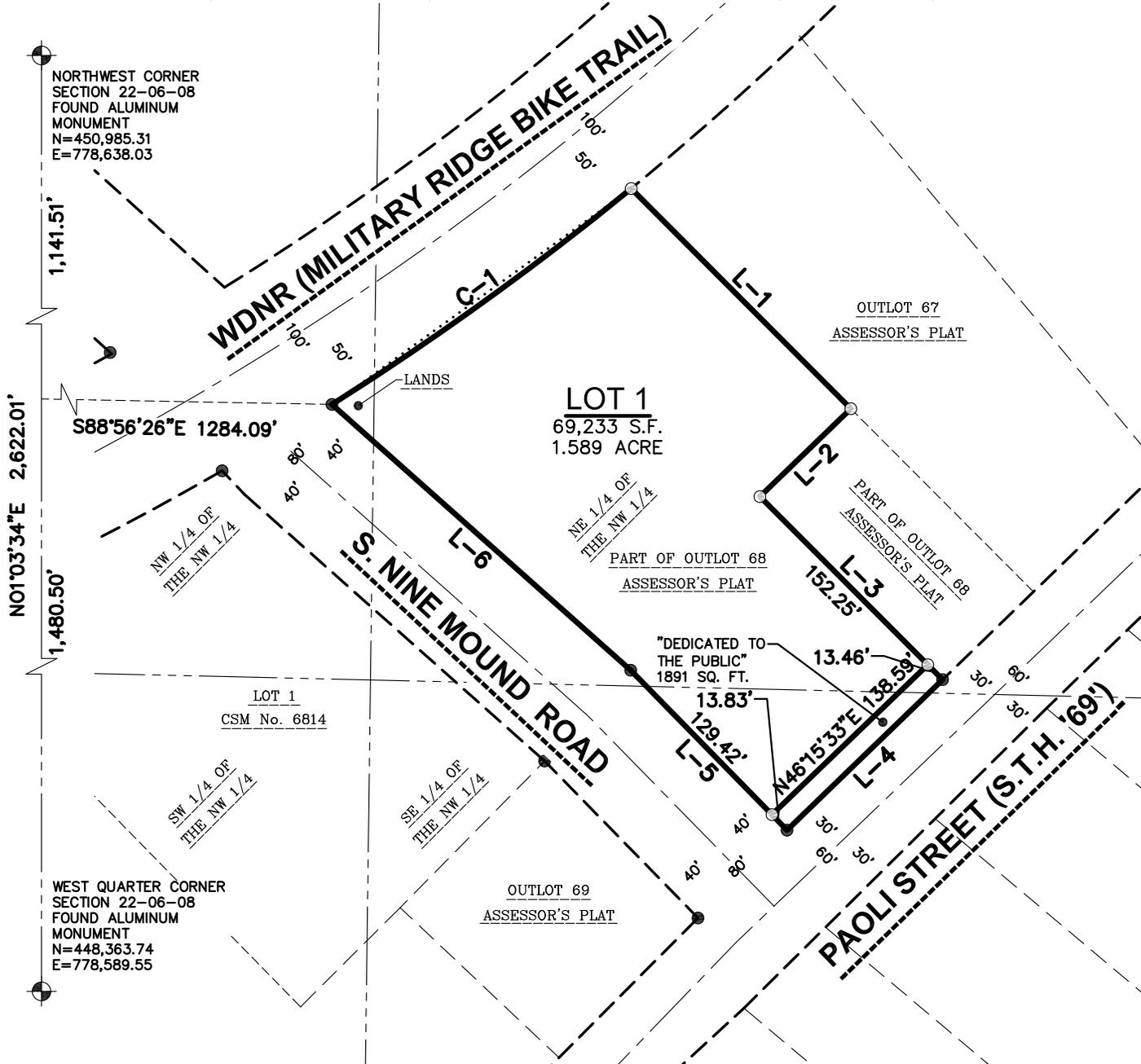
VASD is committed to working with the City to satisfy statutory and ordinance requirements for this request.

Please do not hesitate to contact me with any questions regarding this matter or otherwise.

PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

PART OF OUTLOT 68, ASSESSOR'S PLAT OF THE VILLAGE OF VERONA AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 06 NORTH, RANGE 08 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN



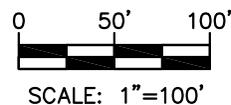
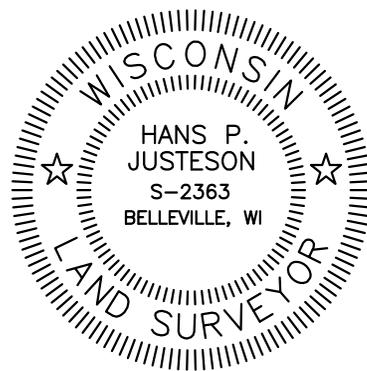
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LEGEND

- GOVERNMENT CORNER
- 3/4" REBAR FOUND
- 3/4" x 24" REBAR SET (1.50 LBS/LF)
- PLAT BOUNDARY
- SECTION LINE
- CHORD LINE
- CENTERLINE
- RIGHT-OF-WAY LINE
- PLATTED LOT LINE
- BUILDING
- CONCRETE CURB & GUTTER

NOTES

1. FIELD WORK PERFORMED ON NOVEMBER 07, 2018.
2. BEARINGS FOR THIS SURVEY AND MAP ARE REFERENCED TO THE WISCONSIN COUNTY COORDINATE SYSTEM, (DANE COUNTY). THE WEST LINE OF THE NORTHWEST QUARTER OF SECTION 22-06-08, RECORDED AS N01°03'34"E.
3. SEE SHEET 2 FOR LINE AND CURVE TABLES.



SURVEYED BY:

JSD Professional Services, Inc.
Engineers • Surveyors • Planners
MADISON REGIONAL OFFICE
161 HORIZON DRIVE, SUITE 101
VERONA, WISCONSIN 53593
P. 608.848.5060

SURVEYED FOR:

**VERONA AREA
SCHOOL DISTRICT**
700 N. MAIN STREET
VERONA, WI 53593

PROJECT NO: 17-8000

FIELDBOOK/PG: -

SHEET NO: 1 OF 5

SURVEYED BY: -

DRAWN BY: JK

CHECKED BY: TJB

APPROVED BY: HPJ

VOL. _____ PAGE _____

DOC. NO. _____

C.S.M. NO. _____

PRELIMINARY

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CURVE TABLE							
CURVE	ARC LENGTH	RADIUS	DELTA	CHORD BEARING	CHORD	TANGENT IN	TANGENT OUT
C-1	236.66'	1960.08'	6°55'05"	N54°18'55"E	236.52'	N57°46'27"E	N50°51'23"E
()	236.66'	1960.08'	6°55'04"	N54°18'17"E	236.52'	-	-

LINE TABLE		
LINE	BEARING	DISTANCE
L-1	S45°04'20"E	199.28'
()	S45°04'58"E	199.28'
L-2	S46°06'00"W	81.02'
()	S46°05'22"W	81.02'
L-3	S45°05'16"E	165.70'
()	S45°04'58"E	165.78'
L-4	S46°06'13"W	138.73'
()	S46°05'22"W	138.78'
L-5	N44°29'00"W	143.26'
()	N44°27'19"W	143.39'
L-6	N48°27'58"W	256.26'
()	N48°28'37"W	256.21'



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SURVEYED BY: JSD Professional Services, Inc. <small>• Engineers • Surveyors • Planners</small> MADISON REGIONAL OFFICE 161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 P. 608.848.5060	SURVEYED FOR: VERONA AREA SCHOOL DISTRICT 700 N. MAIN STREET VERONA, WI 53593	PROJECT NO: <u>17-8000</u> FIELDBOOK/PG: <u>-</u> SHEET NO: <u>2 OF 5</u>	SURVEYED BY: <u>-</u> DRAWN BY: <u>JK</u> CHECKED BY: <u>TJB</u> APPROVED BY: <u>HPJ</u>	VOL. _____ PAGE _____ DOC. NO. _____ C.S.M. NO. _____
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PART OF OUTLOT 68, ASSESSOR'S PLAT OF THE VILLAGE OF VERONA AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 06 NORTH, RANGE 08 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN

LEGAL DESCRIPTION

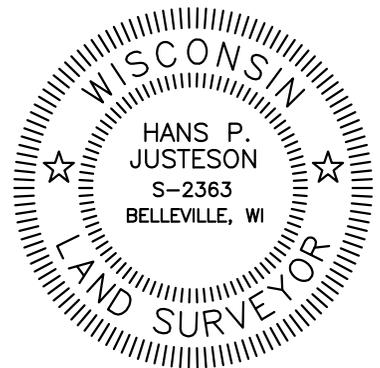
PART OF OUTLOT 68, ASSESSOR'S PLAT OF THE VILLAGE OF VERONA AND PART OF THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER, LOCATED IN THE NORTHEAST QUARTER OF THE NORTHWEST QUARTER, THE SOUTHEAST QUARTER OF THE NORTHWEST QUARTER AND THE NORTHWEST QUARTER OF THE NORTHWEST QUARTER OF SECTION 22, TOWNSHIP 06 NORTH, RANGE 08 EAST, CITY OF VERONA, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE WEST QUARTER CORNER OF SECTION 22, AFORESAID; THENCE NORTH 01 DEGREES 03 MINUTES 34 SECONDS EAST, ALONG THE WEST LINE OF SAID NORTHWEST QUARTER A DISTANCE OF 1,480.50 FEET; THENCE SOUTH 88 DEGREES 56 MINUTES 26 SECONDS EAST, 1,284.09 FEET TO A POINT ON THE CURVING SOUTHEASTERLY LINE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES (MILITARY RIDGE BIKE TRAIL) (WDNR), ALSO BEING THE POINT OF BEGINNING; THENCE ALONG SAID LINE, NORTHEASTERLY 236.66 FEET ALONG AN ARC OF A CURVE TO THE LEFT, HAVING A RADIUS OF 1960.08 FEET, THE CHORD BEARS NORTH 54 DEGREES 18 MINUTES 55 SECONDS EAST, 236.52 FEET; THENCE SOUTH 45 DEGREES 04 MINUTES 20 SECONDS EAST, 199.28 FEET; THENCE SOUTH 46 DEGREES 06 MINUTES 00 SECONDS WEST, 81.02 FEET; THENCE SOUTH 45 DEGREES 05 MINUTES 16 SECONDS EAST, 165.70 FEET TO THE NORTHWESTERLY RIGHT-OF-WAY LINE OF PAOLI STREET (S.T.H. 69); THENCE SOUTH 46 DEGREES 06 MINUTES 13 SECONDS WEST ALONG SAID LINE, 138.73 FEET TO THE NORTHEASTERLY RIGHT-OF-WAY LINE OF SOUTH NINE MOUND ROAD; THENCE NORTH 44 DEGREES 29 MINUTES 00 SECONDS WEST ALONG SAID LINE, 143.26 FEET; THENCE NORTH 48 DEGREES 27 MINUTES 58 SECONDS WEST ALONG SAID LINE, 256.26 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 71,124 SQUARE FEET OR 1.633 ACRES.

SURVEYOR'S CERTIFICATE

I, HANS P. JUSTESON, PROFESSIONAL LAND SURVEYOR S-2363, DO HEREBY CERTIFY THAT BY DIRECTION OF VERONA AREA SCHOOL DISTRICT, I HAVE SURVEYED, DIVIDED, AND MAPPED THE LANDS DESCRIBED HEREON AND THAT THE MAP IS A CORRECT REPRESENTATION IN ACCORDANCE WITH THE INFORMATION PROVIDED. I FURTHER CERTIFY THAT THIS CERTIFIED SURVEY MAP IS IN FULL COMPLIANCE WITH CHAPTER 236.34 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF VERONA, DANE COUNTY, WISCONSIN.



HANS P. JUSTESON, S-2363
PROFESSIONAL LAND SURVEYOR

DATE

CORPORATE OWNER'S CERTIFICATE

VELOCITY MIXED USE LLC, A LIMITED LIABILITY CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS OWNER, DOES HEREBY CERTIFY THAT SAID CORPORATION HAS CAUSED THE LAND DESCRIBED ON THIS CERTIFIED SURVEY MAP TO BE SURVEYED, DIVIDED MAPPED AND DEDICATED AS REPRESENTED HEREON. SAID CORPORATION FURTHER CERTIFIES THAT THIS CERTIFIED SURVEY MAP IS REQUIRED BY S.236.34, WISCONSIN STATUTES TO BE SUBMITTED TO THE CITY OF VERONA FOR APPROVAL.

IN WITNESS WHEREOF, THE SAID VELOCITY MIXED USE LLC HAS CAUSED THESE PRESENTS TO BE SIGNED BY ITS REPRESENTATIVES THIS _____ DAY OF _____, 2020.

VELOCITY MIXED USE LLC

BY: _____

KYLE DUMBLETON, MANAGING MEMBER

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2020, THE ABOVE NAMED KYLE DUMBLETON, REPRESENTATIVE OF THE ABOVE NAMED VELOCITY MIXED USE LLC, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, DANE COUNTY, WISCONSIN

MY COMMISSION EXPIRES

SURVEYED BY: MADISON REGIONAL OFFICE 161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 P. 608.848.5060	SURVEYED FOR: VERONA AREA SCHOOL DISTRICT 700 N. MAIN STREET VERONA, WI 53593	PROJECT NO: <u>17-8000</u> FIELDBOOK/PG: <u>-</u> SHEET NO: <u>4 OF 5</u>	SURVEYED BY: <u>-</u> DRAWN BY: <u>JK</u> CHECKED BY: <u>TJB</u> APPROVED BY: <u>HPJ</u>
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PRELIMINARY

CERTIFIED SURVEY MAP NO. _____

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CONSENT OF CORPORATE MORTGAGEE

STATE BANK OF CROSS PLAINS, A CORPORATION DULY ORGANIZED AND EXISTING UNDER AND BY VIRTUE OF THE LAWS OF THE STATE OF WISCONSIN, AS MORTGAGEE OF THE LANDS DESCRIBED HEREON, HEREBY CONSENTS TO THE SURVEYING, DIVIDING, MAPPING AND DEDICATING OF THE LANDS DESCRIBED IN THE AFFIDAVIT OF HANS P. JUSTESON, WISCONSIN PROFESSIONAL LAND SURVEYOR, S-2363, AND DO HEREBY CONSENT TO THE ABOVE CERTIFICATE OF VELOCITY MIXED USE LLC, OWNER.

WITNESS THE HAND AND SEAL OF STATE BANK OF CROSS PLAINS, MORTGAGEE, THIS _____ DAY OF _____, 2020.

DENNIS HAEFER, VICE PRESIDENT

STATE OF WISCONSIN) SS
DANE COUNTY) SS

PERSONALLY CAME BEFORE ME THIS _____ DAY OF _____, 2020, THE ABOVE NAMED DENNIS HAEFER, REPRESENTATIVE OF THE ABOVE NAMED STATE BANK OF CROSS PLAINS, TO ME KNOWN TO BE THE PERSON WHO EXECUTED THE FOREGOING INSTRUMENT, AND ACKNOWLEDGED THE SAME.

NOTARY PUBLIC, DANE COUNTY, WISCONSIN

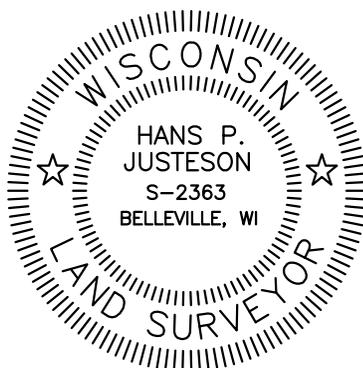
MY COMMISSION EXPIRES

CITY OF VERONA COMMON COUNCIL APPROVAL CERTIFICATE

RESOLVED THAT THIS CERTIFIED SURVEY MAP LOCATED IN THE CITY OF VERONA WAS HEREBY APPROVED BY RESOLUTION ADOPTED ON THIS _____ DAY OF _____, 2019 AND THAT SAID RESOLUTION FURTHER PROVIDED FOR THE ACCEPTANCE OF THOSE LANDS AND RIGHTS DEDICATED BY SAID CERTIFIED SURVEY MAP TO THE CITY FOR PUBLIC USE.

ON THIS _____ DAY OF _____, 2020

ELLEN CLARK, CITY CLERK
CITY OF VERONA, WISCONSIN



OFFICE OF THE REGISTER OF DEEDS

_____ COUNTY, WISCONSIN

RECEIVED FOR RECORD _____

20 ____ AT _____ O'CLOCK ____ M

AS DOCUMENT # _____

IN VOL. _____ OF CERTIFIED

SURVEY MAPS ON PAGE(S) _____

REGISTER OF DEEDS

SURVEYED BY: JSD Professional Services, Inc. <small>Engineers • Surveyors • Planners</small>	SURVEYED FOR: VERONA AREA SCHOOL DISTRICT	PROJECT NO: <u>17-8000</u>	SURVEYED BY: <u>—</u>
MADISON REGIONAL OFFICE 161 HORIZON DRIVE, SUITE 101 VERONA, WISCONSIN 53593 P. 608.848.5060	700 N. MAIN STREET VERONA, WI 53593	FB/PG: <u>—</u>	DRAWN BY: <u>JK</u>
		SHEET NO: <u>5 OF 5</u>	CHECKED BY: <u>TJB</u>
			APPROVED BY: <u>HPJ</u>

ORDINANCE NO. 20-956

AN ORDINANCE ANNEXING THE HEREIN DESCRIBED PROPERTY TO THE CITY OF VERONA, DANE COUNTY, WISCONSIN

The Common Council of the City of Verona, Dane County, State of Wisconsin, by at least a two-thirds (2/3) vote of its members, does hereby ordain as follows:

Section 1. Territory Annexed.

In accordance with Section 66.0217 of the Wisconsin Statutes the following described territory contiguous to the City of Verona and located in the Town of Verona, Dane County, Wisconsin is hereby annexed to the City of Verona:

LEGAL DESCRIPTIONS AS SURVEYED IN THE TOWN OF VERONA, DANE COUNTY, STATE OF WISCONSIN

LANDS TO BE ANNEXED TO THE CITY OF VERONA

Being part of 515 W. Verona Avenue a parcel of land located in part of the southeast quarter (SE ¼) of the southeast quarter (SE ¼) of Section 16, Township 6 North, Range 8 East, Town of Verona, Dane County, Wisconsin, described as follows:

Commencing at the Southeast corner of Section 16, Township 6 North, Range 8 East; Thence N 1°14'26" W, 3.21 feet; Thence N 88°45'34" W, 405.93 feet; Thence N 1°14'26" W, 12.81 feet; Thence N89°37'27" W, 257.39 feet; Thence N 1°14'26" W, 221.50 feet; Thence N 56°42'26" W, 17.00 feet to the southerly right of way of Half Mile Road and the Point of Beginning; Thence N22°10'26" W, 25.97 feet; Thence N 43°06'19" E, 16.91 feet; Thence N 67°40'11" E, 288.04 feet; Thence S1°14'26" E, 35.37 feet; Thence S67°40'11" W, 290.76 feet to the Point of Beginning.

The described parcel contains 9,750 square feet, more or less (0.224 acres). Intending to include all lands of the Town of Verona located within the parcel at 515 West Verona Avenue.

Said parcel is contiguous to the City of Verona, subject to any and all easements and/or right of ways of record. Said parcel contains zero (0) electors and has a population of zero (0).

Section 2. Effect of Annexation.

From and after the date of this Ordinance, the territory described in Section 1 shall be a part of the City of Verona, Dane County, Wisconsin for any and all purposes provided by law and all persons coming to or residing within such territory shall be subject to all ordinances, rules and regulations governing the City of Verona. Per Chap.

66.0217(14)(a)1 the City of Verona agrees to pay annually to the Town of Verona, for five (5) years, an amount equal to the amount of property taxes that the Town of Verona levied on the annexed territory, as shown on the tax roll under s. 70.65, in the year in which the annexation is final.

Section 3. Temporary Zoning Classification.

Upon recommendation by the Plan Commission, the territory annexed to the City of Verona by this Ordinance is temporarily designated to be a part of the following district of the City for zoning purposes and subject to all provisions of the zoning ordinance of the City of Verona relating to such district classification and to zoning in the City: Rural Agriculture.

Section 4. Voting Districts.

The territory annexed shall be within the following voting districts:

- (a) Aldermanic Districts No. 1
- (b) Wards No. 8
- (c) Dane County Supervisory District No. 32

Section 5. Severability.

If any provision of this Ordinance is invalid or unconstitutional, or if the application of this Ordinance to any person or circumstances is invalid or unconstitutional, such invalidity or unconstitutionality shall not affect the other provisions or applications of this Ordinance which can be given effect without the invalid or unconstitutional provision or application.

Section 6. Effective Date.

This Ordinance shall not be effective and, therefore, the territory described in Section 1 shall not be considered annexed to the City until all fees associated with the annexation and the Morningside Boulevard road agreement including legal, engineering, etc. shall be paid, and the City of Verona acquires the annexed property. The City Council hereby declares that it would not have adopted this Ordinance without the language and contingencies contained within this paragraph. Following satisfaction of the earlier of the contingencies identified in this paragraph, this Ordinance shall be effective upon publication as required by law.

Luke Diaz, Mayor

Ellen Clark, City Clerk

Date Enacted: 02-10-2020
Date Published: 02-10-2020

ORDINANCE NO. 20-957

AN ORDINANCE REZONING THE HEREIN DESCRIBED PROPERTY IN THE CITY OF VERONA

The Common Council of the City of Verona, Dane County, State of Wisconsin, does hereby ordain as follows:

1. That Section 13-1-42, "Zoning Map" of Title 13, Chapter 1 "Zoning Code", of the Code of Ordinances of the City of Verona be amended by repealing the existing zoning of Rural Agricultural (RA) and assigning the zoning classification of Urban Commercial to for 0.224-acres at 515 West Verona Avenue.
2. That the City Clerk is directed to forthwith make the above change in the zoning district boundaries on the official map of the City of Verona pursuant to Section 13-1-42 of the City ordinances after passage and publication as required by law.

The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on February 10, 2020.

CITY OF VERONA

Luke Diaz, Mayor

(seal)

Ellen Clark, City Clerk

ENACTED: 02-10-2020

PUBLISHED: 02-13-2020

Planning Report

City of Verona

Plan Commission 2-3-2020

515 W. Verona Ave.

Annexation and Zoning Map Amendment

Summary: The Applicant has submitted a request for an annexation of 0.224-acres and zoning map amendment for 515 West Verona Avenue.

Property Location: 515 West Verona Avenue

Property Owner: Verona Hotel Group LLC
230 Horizon Drive, Suite 102 B
Verona, WI 53593

Applicant: Same

Existing Zoning: Town Zoning – Heavy Commercial (HC)
Proposed Zoning: Urban Commercial (UC)
Existing Land Use: Hotel
Proposed Land Use: Hotel

Figure 1 – Location Map



Red shows the area to be annexed and rezoned

Background:

The Applicant is requesting annexation from the Town of Verona to the City of Verona allowing the existing hotel to be located in one jurisdiction. The annexation would correct a mapping error.

Annexation and Rezoning Review:

The Property is surrounded by the City of Verona and is in the Urban Service Area. The Comprehensive Plan is silent regarding this Property as well as the Town of Verona's Comprehensive Plan.

Wisconsin State Statutes require that the Department of Administration (DOA) review all proposed annexations. The annexation petition (MBR 14283) is under review at the time of the completed staff report.

Consistent with State law, the Applicant is required to pay the Town of Verona any taxes for the one (1) parcel being annexed to the City. The City will be paying the Town the amount of taxes.

Zoning:

Section 13-1-61 of the City's Zoning Ordinance requires all lands annexed to the City to initially be zoned Rural Agriculture (RA). The Applicant is requesting to rezone the Property to Urban Commercial (UC) to be consistent with the other parcel's zoning.

Rezoning Findings:

The City's Zoning Ordinance requires the Zoning Administrator review the proposed rezoning to ensure the request is in harmony with the recommendations of the City of Verona Master Plan (Sec. 13-1-362). A summary of this review is below.

- a. *How does the proposed Official Zoning Map amendment further the purposes of this Chapter as outlined in Section 13-1-5 and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA)?*

The proposed zoning map amendment will accomplish several of the purposes listed in the Zoning Ordinance including the promotion of health, and general welfare. Staff finds the proposed rezoning conforms to the requirements of the DNR and FEMA.

- b. *Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?*
 - 1. *The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;*

2. *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.);*
3. *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;*
4. *Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.*

The current zoning maps needs to be amended due to above #2.

- c. *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 proposed amendment maintains the desired consistency of land uses, land use intensities, and land use impacts as the neighboring area is built as well as the hotel on the Property.

Recommendation:

Staff recommends the following Plan Commission action:

1. Recommend that the Common Council approve the request to annex approximately 0.224-acres of land to the City of Verona.
2. Recommend that the Common Council approve the zoning map amendment to rezone 0.224-acres of land from Rural Agriculture to Urban Commercial.

Prepared by: Katherine Holt *KH*
Community Development Specialist

Submitted by: Adam Sayre, AICP *AS*
City Administrator

Request for Annexation Review

Wisconsin Department of Administration

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

Petitioner Information

Name: **VERONA HOTEL GROUP LLC**

Address: **230 HORIZON DR**

SUITE 102B

VERONA, WI 53593

Email: **LEE@FISCHLCONSTRUCTION.COM**

Office use only:

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

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

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: **0.224**

6. Tax parcel number(s) of territory to be annexed
(if the territory is part or all of an existing parcel): **062/0608-164-9820-0**

Petitioners phone:

Town clerk's phone:

608-845-7187

City/Village clerk's phone:

608-848-9947

Contact Information if different than petitioner:

Representative's Name and Address:

Surveyor or Engineering Firm's Name & Address:

AECOM

RODERICK STEEGE, PLS

1350 DEMING WAY, SUITE 100

MIDDLETON, WI 53562

Phone:

Phone: **608 828 8163**

E-mail:

E-mail:

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

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

Petition for Annexation

Now comes the undersigned, pursuant to Wisconsin Statutes 66.0217(2) and petitions the City of Verona, Dane County, and the State of Wisconsin as follows:

1. The undersigned are all the owners/purchasers of all of the real property described in the attached map.
2. The undersigned hereby petition and request the territory described in the attached map be directly annexed to the City of Verona, Dane County, State of Wisconsin.
3. Undersigned further petition and request that an annexation Ordinance for the annexation of the above described territory be enacted by the governing body of the City of Verona, Dane County, State of Wisconsin in accordance with the Wisconsin Statute Section 66.0214, forthwith.
4. A scale map of the property to be annexed showing the boundaries of such territory and the relation to the municipality to which annexation is requested, is attached hereto and incorporated by reference in this petition.
5. The current population of the territory to be annexed is zero (0).
6. The undersigned further petitions that upon annexation the territory so annexed as "Urban Commercial".
7. The undersigned state and affirm their unanimous approval of the proposed annexation.



12.17.19

Lee Fischl, Verona Hotel Group, LLC

ANNEXATION DESCRIPTION

BEING PART OF 515 W. VERONA AVENUE.

**LOCATED IN PART OF THE SOUTHEAST QUARTER OF THE SOUTHEAST QUARTER OF SECTION 16,
TOWNSHIP 6 NORTH, RANGE 8 EAST, TOWN OF VERONA, DANE COUNTY, WISCONSIN**

Commencing at the Southeast corner of Section 16, Township 6 North, Range 8 East;

Thence N 1°14'26" W, 3.21 feet;

Thence N 88°45'34" W, 405.93 feet;

Thence N 1°14'26" W, 12.81 feet;

Thence N89°37'27" W, 257.39 feet;

Thence N 1°14'26" W, 221.50 feet;

Thence N 56°42'26" W, 17.00 feet to the southerly right of way of Half Mile Road and the Point of Beginning;

Thence N22°10'26" W, 25.97 feet;

Thence N 43°06'19" E, 16.91 feet;

Thence N 67°40'11" E, 288.04 feet;

Thence S1°14'26" E, 35.37 feet;

Thence S67°40'11" W, 290.76 feet to the Point of Beginning.

Containing 0.224 acres, 9750 square feet, more or less.

Intending to include all lands of the Town of Verona located within the parcel at 515 W. Verona Ave.

EXHIBIT "A"

PART OF 515 W. VERONA AVENUE TO BE ANNEXED TO THE CITY OF VERONA. LOCATED IN PART OF THE SE 1/4, SECTION 16, TOWN 6 NORTH, RANGE 8 EAST. TOWN OF VEROINA, DANE COUNTY, WIASONSIN

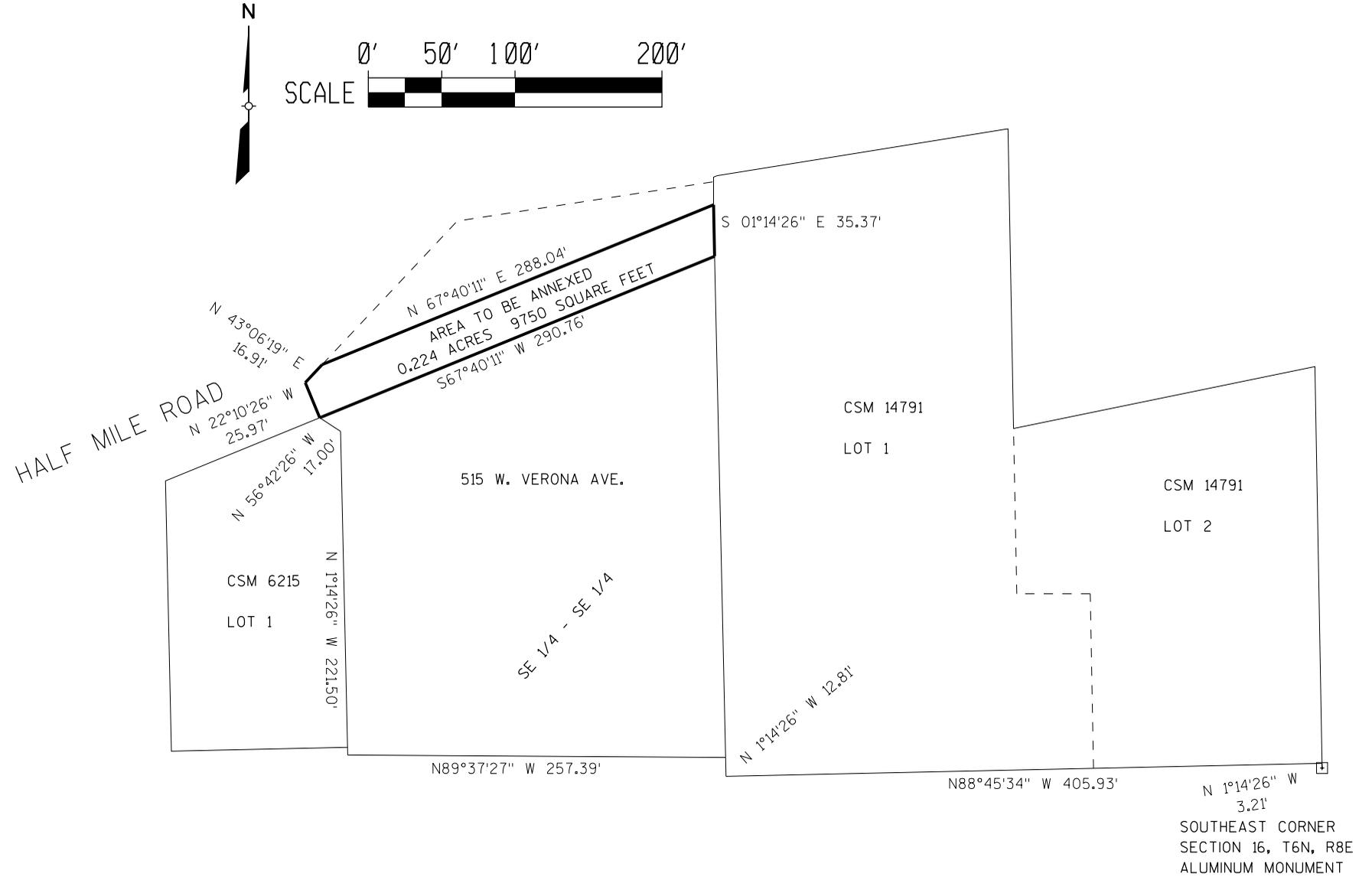
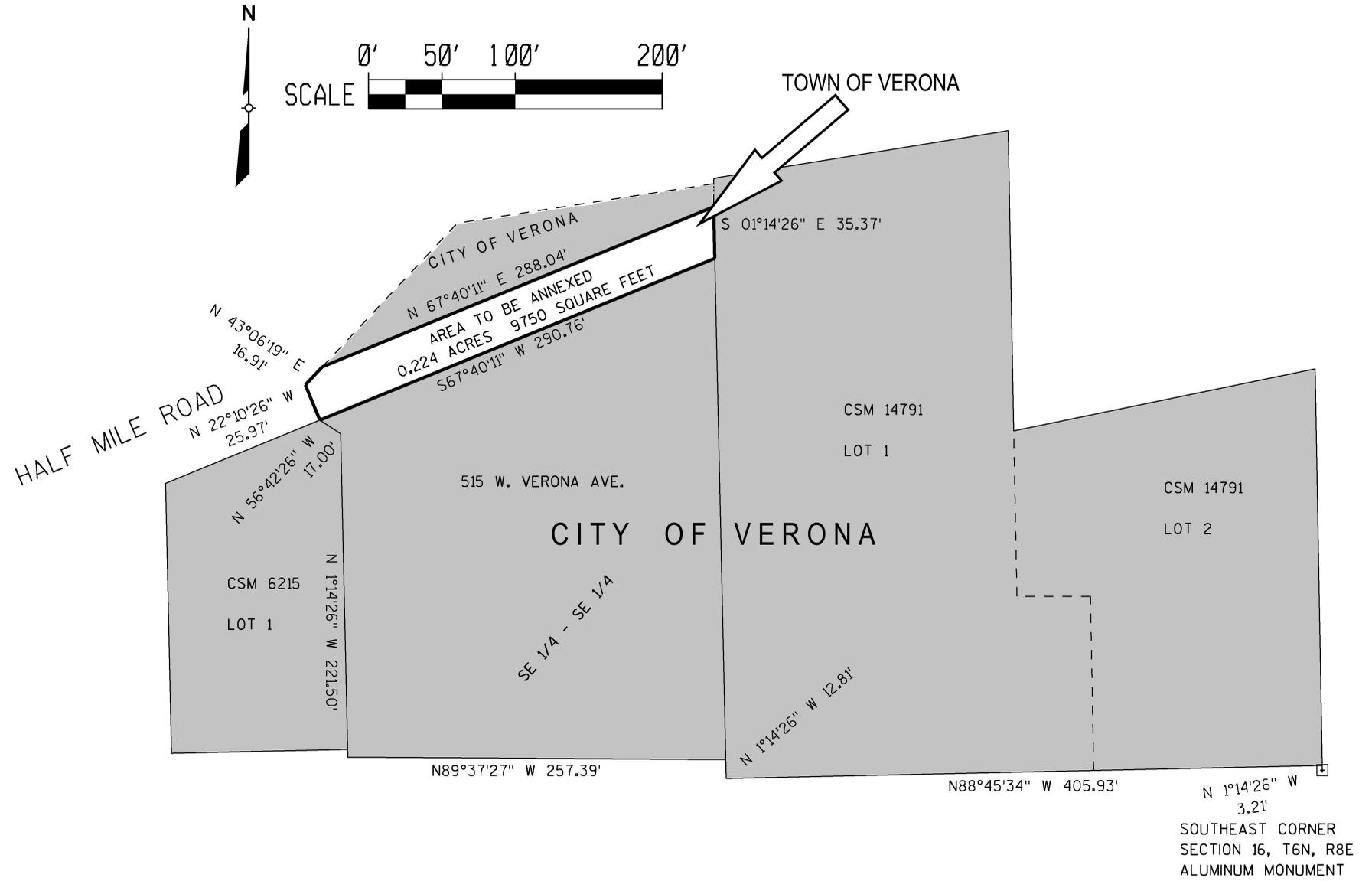


EXHIBIT "B"

PART OF 515 W. VERONA AVENUE TO BE ANNEXED TO THE CITY OF VERONA. LOCATED IN PART OF THE SE 1/4, SECTION 16, TOWN 6 NORTH, RANGE 8 EAST. TOWN OF VERONA, DANE COUNTY, WISCONSIN



**CITY OF VERONA
RESOLUTION NO. R-20-005**

**A RESOLUTION APPROVING A FINAL PLAT
FOR THE WOODS AT CATHEDRAL POINT PLAT
CREATING 158 LOTS AND 7 OUTLOTS**

WHEREAS, the proposed final plat would create 158 lots and 7 outlots located at the southeast corner of County Highway M and Range Trail; and

WHEREAS, it is in the public interest to create the aforementioned lots; and

WHEREAS, each of the proposed lots will conform to the Zoning Ordinance requirements and General Development Plan; and

WHEREAS, the Plan Commission reviewed the final plat on February 3, 2020 and recommended approval of the final plat with the following condition:

1. The final plat shall be modified to have private alleys labeled as fire lanes.
2. The final plat shall become effective upon annexation of the property.
3. The final plat shall become effective upon the execution of a development agreement.

NOW, THEREFORE, BE IT RESOLVED that the City of Verona Common Council approves the final plat for the Woods at Cathedral Point Plat to create 158 lots and 7 outlots located at the southeast corner of County Highway M and Range Trail with the recommended Plan Commission conditions.

Passed, signed and dated this 10th day of February, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

**CITY OF VERONA
RESOLUTION NO. R-20-006**

**RESOLUTION APPROVING A GENERAL DEVELOPMENT PLAN
LOCATED IN THE SOUTHEAST CORNER OF COUNTY HIGHWAY M AND RANGE
TRAIL THAT WOULD ALLOW FOR THE CONSTRUCTION
OF 139 SINGLE-FAMILY DETACHED HOMES, 18 TWIN HOMES,
AND 100 MULTI-FAMILY UNITS**

WHEREAS, a developer is proposing to construct 101 street accessed single-family, eighteen (18) twin homes, thirty-eight (38) alley accessed single-family homes, and 100 multifamily units on 53-acres in the southeast corner of County Highway M and Range Trail in the Woods at Cathedral Point; and

WHEREAS, the property Applicant has requested approval of the proposed General Development Plan to construct the development; and

WHEREAS, the Plan Commission held a public hearing on the proposed GDP on February 3, 2020 and voted to recommend approval with the following conditions:

1. The General Development Plan shall become effective upon the execution of a development agreement.
2. The General Development Plan shall become effective upon annexation of the property.

NOW, THEREFORE, BE IT RESOLVED that the City of Verona Common Council approves the General Development Plan to allow for the construction of 101 street accessed single-family, eighteen (18) twin homes, thirty-eight (38) alley accessed single-family homes, and 100 multifamily units in the Woods at Cathedral Point with the recommended Plan Commission conditions.

Passed, signed and dated this 10th day of February, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

ORDINANCE NO. 20-958

AN ORDINANCE REZONING THE HEREIN DESCRIBED PROPERTY IN THE CITY OF VERONA

The Common Council of the City of Verona, Dane County, State of Wisconsin, does hereby ordain as follows:

1. That Section 13-1-42, "Zoning Map" of Title 13, Chapter 1 "Zoning Code", of the Code of Ordinances of the City of Verona be amended by repealing the existing zoning of Rural Agricultural (RA) on the described parcels in the City of Verona and assigning the following zoning classification to the following lots within the Woods at Cathedral Point:

Lot 35	Urban Residential
Lots 31 – 34	Mixed Residential
Lots 46 – 59	Mixed Residential
Lots 1 - 30	Neighborhood Residential
Lots 36 – 45	Neighborhood Residential
Lots 60 – 158	Neighborhood Residential
Outlots 1, 2, 3, 4, and 6	Public Institutional

2. The Zoning Map Amendment shall become effective upon satisfaction of the following conditions:
 - a. The zoning map amendment shall become effective upon the execution of a development agreement.
 - b. The zoning map amendment shall become effective upon annexation of the property.
 - c. For the property zoned UR, the property owner shall install and maintain a multi-family notification sign as outlined in the City's Residential Development Policy.
3. That the City Clerk is directed to forthwith make the above change in the zoning district boundaries on the official map of the City of Verona pursuant to Section 13-1-42 of the City ordinances after passage and publication as required by law.

The foregoing ordinance was duly adopted by the Common Council of the City of Verona at a meeting held on February 10, 2020.

CITY OF VERONA

Luke Diaz, Mayor

(seal)

Ellen Clark, City Clerk

ENACTED: 02-10-2020

PUBLISHED: 02-13-2020

Planning Report

City of Verona

Plan Commission 2-3-2020

The Woods at Cathedral Point

General Development Plan, Final Plat, & Zoning Map Amendment

Summary: The Applicant has submitted a request for a General Development Plan (GDP), final plat, and zoning map amendment (ZMA) review of a 53-acre development that would allow for the construction of 100-unit multi-family units on approximately four (4) acres, eighteen (18) twin homes, thirty-eight (38) alley accessed single-family homes, and 101 street accessed single-family homes.

Property Location: Southeast corner of County Highway M and Range Trail

Property Owner: Lois Gust
585 Whalen Road
Verona, WI 53593

Applicant: Brian Munson – Vandewalle & Associates Inc.
120 East Lakeside Street
Madison, WI 53715

Existing Zoning: Agriculture Transition (A-3) in the Town of Verona
Proposed Zoning: Urban Residential (UR), Neighborhood Residential (NR) & Mixed Residential (MR) with a Planned Unit Development (PUD) Overlay Zone

Existing Land Use: Farmland
Proposed Land Use: Residential

Figure 1 - Location Map



The Woods at Cathedral Point
GDP, ZMA, & Final Plat

Site Description:

The Applicant is requesting a General Development Plan (“GDP”) review (“Application”) to develop and rezone (“ZMA”) approximately 53-acres of land with approximately 100-unit multi-family units on approximately four (4) acres of land, eighteen (18) twin homes, thirty-eight (38) alley accessed single-family homes, 101 street accessed single-family homes to be located south of County Highway M (“CTH M”), east of Range Trail, and west of the Ice Age National Scenic Trail (“Property”), which is currently zoned agriculture transition (AT-35), low density rural residential (RR-1), and single-family residential (SFR-08) within the Town of Verona. The Property currently has two (2) houses and various farm structures that would be removed as part of the development. Access to the homes and farm structures are provided by two (2) separate existing driveways from Range Trail and from County Highway M. Surrounding land uses include single-family residential, farmland, the Ice Age National Scenic Trail, and the future Public Works Department building.

Approvals:

In September of 2019, the Common Council approved annexing 53-acres of land into the City of Verona with the following conditions:

- a. The annexation shall become effective upon execution of an annexation agreement.
- b. The annexation shall become effective upon VH RG Land, LLC acquiring the property.

In addition, the Common Council approved the Preliminary Plat for the Woods at Cathedral Point with the condition that the preliminary plat shall become effective upon the annexation of the property.

Background:

In May of 2019, the Plan Commission discussed the initial concept review for the Woods at Cathedral Point as depicted in Figure 2. Comments from the Plan Commission included concerns with a five (5)-foot side yard setback due to stormwater, positive feedback for the idea of the alleys, but need more discussion regarding public or private alleys, more green space to open up for play areas, and more density with twin-homes. Comments



Figure 2 - Plan presented in May of 2019

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

from the Common Council included concerns with a five (5)-foot side yard setback due to stormwater, snow removal, and run-off, where will the less expensive housing be located and are the multi-family buildings included in the more affordable housing range, more green space, mixed-use commercial development along CTH M, is there an area for snow dumping within the development, and street parking at the central green space.

In July of 2019, the Plan Commission and the Common Council approved an Urban Service Area (“USA”) amendment to add approximately 39-acres of land. The Capital Area Regional Plan Commission (“CARPC”) held a public hearing on August 8, 2019 to discuss the USA amendment and approved the USA amendment at their September meeting.

In September of 2019, the Plan Commission and the Common Council reviewed the Concept Plan and approved the Preliminary Plat as depicted in Figure 3. Comments from the Plan Commission included questions if the alleys should be private and verify that the widths are sufficient for emergency services, others preferred public alleys, concerns regarding on street parking on Range Trail with increased traffic volumes, glad that there are homes fronting the open space, would like homes to be priced in the \$200,000 range, questions regarding side yard setbacks and adjustments to the house size, and questions regarding stormwater management. Comments from the Common Council included housing diversity and price points, possible safety and stormwater concerns with decrease side yard setbacks, accessibility to the Ice Age Trail, public versus private roadways, homeowners association, parking on the alleyways, and the definition of “attainably priced”.

Development Process:

Development for this Property will have to go through the following development process and meet all of the requirements prior to receiving a building permit. Some of these steps may occur concurrently.

- **Annexation** – The Property was approved to be annexed contingent upon the Applicant purchasing the Property.



Figure 3 - Concept Plan presented September 2019

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

- **Zoning** – Once the land is annexed into the City of Verona, the land will be zoned Rural Agricultural (RA-35). The Applicant would need to apply for a zoning map amendment to change the RA-35 zoning district to a zone that would be comparable to the type of land use that an applicant propose, which is part of this application.
- **Planned Unit Development (“PUD”)** – This is necessary as zoning exemptions are required for the project, which includes a four step review process.
 - *Step 1 – Pre-Application Conference:* The applicant discusses the project with Staff prior to moving on to the Plan Commission. Staff provides the applicant with initial comments on the plan, which was completed and is ongoing.
 - *Step 2 - Concept Plan:* An applicant would create a plan that shows conceptually how the Property would be laid out with transportation (i.e. roads, paths, etc.), stormwater management areas, parkland dedication, buildings (placement and design), and various land uses. This is a way to gain feedback from Planning Staff and the Plan Commission to determine if there is consensus on the concept, which is the current Application.
 - *Step 3 – General Development Plan (GDP):* The intent of the GDP is provide general, but more detailed than the concept plan, about the proposed development. A public hearing is held before the Plan Commission. The City notifies all properties, with a letter, that are located within 200-feet of the property that is requesting the GDP. The Plan Commission makes a recommendation to the Common Council. If the GDP is approved, this step provides the zoning entitlements to the project. The single-family and twin homes development approvals end at this step.
 - *Step 4 – Precise Implementation Plan (PIP):* The final step in the PUD process is the final approval of all plans including site plan, landscaping, stormwater, photometric plans, building design, etc. A public hearing is held before the Plan Commission. The City notifies all properties, with a letter, that are located within 200-feet of the property that is requesting the PIP. The Plan Commission makes a recommendation to the Common Council. If the PIP is approved, the applicant can proceed to obtain building permits and start construction of the project. The multi-family building would have a PIP and public hearing.
- **Site Plan** – An applicant would create a site plan that contains details for a written description, location map, property map, landscaping plan, grading and erosion control plan, elevation drawings, and photometric plan to name a few to go before the Plan Commission for their approval.

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

- **Land Division** – An applicant will need to submit a plat to subdivide the property. The final plat is currently part of this Application and will go before the Plan Commission and the Common Council for their approvals.

Planning Review:

Lots:

The Applicant is proposing a total of 158 lots that include 100-unit multi-family units on approximately four (4) acres of land with an anticipated zoning of Urban Residential (UR), eighteen (18) twin homes with an anticipated zoning of Mixed Residential (MR), thirty-eight (38) alley accessed single-family homes, and 101 street accessed single-family homes with an anticipated zoning of Neighborhood Residential (NR) as depicted in Figure 4. The Applicant is proposing six (6) outlots to be used for public open space, parkland, stormwater management, trail access, and alleys and an outlot for private space to be used for cluster mailboxes.

For the single-family lots in the NR zone, the smallest lot size will be 3,700 square feet while the largest lot will be 11,965 square feet. The smallest outlot will be 400 square feet for the cluster mailboxes and the largest at 273,766 square feet (6.3 acres). The proposed lots do not conform to the minimum lot size and dimensional standards of the NR zoning district. The minimum dimensional standard for the NR zoning district is 8,000 square feet and 10,000 square feet for a corner lot. The Applicant is requesting an exemption to the minimum lot standard, which is discussed in the section below.

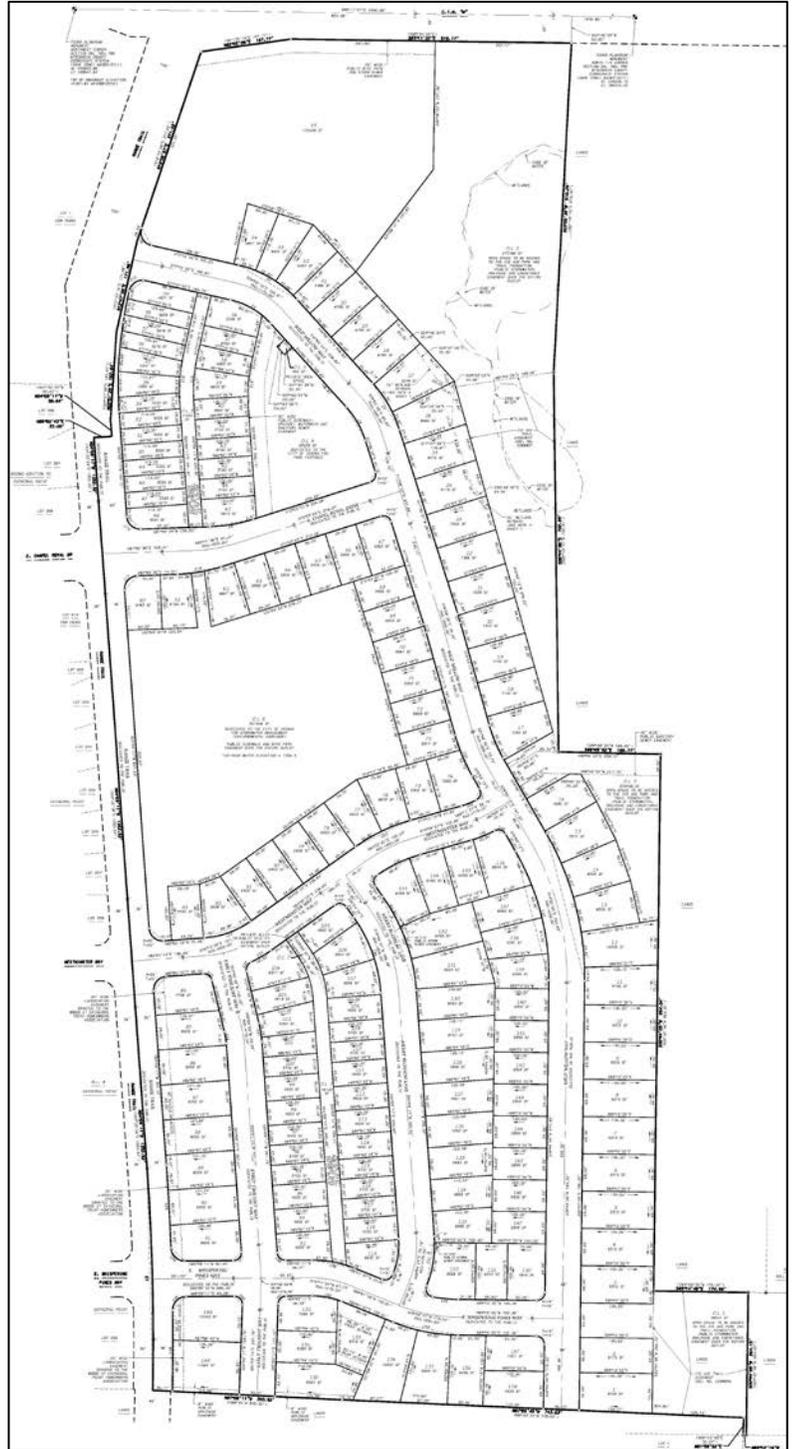


Figure 4 - Final Plat

Bulk Requirements and PUD Exemptions:

The Zoning Ordinance provides flexible development standards in planned developments in exchange for higher design standards. Exemptions allowed by Ordinance include land use, density/intensity, bulk, landscaping, and parking. The following are requested exemptions from the Applicant with Staff's discussion afterwards.

1. Minimum lot area for the NR zone of 8,000 square feet to 3,700 square feet;

The Applicant is requesting an exemption to the minimum lot area for the NR zone from 8,000 square feet to 3,700 square feet. The Applicant is proposing to zone 139 lots as NR. As proposed, there are 101 lots that are less than 8,000 square feet with 38 lots in compliance. Staff is supportive of this exemption.

2. Minimum street frontage width from fifty (50)-feet to thirty-seven (37)-feet for alley homes;

The Applicant is requesting a minimum street frontage width from fifty (50)-feet to thirty-seven (37)-feet for alley homes. Staff has informed other developers that a fifty (50)-foot street frontage is required as the minimum. In this case, the Applicant is asking for an exemption for the single-family alley homes and not for the remaining lots on the Property. Typically, the frontage width is used for debris, leaves, snow, driveway, and mailbox. The alleyway will provide access to the garage, which removes the driveway width from the frontage. Mailbox posts are no longer on each individual property, which removes this from the frontage requirement. Staff is supportive of the exemption so long there is a plan for debris, leaves, and snow removal.

3. Front yard setback encroachment for porches between six (6) to eight (8)-feet;

As part of a review for potentially amending the setback requirements, Staff presented various setback ideas to the Plan Commission in July of 2018. Staff presented a reduction in the front yard setback from twenty-five (25)-feet to twenty (20)-feet to allow porches to encroach into the front yard setback. The Plan Commission comments included support for this reduction in front yard setbacks with porches allowed to encroach would be good for older neighborhoods, overall the encroachment of porches and additions of porches to the front of homes is a good idea, and all had reservations about staggering houses on lots along curvy roads. Staff recommended the garages remain within at least twenty-five (25)-feet away from the property line to allow stacking of cars in the driveway.

4. Side yard setback from ten (10)-feet to five (5)-feet;
5. Minimum dwelling unit separation from twenty (20)-feet to ten (10)-feet;

Side yard setbacks were presented as part of the July 2018 Plan Commission meeting. At that time, the Plan Commission had concerns about drainage and meeting fire safety

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

between two (2) homes. Since that meeting, the Plan Commission has reviewed Whispering Coves development and the applicant for that project asked for a five (5)-foot side yard setback. The Plan Commission granted an eight (8)-foot side yard setback due to concerns over drainage.

In September of 2019, the Plan Commission discussed reducing the setback requirements and that all the lots would have this exemption. There were concerns over the five (5)-foot setback for the entire development, a reduced setback lends itself to higher density and potentially attainable housing, could the houses be adjusted to keep the required setbacks or larger than five (5)-feet, discussed existing subdivisions with this setback in the region, and warned that the reduced setbacks may be difficult for the Public Works Committee.

The Applicant went before the Public Works Committee in September and October of 2019. The Public Works Committee comments included language on how to ensure the lots are graded appropriately, concerns that the lot lines don't match what occurs, and the only reason to get the five (5)-foot setback is to get more density. No action was taken regarding the five (5)-foot setback nor language that could accompany this type of development.

As previously discussed by Staff at the May 2019 Plan Commission meeting, Staff would support an eight (8)-foot side yard setback for single-family lots and six (6)-foot side yard setback for alley style homes, which is consistent with what Staff has informed other developers. In addition, the Applicant has requested a reduction for the minimum dwelling unit separation from twenty (20)-feet to ten (10)-feet. Staff would recommend a sixteen (16)-foot building separation, which is consistent with an eight (8)-foot side yard setback, and a twelve (12)-foot building separation for alley style homes, which is consistent with a six (6)-foot side yard setback.

6. Rear yard setback from twenty-five (25)-feet to twenty (20)-feet;

Rear yard setbacks were discussed by the Plan Commission in July of 2018. Staff recommended a reduction of the rear yard setback in the zoning ordinance from between twenty (20) and twenty-five (25) feet to between fifteen (15) and twenty (20) feet. Comments from the Plan Commission included concerns about run-off and water storage. Staff is supportive of the rear yard setback reduction.

7. Detached garage (accessory structure) rear setback from three (3)-feet to two (2)-feet; and
8. Maximum height of detached garage (accessory structure) from fifteen (15)-feet to twenty (20)-feet.

The Applicant is requesting two exemptions for detached garages. The Applicant requests a decrease of one (1) foot for the rear setback for the garage. The Applicant is

requesting an increase in the maximum height for a detached garage from fifteen (15)-feet to twenty (20)-feet. Staff is supportive of these exemptions.

Staff is supportive of all of the exemptions, but continues to still have reservations about the side yard setback exemption. Staff has informed other developers that an eight (8)-foot side yard setback is acceptable instead of the required ten (10)-foot setback.

Access and Connectivity:

The Applicant proposes four (4) access points from Range Trail with three (3) of these access points aligning with the existing roads in Cathedral Point. At this time, the fourth (4) access point may or may not align with an entrance or exit from the Public Works Facility. The Applicant has placed the northern access point far enough away from CTH M. The Applicant has two (2) streets that stop at the southern property line and could connect to any future development to the south of this Application. Staff is comfortable with access to the property and future connections. As part of the project the Applicant will be making transportation improvements to the intersection of CTH M and Range Trail.

Alleyways:

Internal to the Property, the Applicant proposes several public streets and two (2) outlots (OL 5 and OL 7 depicted in Figure 5) shown as private alleys on the final plat. Section 14-1-70 of the Zoning Ordinance states, "The width of the right-of-way for residential alleys shall not be less than twenty-four (24) feet..." (Sec. 14-1-70(i)(1)). The Applicant is showing twenty-six (26)-feet of right-of-way for the two (2) outlots.

The Plan Commission was presented with the Concept Plan in September of 2019. Comments from the Plan Commission included alleys should be private, and confirmation with emergency services for the appropriate width. Another Commissioner is opposed to private alleys and roads. Staff is comfortable with private alleys, versus public, since they meet the Ordinance requirements. However, private alleys would mean private snow removal, which the Applicant understands.

The Applicant presented alleyways before the Public Works Committee in October 2019. The Applicant is supportive of the alleys being public and will build them to public standards, but is also fine if they are private. The Applicant straightened out the alleyway per discussions with Public Works, which was different than their original submittal. There were discussions about the cost and maintenance for the alleyways if they are to be private and expense for the City if these are public such as new maintenance equipment. There were concerns that if they are private who would get the complaints if these are not maintained. A motion was made by Chad Kemp, seconded by Sarah Gaskell, that the Public Works Committee recommends to the Common Council alleyways be private for the Woods at Cathedral Point subdivision, which passed 2-0. Staff supports the Public Works Committee motion.

The Woods at Cathedral Point
GDP, ZMA, & Final Plat



Figure 5 - Private Alleyways shown in red

Parking:

The Applicant has shown dedication of right-of-way for Range Trail and CTH M. The Applicant is proposing fifteen (15) on-street parking spaces on Range Trail in front of the twin alley homes and does not show additional parking in front of the single-family homes along Range Trail. Staff recognizes that the twin homes will need extra on-street parking spaces for their guests and deliveries and has no concerns with on-street parking as additional land is being dedicated.

Bicycle, Pedestrian, and Ice Age National Scenic Trail:

Range Trail is used as a bicycle route for cyclists. Range Trail will be built as a two (2)-lane curb and gutter road in the City of Verona without bicycle lanes and remain as a two (2)-lane road in the Town of Verona with at most a three (3)-foot wide shoulder.

The Applicant has provided sidewalks throughout the site. Based on the subdivision regulations, all new developments are required to construct sidewalks on both sides of the streets. The two (2) outlots to be used for alleys do not contain sidewalks as they are solely built to allow residents access to their garages and should not have sidewalks.

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

The Ice Age National Scenic Trail ("Trail") is located to the east of the Property meandering through woodland and prairie. The Applicant, Staff from the Ice Age Trail Alliance, and City Staff have had various discussions regarding the relationship of this Property with the Trail and how to protect the Trail's environmental setting. Concerns that were discussed between all parties include grass clippings being dumped on the Trail property, unaware residents of maintaining prairie land through controlled burns, and views of housing from the Trail. All parties have come up with potential solutions to these concerns such as, but not limited to, strict covenants for these lots, notifications of controlled burns, signs demarking Trail property, berm, mowed area between properties, and fire resistant trees and grasses. The Trail currently has easements for two of the proposed outlots located on the Property as depicted in Figure 6 in a yellow outline. The Ice Age Trail Alliance Board ("Board") met on January 25, 2020. As part of that meeting, the Board passed a resolution to accept the donation of land with conditions. Staff supports this land transfer.

Parks:

The Park, Recreation, and Forestry Commission reviewed the plans at their meeting in September 2019 and in January 2020. Comments from the September meeting included confirmation that the proposed land dedication totaled 9.6 acres which was slightly more than the 9.4 acres required by ordinance, liked the focus on the Trail and overall layout of the plan, and raised concerns about access to the oak conservancy area. No formal action was taken at the September meeting. Comments from the January meeting included wanting access points to OL 6 shifted by a couple of lots to gain better access to the open space, could an additional access point be located between lots 68 and 73, concerns about tree

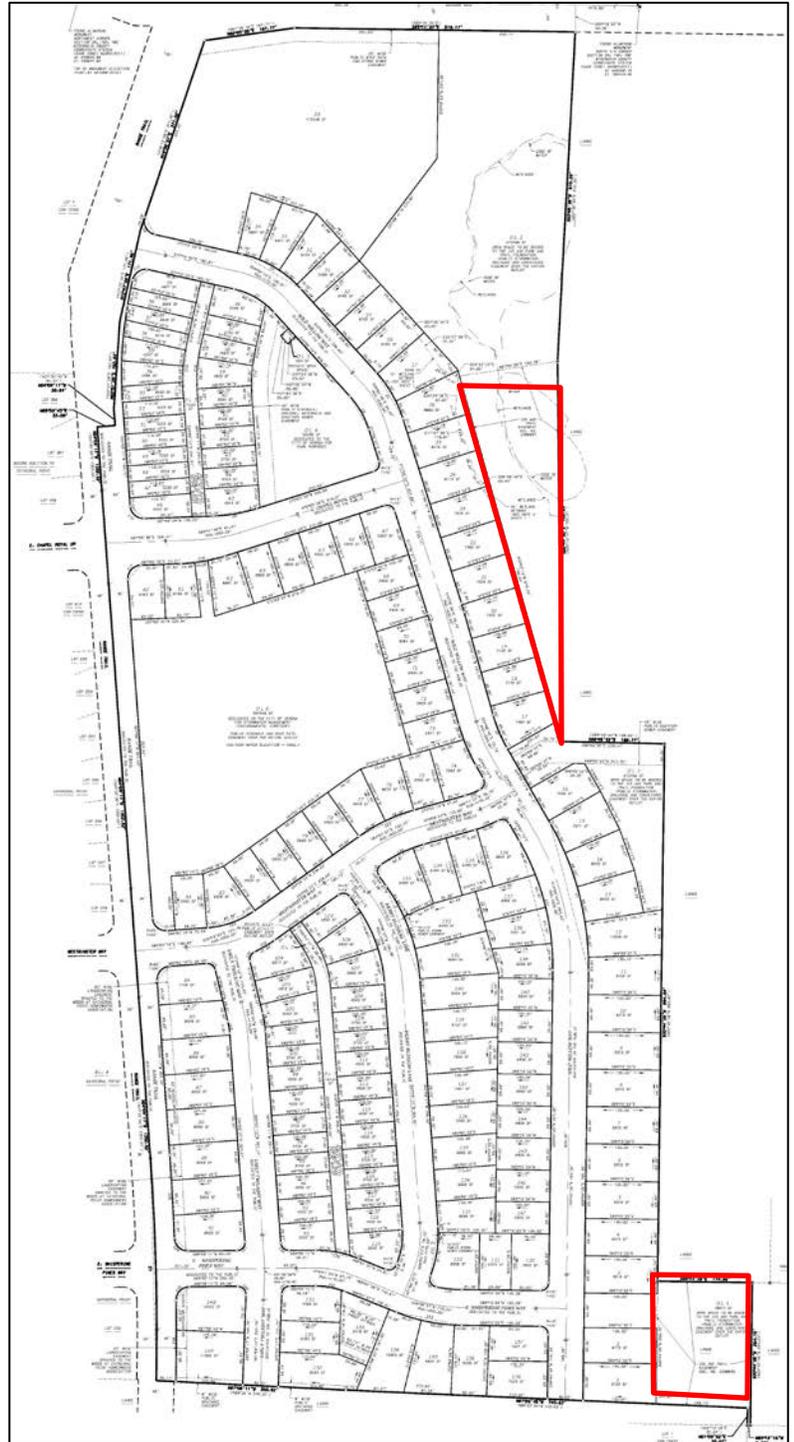


Figure 6 - Open space and Trail map with Trail easements shown in red

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

preservation and grades, and whether full parkland credit should be given if access does not improve to OL 6. The Commission voted that the Applicant would only receive 50% credit toward satisfying the requirements of the plat for OL 6 due to lack of direct access and would be utilized by only the homeowners.

The Applicant has modified the final plat since the January 2020 meeting. One (1) modification is that the final plat states, "Open space to be deeded to the Ice Age Park and Trail Foundation" for outlots 1 and 2. There are 7.39-acres for the Trail as shown on the final plat. A second modification is that Lot 83 located on the corner of Range Trail and Westminster Way was shifted away from the corner to the east to fill in the access point to OL 6 depicted in Figure 7. Although the Park Board recommended modifications to lots to have better access to interior parkland, the Applicant determined it was not in their best interest to make these modifications due to significant grading and slope (15% slope) concerns. However, the Applicant did explore these ideas and tried to redesign these lots to accommodate better access to parkland, which did not work in the end. The Applicant understands that they are deficient in their parkland dedication and understand that a payment is required.



Figure 7 - Preliminary Plat rendering and Final Plat shows the lot shift from Range Trail.

Drainage/Stormwater:

The Applicant has provided a stormwater management plan. Staff continues to coordinate with the Applicant reviewing plans. Staff has no significant concerns that this time.

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

Design:

The Applicant’s neighborhood design is a traditional design similar to Cathedral Point across Range Trail from this Property. The exterior of the homes will be similar to those in Cathedral Point as seen in the top photo in Figure 8. Garages will be setback a minimum of two (2)-feet from the front façade of the house if the garage fronts onto the street. The lots will be narrow. The Applicant is proposing to use high quality, durable materials such as brick, stone, cast stone, cement board, composite siding, and metal panels. The Applicant is proposing fourteen (14) twin-carriage homes, which have access to garages from the rear as shown in the middle photo. Four (4) twin-homes are proposed fronting onto an interior street. Alleyways are a new product for the City of Verona, but not necessarily for Dane County.



Figure 8 - Top photo: single family homes; Middle photo: twin-homes with rear garages; Bottom photo: Single family homes fronting green space

Rezoning Findings:

The Applicant proposes to rezone the entire property from Rural Agriculture. The Applicant proposes to rezone Lot 35 to Urban Residential (UR) to be used for 100-unit multifamily, Lots 31 – 34 and Lots 46 – 59 to Mixed Residential (MR), the remaining lots to Neighborhood Residential (NR), and outlots 1, 2, 3, 4, and 6 to Public Institutional (PI).

The City’s Zoning Ordinance requires the Zoning Administrator review the proposed rezoning to ensure the request is in harmony with the recommendations of the City of Verona Master Plan (Sec. 13-1-362). A summary of this review is below.

- a. *How does the proposed Official Zoning Map amendment further the purposes of this Chapter as outlined in [Section 13-1-5](#) and the applicable rules and regulations of the Wisconsin Department of Natural Resources (DNR) and the Federal Emergency Management Agency (FEMA)?*

Staff is comfortable with the stormwater management plan at the time of the Staff report even though there are still details that will be reviewed as part of the development.

- b. *Which of the following factors has arisen that are not properly addressed on the current Official Zoning Map?*
1. *The designations of the Official Zoning Map should be brought into conformity with the Comprehensive Plan;*
 2. *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;*
 3. *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;*
 4. *Growth patterns or rates have changed, thereby creating the need for an Amendment to the Official Zoning Map.*

The current zoning maps needs to be amended due to above #3. The Property will be annexed to the City when the Applicant acquires the Property, which requires the Property to be zones as RA-35 per Section 13-1-61. The Applicant is requesting a change to allow development that is consistent with properties west of Range Trail.

- c. *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 proposed Zoning Map amendment maintains the desired consistency of land uses, land use intensities, and land use impacts similar to properties west of Range Trail. The change in the Zoning Map will allow the Applicant to develop residences by right abutting other existing residentially zoned properties, while preserving the Ice Age National Scenic Trail to the east.

The Woods at Cathedral Point GDP, ZMA, & Final Plat

Staff finds the Applicant meets the Zoning Ordinance requirements to rezone the Property as requested. Staff supports a Zoning Map amendment Lot 35 to UR, Lots 31 – 34 and Lots 46 – 59 to MR, the remaining lots to NR, and outlots 1, 2, 3, 4, and 6 to PI as it meets the Zoning Ordinance findings as depicted in Figure 9.

Staff Comments:

Staff continues to support the Property being developed as proposed. The Applicant has been diligent in working with Staff to make appropriate changes to the development or explain why those changes cannot occur.

Staff is supportive of private alleyways. The proposed alleys meet the City's right-of-way and width requirements. Staff continues to be supportive of a homeowners association maintaining the private alleyway.

Although the Park Board recommended modifications to lots to have better access to interior parkland, the Applicant determined it was not in the best interest to make these modifications due to significant grading and slope (15% slope) concerns. However, the Applicant did explore these ideas and try to redesign these lots to accommodate better access to parkland, which did not work in the end.

Staff is supportive of the Final Plat, GDP, and Zoning Map amendment. The Applicant continues to work with Staff on details for stormwater management and is very responsive to any questions from Staff.

Recommendation:

Staff recommends the following Plan Commission action:



Figure 9 - Proposed Zoning

The Woods at Cathedral Point
GDP, ZMA, & Final Plat

1. Recommend approval of the Final Plat for the Woods Subdivision to create 158 lots and 7 outlots with the following conditions:
 - a. The final plat shall be modified to have private alleys labeled as fire lanes.
 - b. The final plat shall become effective upon annexation of the property.
 - c. The final plat shall become effective upon the execution of a development agreement.
2. Recommend approval of the General Development Plan for the Woods Subdivision that would allow for the construction of 101 street accessed single-family, eighteen (18) twin homes, thirty-eight (38) alley accessed single-family homes, and 100 multifamily units on 53-acres with the following conditions:
 - a. The General Development Plan shall become effective upon the execution of a development agreement.
 - b. The General Development Plan shall become effective upon annexation of the property.
3. Recommend approval of the Zoning Map amendment for the Woods Subdivision to rezone Lot 35 to Urban Residential (UR), Lots 31 – 34 and Lots 46 – 59 to Mixed Residential (MR), the remaining lots to Neighborhood Residential (NR), and outlots 1, 2, 3, 4, and 6 to Public Institutional (PI) with the following conditions:
 - a. The zoning map amendment shall become effective upon the execution of a development agreement.
 - b. The zoning map amendment shall become effective upon annexation of the property.
 - c. For the property zoned UR, the property owner shall install and maintain a multi-family notification sign as outlined in the City's Residential Development Policy.

Prepared by: Katherine Holt *KH*
Community Development Specialist

Submitted by: Adam Sayre, AICP *AS*
City Administrator

THE WOODS AT CATHEDRAL POINT

LOCATED IN THE NW1/4 OF THE NW1/4 AND IN THE SW1/4 OF THE NW1/4 OF SECTION 26, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration

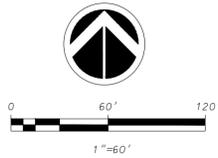


NOTES

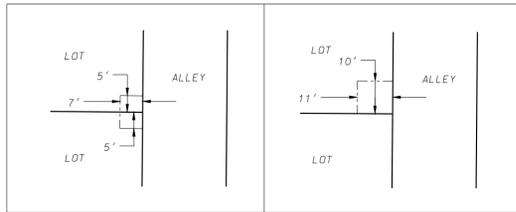
- Outlet Designations
 - Open open space to be deeded to the Ice Age Park and Trail Foundation. Public Stormwater, Drainage and Conveyance Easement over entire outlet.
 - Open open space to be deeded to the Ice Age Park and Trail Foundation. Public Stormwater, Drainage and Conveyance Easement over entire outlet.
 - Private Open Space
 - Dedicated to the City of Verona for park purposes
 - Private alley, public utility easement over the entire outlet
 - Dedicated to the City of Verona for stormwater management, public sidewalk and bike path easement over the entire outlet
 - Private alley, public utility easement over the entire outlet
- Arrows indicate the direction of surface drainage swale at individual property lines. Said drainage swale shall be graded prior to utility installation for each phase of the plat and maintained by the lot owner. Elevations of the drainage swale shall not be modified unless modified with the approval of the City Engineer.
- All construction shall conform to the lot corner and lowest opening elevations identified on the engineering plans developed for each construction phase of the plat as reviewed and approved by the City.
- No impervious improvements are allowed within the wetland setback. Fences are permitted as allowed by the plat Declaration of Protective Covenants, Conditions and Restrictions.
- Outlets 5 and 7 are designated as fire lanes.
- Distances shown along curves are chord lengths.

LEGEND

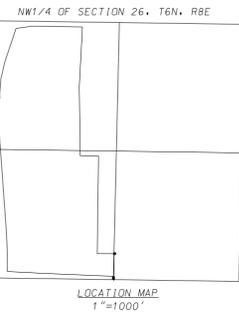
- Found 1" Iron Pipe
- Placed 1-1/4" x 18" solid round iron rebar stake, weighing 4.30 lbs/ft. All other lot and outlet corners are marked with 3/4" x 18" solid round iron rebar stakes, weighing 1.50 lbs/ft.
- Public utility easement (6' wide unless otherwise dimensioned). Utility easements as herein set forth are for the use of PUBLIC BODIES and PRIVATE PUBLIC UTILITIES having the right to serve the area.
- Recorded as information



BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, T6N, R8E WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) BEARING S89°11'07"E



PUBLIC UTILITY EASEMENT DETAILS
1"=30'



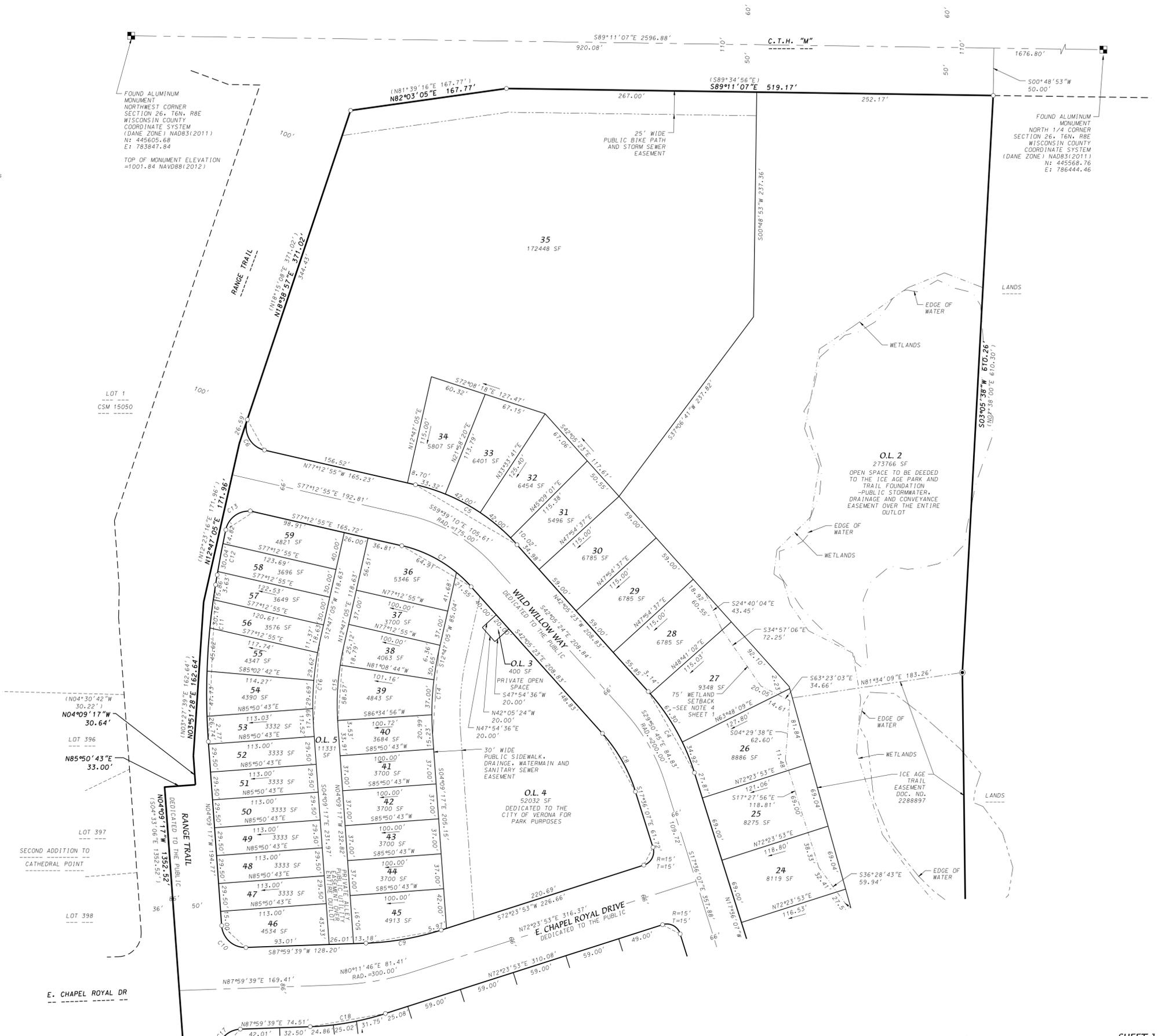
LOCATION MAP
1"=1000'

D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

FN:19-07-103



THE WOODS AT CATHEDRAL POINT

LOCATED IN THE NW1/4 OF THE NW1/4 AND IN THE SW1/4 OF THE NW1/4 OF SECTION 26, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20__

Department of Administration



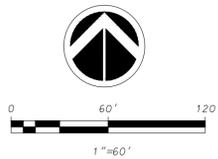
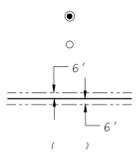
LEGEND

Found 1" Iron Pipe

Placed 1-1/4" x 18" solid round iron rebar stake, weighing 4.30 lbs/ft. All other lot and outlet corners are marked with 3/4" x 18" solid round iron rebar stakes, weighing 1.50 lbs/ft.

Public utility easement (6' wide unless otherwise dimensioned). Utility easements as herein set forth are for the use of PUBLIC BODIES and PRIVATE PUBLIC UTILITIES having the right to serve the area.

Recorded as information



BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, T6N, R8E WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) BEARING S89°11'07"E

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YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

FN:19-07-103

THE WOODS AT CATHEDRAL POINT

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Certified _____, 20__

Department of Administration



LEGEND

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- Placed 1-1/4" x 18" solid round iron rebar stake, weighing 4.30 lbs/ft. All other lot and outlot corners are marked with 3/4" x 18" solid round iron rebar stakes, weighing 1.50 lbs/ft.
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- Recorded as information



0 60' 120'
1"=60'

BEARINGS REFERENCED TO THE NORTH LINE OF THE NORTHWEST QUARTER OF SECTION 26, T6N, R8E WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) BEARING S89°11'07"E



D'ONOFRIO KOTTKE AND ASSOCIATES, INC.

7530 Westward Way, Madison, WI 53717
Phone: 608.833.7530 • Fax: 608.833.1089

YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

FN:19-07-103

There are no objections to this plat with respect to Secs. 236.15, 236.16, 236.20 and 236.21(1) and (2), Wis. Stats. as provided by s. 236.12, Wis. Stats.

Certified _____, 20____
Department of Administration



THE WOODS AT CATHEDRAL POINT

LOCATED IN THE NW1/4 OF THE NW1/4 AND IN THE SW1/4 OF THE NW1/4 OF SECTION 26, T6N, R8E, CITY OF VERONA, DANE COUNTY, WISCONSIN

LEGAL DESCRIPTION

I, Brett T. Stoffregan, Registered Land Surveyor S-2742 do hereby certify that in full compliance with the provisions of Chapter 236 of the Wisconsin State Statutes and the Subdivision Regulations of the City of Verona, and under the direction of the owners listed below, I have surveyed, divided and mapped "The Woods at Cathedral Point" and that such plat correctly represents all the exterior boundaries and the subdivision of the land surveyed as is described as follows:

A parcel of land located in the NW1/4 of the NW1/4 and in the SW1/4 of the NW1/4 of Section 26, T6N, R8E, City of Verona, Dane County, Wisconsin to-wit: Commencing at the Northwest corner of said Section 26; thence S89°11'07"E, 920.08 feet along the North line of said NW1/4; thence S00°48'53"W, 50.00 feet to a point on the South right-of-way line of County Highway "M", to the point of beginning; thence S03°05'38"W, 610.26 feet; thence S00°44'00"E, 702.89 feet; thence S88°45'52"E, 188.77 feet; thence S00°44'05"W, 994.04 feet; thence S89°14'48"E, 174.86 feet; thence S00°44'05"W, 264.15 feet to a point on the South line of said NW1/4; thence N89°12'16"W, 5.73 feet along said South line to the Northeast corner of Lot 1, Certified Survey Map No. 10624; thence N01°39'52"E, 32.07 feet; thence N87°26'45"W, 743.63 feet; thence N87°08'11"W, 350.92 feet to a point of curve; thence Northerly along a curve to the left which has a radius of 4500.00 feet and a chord which bears N01°30'48"W, 414.77 feet; thence N04°09'17"W, 1352.52 feet; thence N85°50'43"E, 33.00 feet to a point on the East right-of-way line of Range Trail; thence N04°09'17"W, 30.64 feet along said East right-of-way line; thence N03°51'28"E, 162.62 feet along said East right-of-way line; thence N12°41'05"E, 171.96 feet along said East right-of-way line; thence N18°38'57"E, 371.02 feet along said East right-of-way line to a point on the South right-of-way line of County Highway "M"; thence N82°03'05"E, 167.77 feet along said South right-of-way line; thence S89°11'07"E, 519.17 feet along said South right-of-way line to the point of beginning. Containing 2,241,628 square feet (51.461 acres).

Dated this _____ day of _____, 2019

Brett T. Stoffregan, Professional Land Surveyor S-2742

OWNER'S CERTIFICATE

VH WCP, LLC a limited liability company duly organized and existing under and by virtue of the laws of the State of Delaware, as owner, does hereby certify that said limited liability company caused the land described on this plat to be surveyed, divided, mapped and dedicated as represented on this plat.

VH WCP, LLC does further certify that this plat is required by S236.10 or S236.12 Wisconsin Statutes to be submitted to the following agencies for approval or objection:

Department of Administration
Common Council, City of Verona
Dane County Zoning and Land Regulation Committee

In witness whereof, VH WCP, LLC has caused these presents to be signed this _____ day of _____, 2020.

VH WCP, LLC

STATE OF WISCONSIN

COUNTY OF DANE) S.S

Personally came before me this _____ day of _____, 2020, the above named person(s) to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission expires _____
Notary Public, Dane County, Wisconsin

MORTGAGE CERTIFICATE

_____, a corporation duly organized and existing under and by virtue of the laws of the State of Wisconsin, mortgagee of lands contained in this plat, does hereby consent to the above Owner's Certificate and to the surveying, dividing, mapping and dedication of the lands described on this plat.

In witness whereof, said _____ has caused these presents to be signed by its corporate officer(s) listed below on this _____ day of _____, 2020.

STATE OF WISCONSIN) S.S
COUNTY OF DANE) S.S

Personally came before me this _____ day of _____, 2020, the above named officer(s) of the above named First Business Bank, to me known to be the person(s) who executed the foregoing instrument and acknowledged the same.

My Commission expires _____
Notary Public, Dane County, Wisconsin

CITY OF FITCHBURG TREASURER'S CERTIFICATE

I, Brian Lamers, being the duly elected, qualified, and acting Treasurer of the City of Verona, Dane County, Wisconsin, do hereby certify that, in accordance with the records in my office, there are no unpaid taxes or unpaid special assessments as of this _____ day of _____, 2020 on any of the lands included in the plat of "The Woods at Cathedral Point".

Brian Lamers, Treasurer, City of Verona, Dane County, Wisconsin

CERTIFICATE OF CITY CLERK

Resolved that the plat of "The Woods at Cathedral Point" located in the City of Verona, was hereby approved by Resolution adopted on _____, 2019, and further resolved that the conditions of said approval were fulfilled on _____, 2020 and that said resolution further provided the acceptance of those lands and rights dedicated by said "The Woods at Cathedral Point" for public use.

Ellen Clarks, City Clerk, City of Verona, Dane County, Wisconsin

COUNTY TREASURER'S CERTIFICATE

I, Adam Gallagher, being the duly elected, qualified, and acting treasurer of the County of Dane, do hereby certify that in accordance with the records in my office, there are no unpaid taxes or special assessments as of this _____ day of _____, 2020 affecting the land included in "The Woods at Cathedral Point".

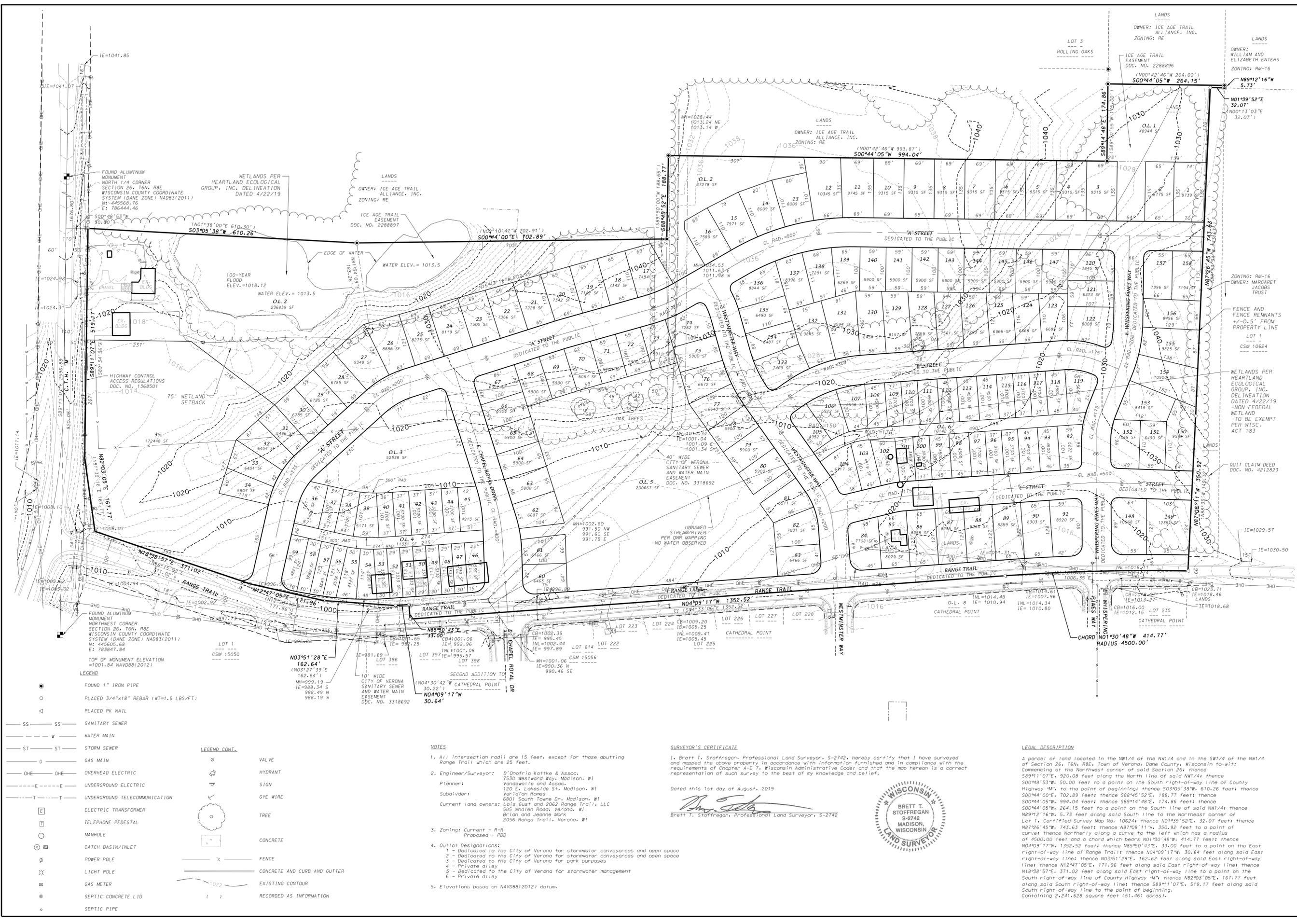
Adam Gallagher, Treasurer, Dane County, Wisconsin

REGISTER OF DEEDS CERTIFICATE

Received for recording this _____ day of _____, 2020 at _____ o'clock _____ M. and recorded in Volume _____ of Plats on Pages _____ as Document Number _____.

Kristi Chlebowski, Dane County Register of Deeds

		CURVE TABLE					
CURVE NUMBER	LOT	RADIUS (FEET)	CHORD (FEET)	ARC (FEET)	CHORD BEARING	CENTRAL ANGLE	TANGENT BEARING
1	11	533.00	281.03	184.40	N14°33'04"W	30°34'18"	
	12	533.00	24.65	24.66	N00°35'26"W	02°59'02"	
	13	533.00	65.67	65.67	N05°26'43"W	07°03'32"	
	14	533.00	66.50	66.54	N12°53'05"W	07°09'12"	
	15	533.00	66.50	66.54	N19°42'17"W	07°09'12"	
	15	533.00	60.95	60.98	N26°33'33"W	06°53'20"	
2		267.00	65.62	65.79	N22°46'42"W	14°07'02"	
3		533.00	17.51	17.51	N16°39'39"W	01°52'56"	
	20	533.00	14.52	14.52	N16°30'00"W	01°53'38"	
	21	533.00	2.99	2.99	N17°26'28"W	00°19'18"	
4		233.00	98.83	99.58	N29°50'45"W	24°29'16"	
	26	233.00	34.92	34.95	N21°53'59"W	08°35'44"	
	27	233.00	61.30	61.48	N33°45'25"W	15°07'08"	
	28	233.00	3.14	3.14	N41°42'11"W	00°46'24"	
5		208.00	125.53	127.52	N59°39'09"W	35°07'32"	
	31	208.00	10.02	10.02	N43°28'10"W	02°45'34"	
	32	208.00	42.00	42.07	N50°38'38"W	08°35'22"	
	33	208.00	42.00	42.07	N62°15'00"W	11°36'26"	
	34	208.00	42.00	42.07	N72°37'18"W	09°11'14"	
6		25.00	37.12	41.83	N29°16'59"W	95°51'52"	
7		142.00	85.70	87.05	S59°39'09"E	35°07'32"	
	36	142.00	64.91	65.48	S64°00'15"E	26°25'20"	
	OL3	142.00	21.55	21.57	S46°26'29"E	08°42'12"	
8		167.00	70.83	71.37	S29°50'45"E	24°29'16"	
9		300.00	81.41	81.66	S80°11'46"W	15°35'46"	
10		25.00	34.69	38.33	N48°04'49"W	87°51'04"	
11		700.00	165.75	166.14	N02°38'41"E	13°35'56"	
	53	700.00	26.74	26.74	N03°03'37"W	02°11'20"	
	54	700.00	47.73	47.74	N00°00'43"W	03°54'28"	
	55	700.00	65.63	65.63	N03°48'34"E	03°44'06"	
	56	700.00	30.16	30.16	N06°54'41"E	02°28'08"	
	57	700.00	15.86	15.83	N08°47'42"E	01°17'54"	
12		941.00	48.47	48.48	N10°55'12"E	02°57'06"	OUT-N12°23'45"E
	57	941.00	3.62	3.62	N09°33'16"E	00°13'14"	
	58	941.00	30.04	30.04	N10°34'45"E	01°49'44"	
	59	941.00	14.82	14.85	N11°56'41"E	00°04'08"	
13		25.00	35.48	39.44	N57°35'25"E	90°23'20"	
14		300.00	88.37	88.69	S04°18'54"W	16°56'22"	
	38	300.00	30.65	30.66	S09°51'24"W	05°51'22"	
	39	300.00	37.00	37.02	S05°23'55"W	07°04'16"	
	40	300.00	21.00	21.01	S02°08'55"E	04°00'44"	
15		274.00	80.71	81.01	N04°18'54"E	16°56'22"	
	40	274.00	3.53	3.53	N03°47'10"W	00°44'14"	
	39	274.00	58.57	58.69	N02°43'06"E	12°16'18"	
	38	274.00	18.79	18.80	N10°49'10"E	03°55'50"	
16		300.00	88.37	88.69	S04°18'54"W	16°56'22"	
	56	300.00	11.37	11.37	S11°41'57"W	02°10'16"	
	55	300.00	29.62	29.63	S07°47'03"W	05°39'32"	
	54	300.00	26.69	26.70	S02°07'06"W	05°40'22"	
	53	300.00	17.99	17.99	S02°26'11"E	03°26'12"	
17		25.00	36.01	40.21	N41°55'11"E	92°08'56"	
18		300.00	81.41	81.66	N80°11'46"E	15°35'46"	
	61	300.00	24.86	24.87	N85°37'11"E	04°44'56"	
	OL5	300.00	25.02	25.03	N80°51'19"E	04°46'48"	
	62	300.00	31.79	31.77	N75°25'54"E	06°04'02"	
19		467.00	15.34	15.34	S16°39'39"E	01°52'56"	
	69	467.00	2.83	2.83	S17°25'41"E	00°20'52"	
	70	467.00	12.51	12.51	S16°29'13"E	01°32'04"	
20		333.00	81.84	82.05	S22°46'42"E	14°07'02"	
	73	333.00	29.26	29.27	S18°14'15"E	05°02'08"	
	74	333.00	45.78	45.78	S28°17'46"E	08°04'34"	
21		15.00	21.59	24.11	S16°12'05"W	92°04'36"	OUT-S62°14'23"W
22		142.00	29.52	29.57	S68°12'21"W	11°55'56"	
23		333.00	113.26	113.81	S64°22'51"W	19°34'56"	
	75	333.00	0.90	0.90	S74°05'40"W	00°09'18"	
	76	333.00	56.42	56.49	S69°09'26"W	09°43'10"	
	77	333.00	56.35	56.42	S59°26'37"W	09°42'28"	
24		167.00	89.98	91.10	S70°13'03"W	31°15'20"	
25		15.00	19.38	21.07	S53°55'00"E	80°28'34"	
26		142.00	23.58	23.60	S08°55'00"E	09°31'26"	
27		15.00	21.91	24.56	S42°44'57"W	93°48'28"	
28		25.00	34.78	38.46	N46°16'46"W	88°08'06"	OUT-N02°12'43"W
29		4536.00	153.80	153.81	N03°11'00"W	01°56'34"	
	91	4536.00	41.83	41.83	N02°28'34"W	00°51'42"	
	90	4536.00	65.01	65.01	N03°08'03"W	00°49'16"	
	89	4536.00	46.97	46.97	N03°51'29"W	00°35'36"	
30		15.00	20.50	22.57	N47°15'03"W	86°11'32"	
31		208.00	34.53	34.57	N08°55'00"W	09°31'26"	
	101	208.00	8.22	8.22	N05°17'13"W	02°15'52"	
	102	208.00	26.34	26.35	N10°02'56"W	07°15'34"	
32		15.00	19.05	20.64	N25°44'28"E	78°50'22"	OUT-N65°09'39"E
33		233.00	42.93	42.99	N59°52'31"E	10°34'16"	
34		150.00	80.81	81.83	S19°46'58"E	31°15'18"	
	104	150.00	42.66	42.81	S27°14'05"E	16°21'04"	
	103	150.00	38.91	39.02	S11°36'26"E	14°54'14"	
35		176.00	94.82	96.01	N19°46'58"W	31°15'18"	
	107	176.00	40.76	40.85	N10°48'15"W	13°17'52"	
	106	176.00	43.44	43.55	N24°32'30"W	14°10'38"	
	105	176.00	11.61	11.61	N33°31'13"W	03°46'48"	
36		276.00	148.70	150.56	S19°46'58"E	31°15'18"	
	105	276.00	11.61	11.61	S34°12'20"E	02°24'34"	
	106	276.00	74.67	74.90	S25°13'37"E	15°32'52"	
	107	276.00	63.91	64.06	S10°48'15"E	13°17'52"	
37		142.00	64.18	64.74	S08°54'22"W	26°07'22"	
38		208.00	80.50	81.01	N79°11'23"W	22°18'52"	
	119	208.00	16.26	16.27	N70°16'22"W	04°28'50"	
	OL6	208.00	27.32	27.34	N78°16'42"W	07°31'50"	
	92	208.00	37.35	37.40	N85°11'43"W	10°18'12"	
39		267.00	47.71	47.78	N84°08'21"W	10°15'08"	OUT-N89°15'55"W
40		15.00	23.10	26.36	N28°40'17"W	100°41'00"	
41		208.00	92.96	93.75	N08°45'28"E	25°49'30"	
	122	208.00	81.76	82.30	N10°20'07"E	22°40'12"	
	123	208.00	11.45	11.45	N08°34'38"W	03°09'18"	
42		342.00	184.26	186.56	N19°46'58"W	31°15'18"	
	130	342.00	2.41	2.41	N04°21'25"W	00°24'12"	
	131	342.00	56.42	56.48	N09°27'46"W	09°27'46"	
	132	342.00	63.69	62.77	N19°16'47"W	10°31'00"	
43		15.00	21.33	23.73	N09°54'24"E	90°38'02"	OUT-N55°13'25"E
44		267.00	87.90	88.30	N64°41'52"E	18°56'54"	
	133	267.00	66.81	66.98	N62°24'38"E	14°22'26"	
	134	267.00	21.31	21.32	N71°53'05"E	04°34'28"	
45		208.00	46.47	46.56	N67°45'32"E	12°49'34"	OUT-N61°20'45"E
	135	208.00	3.60	3.60	N73°40'33"E	00°59'32"	
	136	208.00	42.98	42.96	N67°15'46"E	11°50'02"	
46		15.00	20.99	23.25	S74°14'44"E	88°49'02"	
47		467.00	246.23	249.18	S14°33'04"E	30°34'18"	
	136	467.00	68.41	68.47	S28°38'11"E	08°24'04"	
	137	467.00	63.43	63.48	S17°32'31"E	07°47'16"	
	138						



FOUND ALUMINUM MONUMENT NORTH 1/4 CORNER SECTION 26, T6N, R8E WISCONSIN COUNTY COORDINATE SYSTEM (DANE ZONE) NAD83(2011) N: 445568.76 E: 786444.46

WETLANDS PER HEARTLAND ECOLOGICAL GROUP, INC. DELINEATION DATED 4/22/19

LANDS OWNER: ICE AGE TRAIL ALLIANCE, INC. ZONING: RE

ICE AGE TRAIL EASEMENT DOC. NO. 2288897

ICE AGE TRAIL EASEMENT DOC. NO. 2288897

LANDS OWNER: ICE AGE TRAIL ALLIANCE, INC. ZONING: RE

LANDS OWNER: ICE AGE TRAIL ALLIANCE, INC. ZONING: RE

LANDS OWNER: WILLIAM AND ELIZABETH ENTERS ZONING: RM-16

ZONING: RM-16 OWNER: MARGARET JACOBS TRUST

FENCE AND FENCE REMNANTS +/- 0.5' FROM PROPERTY LINE LOT 1 CSM 10624

WETLANDS PER HEARTLAND ECOLOGICAL GROUP, INC. DELINEATION DATED 4/22/19 -NOW FEDERAL WETLAND -TO BE EXEMPT PER WISC. ACT 183

QUIT CLAIM DEED DOC. NO. 4212623

TOP OF NAVD ELEVATION =1001.84 NAVD88(2012)

LEGEND

- FOUND 1" IRON PIPE
- PLACED 3/4"x18" REBAR (WT=1.5 LBS/FT)
- △ PLACED PK NAIL
- SS SANITARY SEWER
- W WATER MAIN
- ST STORM SEWER
- G GAS MAIN
- OHE OVERHEAD ELECTRIC
- UHE UNDERGROUND ELECTRIC
- UTE UNDERGROUND TELECOMMUNICATION
- E ELECTRIC TRANSFORMER
- TE TELEPHONE PEDESTAL
- MANHOLE
- ⊗ CATCH BASIN/INLET
- ⊕ POWER POLE
- ⊗ LIGHT POLE
- ⊗ GAS METER
- ⊗ SEPTIC CONCRETE LID
- SEPTIC PIPE

LEGEND CONT.

- VALVE
- ⊕ HYDRANT
- ⊕ SIGN
- ⊕ GYE WIRE
- TREE
- CONCRETE
- X FENCE
- CONCRETE AND CURB AND GUTTER
- EXISTING CONTOUR
- () RECORDED AS INFORMATION

NOTES

1. All intersection radii are 15 feet, except for those abutting Range Trail which are 25 feet.
2. Engineer/Surveyor: D'Onofrio Kottke & Assoc. 7530 Westward Way, Madison, WI Vandewalle and Assoc. 120 E. Lakeside St. Madison, WI Veritation Homes 6801 South Towne Dr. Madison, WI Current land owners: Lots Gust and 2062 Range Trail, LLC 585 Whiston Road, Verona, WI Brian and Jeanne Mark 2056 Range Trail, Verona, WI
3. Zoning: Current - R-R Proposed - PDD
4. Outlot Designations:
 - 1 - Dedicated to the City of Verona for stormwater conveyances and open space
 - 2 - Dedicated to the City of Verona for stormwater conveyances and open space
 - 3 - Dedicated to the City of Verona for park purposes
 - 4 - Private alley
 - 5 - Dedicated to the City of Verona for stormwater management
 - 6 - Private alley
5. Elevations based on NAVD88(2012) datum.

SURVEYOR'S CERTIFICATE

I, Brett T. Stoffregan, Professional Land Surveyor, S-2742, hereby certify that I have surveyed and mapped the above property in accordance with information furnished and in compliance with the requirements of Chapter A-7, Wisconsin Administrative Code; and that the map hereon is a correct representation of such survey to the best of my knowledge and belief.

Dated this 1st day of August, 2019

Brett T. Stoffregan
Brett T. Stoffregan, Professional Land Surveyor, S-2742



LEGAL DESCRIPTION

A parcel of land located in the NW1/4 of the NW1/4 and in the SW1/4 of the NW1/4 of Section 26, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit: Commencing at the Northwest corner of said Section 26; thence S89°11'07"E, 920.08 feet along the North line of said NW1/4; thence S00°48'53"W, 50.00 feet to a point on the South right-of-way line of County Highway "M"; thence to the point of beginning; thence S03°05'38"W, 610.26 feet; thence S00°44'00"E, 702.89 feet; thence S88°45'52"E, 188.77 feet; thence S00°44'05"W, 994.04 feet; thence S89°14'48"E, 174.86 feet; thence S00°44'05"W, 264.15 feet to a point on the South line of said NW1/4; thence N89°12'16"W, 5.73 feet along said South line to the Northeast corner of Lot 1, Certified Survey Map No. 10624; thence N01°39'52"E, 32.07 feet; thence N87°26'45"W, 743.63 feet; thence N87°08'11"W, 350.92 feet to a point of curves; thence Northerly along a curve to the left which has a radius of 4500.00 feet and a chord which bears N01°30'48"W, 414.77 feet; thence N04°09'17"W, 1352.52 feet; thence N85°50'43"E, 33.00 feet to a point on the East right-of-way line of Range Trail; thence N04°09'17"W, 30.64 feet along said East right-of-way line; thence N03°51'28"E, 162.62 feet along said East right-of-way line; thence N18°39'51"E, 371.02 feet along said East right-of-way line; thence N18°39'51"E, 371.02 feet along said East right-of-way line to a point on the South right-of-way line of County Highway "M"; thence N82°03'05"E, 167.77 feet along said South right-of-way line; thence S89°11'07"E, 519.17 feet along said South right-of-way line to the point of beginning. Containing 2,241,628 square feet (51.461 acres).

D'ONOFRIO KOTTHE AND ASSOCIATES, INC.
7530 Westward Way, Madison, WI 53717
Phone: 608.893.7530 • Fax: 608.893.1089
YOUR NATURAL RESOURCE FOR LAND DEVELOPMENT

PRELIMINARY PLAT

THE WOODS AT CATHEDRAL POINT

LOCATED IN THE NW1/4 OF THE NW1/4 AND IN THE SW1/4 OF THE NW1/4 OF SECTION 26, T6N, R8E, TOWN OF VERONA, DANE COUNTY, WISCONSIN

GRID NORTH DANE COUNTY COORDINATE SYSTEM THE NORTH LINE OF THE NW1/4 OF SECTION 26, T6N, R8E BEARS S89°11'07"E

SCALE: 1" = 100'

DATE: 08-01-19
REVISED: 12-05-19

FN: 19-07-103
Sheet Number: 1 of 1



Revised: 12.9.19
VANDEWALLE & ASSOCIATES INC.
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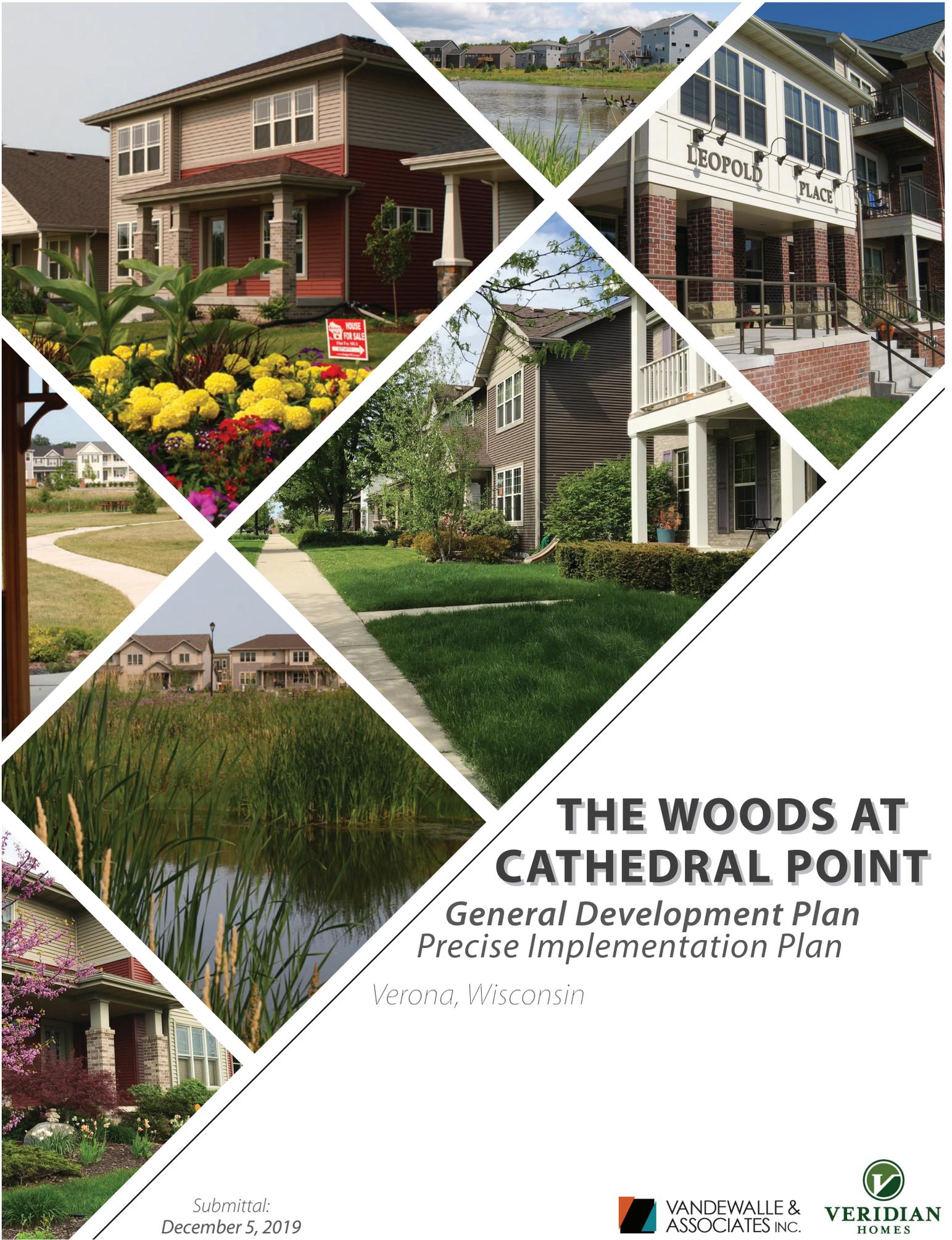


EXHIBIT G:
ZONING MAP

THE WOODS AT CATHEDRAL POINT

VERONA, WISCONSIN





THE WOODS AT CATHEDRAL POINT

*General Development Plan
Precise Implementation Plan*

Verona, Wisconsin

*Submittal:
December 5, 2019*

 **VANDEWALLE &
ASSOCIATES INC.**

 **VERIDIAN
HOMES**

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INTENT OF DOCUMENT

The intent of this document is to provide the City of Verona with a General Development Plan/Precise Implementation Plan that summarizes the components of the proposed the Woods at Cathedral Point.

PROJECT NAME

The Woods at Cathedral Point

PROJECT OWNER

Lois Gust
6801 County Highway M
Town of Verona, WI

CONTACTS

Applicant:

VH RG Land, LLC
6801 South Town Drive
Madison, WI 53713
Chris Ehlers
Vice President of Land Development
cehlers@veridianhomes.com
Phone: 608.226.3038
Fax: 608.235.4701

Design Team:

Engineering & Surveying:
D'Onofrio Kottke
7530 Westward Way
Madison, WI 53717
Phone: 608.833.7530
Fax: 608.833.1089
Dan Day
dday@donofrio.cc

Planning:
Vandewalle & Associates
120 East Lakeside Street
Madison, Wisconsin 53715
Phone: 608.255.3988
Fax: 608.255.0814
Brian Munson
bmunson@vandewalle.com

EXISTING CONDITIONS

Existing Zoning: Rural Residential, Rural Mixed Use and Transitional (Town)

Existing Parcels:

Address: _____

6801 County Highway M	060826285420
No Address	060826290410
2062 Range Trail	060826291856
2056 Range Trail	060826291954

Legal Description: See Exhibit A: Legal Description

Adopted Plans from City of Verona Comprehensive Plan

Future Land Use Plan

Project Area:	Rural Residential, 2-4 acres (Town of Verona)
Adjoining Parcels:	Rural Residential and natural/recreational resources to the east, Rural Residential to the south Cathedral Point to the West (Neighborhood & Community Residential)

See Exhibit B: Future Urban Growth Areas

Lot Area: 51.4 acres

SITE INFORMATION

The Woods at Cathedral Point is just east of the Cathedral Point neighborhood, framed by County Highway M to the north and Range Trail to the west. It’s conveniently located near U.S. Highway 151 and the Ice Age National Scenic Trail in the adjacent parcels. The land is currently agricultural fields with a kettle and wetlands in the northeast portion of the site.

See Exhibit C: Location Map

See Exhibit D: Existing Conditions

ZONING REQUEST

Amended Planned Unit Development – General Development Plan/Precise Implementation Plan (PDD-GDP/PIP)

ZONING REQUEST JUSTIFICATION

The Planned Unit Development zoning will allow for a mix of lots and uses, this project plans to meet the standards within the PUD ordinance. The neighborhood plan creates a diversity of housing at higher densities for efficient use of land while balancing neighborhood character, walkability, and preservation of environmental features. This project seeks to build upon similar design elements as Cathedral Point to the west. Connecting these two neighborhoods will extend the street network and complete the fabric of the residential neighborhood along the southern edge of the City.

VARIANCES FROM STANDARD ZONING

- Allowance for greater residential densities and diversity of lot/housing types
- Modifications to lot and bulk standards
- Allow for carriage accessed residential units

DEVELOPMENT CONCEPT

Building on similar elements of Cathedral Point, while broadening the housing choice, this development provides opportunities for diverse residential housing format, pedestrian amenities, well designed architecture, and sustainable community practices. Like Cathedral Point, it's conveniently located within minutes from Verona's downtown restaurants and shops and local and regional parks and recreational areas.



WHY PLANNED DEVELOPMENT?

Using sound planning and design principles, the Woods at Cathedral Point will expand the range of single family and multifamily options of Cathedral Point. The open space, stormwater management, and wetlands and buffers will protect and enhance the ecological systems while providing accessible spaces to the residents of the neighborhood and connections to the rest of the City. Existing trails, sidewalks, and streets in Cathedral Point will connect to and extend through the project, strengthening the overall street and trail network in the area. The Planned Development (PDD) zoning district is the most appropriate zoning approach for the Woods at Cathedral Point, as it allows for the comprehensive planning and design of the multifaceted project. The PDD process will allow the Woods at Cathedral Point to plan, design, and implement a high-quality project in a manner that would be impossible to do through the use of the conventional zoning district. The PDD process will also benefit the City of Verona in that it will maximize the opportunities for review and input into the planning process. Thus, the General Development and the Precise Development Plans will become an element of the city master plan and will control the type, location, quantity, and quality of all development within the Woods at Cathedral Point.



PROPOSED LAND USE SUMMARY

Projected Construction: 2020-2030

Proposed Use:

- 38 Carriage Lane Accessed Single Family Homes
- 101 Street Accessed Single Family Homes
- 18 Twin Home Units (9 Lots)
- 100 Multi-Family Units
- 2.32 Acres of Parks & Open Space
- 7.39 Potential Ice Age Trail (IAT)
- 5.00 Overall Dwelling Units per Acre

SINGLE FAMILY HOMES

Single family homes within the project will include both carriage lane accessed and street accessed configuration that can accommodate a wide range of house types, architectural treatments, and price points.

TWIN HOMES

Twin homes form around the northern entrance and along Range Trail, creating a transition from the northern multi-family to the traditional single family units while offering both street accessed and carriage lane housing formats.



MULTI-FAMILY

These units create additional housing diversity within the neighborhood and develop a transition off County Highway M. The increased units within this parcel allow for the incorporation of on-site management and creates enough user base to expand the amenities to include potential options of a pool and club house.



PARKS & OPEN SPACE

By preserving the kettle, wetlands, and wetland buffers, this projects provides pedestrian and bicycle connections east to the Ice Age Trail and the regional parks and recreational venues along with neighborhood parks and buffers. Two pocket parks within the neighborhood offer opportunities for a range of recreational facilities, shelters, and gathering areas to serve the neighborhood.



DISTRICT DESCRIPTIONS/ ZONING TEXT

THE WOODS AT CATHEDRAL POINT: DISTRICT I

General Development Plan/Precise Implementation Plan

Single Family Homes

Carriage Lane garage

See Exhibit E: Master Plan

See Exhibit F: District Plan

Description

Carriage lane homes offer additional housing options within the community through the use of narrow home sites, carriage lanes, and reduced setbacks. These single-family homes create a strong pedestrian-focused district through the careful attention to building placement and details. By placing the homes closer to the street and creating an unbroken front façade of houses without garages, the streetscape begins to take on a human-based scale and texture in which the emphasis is placed on the pedestrian and front porches.

Proposed Dwelling Units 38 units

Character Guidelines

- Balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade.
- Porches, stoops, and bays are allowed to encroach into the front yard setback to allow for increased porch width and to encourage the inclusion of porches or entry bays onto each house.



- Varied building setbacks are encouraged to create a more organic streetscape in which there are varied building placements along the length of the street.
- As the buildings are moved closer to the street and each other, special attention should be taken to design details, house details, and landscaping to ensure that the public street façade is of proper pedestrian scale.
- The front entry of each house should be oriented towards the public street frontage.



District I Zoning Text (PUD: GDP/ PIP)

Minimum Lot Area	3,700 square feet
Minimum Lot Width at Front Yard Setback	37 feet (42 feet corner lots)
Minimum Lot Depth	100 feet
Minimum Front Yard Setback	20 feet
Maximum Front Yard Setback	24 feet
Minimum Side Yard Setback	5 feet
Sum of Side Yards	10 feet minimum
Minimum Corner Lot Side Yard Setback	10 feet from the street side right of way
Minimum Garage Rear Yard Setback	2 foot
Detached Garage Side Yard Setbacks	5 feet
Minimum Paved Surface Side Yard Setback	2 feet
Minimum Dwelling Unit Separation	10 feet minimum setback between buildings on adjacent lots
Maximum Building Height	35 feet
Maximum Height of Detached Garage	20 feet
Required Off-street Parking and Loading	Two off-street parking stalls per lot
Maximum Impervious Surface Ratio	80%

Permitted Encroachments

Front porches, balconies, stoops, open porches and covered walkways may encroach a maximum of 6 feet into the front yard setback.

Front Yard Setbacks of 18-20 feet must utilize 6-8 feet porch encroachment

Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined by: the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.

Bay windows and fireplace chases may encroach a maximum of 2 feet into the side yard

Garden walls or fences shall be no more than 4 feet in height and will require approval by the Architectural Control Committee. Walls and fences located within the vision triangle shall not exceed 30 inches in height.

Appropriate Architectural Styles (not limited to):

Victorian

Salt Box

Prairie

Cottage

Four Square

Traditional

Southern Traditional

Shingle

Craftsman

Modern

THE WOODS AT CATHEDRAL POINT: DISTRICT II

General Development Plan/ Precise Implementation Plan:

Single Family Homes

Street accessed garage

Description

These homes offer additional diversity and housing choices in a single-family format with traditional street accessed garages.

Proposed Dwelling Units 101 units

Character Guidelines

- Balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade.
- Porches, stoops, and bays are allowed to encroach into the front yard setback to allow for increased porch width and to encourage the inclusion of porches or entry bays onto each house.
- Varied building setbacks are encouraged to create a more organic streetscape in which these are slight variations between buildings along the length of the street.
- As the buildings are moved closer to the street and each other, special attention should be taken to design details, house details, and landscaping to ensure that the public street façade is of proper pedestrian scale.
- The front entry of each house should be oriented towards the public street frontage.
- Garages will be set back a minimum of two feet from the front façade of the house to ensure that the garage does not dominate the façade of the house



District II Zoning Text (PUD: GDP/PIP)

Minimum Lot Area	5,900 square feet
Minimum Lot Width at Front Yard Setback	59 feet
Minimum Lot Depth	100 feet
Minimum Front Yard Setback	20 feet
Maximum Front Yard Setback	25 feet
Minimum Side Yard Setback	5 feet
Sum of Side Yards	10 feet minimum
Minimum Corner Lot Side Yard Setback	10 feet from the street side right of way
Reversed Corner Side Yard Setback	10-20feet
Minimum Rear Yard Setback	20 foot
Garage Setback	22 feet Garage must be setback a minimum of 2 feet from front façade of the house Side entry garages may be allowed in front of façade There shall not be more than (2) single car width and (1) double car width garage doors per street facing elevation. On street facing facades with a three stall garage, one single width door must be setback on a new façade a minimum of 2 feet from the double width garage door's façade.
Minimum Paved Surface Setback	2 feet
Bulk Mass	The width of the garage wing shall not exceed 50% of the total structure width
Maximum Building Height	35 feet
Required Off-street Parking and Loading	Three off-street parking stalls minimum per lot
Maximum Impervious Surface Ratio	60%

Permitted Encroachments

Front porches, balconies, stoops, open porches and covered walkways may encroach a maximum of 6 feet into the front yard setback.

Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined by: the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.

Bay windows & fireplace chases may encroach side yard setbacks and will require approval by the Architectural Control Committee.

Garden walls or fences shall be no more than 4 feet in height and will require approval by the Architectural Control Committee. Walls and fences located within the vision triangle shall not exceed 30 inches in height.

Decks may encroach up to 10' into rear yard setback

Appropriate Architectural Styles (not limited to):

Victorian

Salt Box

Prairie

Cottage

Four Square

Traditional

Southern Traditional

Shingle

Craftsman

Modern

THE WOODS AT CATHEDRAL POINT: DISTRICT III

General Development Plan/ Precise Implementation Plan:

Twin Homes or zero lot line single family

Carriage Lane accessed garage

Description

District III features twin home sites that offer attached housing at the single-family residential scale, accessed via carriage lane. These units consist of paired single-family units and will be available in rental and condominium ownership arrangements. These lots may be subdivided via CSM after construction into individual zero lot line homes.

Proposed Dwelling Units 14 units

Character Guidelines

- Balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade.
- Porches, stoops, and bays are allowed and encouraged to encroach into the front yard setback to allow for increased porch width and to encourage the inclusion of porches or entry bays onto each house.
- Varied building setbacks are encouraged to create a more organic streetscape in which these are slight variations between buildings along the length of the street.
- As the buildings are moved closer to the street and to each other, special attention should be taken to design details, house details, and landscaping to ensure that the public street façade is of proper pedestrian scale.
- The front entry of each house should be oriented towards the public street frontage.



District III Zoning Text (PUD: GDP/ PIP)

Minimum Lot Area	5,900 square feet twin home lots 2,900 attached single family lots
Minimum Lot Width at Front Yard Setback	59 feet for combined 29 feet for zero lot line
Minimum Lot Depth	100 feet
Maximum Number of Units Per Lot	2 units
Minimum Front Yard Setback	20 feet
Minimum Side Yard Setback	5 feet 0 feet for zero lot line home sites
Sum of Side Yard Setback (for building)	10 feet minimum
Minimum Corner Lot Side Yard Setback	10 feet from the street side right of way
Minimum Garage Rear Yard Setback	2 feet
Minimum Paved Surface Side Yard Setback	2 feet for exterior lot lines 0 feet for party wall lot lines
Maximum Building Height	35 feet
Detached Garage Side Yard Setbacks	5 feet
Required Off-Street Parking and Loading	Two off-street parking stalls per unit minimum
Maximum Impervious Surface Ratio	80%

Permitted Encroachments

Front porches, balconies, stoops, open porches and covered walkways may encroach a maximum of 6 feet into the front yard setback.

Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined by: the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.

Bay windows may encroach side yard setbacks and will require approval by the Architectural Control Committee.

Garden walls or fences shall be no more than 4' in height and will require approval by the Architectural Control Committee. Walls and fences located within the vision triangle shall not exceed 30 in height.

Additional Requirements A minimum one-hour fire rated wall assembly division, separating all areas from the lowest level flush against the underside of the roof, is required between each dwelling unit.

Appropriate Architectural Styles (not limited to):

Victorian

Salt Box

Prairie

Cottage

Four Square

Traditional

Southern Traditional

Shingle

Craftsman

Modern

***THE WOODS AT CATHEDRAL POINT:
DISTRICT IV***

General Development Plan/ Precise Implementation Plan:

Twin homes or zero lot line single family

Street accessed garage

Description

District III features twin home sites that offer attached housing at the single-family residential scale with traditional street accessed garages. These units consist of paired single-family units and will be available in rental and condominium ownership arrangements. These lots may be subdivided via CSM after construction into individual zero lot line homes.

Proposed Dwelling Units 4 units

Character Guidelines

- Balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade.
- Porches, stoops, and bays are allowed and encouraged to encroach into the front yard setback to allow for increased porch width and to encourage the inclusion of porches or entry bays onto each house.
- Varied building setbacks are encouraged to create a more organic streetscape in which these are slight variations between buildings along the length of the street.
- As the buildings are moved closer to the street and to each other, special attention should be taken to design details, house details, and landscaping to ensure that the public street façade is of proper pedestrian scale.
- The front entry of each house should be oriented towards the public street frontage.



District IV Zoning Text (PUD: GDP/ PIP)

Minimum Lot Area	9,100 square feet twin home lots 4,500 attached single-family lots
Minimum Lot Width at Front Yard Setback	91 feet for combined 45 feet for zero lot line
Minimum Lot Depth	100 feet
Maximum Number of Units Per Lot	2 units
Minimum Front Yard Setback	20 feet
Minimum Side Yard Setback	5 feet 0 feet for zero lot line home sites
Sum of Side Yard Setback (for building)	10 feet minimum
Minimum Corner Lot Side Yard Setback	10 feet from the street side right of way
Minimum Rear Yard Setback	20 feet
Garage Setback	22 feet Garage must be setback a minimum of 2 feet from front façade of the house Side entry garages may be allowed in front of façade There shall not be more than (2) single car width and (1) double car width garage doors per street facing elevation. On street facing facades with a three stall garage, one single width door must be setback on a new façade a minimum of 2 feet from the double width garage door's façade.
Minimum Paved Surface Side Yard Setback	2 feet for exterior lot lines 0 feet for party wall lot lines
Bulk Mass	The width of the garage wing shall not exceed 50% of the total structure width
Maximum Building Height	35 feet
Required Off-Street Parking and Loading	Two off-street parking stalls per unit minimum
Maximum Impervious Surface Ratio	70%

Permitted Encroachments

Front porches, balconies, stoops, open porches and covered walkways may encroach a maximum of 6 feet into the front yard setback.

Corner lot porches, and bay windows may not encroach the vision triangle. The triangle is defined by: the intersection of the curbs at the corner, and a point 30 feet back along each curb from the corner.

Bay windows may encroach side yard setbacks and will require approval by the Architectural Control Committee.

Garden walls or fences shall be no more than 4' in height and will require approval by the Architectural Control Committee. Walls and fences located within the vision triangle shall not exceed 30 inches in height.

Additional Requirements A minimum one-hour fire rated wall assembly division, separating all areas from the lowest level flush against the underside of the roof, is required between each dwelling unit.

Appropriate Architectural Styles (not limited to):

Victorian

Salt Box

Prairie

Cottage

Four Square

Traditional

Southern Traditional

Shingle

Craftsman

Modern

THE WOODS AT CATHEDRAL POINT: DISTRICT V

General Development Plan

Apartments

See Exhibit G: Multi-Family Concept Plan

Description

Apartment Homes within the Woods at Cathedral Point will offer another residential housing option within the development. This district will require future PIP submittal and approval prior to construction.

Proposed Dwelling Units 100 units

Character Guidelines

- Buildings should be oriented to the street with internalized surface parking lots landscaped to break up paved areas.
- Buildings will be 2-3 stories with underground parking.
- Pedestrian connections, plazas & landscaping will be utilized to create relationships between the multi-family buildings, streets, frontages, and to the open space east of the site.
- Architectural elements such as balconies, entry bays and front entry porches are recommended to enhance the human scale of the public street façade and relationship to homes across the street.
- Buildings should take advantage of views to open space.
- There is potential for onsite amenities such as community building, gathering room, pool, etc.
- Commercial uses may be considered at time of application, based upon market interest. Commercial use may take the form of flex space which is area built as residential units which may be converted to commercial use at a later time when market conditions for commercial improve.



District V Zoning Text (PUD: GDP)

Minimum Front Yard Setback	15 feet
Minimum Side Yard Setback	10 feet
Maximum Building Height	45 feet or 3 stories
Required Off-street Parking and Loading	Per City of Verona standards Parking for each unit may be accommodated by surface, underground, or a combination.
Maximum Impervious Surface Ratio	70%
Maximum Floor Area Ratio	Varies (will be set by PIP)

ARCHITECTURAL STANDARDS

Development within the project will meet the standards of the Woods at Cathedral Point Design Guidelines) and require review and approval by the Architectural Review Committee for Smith's Crossing prior to submittal to the City of Verona.

The following additional guidelines will also apply:

Massing

- Awnings, bays, canopies, porches, stoops, towers and windows are encouraged to enhance the building scale.
- Primary façade rooflines are encouraged to be broken with bays, gables, and smaller roof forms to reduce the overall size of roof elements. Pitched or flat roof forms may be allowed, as appropriate to the overall style of the building.
- Façade breaks and wall recessions shall be used to further break up massing of buildings.

Styles

- The individual building's architectural design shall select one style of architecture and apply appropriate details, massing, rooflines, façade breaks, colors, and materials on all of the buildings within the apartment site. The buildings should contain slight variations in materials and colors between buildings to enhance the overall character of the site.
- Appropriate styles:
 - Victorian
 - Salt Box
 - Prairie
 - Cottage
 - Four Square
 - Traditional
 - Southern Traditional
 - Shingle
 - Modern
 - Craftsman

Materials

- Building design shall feature high quality, durable materials in a range of types and colors.
- Appropriate materials:
 - Brick
 - Stone and cast stone
 - Cement board, composite siding, or vinyl siding
 - Wood, composite, vinyl, or cement board shingle siding, board & batten siding
 - Metal panels
 - Synthetic trim materials

Parking

- Exposed lower level parking walls shall relate in scale to the entire building and shall use architectural grade finishes.
- Surface parking lots shall utilize a tree planting island of at least 8' in width to provide breaks in parking stalls after 12 stalls in a row.

OPEN SPACE

The open space portion of this project includes publicly dedicated open space, natural wetlands and buffers, Ice Age Trail connections, and a stormwater management area.

All of the open space components will be dedicated to the public or conveyed to the Ice Age Trail based upon further discussions.

Dedicated Open Space	2.32 Acres
<u>Potential Ice Age Trail</u>	<u>7.39 Acres</u>
<i>Total</i>	<i>9.71 Acres</i>
 Stormwater	 3.59 Acres
 Required Park Dedication	 9.36 Acres

See Exhibit H: Parks & Open Space

STORMWATER

The stormwater management is designed not only to treat runoff, but also to be a part of the open space system and viewed as an amenity with public access via the trail connections.

The stormwater component will be owned and maintained by the City.

TREE PRESERVATION

Preserving on-site vegetation is an integral part of the design of the neighborhood. Additional efforts to preserve the existing tree lines along northeastern portion of the site, western edge of the wetlands, include increased lot depth, coordinating front yard utility corridors, and construction impact avoidance.



STREETS

The Woods at Cathedral Point features a complete street network with sidewalks on both sides of public streets, extending west to Range Trail. Residential collector and local street widths have been used to meet both vehicle and pedestrian needs.

The Homeowners Association will be responsible for the maintenance of any planting islands within right-of-way and carriage lanes.

See Exhibit I: Street Right-of-Way Widths



MAILBOXES

Per United States Postal Service, cluster mailboxes will be used and placed throughout the neighborhoods in easements or outlots. Final easements and outlots will be determined at time of final plat submittal and may be adjusted based upon phasing of the project.

The Homeowners Association will be responsible for the maintenance of the CBUs.

See Exhibit J: CBU Locations



HOMEOWNER ASSOCIATION

The Woods at Cathedral Point will be governed by a Home Owners Association (HOA). Maintenance responsibilities will be further detailed in the amended covenants and restrictions recorded against each property.

ARCHITECTURAL REVIEW COMMITTEE

The Architectural Review Committee and the Woods at Cathedral Point Covenants and Restrictions Code will be set up to ensure the continued development of high quality design, architecture and site execution is carried throughout the neighborhood.

Architectural and Landscape plans for any site within the Woods at Cathedral Point shall be submitted to the Architectural Review Committee for review and approval prior to the issuance of any Building Permit, or prior to any site improvements.

The Committee will review all submitted plans to ensure the continuation of the distinct architectural character, and landscape quality established within the development. Plans will be reviewed based on the design guidelines as established in the Covenants and Restrictions guide and standards outlined for each zoning district. The Committee will review any future remodeling plans that will change the outward appearance of any structure found within the Woods at Cathedral Point. The Committee will not review any re-landscaping plans that take place more than one year after the original landscape plan is installed.

The Committee has the right to enforce all design guidelines and standards found within the Covenants and Restrictions, Design Guidelines, or zoning text. The Committee also retains the right to grant exceptions to the design guidelines and standards based on the merit of exceptional design that may not fall within or meet the technical requirements of the guidelines and standards, but generally accomplished the basic principles and intent of the aforementioned documents. Exceptions may also be made on a case-by-case evaluation of individual site context issues that would inhibit the practical implementation of these guidelines and standards.

The Architectural Review Committee shall initially be appointed by the Developer, and references in this Zoning Text to the Architectural Review Committee shall mean the Developer for such period of time as the Developer remains the only member of the Architectural Review Committee as provided in the Association Bylaws. As long as the Developer is the only member of the Architectural Review Committee, the Developer, acting alone, may exercise all of the rights and ceases to be the sole member of the Architectural Review Committee, the Architectural Review Committee shall thereafter consist of such persons as are elected pursuant to the Bylaws.

EXHIBITS

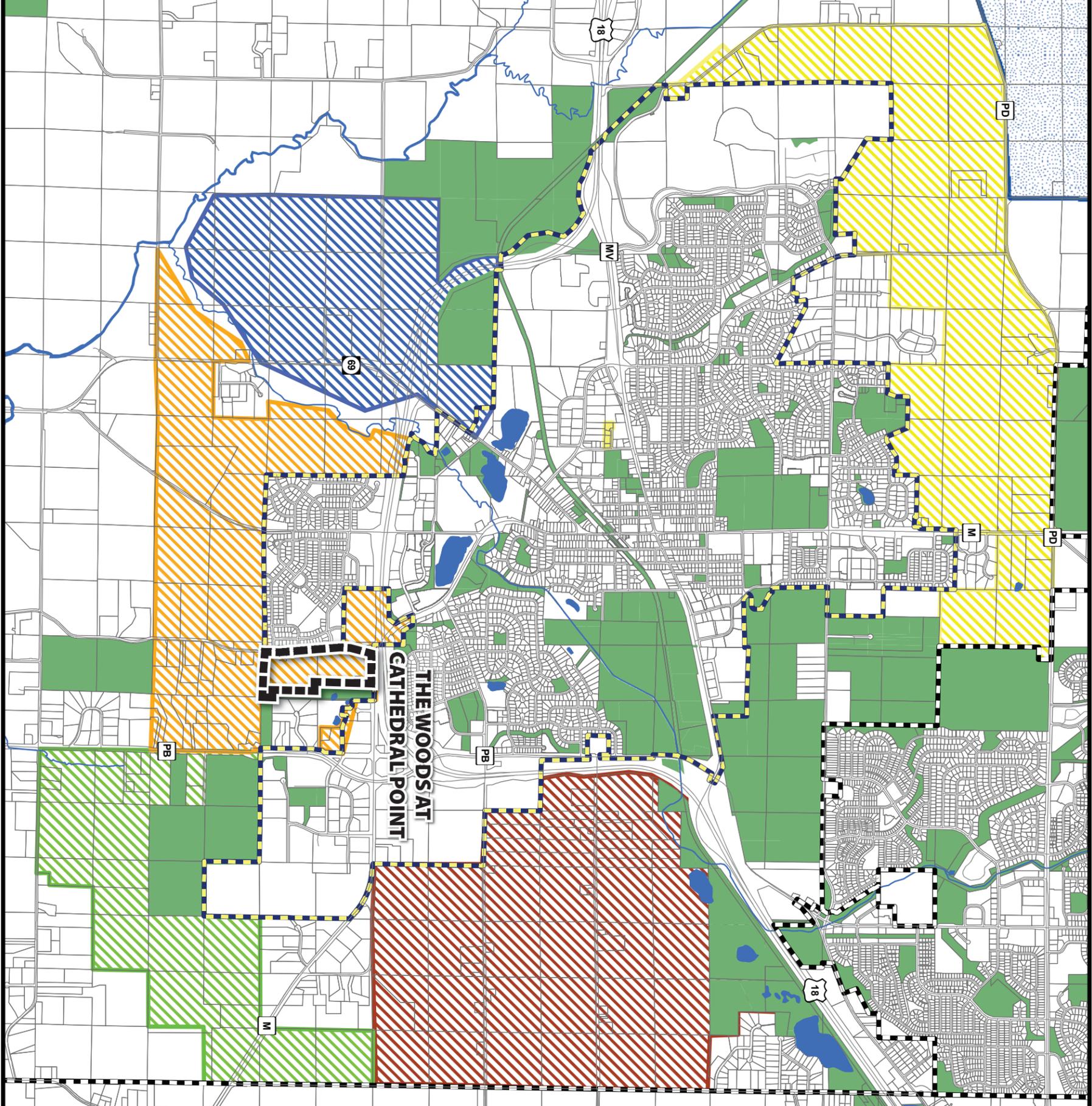
- Exhibit A** Legal Description
- Exhibit B** Future Urban Growth Areas
- Exhibit C** Location Map
- Exhibit D** Existing Conditions
- Exhibit E** Master Plan
- Exhibit F** District Plan
- Exhibit G** Zoning Map
- Exhibit H** Multi-Family Concept Plan
- Exhibit I** Parks & Open Space
- Exhibit J** Street Right-of-Way Widths
- Exhibit K** CBU Locations

Exhibit A: LEGAL DESCRIPTION

A parcel of land located in the NW1/4 of the NW1/4 and in the SW1/4 of the NW1/4 of Section 26, T6N, R8E, Town of Verona, Dane County, Wisconsin to-wit:

Commencing at the Northwest corner of said Section 26; thence S89°11'07"E, 920.08 feet along the North line of said NW1/4; thence S00°48'53"W, 50.00 feet to a point on the South right-of-way line of County Highway "M", to the point of beginning; thence S03°05'38"W, 610.26 feet; thence S00°44'00"E, 702.89 feet; thence S88°45'52"E, 188.77 feet; thence S00°44'05"W, 994.04 feet; thence S89°14'48"E, 174.86 feet; thence S00°44'05"W, 264.15 feet to a point on the South line of said NW1/4; thence N89°12'16"W, 5.73 feet along said South line to the Northeast corner of Lot 1, Certified Survey Map No. 10624; thence N01°39'52"E, 32.07 feet; thence N87°26'45"W, 743.63 feet; thence N87°08'11"W, 350.92 feet to a point of curve; thence Northerly along a curve to the left which has a radius of 4500.00 feet and a chord which bears N01°30'48"W, 414.77 feet; thence N04°09'17"W, 1352.52 feet; thence N85°50'43"E, 33.00 feet to a point on the East right-of-way line of Range Trail; thence N04°09'17"W, 30.64 feet along said East right-of-way line; thence N03°51'28"E, 162.62 feet along said East right-of-way line; thence N12°47'05"E, 171.96 feet along said East right-of-way line; thence N18°38'57"E, 371.02 feet along said East right-of-way line to a point on the South right-of-way line of County Highway "M"; thence N82°03'05"E, 167.77 feet along said South right-of-way line; thence S89°11'07"E, 519.17 feet along said South right-of-way line to the point of beginning.

Containing 2,241,628 square feet (51.461 acres).



City of Verona
Comprehensive Plan



Map 8-5

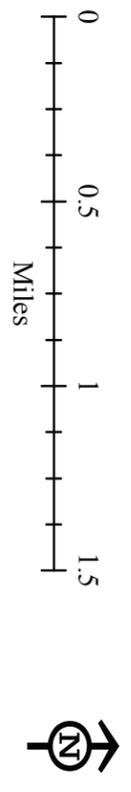
Future Urban Growth

Legend

- Public Lands
- Area-South-West
- Area-South
- Area-South-East
- Area-East
- Area-North
- Area-North-Of-PD
- Verona City Limits January 2009
- Madison City Limits January 2009
- Township Boundaries
- 2009 Property Lines
- Lakes/Streams

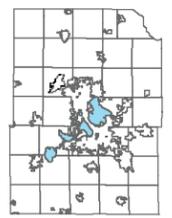
Note--Please refer to Chapter 8 for more information...

September 14, 2009



Source Info:
 City of Verona
 Dane County Land Information Office
 Dane County Planning and Development
 Capital Area Regional Planning Commission

This map was prepared by the City of Verona in conjunction with the Dane County Land Information Office, Dane County Planning and Development, and the Capital Area Regional Planning Commission.





Revised: 7.16.19
VANDEWALLE & ASSOCIATES INC.
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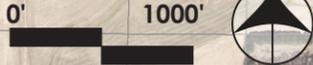


EXHIBIT C:
LOCATION MAP

THE WOODS AT CATHEDRAL POINT

VERONA, WISCONSIN



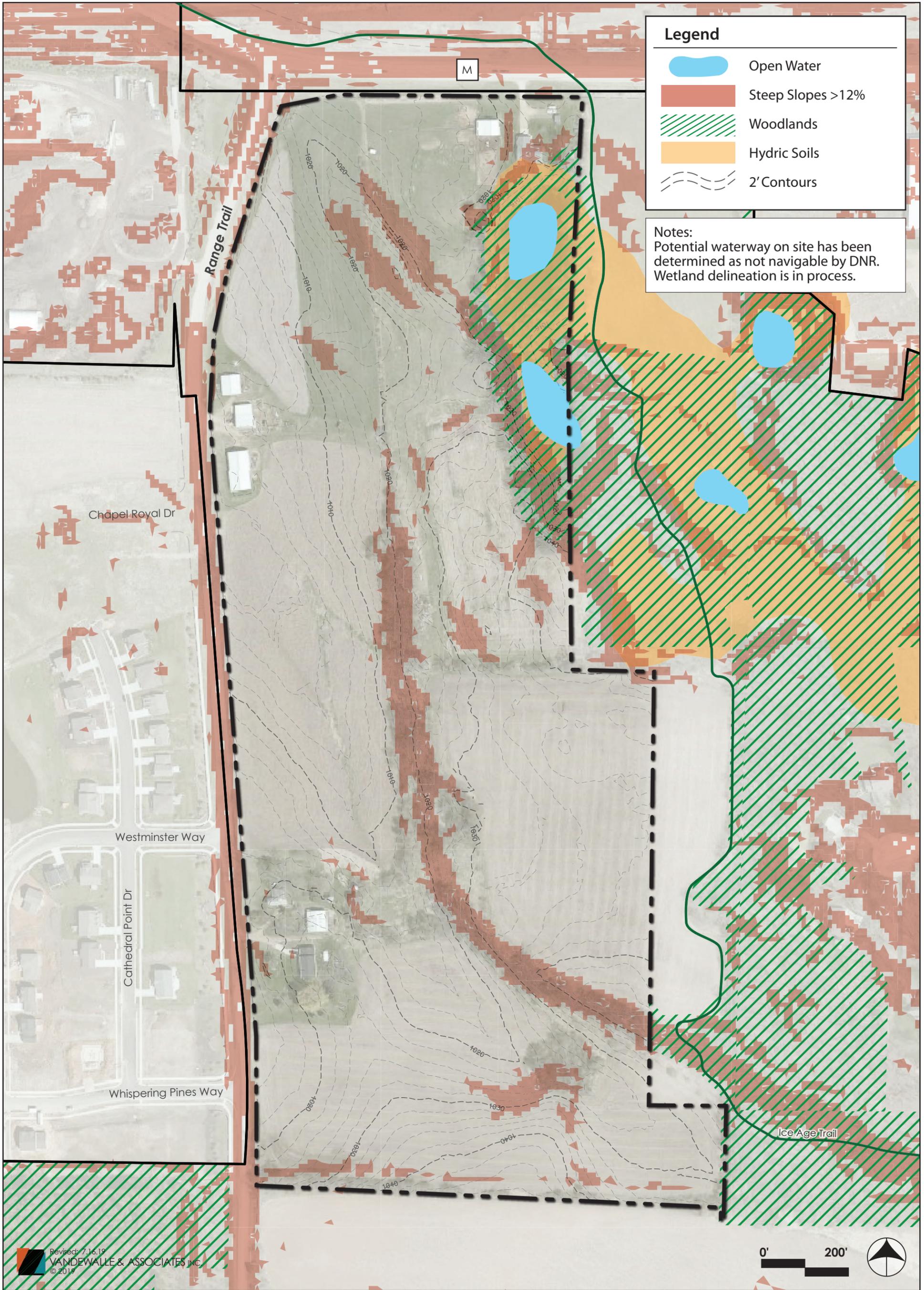
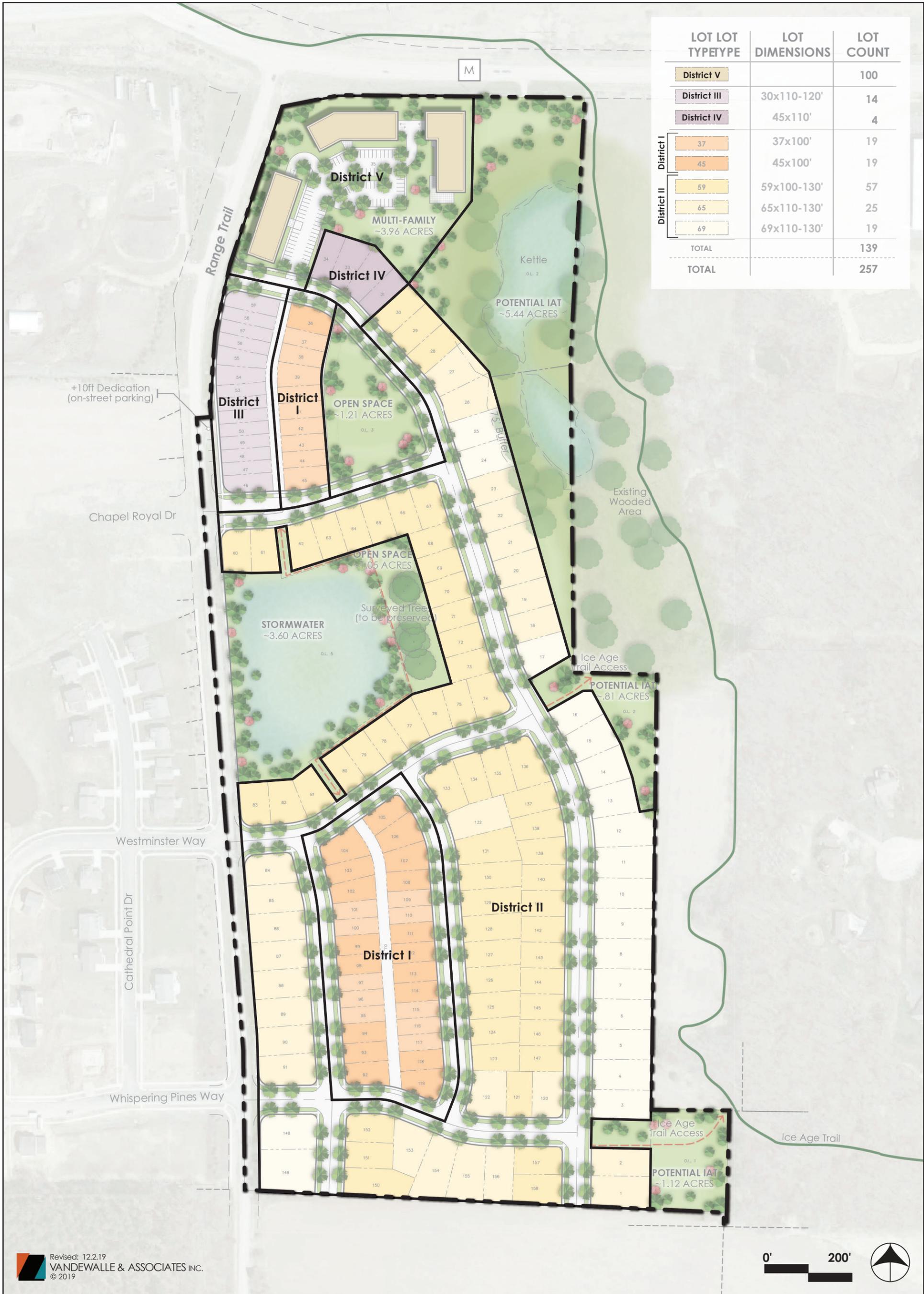


EXHIBIT D:
 EXISTING
 CONDITIONS

THE WOODS AT CATHEDRAL POINT
 VERONA, WISCONSIN





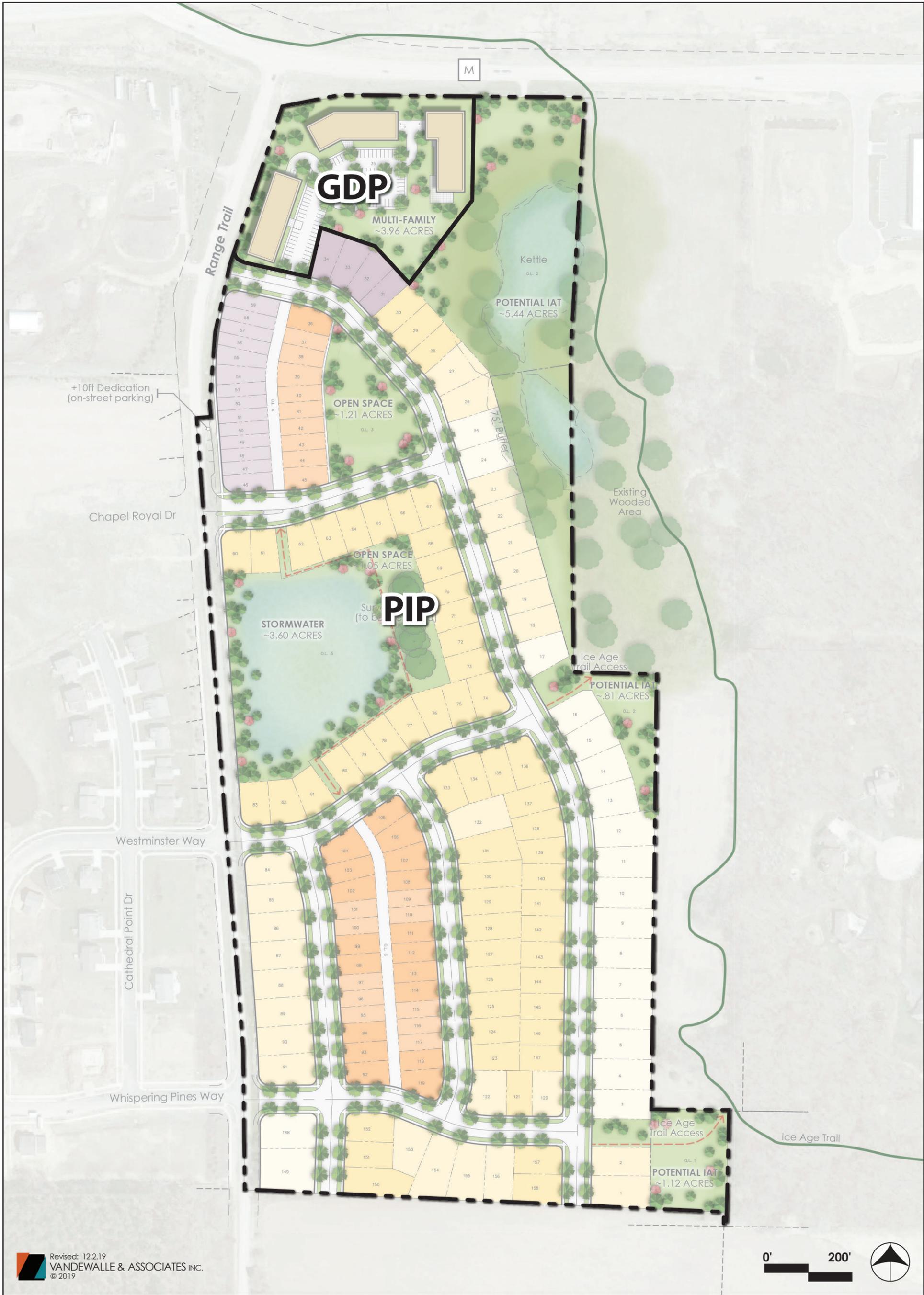
Revised: 12.2.19
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EXHIBIT F:
 DISTRICT PLAN

THE WOODS AT CATHEDRAL POINT
 VERONA, WISCONSIN





Revised: 12.2.19
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EXHIBIT G:
 ZONING MAP

THE WOODS AT CATHEDRAL POINT

VERONA, WISCONSIN



Total Units ~100 Units
Total Area ~3.96 Acres

Parking
Per City of Verona Standards

M

Range Trail

MULTI-FAMILY
~3.96 ACRES

Revised: 12.2.19
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0' 80'
23' 

EXHIBIT H:
MULTI-FAMILY
CONCEPT PLAN

THE WOODS AT CATHEDRAL POINT
VERONA, WISCONSIN


VERIDIAN
HOMES



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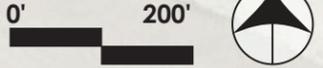
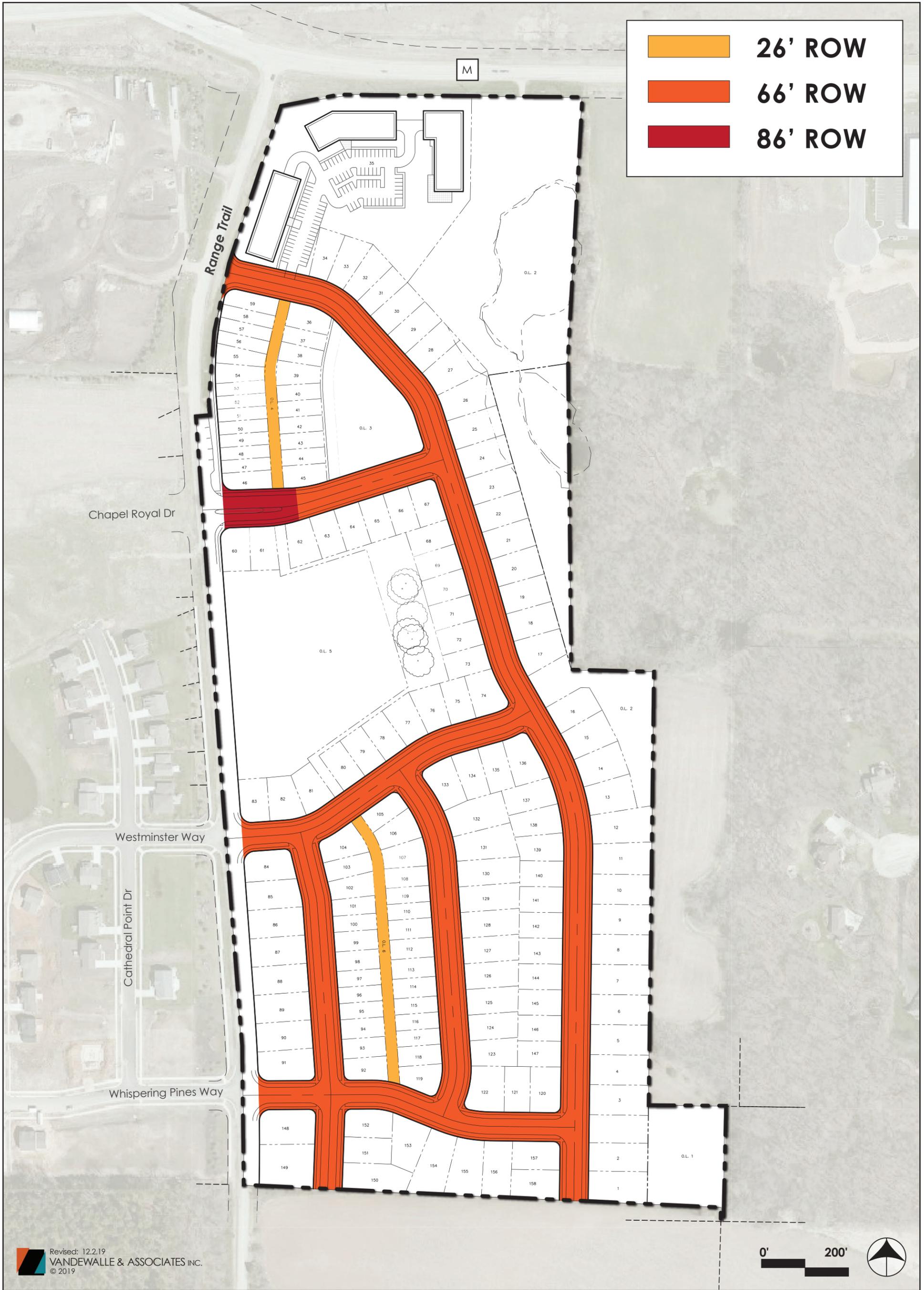


EXHIBIT I:
 PARKS &
 OPEN SPACE

THE WOODS AT CATHEDRAL POINT
 VERONA, WISCONSIN





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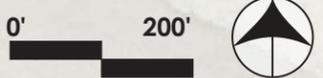
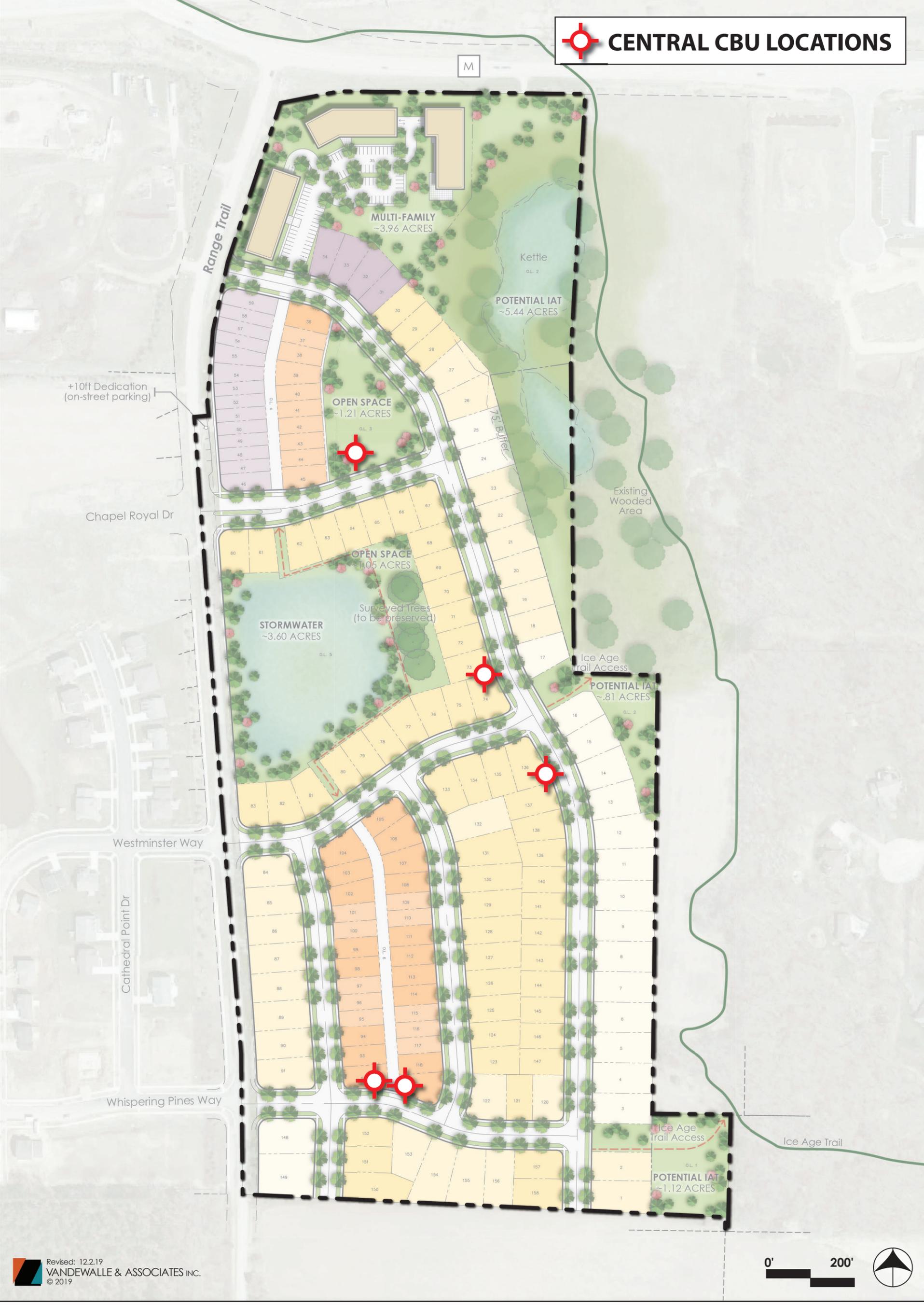


EXHIBIT J:
 STREET RIGHT-
 OF-WAY WIDTHS

THE WOODS AT CATHEDRAL POINT
 VERONA, WISCONSIN



 **CENTRAL CBU LOCATIONS**



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EXHIBIT K:
 CBU LOCATIONS

THE WOODS AT CATHEDRAL POINT
 VERONA, WISCONSIN



**CITY OF VERONA
RESOLUTION NO. R-20-007**

A RESOLUTION APPROVING A TIF DEVELOPMENT AGREEMENT AND A PUBLIC IMPROVEMENTS AGREEMENT WITH SUGAR CREEK COMMONS LLC

WHEREAS, the City has established Tax Incremental District Number 9 for the purpose to eliminate blight and encourage the redevelopment of the District consistent with the City's plans; and

WHEREAS, a Developer wishes to a 120-room hotel with a conference center, and a mixed-use building containing 143 apartment units and 26,000 square feet of commercial space located at 509 West Verona Avenue; and

WHEREAS, the Developer is willing to develop the project in accordance with this Agreement if it obtains financial assistance from the City as set forth herein; and

WHEREAS, the Project will benefit the City and the public for a number of reasons, including but not limited to, an increase in the City's tax base, eliminate blight, redevelop an underutilized property, and create a higher and better usage of the Project Property, which will collectively promote the general welfare of the citizens of the City.

NOW, THEREFORE, BE IT RESOLVED that the Common Council of the City of Verona hereby approves a TIF development agreement and a public improvements agreement with Sugar Creek Commons LLC to allow for the construction of a mixed-use development at 509 West Verona Avenue.

Passed, signed and dated this 10th day of February, 2020.

CITY OF VERONA

SEAL

Luke Diaz, Mayor

Ellen Clark, City Clerk

SUGAR CREEK COMMONS

**PUBLIC IMPROVEMENTS
DEVELOPMENT AGREEMENT**

THIS SUGAR CREEK COMMONS PUBLIC IMPROVEMENTS DEVELOPMENT AGREEMENT (the “Agreement”) is made this ____ day of _____, 2020, by and between Sugar Creek Commons, LLC, a Wisconsin limited liability company (the “Developer”) and the City of Verona, a Wisconsin municipal corporation (the “City”).

RECITALS

- A. The Developer and its affiliate 509 West Verona Avenue, LLC, have acquired property within the City of Verona, as more fully described on Exhibit A, attached hereto (collectively, the “Property”) upon which will be developed Sugar Creek Commons, a master-planned development consisting of three separate components: (i) a hotel with approximately 120 rooms and a conference center (the “Hotel Project”), (ii) mixed use buildings with approximately 26,000 square feet of retail space and approximately 143 apartment units (the “Mixed-use Project”), and (iii) a multi-family residential building with a total of approximately 140 units (the “Multifamily Project”).
- B. The Developer has recorded a CSM and subdivided the Property using a certified survey map (the “CSM”) resulting in the creation of the following four lots identified on CSM 15323 as: (i) Lot 1: a 91,875 square-foot lot upon which the Hotel Project will be developed; (ii) Lot 2: a 73,556 square-foot lot and Lot 3: a 71,331 square-foot lot, upon which the Mixed-use Project will be developed; and (iii) Lot 4: a 128,857 square-foot lot which will be reconfigured in the future prior to development of the Multifamily Project.
- C. The City seeks to protect the health, safety and general welfare of the community by requiring the completion of various improvements necessary to serve the Property and thereby to limit the harmful effects of substandard development, which leaves property undeveloped and unproductive.
- D. Title 14 of the Code of Ordinances, City of Verona, Wisconsin (the “Subdivision Ordinance”) requires that provisions be made for the installation of public improvements to serve the Property, including, but not limited to, sanitary sewer facilities, water mains and water service laterals, the grading of public lands, erosion and storm water runoff control, and street improvements.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
City of Verona
Attn: City Clerk
111 Lincoln Street
Verona, WI 53593

P.I.N.
See Exhibit A

- E. The City's purposes in entering into this Agreement are, among others, to provide for the installation of required improvements, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard development. The Agreement is not executed for the benefit of material men, laborers, or others providing work, services or material to the Property or for the benefit of future purchasers of the Property.
- F. The Developer now wishes to proceed with the installation of public improvements to serve the Property.
- G. The City will be injured in the event of the Developer's failure to fully and completely perform the requirements of this Agreement.

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Developer and the City agree as follows:

ARTICLE I – REQUIRED IMPROVEMENTS

A. General Conditions.

1. Improvements.

The Developer shall construct and install, at its own expense (subject to reimbursement from any tax increment financing that may be made available to the Developer pursuant to a separate agreement), the improvements necessary to serve the Property as set forth in the CSM and in the plans prepared for the Developer by JSD Professional Services, Inc., and approved by the City, and particularly including the following items: installation of public sanitary sewer, public storm sewer, public water, public streets and public sidewalks, storm water management, gas, electric, cable, telephone, street lights, and street trees for dedication to the City (hereinafter referred to as the “Improvements”), as attached hereto as Exhibit B. The Improvements shall not be constructed hereunder unless the letter of credit required by this Agreement has been presented to and accepted by the City, which acceptance shall not be unreasonably withheld, conditioned or delayed. The Developer's obligation shall be independent of any obligations of the City contained herein. All of the Improvements shall meet the minimum requirements of the Subdivision Ordinance and City construction standards. The Developer's obligation to complete the Improvements shall arise upon execution of this Agreement by all parties and shall not be conditioned on the commencement of construction in the Property or sale of any lots or improvements within the Property. The Developer agrees to construct Improvements required to connect the Property to existing utilities, and to dedicate the Improvements to the City.

2. Any Improvements that are not completed on or before October 31, 2020 (except for the final course of asphalt, which shall be allowed to remain unfinished for the

period allowed under Article I-B-3 of this Agreement) may be completed by the City, and the City may draw on the letter of credit to pay all costs associated with completing the Improvements.

3. Contractors Engaged by the Developer.

The Developer agrees to engage contractors for all construction included in this Agreement who shall perform such work to the standards of the City and who shall comply with every requirement of the City Code and standards in performing such work. The Developer shall furnish the City Public Works Director (hereinafter, the “Director” or the “City Engineer”) with the names of all contractors and their subcontractors and with the classification of the work that they will perform, each of which shall be approved by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

4. City Approval of Starting Date.

a. Construction of the Improvements shall commence on or before June 15, 2020 and shall be substantially completed on or about October 31, 2020; however, the actual commencement date of construction shall be determined by the contract between the Developer and its contractor(s), subject to approval by the City, which approval shall not be unreasonably withheld, conditioned or delayed.

b. A starting date for construction will not be approved until final plans and specifications for the Improvements have been approved by the City Engineer, stamped “Approved for Construction,” and signed by the Developer’s Engineer, which approval shall not be unreasonably withheld, conditioned or delayed. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Engineer, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. A starting date will not be approved until all review and permit fees have been paid and the letter of credit required by this Agreement has been presented to and accepted by the City.

5. Responsibility for Costs.

The Improvements shall be designed, permitted, constructed, and installed by the Developer at the Developer’s sole expense. The City shall not be responsible for any costs or charges relating to the Property or this Agreement. The Developer shall be responsible for all inspection fees associated with the Improvements.

6. Public Bidding Requirements.

The Developer shall publicly advertise, bid, and contract for the construction of the Improvements in accordance with Wisconsin law governing public construction, including, but not limited to, Wis. Stat. §§ 62.15, 66.0901, and 779.14.

B. Specifications for Improvements.

1. Grading Plan.

- a. The Property shall be graded in conformity with the Master Site Grading Plan as approved by the City Engineer, and corner elevations shall be identified on the Master Site Grading Plan. All site development and final landscaping of individual lots shall comply with the drainage path and elevations on the approved construction drawings and the Master Site Grading Plan to promote positive drainage. Lowest opening elevations of structures located in lots adjacent to storm water management facilities, overflows from storm water facilities, open channels, and low points in roadway rights-of-way shall be set to not have an adverse impact on overall site drainage and also be identified on the Master Site Grading Plan.
- b. The Developer shall submit to the City a record drawing identifying the grades as established by the Developer. The Developer shall require all builders to provide the City with an engineer's certification stating that the grades on the record drawing are in conformance with the final approved grading plan within tolerances accepted in the industry, typically within 0.1-ft.
- c. The Developer shall obtain a land disturbing activity permit pursuant to the City and Wisconsin Department of Natural Resources ("WDNR") Code prior to grading, excavating, or other land disturbing activities.

2. Erosion Control Plans.

- a. Prior to the commencement of construction, the Developer must receive approval from the applicable governing agencies for an erosion control plan: the City, Dane County, and the WDNR. At a minimum, an erosion control plan that conforms to the provisions of the City Code shall be required. The Developer shall comply with the approved erosion control plan. Erosion control shall be implemented, inspected, and maintained as required per the approved engineering drawings and permits issued. Any maintenance required as a result of an inspection or other notification shall comply with the permit. If required action is not completed by the Developer, an enforcement action may be taken by the WDNR or the City.

- b. If the Developer fails to properly maintain the storm water treatment facility and downstream channels within thirty (30) days of delivery of written notice by the City to the Developer prior to acceptance by the City (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions), then, in addition to any other remedies available to the City that are provided by law, the City, or its designee, may perform such maintenance, and the Developer shall pay the City for all reasonable costs of maintenance performed by the City. Notwithstanding the foregoing, the City shall not declare a default under this Agreement during the thirty (30) day cure period unless it is clear that the Developer does not intend to perform said work, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to perform said work, or if the City determines that such immediate action is necessary, the City may perform said work and deduct the cost thereof from the letter of credit.

3. Street Improvements.

- a. All street improvements shall be constructed by the Developer as shown on the CSM and in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer.
- b. The Developer shall construct all street improvements, including gravel base, and install the curb and gutter in accordance with the construction standards of the City. Streets shall not be constructed until utilities under the roadway are completed and approved.
- c. The City Engineer shall retain final authority, exercised in accordance with industry standards, regarding the need to remove sub base material and to replace such sub base material with suitable material, to make sure that the quality of any utility and street construction satisfies the Subdivision Code.
- d. The final course of asphalt shall be installed in all streets within ___ months after the completion of the lower layer of asphalt, except that this deadline may be extended by the City Engineer for a reasonable time with respect to the laying of the final layer of asphalt paving on streets, so long as the Developer furnishes appropriate surety for the completion of such work in the judgment of the City Engineer.

4. Sidewalks.

The Developer shall construct and install sidewalks in accordance with the Plans approved by the City Engineer and in accordance with the construction standards of the City.

5. Lighting.

The Developer shall pay for the installation of street lights and restoration for the Property, including the restoration required by the installation of underground wiring. Street lights shall be placed at intervals and in locations as set forth on a street light plan approved by the City Engineer and the applicable electric utility company. The type and specifications of the street lights must be approved by the City Engineer prior to installation.

6. Sanitary Sewer Collection.

- a. The Developer shall furnish, construct and install sanitary sewer facilities for the Property in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer, including installing sanitary sewer service laterals to serve each lot in in the Property. All sanitary sewer main and lateral construction shall be done in accordance with the construction standards of the City and shall be completed prior to the application of the lower layer of asphalt street pavement.
- b. No installation of the underground utilities shall commence until plans and specifications have been approved by the City Engineer and the WDNR.

7. Water Distribution.

- a. The Developer shall furnish, construct and install water mains and laterals for the Property in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. All water main and service lateral construction shall be done in accordance with construction standards of the City, and the Developer shall install water service laterals to serve each lot in in the Property.
- b. No installation of the underground utilities shall commence until plans and specifications have been approved by the City Engineer and the WDNR as it requires.

8. Storm Sewer and Storm Water Management Facilities.

- a. The Developer shall furnish, construct and install storm sewers and storm water management facilities for the Property in accordance with the design plans prepared by JSD Professional Services, Inc., and as approved by the City Engineer. All storm sewer construction shall be done in accordance with construction standards of the City and shall be completed prior to the application of the lower layer of asphalt street pavement. The Developer shall provide all storm water runoff calculations requested by the City Engineer to determine the adequacy of the facilities.

9. Easement and Utility Service.

In accordance with the City Code, all utilities serving the Property, including, but not limited to, electric power, natural gas, communications facilities, telephone and cable, shall be installed underground. Except as otherwise provided in this section, all utility equipment, appurtenances, conduits, lines and structures, electrical power, cable, communication facilities and telephone shall be installed within the right of way or within easements along side or rear yard lot lines and shall not be permitted in the front yard without written approval by the City. No retaining walls, fences, decks or other similar structures may encroach upon easement rights granted for the operation and maintenance of municipal utilities.

10. Fencing and Debris Removal.

The Developer shall remove all interior fences and posts on the Property, and shall remove all man-made debris on lands to be dedicated to the public by the CSM, or which are public at this time.

11. Excess Fill Materials.

If excavations result in excess fill, and the Developer uses such fill materials on lots within the Property, the Developer shall be solely responsible for the location, grades, and method of placement of such material. Positive drainage shall be maintained and no adverse impacts to adjacent property owners shall occur by changes to drainage. Although such fill materials shall be leveled and graded as required by this Agreement, neither the City, the City Engineer, nor the employees or agents of either shall be responsible for the location, method of placement, type, or degree of compaction of any materials placed on private property.

12. Street Signs.

To the extent necessary, the Developer shall pay for the installation of all traffic control signs and street name signs for the Property.

13. Foundations.

On the approved construction plans, the Developer shall identify for the City the lowest allowable exposed foundation elevations for all lots within the Property that abut bodies of water (*i.e.*, navigable waters and storm water basins).

ARTICLE II – PAYMENT OF FEES AND COSTS

A. Developer to Reimburse City Costs and Pay Other Fees.

1. City Costs.

The Developer shall pay to the City, within thirty (30) days of billing, the City’s reasonable fees associated with this Agreement and/or the Improvements, including, but not limited to, administrative fees, planning fees, engineering fees, attorney’s fees, construction inspection fees, and soils testing fees. Interest of one and one-half percent (1½%) per month shall be charged on invoices not paid within thirty days of billing. The City shall provide detailed invoices of the City’s costs to the Developer no less frequently than monthly.

2. MMSD Fees.

The Developer agrees to pay applicable Madison Metropolitan Sewerage District (MMSD) Interceptor Connection Charges (ICC) and Wastewater Treatment Plant Connection Charges (TPCC). The ICC and TPCC are based on developable acreage in the CSM. The City estimates the fees to be \$_____.

3. City Water Impact and Sanitary Sewer Connection Fees.

The Developer agrees to pay the City of Verona Water Impact Fee and Sanitary Sewer Connection Fee. The City of Verona Water Impact Fee and Sewer Connection Fee are based on gross acreage of land approved in the CSM. The Developer agrees to pay the fees that are in effect prior to the City of Verona substantially accepting the sewer and water improvements. The Letter of Credit shall not be reduced until after the City of Verona connection charges and impact fees associated have been paid in full. The City estimates the Water Impact Fee to be \$_____, and the Sanitary Sewer Connection Fee to be \$_____.

4. City Park Fees.

The Developer agrees and acknowledges that at the time building permits are issued for multi-family units on the Property, park development fees as provided in Section 14-1-81(f) of the City Code of Ordinances shall be paid.

ARTICLE III – ACCEPTANCE AND GUARANTEE OF IMPROVEMENTS

A. Inspection.

1. After the required Improvements have been made, installed and completed, the Developer shall notify the City Engineer, in writing, that the work is complete and ready for final inspection. All Improvements shall be inspected and tested within sixty (60) days of the Developer’s notice by the City Engineer or a consultant

retained by him to assure compliance with all construction and improvement requirements of the City. The Developer agrees to provide for the maintenance and repair of all Improvements until the Improvements are accepted by the City. Before any sureties or other financial guarantees are released to the Developer, the City Engineer shall approve the satisfactory completion and acceptance of the Improvements; provided however that the City may reduce the amounts of the sureties or financial guaranties pursuant to Article IV, Section A.3. The Developer shall obtain an original lien waiver(s) from the Contractor(s) for the labor and materials for which payment is requested upon delivery of the payment to the Contractor(s), and the Developer shall provide the City with a copy of such original lien waiver(s). Prior to City acceptance of Improvements, the Developer shall provide the City with the lien waivers and such information on the cost of the Improvements as the City may require.

2. Prior to the City Engineer's inspection and approval of sanitary sewers, the Developer shall have performed, and at its cost, an air-pressure test and television inspection of those utilities. The Developer shall pay the actual cost of such inspection as required by the City Code. In addition, the water system installation shall not be accepted until a successful pressure test and bacteriologically safe sample is obtained by a certified testing agency. The Developer shall be responsible to flush the main, obtain the samples, and have all tests completed as may be required for the City's acceptance. Upon completion of the mains, hydrants, valves, appurtenances, and service laterals and certification of approval by the Director, ownership and control of the system shall be turned over without any restrictions to the City Water Utility.

B. Record Drawings and Cost of Improvements.

After completion of all Improvements and prior to final acceptance of the Improvements, the Developer shall prepare and have approved by the City three (3) copies of a complete plan of the Improvements as constructed, together with an electronic version of the record drawings, as required by the Subdivision Ordinance. After completion of all Improvements and prior to acceptance of the Improvements, the Developer shall provide the City with such information on the cost of the Improvements as the City may require for accounting purposes.

C. Dedication.

Subject to all of the other provisions of this Agreement, the Developer shall, upon completion of the above-described Improvements, unconditionally, and without charge to the City, give, grant, convey and fully dedicate the same (excepting sanitary sewer laterals and water laterals lying outside of dedicated right-of-way) to the City, its successors and assigns forever, free and clear of all encumbrances, together with (without limitation because of enumeration) all land, buildings, structures, mains, conduits, pipes, lines, plant, machinery, equipment appurtenances and habiliments which may in any way

be a part of or pertain to such Improvements, together with any and all necessary easements for access thereto.

D. Acceptance.

Following the City Engineer's report of completion of the Improvements and acceptance, the City shall thereafter have the right to connect or integrate other utility facilities with the facilities provided hereunder without payment or award to, or consent required of, the Developer. The City Engineer shall provide the Developer with a copy of the City acceptance of the Improvements hereunder which the Developer may record to evidence compliance with this Agreement. Certification by the City Engineer does not constitute a waiver by the City of any rights related to the guarantee set forth in Article III-E below against defects in or failure of any Improvements that are detected or which occur following such acceptance.

E. Improvement Guarantee.

The Developer guarantees all Improvements against defects which appear within a period of one year from the date of acceptance by the City as herein provided and shall pay for any damages resulting there from to City property. If any defect appears during the guarantee period, the Developer shall upon written notice and, at its expense, install replacements or perform repairs to the standard provided in the approved plans and specifications. The Developer shall have 30 days from the issuance of such notice (or such longer period as may be acceptable to the City Engineer or as may be required due to weather or climactic conditions) to cure the defect. The City shall not declare a default under this Agreement during the 30 day cure period on account of any such defect unless it is clear that the Developer does not intend to cure the defect, or unless the City determines that immediate action is required in order to remedy a situation which poses an imminent health or safety threat. If the Developer fails to cure the defect, or if the City determines that such immediate action is necessary, the City may affect the cure and deduct the cost thereof from the security deposit. All guarantees or warranties for materials or workmanship which extend beyond the above guarantee period shall be assigned by the Developer to the City (as beneficiary). Unless defects have appeared and have not been repaired, the City will release the security to the Developer upon expiration of the one year guarantee period.

F. Remedies.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

ARTICLE IV – LETTER OF CREDIT

A. Letter of Credit.

1. The Developer agrees to furnish the City, before the start of any construction of improvements required by this Agreement, including but not limited to the Improvements, with surety in the form of an irrevocable letter of credit, in the amount of \$_____, to secure performance of this contract in accordance with the Subdivision Ordinance, which letter of credit shall be in a form acceptable to the City and must be accepted by the City prior to the commencement of construction under this Agreement. The letter of credit shall be payable at sight to the City and will bear an expiration date not earlier than twelve (12) months after the date of delivery to the City. The letter of credit shall include a provision requiring that the City be given written notice not less than forty five (45) days and not more than sixty (60) days prior to the expiration of the letter. The Developer shall provide a new letter of credit satisfactory to the City not less than ten (10) days prior to the expiration of any earlier letter of credit sufficient to cover the balance of any work to be performed by the Developer hereunder and any sum required to secure the guarantee in Article III-E above. The failure to provide a new letter of credit at least ten (10) days before the expiration of the current letter of credit shall be deemed a default under this Agreement authorizing the City to draw upon the letter of credit. The letter of credit shall be payable to the City at any time upon presentation of (i) a sight draft drawn on the issuing bank in the amount to which the City is entitled to draw pursuant to the terms of this Agreement; (ii) a written statement by a City official that the City is entitled to draw on the letter of credit; and (iii) the original of the letter of credit.
2. Any Improvements that are not completed on or before October 31, 2020 (except for the final course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City, and the City may draw on the letter of credit to pay all costs associated with completing the Improvements.
3. As work progresses on installation of the Improvements constructed as part of this Agreement, the City Engineer, upon written request from the Developer from time to time, is authorized to recommend a reduction in the amount of the letter of credit as hereinafter provided. When portions of construction (water, sanitary sewer, street, sidewalk, storm sewer or other Improvements) are completed by the Developer, and determined acceptable by the City Engineer, the City Administrator is authorized, upon submission of lien waivers by the Developer's contractors, to reduce the amount of the letter of credit.
4. Upon acceptance by the City of the Improvements constructed as part of this Agreement, the City agrees to reduce the letter of credit to an amount equal to the City Engineer's estimate of the amount reasonably necessary to secure the

guarantee required in Article III-E, or 10 percent of the total cost of the Improvements, whichever is greater.

5. The Developer agrees to provide written notice of the expiration of any letter of credit (or replacement letter of credit) provided for herein not less than forty five (45) days nor more than sixty (60) days prior to its expiration, by sending notice to the following address:

City of Verona
Attn: City Clerk
111 Lincoln Street
Verona, WI 53593

B. Preservation of Assessment Rights.

1. Any Improvements that are not completed on or before October 31, 2020 (except for the second course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of this Agreement) may be completed by the City at the City's option and charged to lots within the Property as a special assessment.
2. In addition to other remedies provided to the City by this Agreement, and in the event the Developer breaches its obligations hereunder (after written notice and the opportunity to cure as provided for herein), the City shall have the right, without notice or hearing, to impose special assessments or special charges on the lots within the Property for any amount to which the City is entitled by virtue of this Agreement. This provision constitutes the Developer's acknowledgment of special benefit and the Developer's consent to and waiver of notice and hearing on all proceedings imposing such special assessments or special charges.
3. Notwithstanding Article IV-B-1 and IV-B-2, the City shall not levy any special assessments under such sections against any lot which has been conveyed of record by Developer to a third party following acceptance by the City of all Improvements (except for the second course of asphalt). The City, however, retains all rights granted to it generally under Wisconsin statutes to levy special assessments.

C. Remedies Not Exclusive.

The remedies provided in this Article are not exclusive. The City may use any other remedies available to it under the Agreement or in law or equity in addition to, or in lieu of, the remedies provided above.

ARTICLE V – PERMITS

A. Required Permits.

The Developer is responsible for obtaining all licenses, permits and authority necessary to perform its obligations under this Agreement.

B. Building Permits.

The City shall not issue building permits for lots within the Property until all of the following conditions have been met:

1. The Developer has complied with the provisions of this Agreement.
2. The Developer has installed and the City has accepted, the sanitary sewer main and laterals, the water main and laterals, the storm sewer and other storm water management facilities, the gravel base in the streets, and the curb, gutter, sidewalk, and lower layer of asphalt street pavement.

C. Occupancy Permits.

The City will not issue an occupancy permit for any dwelling or structure within the Property until all fees are paid and all dedications and Improvements are approved and accepted by the City in accordance with this Agreement, except the final lift of asphalt street pavement need not be installed provided there is a sufficient financial guarantee under Article IV-A to insure the installation of the final lift.

ARTICLE VI – LEGAL REQUIREMENTS AND PUBLIC RESPONSIBILITY

A. Laws to be Observed.

The Developer shall at all times observe and comply with all federal, state and local laws, regulations and ordinances which are in effect or which may be placed in effect which may affect the construction of the public improvements to be accomplished under this Agreement. The Developer further agrees to indemnify and hold harmless the City, its officers, agents and employees from and against all claims, damages, losses and expenses, including attorney's fees, arising out of or resulting from the Developer's failure to comply with an applicable federal, state or local law, regulation or ordinance.

B. Other Laws Apply.

All applicable provisions of the Subdivision Code and any other applicable ordinances or laws shall be adhered to with respect to the design, construction and installation of required Improvements and with respect to the development of the CSM, except as to variances to or waivers of those requirements. Where standards and/or specifications

have not been established by the City, all work shall be made in accordance with established engineering practices.

C. Developer's Responsibility for Work.

The work shall be under the charge and care of the Developer until all Improvements have been accepted by the City. If prior to acceptance the City is required to take any measure to maintain, protect, or guard any completed Improvements that have not yet been accepted by the City, the costs of doing so shall be paid by the Developer.

D. Insurance Requirements.

1. General. The Developer shall obtain insurance acceptable to the City as required under this section. The Developer shall maintain all required insurance under this section until Improvements have been accepted and during any subsequent period in which the Developer does work under this Agreement pursuant to the Improvement guarantee or otherwise.

2. Certificates of Insurance. Certificates of Insurance on all policies specified shall be filed with the City Clerk which shall include a fifteen (15) day prior written notice of material change or cancellation to the City and which clearly state that liability insurance is provided and, if applicable to work under this Agreement, explosion, collapse and underground coverage. Explosion, collapse and underground coverage may be provided by the Developer's contractor.

3. Insurance. The minimum limits of liability shall be as follows:

Worker's Compensation, etc.

(1) State: Statutory

(2) Applicable Federal
(e.g., Longshoreman's): Statutory

(3) Employer's Liability:

Bodily Injury by Accident	\$100,000 each accident
Bodily Injury by Disease	\$100,000 each employee
Bodily Injury by Disease	\$500,000 policy limit

Contractor's General Liability (which shall include completed operations and product liability coverages):

(1) General Aggregate:
(Except Products-Completed Operations): \$1,000,000

(2) Products-Completed
Operations Aggregate: \$1,000,000

(3) Personal and Advertising
Injury (Per Person/Organization): \$1,000,000

(4) Bodily Injury and Property
Damage (Each Occurrence): \$1,000,000

(5) Personal Medical Expense
(Per Person): \$5,000

(6) Personal Injury Liability coverage will include claims arising out of employment.

(7) Property Damage liability insurance will provide Explosion, Collapse, and Underground coverages where applicable.

(8) Excess Liability

General Aggregate: \$2,000,000
Each Occurrence: \$2,000,000

Automobile Liability:

(1) Combined Single Limit:
(Bodily Injury and Property Damage)
Each Accident \$1,000,000

The Contractual Liability coverage shall provide coverage for not less than the following amounts:

(1) General Aggregate: \$1,000,000

(2) Each Occurrence
(Bodily Injury and Property Damage): \$1,000,000

Insurance required under this Agreement shall be carried with an insurer authorized to do business in Wisconsin by the Wisconsin Commissioner of Insurance. The City reserves the right to disapprove any insurance company.

E. Indemnification.

The Developer hereby expressly agrees to indemnify, defend and hold the City and its officers, employees, and agents harmless from and against all claims, costs and liability of every kind and nature (including reasonable fees for attorneys, consultants, and

experts), for injury or damage received or sustained by any person or entity in connection with, or on account of, the performance of work at the development site and elsewhere pursuant to this Agreement, except to the extent caused by the recklessness or willful misconduct of the City or its officers, employees, agents or contractors. The Developer further agrees to defend the City in the event that the City is named as a defendant in an action concerning the performance of work pursuant to this Agreement, except where such suit is brought by the Developer, subject to the limitations above. The Developer is not an agent or employee of the City.

F. Indemnification for Environmental Contamination.

The Developer shall indemnify, defend, and hold the City and its officers, employees, and agents harmless from any claims, judgments, damages, penalties, fines, costs, or loss (including reasonable fees for attorneys, consultants, and experts) that arise as a result of the presence or suspected presence in or on the real property dedicated or conveyed to the City by, under, pursuant to, or in connection with the Subdivision or this Agreement (including, but not limited to, street right-of-way and park land) of any toxic or hazardous substances arising from any activity occurring prior to the acceptance of all Improvements, except to the extent caused by the willful or negligent act or omission of the City or its officers, employees, agents or contractors. Without limiting the generality of the foregoing, the indemnification by the Developer shall include costs incurred in connection with any site investigation or any remedial, removal, or restoration work required by any local, state, or federal agencies because of the presence or suspected presence of toxic or hazardous substances on or under the real property dedicated or conveyed to the City, whether in the soil, groundwater, air or other receptor.

The City shall immediately notify the Developer of the discovery of any contamination or of any facts or circumstances that reasonably indicate that such contamination may exist in or on the real property dedicated or conveyed to the City. The City also agrees that following notification to the Developer that contamination may exist, the City shall make all reasonable accommodations to allow the Developer to examine the real property and conduct such clean-up operations as may be required by the appropriate local, state, or federal agencies to comply with applicable laws.

G. Personal Liability of Public Officials.

In carrying out any of the provisions of this Agreement or in exercising any power or authority granted to them thereby, there shall be no personal liability of the City's officers, agents or employees, it being understood and agreed that in such matters they act as agents and representatives of the City.

ARTICLE VII – GENERAL PROVISIONS

A. Title.

The Developer and its affiliate, 509 West Verona Avenue, LLC, warrant that they are the owners of all of the Property; that no other person or party has an interest of record in the Property, other than a mortgagee; that they have full right and authority to make the agreements, warranties, consents and waivers in this Agreement; and that upon recording the City shall have good, indefeasible title to all interests in property dedicated or conveyed to the City by the CSM, this Agreement or other instruments required by the Agreement. Prior to recording the CSM, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer and its affiliate, 509 West Verona Avenue, LLC, have title as warranted above. The Developer and its affiliate, 509 West Verona Avenue, LLC, further warrant and represent that if they have acquired (or acquire) the Property subject to a mortgage, they shall obtain the mortgagee's consent to the terms and conditions of this Agreement in a form acceptable to the City. The Developer and its affiliate, 509 West Verona Avenue, LLC, shall defend, indemnify and hold the City harmless from any claims, suits or damages related to the City's acquisition or ownership of interests in the real property dedicated or conveyed to the City hereunder, including, but not limited to, claims for inverse condemnation or relocation benefits under Chapter 32 of the Wisconsin Statutes.

B. Developer's Project Manager.

The Developer hereby designates Ron Henshue as the Project Manager, who shall act as the Developer's representative during the construction of the Improvements. The Project Manager shall be available during construction hours on the job site or available by telephone at (608) 848-9050. During non-construction hours, the Project Manager shall be available to respond to emergencies at the following telephone number: (608) 848-9050.

C. Survey Monuments.

The Developer shall install all survey monuments for the lands within the CSM in the manner required by law within the time required by law. Any monuments disturbed during construction of Improvements shall be restored.

D. Written Notice.

Any written notification required under this Agreement shall be deemed to be served if it is personally delivered or sent by first class mail to the following:

City of Verona
Attn: City Clerk
111 Lincoln Street
Verona, WI 53593

Sugar Creek Commons, LLC
C/O Forward Development Group
161 Horizon Drive
Suite 101A
Verona, WI 53593

The parties may change the address to which notices must be sent by giving notices as provided herein.

E. Zoning.

The City does not guarantee or warrant that the lands subject to this Agreement will not at some later date be rezoned, nor does the City agree to rezone the lands into a different zoning district. Any rezoning that may take place shall not void this Agreement.

F. Inspections.

The Developer grants the right of entry on the lands within the CSM to personnel or agents of the City to conduct inspections and monitor compliance with the provisions of this Agreement.

G. Access.

The City shall, to the extent it already owns or has access easements over offsite lands, permit reasonable access for Developer's construction of offsite Improvements required under this Agreement. The City shall not, however, be required to exercise, for the benefit of Developer, its power of eminent domain or exercise any other municipal authority to obtain access over any property which it does not currently own or over which it does not have access rights. Nor shall the City be required to expend any time or money to stake, for Developer's benefit, the location of any dedicated lands or easements over which it will furnish Developer access for construction of offsite Improvements.

H. Public Easements.

All easements dedicated to the City or the public on the CSM grant the City the right to construct, install, maintain, inspect, repair and replace the designated Improvements in, on, over or under such easements. Lots within the CSM shall not be used in a manner which interferes with the City's easement rights. The City's only obligation to restore the property after any use by the City of its easements shall be to grade the soil, replace topsoil, and plant grass seed.

I. Default.

A default is defined herein as the Developer's breach of, or failure to comply with, the terms of this Agreement. The Developer shall be entitled to written notice and thirty (30)

days' opportunity to cure any breach under this Agreement, provided however, that if such breach is of a nature that it cannot be reasonably cured within such thirty (30) day period, the Developer shall have up to a maximum of ninety (90) days to cure such default as long as the Developer is actively pursuing said cure. The City reserves to itself all remedies available at law or equity as necessary to cure any default. The City also reserves to itself the right to draw on the letters of credit provided hereunder, and to specially assess costs against the property within the Plat, in addition to pursuing any other available remedies. Remedies shall include, but not be limited to, stopping all construction, denying building permits and prohibiting the transfer or sale of lots. Remedies shall be cumulative, and the exercise of one shall not preclude the exercise of others.

J. Attorney Fees.

If the Parties are required to resort to litigation or arbitration regarding this Agreement, the substantially prevailing party shall be entitled to an award of all costs, including reasonable attorney fees and expert witness fees.

K. Time.

For the purpose of computing the commencement, abandonment and completion periods, and time periods for City or Developer action, such times in which war, civil disasters, acts of God, or extreme weather conditions occur or exist shall not be included to the extent such conditions prevent the Developer from performing its obligations under the Agreement.

L. No Vested Rights Created.

Except as provided by law, or as expressly provided in this Agreement, no vested right in connection with this project shall inure to the Developer. The City does not warrant by this Agreement that the Developer is entitled to any required approvals.

M. Successors Bound.

This Agreement shall run with the land and shall be binding upon the Developer, its grantees, personal representatives, heirs, successors and assigns, including the owners of all lots in the Subdivision.

N. Assignment.

The benefits of this Agreement to the Developer are personal and shall not be assigned without the express written consent of the City. Such approval may not be unreasonably withheld, but any unapproved assignment is void. There is no prohibition on the right of the City to assign its rights under this Agreement. The City shall release the original Developer's letter of credit if it accepts new security from any Developer or lender who obtains the property. However, no act of the City shall constitute a release of the original

Developer from its liability under this Agreement arising prior to the date of such assignment.

O. No Release.

Nothing set forth in this Agreement shall be construed as, nor is intended to be, a waiver or release of any obligations imposed upon the Developer by the Subdivision Code, or any other applicable provisions in the City Code of Ordinances, state statutes, or administrative rules. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor will it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by both the City and the Developer, nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults of the same type. The City's failure to exercise any right under this Agreement shall not constitute approval of any wrongful act by the Developer or the acceptance of any Improvements.

P. Amendment.

This Agreement may only be amended by a written amendment instrument approved and executed by the City and the Developer.

Q. Severability.

If any part, term or provision of this Agreement is held to be illegal or otherwise unenforceable by a court of competent jurisdiction, such illegality or unenforceability shall not affect the validity of any other part, term or provision of this Agreement, and the rights of the parties will be construed as if the part, term or provision was never part of the Agreement.

R. Entire Agreement.

This written agreement, and written amendments, shall constitute the entire agreement between the Developer and the City.

S. Recording.

The City may record a copy of this Agreement with the Register of Deeds. All costs of recording shall be paid by the Developer. Upon acceptance by the City of the Improvements, the City shall provide the Developer with a certified copy of the acceptance which the Developer may use to record notice of such acceptance. Provided the Developer has complied with the terms of this Agreement, the City agrees to release this Agreement as to lots within the CSM.

T. 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.

U. 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 of construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

V. Counterparts.

This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement

W. Effective Date.

This Agreement is entered into as of the day and year first written above.

X. Recitals.

The representations and recitations set forth in Recitals are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph, subject to all of the terms and conditions in the balance of this Agreement.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals as of the dates noted below.

CITY OF VERONA

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named Luke Diaz and Ellen Clark, to me known to be the Mayor and City Clerk of the City of Verona, and the persons who executed the foregoing instrument and acknowledged the same.

Print name: _____
Notary Public, State of Wisconsin
My Commission: _____

SUGAR CREEK COMMONS, LLC

By: _____
Name: _____
Title: _____

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named _____, to me known to be the person who executed the foregoing instrument and acknowledged the same on behalf of Sugar Creek Commons, LLC.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Attachments: Exhibit A – Legal Description and Parcel Identification Numbers of the Property
Exhibit B – Summary of Public Improvements

This instrument drafted by:
Bryan Kleinmaier
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

EXHIBIT A

LEGAL DESCRIPTION AND PARCEL IDENTIFICATION NUMBERS OF PROPERTY

EXHIBIT B
SUMMARY OF PUBLIC IMPROVEMENTS

DEVELOPMENT AGREEMENT

**SUGAR CREEK COMMONS PROJECT
TAX INCREMENTAL DISTRICT NUMBER 9**

This Development Agreement (the “Agreement”) is made this ___ day of _____, 2020, by and between the City of Verona, a Wisconsin municipal corporation (the “City”), and Sugar Creek Commons, LLC, a Wisconsin limited liability company (the “Developer”).

RECITALS

- A. The City has established Tax Incremental District Number 9 (the “District”) for the purpose of eliminating blight and redeveloping property within the District consistent with the City’s plans, pursuant to Wis. Stat. § 66.1105.
- B. The Developer and its affiliate 509 West Verona Avenue, LLC, have acquired property within the District, as more fully described on Exhibit A, attached hereto (collectively, the “Property”). Specifically, the Property consists of parcels upon which (i) a hotel with approximately 120 rooms and a conference center will be developed (the “Hotel Project”), and (ii) mixed use buildings with approximately 26,000 square feet of retail space and approximately 143 apartment units will be developed (the “Mixed-use Project”).
- C. The Hotel Project will be developed on the portion of the Property described on Exhibit A as the “Hotel Parcel,” and the Mixed-use Project will be developed on the portion of the Property described on Exhibit A as the “Mixed-use Parcel.”
- D. The development of the Property and other adjacent land owned by the Developer and its affiliate 509 West Verona Avenue, LLC is subject to a separate development agreement that addresses the installation and construction of public improvements to serve the Property and the adjacent land (the “Public Improvements Agreement”).
- E. In order to develop the Property, the Developer must, among other things, remove and relocate existing utilities and other infrastructure, and remediate the environmental condition of the Property.

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

City Clerk
City of Verona
111 Lincoln Street
Verona, WI 53595

P.I.N.

- F. The Developer is willing to develop the Property in accordance with this Agreement if it obtains financial assistance from the City as set forth herein.
- G. The development of the Property pursuant to this Agreement will benefit the City and the public for a number of reasons, including but not limited to, an increase in the City's tax base and increased employment opportunities, which will collectively promote the general welfare of the citizens of the City.
- H. In consideration of the development of the Property by the Developer and the benefits which accrue to the City from such development, the City is willing to provide financial assistance as set forth herein, and has determined that this Agreement is in the public interest.

AGREEMENT

NOW, THEREFORE, for good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties agree as follows:

1. Representations by the City. The City makes the following representations as the basis for the undertaking on its part herein contained:
 - a. The City is a public body corporate and politic duly organized and existing under the laws of the State of Wisconsin.
 - b. The City proposes to provide assistance to the Developer in accordance with the provisions of the Agreement.
 - c. The activities of the City are undertaken for the purposes defined in Section 66.1105 of the Wisconsin Statutes (the "Act").
 - d. To finance the costs of the activities to be undertaken by the City, the City proposes to use the Tax Increment (as that term is defined in Wis. Stat. § 66.1105(2)(i)) generated by the Property, to the extent Tax Increment is available and subject to the further conditions set forth in this Agreement. Eligible Project Costs (as that term is defined in Wis. Stat. § 66.1105(2)(f)) include the incentive payments to be made under this Agreement in accordance with Wis. Stat. § 66.1105(2)(f)2.d.
 - e. The parties signing below on behalf of the City have been fully authorized to execute this Agreement on behalf of the City.

2. Representations and Warranties by the Developer. The Developer represents and warrants that:
- a. The Developer has the full power and authority to enter into this Agreement and perform the obligations herein, is a limited liability company authorized under the laws of the State of Wisconsin to conduct business in Wisconsin, and is in good standing with the Wisconsin Department of Financial Institutions.
 - b. The individual signing below for the Developer warrants that he/she has full power and authority to execute this Agreement on behalf of the Developer, and to bind the Developer to the Agreement.
 - c. The Developer is the fee simple owner of the Mixed-use Parcel; the Developer's affiliate 509 West Verona Avenue, LLC is the fee simple owner of the Hotel Parcel; as of the date hereof, no other person or party has an interest of record in the Property other than Developer, 509 West Verona Avenue, LLC and their respective mortgage lenders; and Developer has full right and authority to make the agreements, warranties, consents and waivers in this Agreement.
 - d. Upon execution of this Agreement, the Developer shall provide the City with title evidence acceptable to the City showing that the Developer and its affiliate 509 West Verona Avenue, LLC have title as warranted in subsection c. above. The Developer further warrants and represents that the Developer shall obtain the consent of any mortgagees who hold mortgages on the Property to the terms and conditions of this Agreement in a form acceptable to the City.
 - e. The Developer shall cause the Property to be developed in accordance with the terms of this Agreement and all applicable local, state and federal laws, ordinances and regulations. The Developer shall obtain any and all permits, licenses or other approvals as may be required in order to develop the Property in a timely manner.
 - f. The proposed development of the Property would not occur but for the tax increment financing assistance being provided by the City hereunder, and the amount of tax increment financing provided is necessary for the development of the Property to proceed based on cost estimates.
 - g. Neither the execution and delivery of this Agreement, the consummation of the transactions contemplated hereby, nor the fulfillment of or compliance

with the terms and conditions of this Agreement are prevented, limited by or conflicts with or results in the breach of the terms, conditions or provision of any contractual restriction, evidence of indebtedness, agreement or instrument of whatever nature to which the Developer is now a party or by which it is bound, or constitutes a default under any of the foregoing.

- h. The Developer understands and agrees that the Municipal Revenue Obligation of the City hereunder shall be payable, subject to annual appropriation by the Common Council, only from Available Tax Increment (defined in Section 8.a.) generated from the Tax Increment funds created under the Act, and shall never represent or constitute general obligation debt or bonded indebtedness of the City, the State of Wisconsin or any political subdivision.
- i. All related public works now required to be paid for by the Developer pursuant to City ordinances shall be the Developer's obligations pursuant to such ordinances.

3. Developer Obligations.

- a. Acquire the Property, if it has not already done so.
- b. The Developer shall construct the buildings and other improvements on the Property (the "Project") pursuant to the site plan or site plans approved, or to be approved, by the Verona Plan Commission, including subject to any conditions of approval identified by the Verona Plan Commission and modifications approved by the City Administrator.
- c. The Developer shall install and construct the public improvements governed by the Public Improvements Agreement on or before October 31, 2020 (except for the final course of asphalt, which shall be allowed to remain unfinished for the period allowed under Article I-B-3 of the Public Improvements Agreement). For avoidance of doubt, the public improvements construction identified in the previous sentence shall be considered completed when the City accepts the public improvements per the terms of the Public Improvements Agreement.
- d. The Developer shall complete environmental remediation of the Property and adjacent land in accordance with plans approved by the Wisconsin Department of Natural Resources, the scope of which is summarized on the attached Exhibit B (the "Environmental Remediation") no later than

December 31, 2020. The Environmental Remediation shall be considered completed when the Wisconsin Department of Natural Resources confirm its completion in writing.

- e. Pay all fees associated with the development and construction of the Project. Further, the Developer shall reimburse the City for costs incurred by the City to review and work on the Project, including, but not limited to, legal, engineering and other fees for the review and preparation of the site plan and this Agreement. The Developer shall pay the City within 30 days of receiving invoices from the City.
4. Property Maintenance. Following completion of construction of the Property, the Developer shall maintain or cause the Property to be maintained in compliance with all applicable local, state, and federal rules and regulations, including promptly repairing any damage. The Developer shall maintain adequate property insurance for such purposes.
 5. Municipal Revenue Obligation to Finance Qualified Costs. Upon execution of this Agreement, the City agrees to issue a Municipal Revenue Obligation pursuant to Wis. Stat. § 66.0621, under the terms contained herein and in the form attached hereto as Exhibit C. The amount to be paid to the Developer under the Municipal Revenue Obligation shall be the lesser of the percentage of the Available Tax Increment to be paid to the Developer under Section 7 or \$3,200,000. The interest rate on the Municipal Revenue Obligation shall be 0%. All obligations for payment of the Municipal Revenue Obligation shall terminate with the final year of the District or as otherwise provided herein or in the Municipal Revenue Obligation.
 - a. Notwithstanding the fact that the City is issuing the Municipal Revenue Obligation upon the execution of this Agreement, the Municipal Revenue Obligation shall not become effective unless and until the Developer satisfies its obligations under Section 3.
 - b. This Agreement and the Municipal Revenue Obligation shall become null and void and the City shall not be required to make any payments to the Developer under this Agreement or the Municipal Revenue Obligation if the Developer fails to complete construction of the public improvements governed by the Public Improvements Agreement and/or fails to complete the Environmental Remediation by July 1, 2021.

- c. The Municipal Revenue Obligation shall be payable solely from Available Tax Increment (defined in Section 8.a.) generated by the Property, and shall not be a charge against the City's general credit or taxing power.
 - d. The City's obligation to make payments under the Municipal Revenue Obligation shall terminate upon the Payment Date (defined below) in 2045 (or earlier, if the \$3,200,000 threshold is satisfied), termination of this Agreement, termination of the District as provided by the Act, or prepayment of the Municipal Revenue Obligation and early termination and closure of the District, at the discretion of the City, whichever occurs earlier. The City retains the right, in its sole discretion, to terminate and close the District early; however, the City shall not terminate and close the District early unless the City's obligations to make payments under the Municipal Revenue Obligation have been satisfied.
 - e. The Municipal Revenue Obligation shall be a project cost of the District.
 - f. The Municipal Revenue Obligation shall be dated as of the date that the City and the Developer execute this Agreement.
 - g. The City's obligation to make payments on the Municipal Revenue Obligation shall be contingent on the Developer's continued compliance with the terms of this Agreement.
 - h. The City shall have no obligation to make payments on the Municipal Revenue Obligation if the Developer is delinquent in payment of property taxes with respect to the Property.
6. Prepayment Option & Early District Termination. To satisfy in full the City's obligations under the Municipal Revenue Obligation, the City shall have the right to prepay the outstanding principal balance of the Municipal Revenue Obligation at any time from Available Tax Increment generated from the Property.
7. Use of Tax Increments. The Tax Increment and revenue projections identified in Exhibit D attached hereto and incorporated herein are projected to be generated from the Property after construction and placing in service of the Hotel Project and the Mixed-Use Project. The parties agree and acknowledge that the amounts identified in Exhibit D are estimates only. Subject to annual appropriations and pursuant to the terms contained in this Agreement and the Municipal Revenue Obligation, the Available Tax Increment shall, annually, be distributed as follows:

- a. First, for the payment of administrative fees associated with the District to the City (the “Administrative Fees”). The Administrative Fees shall be no greater than \$5,000.00 on an annual basis. Administrative Fees for earlier years where there was no Available Tax Increment shall be paid the first year that there is Available Tax Increment.
- b. Second, after the payments are made pursuant to subsection a. immediately above, ninety percent (90%) of the Available Tax Increment (defined in Section 8.a.) generated from the Property to the Developer, with any remaining Available Tax Increment to be used by the City at its discretion.
- c. For avoidance of doubt, the City shall not be required to pay to the Developer more than ninety percent (90%) of the Available Tax Increment in any one year, and the total amount of Available Tax Increment generated from the Property to be paid to the Developer under this Agreement shall not exceed \$3,200,000.

8. Terms of the Municipal Revenue Obligation.

- a. Any payments on the Municipal Revenue Obligation, which are due on any payment date, shall be payable solely from and only to the extent that the City shall have received as of such payment date Available Tax Increment and such Available Tax Increment shall have been appropriated by the Common Council to payment of the Municipal Revenue Obligation. For the purpose of this Agreement and the Municipal Revenue Obligation, “Available Tax Increment” means the amount of Tax Increment produced from the Property, received during the twelve (12) month period preceding a Payment Date, which Property is stated to be located within the District, which is remitted to the City. The City shall not be obligated to make any payments to the Developer, whether from Available Tax Increment or otherwise, when the Developer or any permitted assign is in default under this Agreement.
- b. For purposes of this Agreement and the Municipal Revenue Obligation, a “Payment Date” shall mean each of the scheduled payments in the years as set forth on Exhibit D, with payment occurring on November 1 of each year. Notwithstanding anything to the contrary in this Agreement or the Municipal Revenue Obligation, on each of the Payment Dates, the City’s payments to the Developer hereunder shall be subject to annual appropriation by the City in accordance with requirements for revenue obligations and in a manner approved by the City’s Bond Counsel.

- c. Once issued, the Municipal Revenue Obligation is intended to help provide improvements to the Property and is payable only from the Available Tax Increment herein described which is appropriated by the Common Council to payment of the Municipal Revenue Obligation, which Available Tax Increment shall be deposited by the City in a special fund for that purpose and identified as the “Special Redemption Fund.” Except as specifically set forth in this Agreement, Available Tax Increment generated from the Property shall not be appropriated for any other use if not appropriated for this Municipal Revenue Obligation.

To the extent that on any Payment Date the City is unable to make a payment to the Developer from the Available Tax Increment as a result of (a) having received, as of such date, insufficient Available Tax Increment for that Revenue Year or (b) the Common Council not having appropriated sufficient Tax Increments to make such payment, such failure shall not constitute a default under this Agreement or the Municipal Revenue Obligation and the City shall have no obligation under this Agreement or the Municipal Revenue Obligation, or otherwise, to subsequently pay any such deficiency, unless the deficiency is the direct result of the failure of Dane County to timely remit the proper amount of Available Tax Increment, in which case such deficiency shall be paid promptly upon remittance by Dane County.

- d. For avoidance of doubt, in no case shall the term of the Municipal Revenue Obligation, and the City’s obligation to make payments thereunder, extend beyond November 1, 2045, or the final payment date on which the City may lawfully make payment on the Municipal Revenue Obligation under Wis. Stat. § 66.1105, whichever is sooner. The Municipal Revenue Obligation shall terminate on the earlier of (i) the date on which the City’s obligation to make any payments under the Municipal Revenue Obligation shall have been paid in full and the City’s obligation discharged, which date shall be no later than November 1, 2045, (ii) the termination date of the District established by Wis. Stat. § 66.1105(7)(am)3., or (iii) the date upon which the obligations of the City are otherwise cancelled pursuant to the terms of this Agreement. Thereafter, the City shall have no obligation and incur no liability to make any payments there under or hereunder.
- e. **The Municipal Revenue Obligation shall not be payable from or constitute a charge upon any funds of the City, and the City shall not be subject to any liability hereon or be deemed to have obligated itself**

to pay hereon from any funds except the Available Tax Increment, and then only to the extent and in the manner herein specified.

- f. The Municipal Revenue Obligation is a special, limited revenue obligation and not a general obligation of the City and is payable by the City only from the source and subject to the qualifications stated or referenced herein. Neither the full faith and credit nor the taxing powers of the City are pledged to the payment of the principal of the Municipal Revenue Obligation and no property or other asset of the City, except the above-referenced revenues, is or shall be a source of payment of the City's obligations hereunder and thereunder.**
9. Non-Transferability. The Municipal Revenue Obligation is non-transferable except upon prior written consent of the City.
10. Relocation.

 - a. The Developer warrants that no person has been or will be a displaced person under Chapter 32 of the Wisconsin Statutes, Chapter Adm 92 of the Wisconsin Administrative Code, or other applicable law as a result of the Developer's actions related to the Property, the development or this Agreement.
 - b. The Developer shall indemnify and defend the City from and against any and all liability, suits, actions, claims and demands for relocation benefits resulting from or related to the development, this Agreement or the Developer's actions related to the Property.
11. Events of Default. The following shall be an "Event of Default" under this Agreement:

 - a. Failure by the Developer to cause substantial and material completion of the development of the Property pursuant to the terms, conditions and limitations of this Agreement.
 - b. Failure of the Developer to observe or perform any other covenant, condition, obligation, or agreement on its part to be observed or performed under this Agreement, within thirty (30) days after receipt of written notice of default from the City, specifying such default, provided however that if the nature of the default is such that immediate harm may result from such default, then it shall be an Event of Default if such default is not cured within 5 days of such written notice. Further, if the nature of the default is

that it cannot be cured, then the Event of Default shall be declared upon the giving of notice, with no time to cure. If the nature of the default is such that it cannot reasonably be cured within such 30 day cure period, then, as long as Developer is promptly commencing and diligently pursuing a cure, the City may grant an extension of time to cure the default, by written notice.

12. Remedies on Default. Whenever an Event of Default occurs, the City may take any one or more of the following actions:

- a. The City may suspend its performance under this Agreement until it receives assurances from the Developer, deemed adequate by the City, that the Developer will cure its default and continue its performance under this Agreement. If the City does not receive such assurance, the City may cancel this Agreement.
- b. In the case of an Event of Default which occurs prior to completion of the development of the Property under Section 3, the City may cancel the Agreement.
- c. The City may take any action, including legal or administrative action, in law or equity, which may appear necessary or desirable to enforce performance and observance of any obligation, agreement or covenant of the Developer under this Agreement, including securing an injunction to prevent harm. No remedy herein conferred upon or reserved is intended to be exclusive of any other remedy or remedies, but each and every such remedy shall be cumulative and in addition to every other remedy given under this Agreement or now or hereafter existing at law or in equity or by statute. No delay or omission to exercise any right or power accruing upon any default shall impair any such right or power or shall be construed as a waiver thereof but any such right and power may be exercised from time to time and as often as may be deemed expedient.

13. General Provisions.

- a. The Developer shall indemnify, hold harmless and defend the City and its respective officers, agents and employees from and against any and all liability, suits, actions, claims, demands, losses, costs, damages and expenses of every kind and description, including attorney costs and fees, for claims of any kind, including liability and expenses in connection with the loss of life, personal injury or damage to property, or any of them brought because of any injuries or damages received or sustained by any

persons or property on account of or arising out of the development of the Property or the Developer's actions arising under this Agreement, occasioned wholly or in part by any act or omission on the Developer's part or on the part of its agents, contractors, subcontractors, invitees or employees, at any time.

In every case where judgment is recovered against the City, if notice and opportunity to defend have been given to the Developer of the pendency of the suit within twenty (20) business days after service upon the City, the judgment shall be conclusive upon the Developer as to obligation to indemnify the City, provided the above indemnity applies to the claims raised in the referenced suit. Notice shall be deemed given and received by the Developer if the Developer is a party to the suit.

- b. This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin governing agreements made and fully performed in Wisconsin. This Agreement sets forth the entire understanding between the City and the Developer with respect to its subject matter, there being no terms, conditions, warranties, or representations with respect to its subject matter other than that contained herein.
- c. This Agreement may not be changed orally, but only by agreement in writing and signed by the parties hereto.
- d. This Agreement specifically does not create any partnership or joint venture between the parties hereto, or render any party liable for any of the debts or obligations of any other party.
- e. The headings set forth in this Agreement are for convenience and reference only, and in no way define or limit the scope or content of this Agreement or in any way affect its provisions.
- f. Both parties participated in negotiating the terms of this Agreement. Neither party shall benefit from not having drafted this Agreement. If any term, section or other portion of this Agreement is reviewed by an administrative agency, court, mediator, arbitrator or other judicial or quasi-judicial entity, such entity shall treat this Agreement as having been jointly drafted by the parties.
- g. Except as provided by law, or as expressly provided in this Agreement, no vested rights shall inure to the Developer by virtue of this Agreement.

Nor does the City warrant that the Developer is entitled to any other approvals required for private development solely as a result of this Agreement.

- h. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, nor shall it be deemed or constitute a continuing waiver unless expressly provided for by a written amendment to this Agreement signed by the City and the Developer. Nor shall the waiver of any default under this Agreement be deemed a waiver of any subsequent default or defaults. The City's failure to exercise any right under this Agreement shall not constitute the approval of any wrongful act by the Developer.
- i. If the City is required to resort to litigation, arbitration, or mediation to enforce the terms of this Agreement, and (i) if the City prevails in the litigation, arbitration, or mediation, the Developer shall pay all City costs, including reasonable attorneys' fees and expert witness fees; and (ii) if the Developer prevails in the litigation, arbitration, or mediation, the City shall pay all Developer costs, including reasonable attorneys' fees and expert witness fees. If the court, arbitrator, or mediator awards relief to both parties, each will bear its own costs.
- j. Nothing contained in this Agreement constitutes a waiver of the City's sovereign immunity under applicable law.
- k. Any notice required or permitted by this Agreement shall be deemed effective when personally delivered in writing, or three (3) days after notice is deposited with the U.S. Postal Service, postage prepaid, certified, and return receipt requested, and addressed as follows:

To the Developer:

Sugar Creek Commons, LLC
c/o Forward Development Group, LLC
161 Horizon Dr., Ste. 101A
Verona, WI 53593-1249

To the City:

City Clerk
City of Verona
111 Lincoln Street

Verona, WI 53595

- l. The City may record a copy of this Agreement, or a memorandum thereof, in the Dane County Register of Deeds Office. All costs of recording shall be paid by the Developer.
 - m. Personal jurisdiction and venue for any civil action commenced by any party arising out of this Agreement shall be deemed to be proper only if such action is commenced in circuit court for Dane County unless it is determined that such court lacks jurisdiction. The Developer hereby consents to personal jurisdiction in Dane County. The Developer also expressly waives the right to bring such action in, or to remove such action to, any other court whether state or federal, unless it is determined that the circuit court for Dane County lacks jurisdiction.
 - n. The Developer hereby approves and ratifies all actions taken to date by the City, its officers, employees and agents in connection with the District, including without limitation, all work performed by the City, its officers, employees and agents to date.
 - o. This Agreement may be executed in one or more counterparts and upon execution and delivery by each of the parties hereto shall constitute one and the same enforceable agreement.
 - p. If any part of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction, the rest of the Agreement shall remain in effect.
14. Effective Date; Term. This Agreement shall be effective as of the date and year it has been fully executed by all parties. This Agreement shall terminate upon termination of the District.

[Signature pages to follow]

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by individuals and officers duly authorized.

CITY OF VERONA

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this _____ day of _____, 2020, the above named Luke Diaz and Ellen Clark, to me known to be the Mayor and City Clerk of the City of Verona, and the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

SUGAR CREEK COMMONS, LLC
By: Forward Development Group, LLC, its manager

By: _____
David M. Jenkins, Manager

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above-named David M. Jenkins, to me known to be the person who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

Attachment: Exhibit A – Legal Description of the Property
Exhibit B – Scope of Environmental Remediation
Exhibit C – Form of Municipal Revenue Obligation
Exhibit D – Projected Amortization Schedule

This instrument drafted by:

Bryan Kleinmaier
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

EXHIBIT A

LEGAL DESCRIPTION OF THE PROPERTY

Hotel Parcel

Lot 1 and Lot 2, Certified Survey Map No. _____, Dane County, Wisconsin.

Parcel No. _____

Mixed-use Parcel

Lot 3, Certified Survey Map No. _____, Dane County, Wisconsin.

Parcel No. _____

EXHIBIT B

SCOPE OF ENVIRONMENTAL REMEDIATION

EXHIBIT C

FORM OF MUNICIPAL REVENUE OBLIGATION

EXHIBIT D
PROJECTED AMORTIZATION SCHEDULE

City of Verona, WI

Tax Increment District #9

Cash Flow Projection

Year	Projected Revenues				Projection of Available Tax Increment					Expenditures			Balances			Year	
	Tax Increments	Interest Earnings/ (Cost)	Proceeds From Long Term Debt ¹	Total Revenues	Bldg. A (Hotel)	Bldg. B (Mixed Use)	Bldg. C (Mixed Use)	Less Admin	Subtotal Avail. Tax Increment	Projected Payments @ 90%	Admin.	Total Expenditures	Annual	Cumulative	MRO Principal Outstanding ⁴		
2017				0							22,848	22,848	(22,848)	(22,848)		2017	
2018				0							4,808	4,808	(4,808)	(27,656)		2018	
2019	3,939			3,939	0	0	0		0		9,181	9,181	(5,242)	(32,898)		2019	
2020	8,497			8,497	0	0	0		0		1,150	1,150	7,347	(25,551)	3,200,000	2020	
2021	8,582			8,582	0	0	0		0		5,000	5,000	3,582	(21,969)	3,200,000	2021	
2022	117,252			117,252	0	50,152	58,432	(26,969)	81,616		73,454	5,000	78,454	38,798	16,829	3,126,546	2022
2023	308,760			308,760	81,751	100,806	117,449	(5,000)	295,006		265,505	5,000	270,505	38,255	55,084	2,861,041	2023
2024	393,598			393,598	164,319	101,814	118,623	(5,000)	379,756		341,781	5,000	346,781	46,818	101,902	2,519,260	2024
2025	397,534			397,534	165,962	102,832	119,810	(5,000)	383,604		345,244	5,000	350,244	47,291	149,193	2,174,016	2025
2026	401,510			401,510	167,622	103,861	121,008	(5,000)	387,490		348,741	5,000	353,741	47,769	196,962	1,825,275	2026
2027	405,525			405,525	169,298	104,899	122,218	(5,000)	391,415		352,273	5,000	357,273	48,251	245,213	1,473,002	2027
2028	409,580			409,580	170,991	105,948	123,440	(5,000)	395,379		355,841	5,000	360,841	48,739	293,952	1,117,161	2028
2029	413,676			413,676	172,701	107,008	124,674	(5,000)	399,383		359,445	5,000	364,445	49,231	343,183	757,716	2029
2030	417,813			417,813	174,428	108,078	125,921	(5,000)	403,427		363,084	5,000	368,084	49,729	392,912	394,632	2030
2031	421,991			421,991	176,172	109,158	127,180	(5,000)	407,511		366,760	5,000	371,760	50,231	443,143	27,873	2031
2032	426,211			426,211	177,934	110,250	128,452	(5,000)	411,636		27,873	5,000	32,873	393,338	836,481	0	2032
2033	430,473			430,473									0	430,473	1,266,954	0	2033
2034	434,777			434,777									0	434,777	1,701,731		2034
2035	439,125			439,125									0	439,125	2,140,856		2035
2036	443,517			443,517									0	443,517	2,584,373		2036
2037	447,952			447,952									0	447,952	3,032,325		2037
2038	452,431			452,431									0	452,431	3,484,756		2038
2039	456,956			456,956									0	456,956	3,941,711		2039
2040	461,525			461,525									0	461,525	4,403,236		2040
2041	466,140			466,140									0	466,140	4,869,377		2041
2042	470,802			470,802									0	470,802	5,340,178		2042
2043	475,510			475,510									0	475,510	5,815,688		2043
2044	480,265			480,265									0	480,265	6,295,953		2044
2045	485,067			485,067									0	485,067	6,781,020		2045
TOTAL	10,079,007	0	0	10,079,007	1,621,177	1,104,806	1,287,207	(76,969)	3,936,222	3,200,000	97,987	3,297,987					Total

Projected TID Closure

Notes:

¹Revenues for 2018 and prior years per City audited financial statements.

²Expenditures for 2018 and prior years per City audited financial statements.

**DEVELOPMENT REVIEW AGREEMENT
BETWEEN THE CITY OF VERONA
AND MORNINGSIDE BOULEVARD LLC**

This Agreement is made and entered into this ___ day of _____, 2020, by and between the City of Verona, a Wisconsin municipal corporation (the “City”), and Morningside Boulevard LLC, a Wisconsin Limited Liability Company (the “Applicant”).

RECITALS

- A. The Common Council of the City of Verona requires that (i) proposals for development be reviewed and commented upon by City technical staff and, when appropriate, outside consultants; and (ii) the Applicant agrees to reimburse the City for costs incurred related to such review.
- B. The Applicant is working with the City on a public improvements agreement related to the construction of Morningside Boulevard (the “Development”), including the proposed annexation of land needed for the construction of Morningside Boulevard.
- C. The Applicant agrees and acknowledges that decisions regarding the Development are legislative determinations to be made in the Common Council’s discretion and that the Applicant’s compliance with this Agreement does not, in any way, entitle the Applicant to approval of the Development.
- D. The process of reviewing all plans and documents associated with the Development will cause the City to incur significant direct and indirect expenses including, but not limited to, staff time and fees and expenses incurred by the City for outside consultant services related to the review (*e.g.*, engineers, attorneys, accountants, planners, and other professionals).

NOW, THEREFORE, for and in consideration of the promises and mutual covenants and agreements hereinafter set forth, the parties, on behalf of themselves, their heirs, successors and assigns, agree as follows in connection with the City’s review of all plans and documents associated with the Development:

- 1. Recitals.

The representations and recitations set forth in the foregoing paragraphs are material to this Agreement and are hereby incorporated into and made a part of this Agreement as though they were fully set forth in this paragraph.

2. Applicant to Reimburse City Review Costs.

- a. The Applicant shall reimburse the City for all direct and indirect costs and expenses related to the City’s review of all plans and documents associated with the Development (hereinafter, the “Review Costs”). The Review Costs shall include:
 - (1) Fees and expenses incurred by the City for outside consultant services (*e.g.*, engineers, attorneys, accountants, planners, and other professionals) (collectively referred to as “Outside Consultants”).
 - (2) Fees and expenses incurred by City staff in the Public Works Department.
 - (3) Fees and expenses incurred by City staff in departments other than the Public Works Department for meetings with the Applicant.

The Applicant acknowledges that the Review Costs include direct and indirect costs and expenses related to the City’s review of the Development and the Applicant’s annexation petition that were incurred before execution of this Agreement.

- b. City staff time shall be charged at current rates.
- c. Services of Outside Consultants shall be charged to the Applicant at the actual rates charged by the consultants with no surcharge, in accordance with state statutes prohibiting such surcharges.

3. Deposit Required to Fund Reimbursement Account.

- a. To ensure that funds are readily available to the City for reimbursement of the Review Costs as provided in paragraph 2 above, the Applicant shall deposit \$30,000 with the City Clerk to be used to pay the Review Costs. The deposit may be provided in the form of cash, a certified check, cashier’s check, personal check, or some other form as approved by the City.
- b. The required deposit must be made by the Applicant upon execution of this Agreement.
- c. The City shall place and maintain the deposit in a segregated, non-interest bearing account to be used solely for the purpose of reimbursing the

Review Costs in accordance with paragraph 4 below (the “Reimbursement Account”).

- d. The City reserves the right to require the Applicant to deposit additional amounts to bring the balance of the Reimbursement Account (defined below) to \$30,000 if the Reimbursement Account has been depleted to \$10,000 or less.

4. City Withdrawals from the Reimbursement Account.

- a. After complying with the notification requirements of paragraph 4.b. below, the City is entitled to make withdrawals from the Reimbursement Account to pay Review Costs in accordance with paragraph 2 above.
- b. Not less than 10 days prior to making any withdrawal from the Reimbursement Account, the City shall provide the Applicant with an itemized invoice for Review Costs incurred, together with a written notice of the City’s intent to withdraw such funds from the Reimbursement Account.
- c. Withdrawals from the Reimbursement Account may be made as often as necessary to reimburse the Review Costs. In the event that the balance of Applicant’s Reimbursement Account reaches \$10,000 or less, the City shall have the discretion either to continue withdrawing funds from the Reimbursement Account; to invoice the Applicant directly for payment; or to require the Applicant to deposit additional amounts pursuant to paragraph 3.d. above. Payments for directly invoiced bills shall be due 30 days from the date the invoice is mailed to the Applicant. The Applicant is responsible for payment of all Review Costs regardless of whether the amount exceeds the \$30,000 initially deposited in the Reimbursement Account.
- d. Any amounts remaining in the Reimbursement Account after the City has taken final action on the proposed annexation and the Development and all Review Costs have been paid shall be promptly refunded to the Applicant.

5. Violation of Agreement by Applicant.

The Applicant agrees and acknowledges that the City will not process the annexation petition or its review of plans and documents associated with the Development and that the City may suspend or otherwise stop activities associated with the annexation petition or the Development if the Applicant fails to comply with this Agreement, including, but not limited to, a failure to make a timely

payment to the City. Examples of suspending or otherwise stopping activities associated with the annexation petition or the Development include, but are not limited to, not meeting with the Applicant and not discussing with the Applicant the annexation petition or the Development.

6. Authority/Binding Effect.

The parties agree that the undersigned signatories to this Agreement have full power and authority to act on behalf of the City and the Applicant, and that all necessary and enabling resolutions have been enacted. This Agreement shall bind the heirs, successors and assigns of the Applicant and the City.

7. No Entitlement to Approval.

Nothing in this Agreement binds the City to approve the Applicant's annexation proposal or any approvals associated with the Development. The Applicant acknowledges that decisions regarding annexation and approvals associated with the Development are legislative determinations to be made in the City's discretion and that the Applicant's compliance with the City's pre-annexation review requirements does not create any claim of entitlement to approval of the annexation request or the Development.

8. Notification of Parties.

Any notices to be provided under this Agreement may be made by delivery in person or by First Class mail as provided below:

To City: City of Verona
 Attn: City Clerk
 111 Lincoln Street
 Verona, WI 53593

To Applicant: _____

9. Severability.

If any provision of this Agreement is deemed invalid, then the invalidity of said provision shall not affect the validity of any other provision hereof.

10. Amendment, Withdrawal, or Release.

This Agreement may be withdrawn, amended or released only by a written document duly executed by both parties.

11. Effective Date.

This Agreement shall be effective commencing on the date indicated in the first paragraph above.

IN WITNESS WHEREOF, the parties have caused this Agreement to be executed by the duly authorized individuals and officers below.

CITY OF VERONA, WISCONSIN

By _____
Luke Diaz, Mayor

By _____
Ellen Clark, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ___ day of _____, 2020, the above-named Luke Diaz and Ellen Clark, to me known to be the Mayor and City Clerk of the City of Verona, and the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

MORNINGSIDE BOULEVARD LLC

By _____
_____, Member

By _____
_____, Member

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this ____ day of _____, 2020, the above named _____ and _____, to me known to be the persons who executed the foregoing instrument and acknowledged the same.

Print Name: _____
Notary Public, State of Wisconsin
My Commission: _____

