

TOWN OF WINDSOR

TOWN BOARD RESOLUTION 2015-08

**RESOLUTION RECOMMENDING CONDITIONAL APPROVAL OF THE
PRELIMINARY PLAT OF WOLF HOLLOW AT PLEASANT PRAIRIE CREEK, A REPLAT OF
PORTIONS OF THE PLATS OF WOLF HOLLOW, PLEASANT HILL ESTATES AND PRAIRIE
CREEK IN THE TOWN OF WINDSOR, DANE COUNTY, WI**

[Submitted by Neumann Companies, Inc., as Applicant/Petitioner, on behalf of Wolf Hollow Windsor, LLC, as Owner of portions within the Plat of Wolf Hollow and as Agent for owners of the portions within the Plats of Pleasant Hill and Prairie Creek]

WHEREAS, Neumann Companies, Inc. (herein, "Petitioner") has applied for approval of the Preliminary Plat of Wolf Hollow at Pleasant Prairie Creek, a Replat ("Preliminary Replat"), a replat that is predominantly located in the southeast $\frac{1}{4}$ of section 29 in the Town of Windsor & the northern $\frac{1}{2}$ of the northeastern $\frac{1}{4}$ of section 32 in the Town of Windsor, and all as set forth in the Preliminary Plat prepared by Vierbicher Associates, as Drawing S-574 dated January 16, 2015, which is attached hereto and incorporated by reference; and

WHEREAS, Town staff recommendations are set forth in the Staff Report dated March 15, 2015 ("Staff Report"), which Staff Report is incorporated herein by reference; and

WHEREAS, Petitioner presented the Preliminary Replat at a regular meeting of the Town of Windsor Town Board on March 19, 2015; and

WHEREAS, the Plan Commission duly considered the Preliminary Replat, and recommends conditional approval of same, all on the conditions set forth in this Resolution.

NOW, THEREFORE, BE IT RESOLVED by the Town Board of the Town of Windsor as follows:

The Town of Windsor Town Board grants **CONDITIONAL APPROVAL** of the Preliminary Replat of Wolf Hollow at Pleasant Prairie Creek for Neumann Companies, Inc. located at SE $\frac{1}{4}$ - SW $\frac{1}{4}$, NW $\frac{1}{4}$ - SE $\frac{1}{4}$, and the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 29 and the NW $\frac{1}{4}$ - NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 32, subject to the following conditions:

1. The Petitioner shall address the technical comments set forth in the Planner Comments section of this Staff Report to the satisfaction of the Town Planner.
2. The Petitioner shall address the technical comments set forth in the Engineer Comments section of this Staff Report to the satisfaction of the Town Engineer.
3. The Petitioner shall obtain any and all necessary approvals related to the environmental corridor amendment, and address and all impacts of such amendments including impacts on stormwater, all to the satisfaction of the Town Engineer, Town Planner, Town Attorney,

CARPC, Dane County Land Conservation and others with recommending or approving authority.

4. The Petitioner shall obtain such approvals as deemed prudent and necessary to meet the requirements of Wis. Stat. ch. 236 for a Replat and removal of the underlying restrictions, where necessary, and address the requirements set forth in the Legal Comments section of this Staff Review to the satisfaction of the Town Attorney.
5. The Petitioner shall present to the Town Planning & Development Coordinator the following fully executed original documents, with exhibits attached, each and all of which shall be in a form that meets the requirements for recording, and is satisfactory to the Town Attorney and the Town Board:
 - a. Deed Restriction, prohibiting the conveyance of a lot to a homeowner prior to the Petitioner complying with the recommended conditions of approval of the Preliminary Plat and Final Plat;
 - b. Development Agreement using the base template of the Town's Development Agreement covering the installation of improvements for the proposed development including a security for the public improvements in an amount and form required by law, and approved by the Town of Windsor Board, Attorney, and Engineer;
 - c. Declaration of Covenants and Restrictions, ensuring the quality of development, and approved by the Town of Windsor Board, Attorney, and Engineer; and
 - d. Stormwater Management Agreement, for all stormwater management facilities in Phase 3 and this Replat, and approved by the Town of Windsor Board, Attorney, and Engineer. Storm water conveyance should be maintained primarily within public rights-of-way. Where storm water conveyance is maintained along common lot lines, the easement boundaries shall be monumented in a manner intended to give notice to subsequent owners, as approved by the Town Engineer.
6. The Petitioner shall obtain approval of an Erosion & Sedimentation Control Plan and Stormwater Management Plan by the Town of Windsor, Dane County, and the Wisconsin Department of Natural Resources (WDNR), as required for Phase 3 and this Replat.
7. The Petitioner shall obtain approval of Construction Plans and Specifications, in a form satisfactory to the Town Engineer and in accordance with the Development Agreement, for all public improvements.
8. The Petitioner shall submit cash payment (or in kind equivalent, if so specified in the Development Agreement) to the Town of Windsor for Fees in Lieu of Parkland Dedication in the amount determined pursuant to Section 38-637(b) of the Town of Windsor Code of Ordinances prior to the Town signing the Final Plat.
9. The Petitioner shall submit cash payment (or in kind equivalent, if so specified in the Development Agreement) to the Town of Windsor for Fees for Initial Improvement of Parkland in the amount determined pursuant to Section 38-639(e) of the Town of Windsor Code of Ordinances prior to the Town signing the Final Plat.

10. The Petitioner shall obtain approval for the Preliminary Plat by Dane County, Village of DeForest, and any other approving authorities.
11. The Petitioner shall submit the Final Plat within 36 months after the last required approval of the Preliminary Plat. If the Final Plat is not submitted within said 36 months, the Town of Windsor (and any other approving authority) may refuse to approve the Final Plat or may extend the time for submission of the Final Plat, all in accordance with Wis. Stats. Section 236.11(1)(b).
12. The Final Plat shall be substantially consistent with the facts set forth in the Staff Review and the Town Board Resolution, as determined by the Town of Windsor Staff. If the Final Plat is not substantially consistent therewith, then the Town of Windsor Staff may request such action as is necessary to be consistent therewith and/or may refer the Final Plat to the Town of Windsor Plan Commission and/or Town of Windsor Board, or both.
13. The Petitioners shall promptly reimburse the Town of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Preliminary Plat and Rezone, including, but not limited to, the cost of professional services incurred by the Town of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.
14. THE TOWN OF WINDSOR SHALL NOT SIGN THE FINAL PLAT UNTIL EACH AND ALL OF THE CONDITIONS SET FORTH ABOVE HAVE BEEN MET TO THE TOWN'S SATISFACTION. It is the Petitioners' obligation to satisfy these conditions. All submissions to the Town for determinations of compliance shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

The above and foregoing Resolution was duly adopted at the regular meeting of the Town Board of the Town of Windsor on the 19th day of March, 2015, by a vote of 4 in favor and 0 opposed.

TOWN OF WINDSOR

Robert E. Wipperfurth
Robert E. Wipperfurth, Town Chair

Donald G. Madelung
Donald G. Madelung, Town Supervisor

Bruce Stravinski
Bruce Stravinski, Town Supervisor

Excused Absence
Alan Buchner, Town Supervisor

Monica M. Smith
Monica M. Smith, Town Supervisor

Attested by:
Christine Capstran
Christine Capstran, Town Clerk



Staff Review

TO: Town of Windsor Board

CC: Robert Wipperfurth, Chairman
Tina Butteris, Office Manager
Amy Anderson Schweppe, Planning & Development Coordinator
Kevin Richardson, Engineer
Connie Anderson, Attorney

FROM: Jamie Rybarczyk, Planning Consultant

RPT DATE: March 15, 2015

MTG DATE: March 19, 2015

APRVL DATE:

FOTH FILE: 13W027.01/27

RE: Neumann Companies, Inc - Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek

BACKGROUND:

1. Petitioner/Agent: Neumann Companies, Inc
2. Property Owner: Neumann Companies, Inc & Wolf Hollow Windsor, LLC
3. Location/Address: SE ¼ - SW ¼, NW ¼ - SE ¼, and the SW ¼ - SE ¼ of Section 29 and the NW ¼ - NE ¼, and the NE ¼ - NW ¼ of Section 32
4. Taxkey Number:
5. Area: 40.89± acres
6. Existing Zoning: R-2 Residential District
7. Proposed Zoning: N/A
8. Future Land Use: Traditional Single Family Residential

OVERVIEW:

Wolf Hollow was originally platted in 2005. Phase 1 and 2 were completed in 2006. A temporary sediment basin and drainage swale were constructed as part of Phase 1 and 2 to treat stormwater runoff from the development and provide conveyance of runoff from lands east of the development. Between 2008 and 2013, the development remained dormant as a result of the economic recession.

In 2013, Neumann Companies, Inc purchased the development. As part of the development process, a new wetland delineation was completed that identified wetland conditions adjacent to the temporary sediment basin and drainage swale constructed in 2006. The wetland delineation noted that the temporary sediment basin changed the drainage and moisture pattern within the development by increasing the amount of stormwater runoff discharge concentrating it within the graded drainage swales causing the area to be 'wetter' for a longer period of time and the emergence of wetland conditions.

As a result, the newly formed wetland conditions bisect the original recorded plat rendering multiple lots within Wolf Hollow 'un-buildable'. To resolve this issue and comply with wetland regulations, Neumann Companies, Inc proposes a Replat to portions of Wolf Hollow, Prairie Creek, and Pleasant Hill Estates that minimizes wetland crossings and works better with existing drainage patterns.



PLANNER COMMENTS:

Staff provides the Town of Windsor Board with the following comments regarding the Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek:

1. At the request of Town Staff, the petitioner is renaming Prairie Creek Road between Eagle Ridge Lane and Stack Drive to Pleasant Prairie Drive. The street name change will require approval by the Town of Windsor and Dane County.
2. Prior to recording of the Final Plat, the petitioner must obtain relief from gifts and dedications for Outlots 3, 4, 5, and 6 of the original Wolf Hollow Plat by the Town of Windsor.

SURVEYOR COMMENTS:

The Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek meets with the requirements of the Town of Windsor Planning & Development Ordinance and Wis. Stats. Ch. 236.

ENGINEER COMMENTS:

Staff provides the Town of Windsor Board with the following comments regarding the Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek:

1. Utility Agreements for water and sewer service for the development will have to be approved by Windsor Sanitary District No. 1 and the Town of Windsor Board.
2. Water and Sanitary Sewer Service Plans will have to be approved by Windsor Sanitary District No. 1.
3. Preliminary Engineering Plans show multi-use paths in stormwater easements. Path easement and maintenance agreements have to be approved by Town of Windsor.
4. The Stormwater Management Plan illustrates storm water conveyance along common lot lines. Conveyance of stormwater should be located within the public rights-of-way or easements which are marked with monuments approved by the Town Engineer. A final Stormwater Management Plan needs to be approved by the Town of Windsor.
5. Approval from Dane County Land Conservation has to be obtained for the Stormwater Management Plan.
6. Approval from Dane County Land Conservation has to be obtained for the Erosion Control Plan.
7. A Pavement Design Report using the Preliminary Plat Soil Report shall be submitted to verify that the proposed pavement cross-section is sufficient.
8. The petitioner's engineer's opinion of probable costs for the development will have to be approved by the Town of Windsor Board.

LEGAL COMMENTS:

Staff provides the Town of Windsor Board with the legal comments, attached herein as Exhibit C, regarding the Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek.

STAFF RECOMMENDATION:

Provided that the Town of Windsor Board concurs with the Planner, Surveyor, Engineer, and Legal comments set forth above, the following action by the Town of Windsor Board is recommended:

The Town of Windsor Board **Conditionally Approves** the Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek for Neumann Companies, Inc located at SE $\frac{1}{4}$ - SW $\frac{1}{4}$, NW $\frac{1}{4}$ - SE $\frac{1}{4}$, and the SW $\frac{1}{4}$ - SE $\frac{1}{4}$ of Section 29 and the NW $\frac{1}{4}$ - NE $\frac{1}{4}$, and the NE $\frac{1}{4}$ - NW $\frac{1}{4}$ of Section 32, subject to the following conditions:



Staff Review

1. The Petitioner shall address the technical comments set forth in the Planner Comments section of this Staff Review to the satisfaction of the Town Planner.
2. The Petitioner shall address the technical comments set forth in the Engineer Comments section of this Staff Review to the satisfaction of the Town Engineer.
3. The Petitioner shall obtain any and all necessary approvals related to the environmental corridor amendment, and address all impacts of such amendments including impacts on stormwater, all to the satisfaction of the Town Engineer, Town Planner, Town Attorney, CARPC, Dane County Land Conservation and others with recommending or approving authority.
4. The Petitioner shall obtain such approvals as deemed prudent and necessary to meet the requirements of Wis. Stats. Ch. 236 for a Replat and removal of the underlying restrictions, where necessary, and address the requirements set forth in the Legal Comments section of this Staff Review to the satisfaction of the Town Attorney.
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 - c. Declaration of Covenants and Restrictions, ensuring the quality of development, and approved by the Town of Windsor Board, Attorney, and Engineer; and
 - d. Stormwater Management Agreement, for all stormwater management facilities, and approved by the Town of Windsor Board, Attorney, and Engineer. Storm water conveyance should be maintained primarily within public rights-of-way. Where storm water conveyance is maintained along common lot lines, the easement boundaries shall be monumented in a manner intended to give notice to subsequent owners, as approved by the Town Engineer.
6. The Petitioner shall obtain approval of an Erosion & Sedimentation Control Plan and Stormwater Management Plan by the Town of Windsor, Dane County, and the Wisconsin Department of Natural Resources (WDNR), as required for Phase 3 and this Replat.
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Staff Review

11. The Petitioner shall submit the Final Plat within 36 months after the last required approval of the Preliminary Plat. If the Final Plat is not submitted within said 36 months, the Town of Windsor (and any other approving authority) may refuse to approve the Final Plat or may extend the time for submission of the Final Plat, all in accordance with Wis. Stats. Section 236.11(1)(b).
12. The Final Plat shall be substantially consistent with the facts set forth in the Staff Review and the Town Board Resolution, as determined by the Town of Windsor Staff. If the Final Plat is not substantially consistent therewith, then the Town of Windsor Staff may request such action as is necessary to be consistent therewith and/or may refer the Final Plat to the Town of Windsor Plan Commission and/or Town of Windsor Board, or both.
13. The Petitioners shall promptly reimburse the Town of Windsor for all costs and expenses incurred by Windsor in connection with the review and approval of the Preliminary Plat, including, but not limited to, the cost of professional services incurred by the Town of Windsor for the review and preparation of required documents, attendance at meetings or other related professional services.
14. THE TOWN OF WINDSOR SHALL NOT SIGN THE FINAL PLAT UNTIL EACH AND ALL OF THE CONDITIONS SET FORTH ABOVE HAVE BEEN MET TO THE TOWN'S SATISFACTION. It is the Petitioners' obligation to satisfy these conditions. All submissions to the Town for determinations of compliance shall be made at least ten (10) business days prior to the date upon which verification of compliance is required.

WINDSOR COMPREHENSIVE PLAN:

The Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek is consistent with the goals, objectives, and policies of the Town of Windsor Comprehensive Plan: 2025.

WINDSOR PLANNING & DEVELOPMENT ORDINANCE:

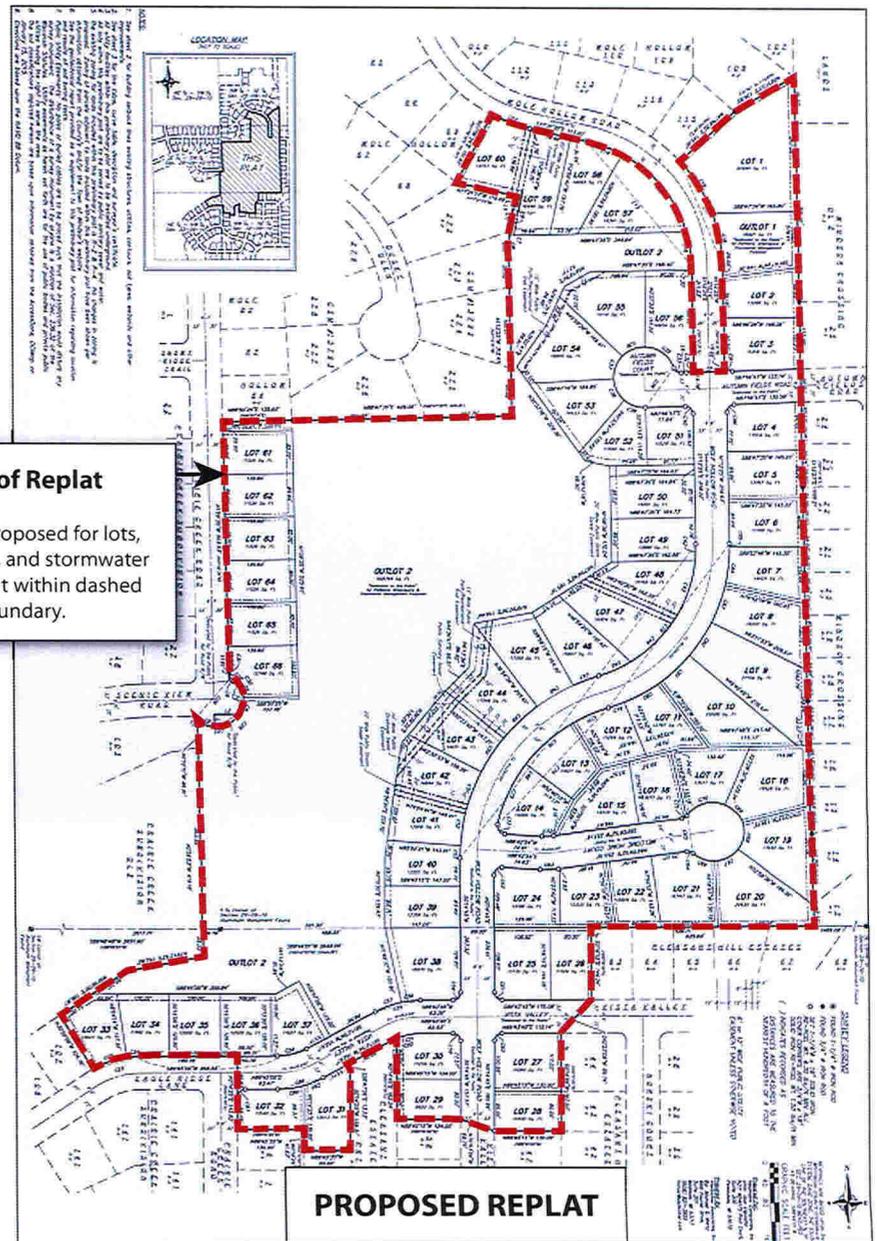
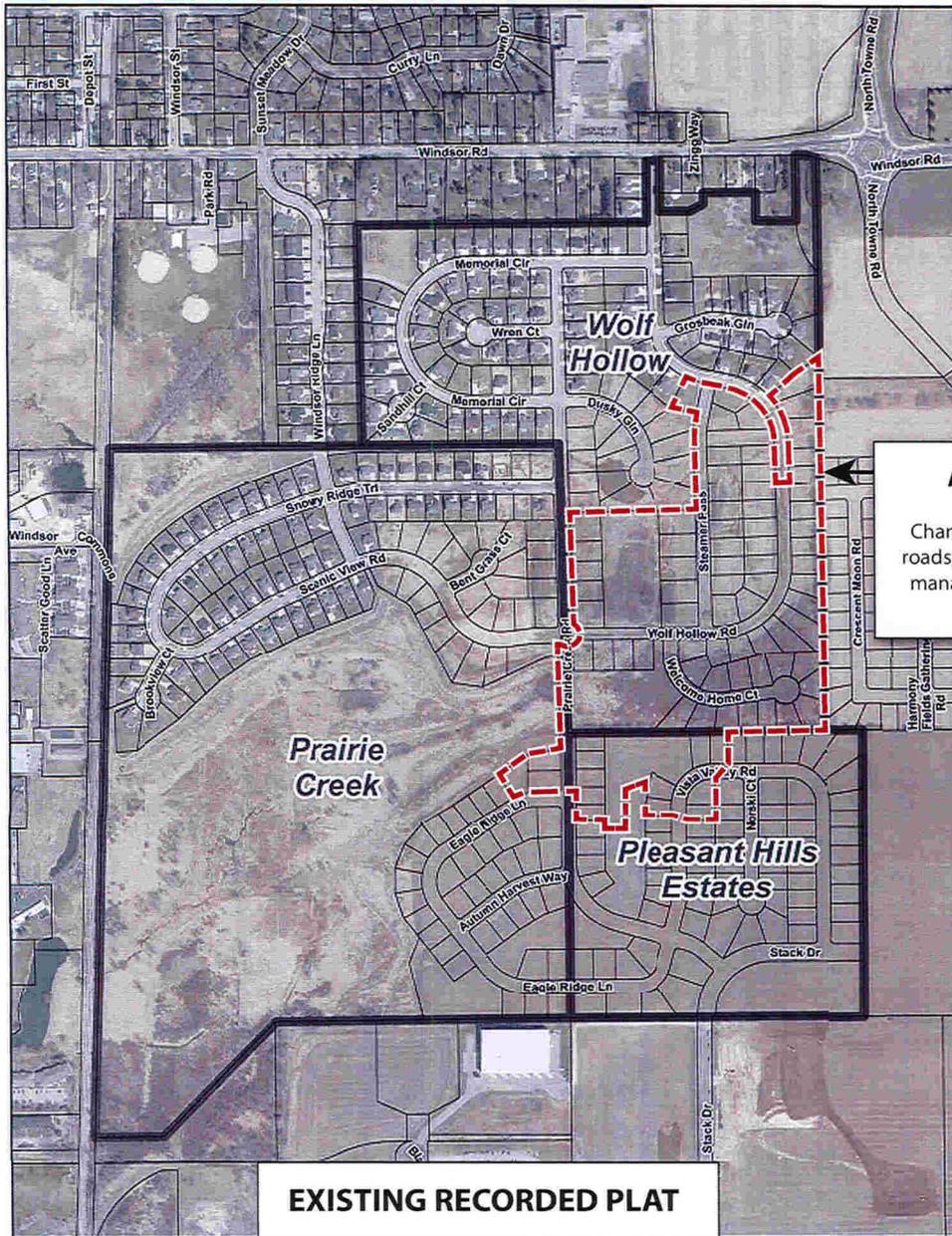
The Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek is consistent with the provisions of the Town's Planning and Development Ordinance.

DANE COUNTY ZONING ORDINANCE:

The Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek is consistent with the provisions of Dane County's Zoning Ordinance.

EXHIBITS:

- A. Location Map
- B. Preliminary Plat for Wolf Hollow at Pleasant Prairie Creek
- C. Development Agreement for Phase 3 of the Wolf Hollow Subdivision & Exhibit 2 Special Provisions



Area of Replat

Changes proposed for lots, roads, parks, and stormwater management within dashed boundary.

ORIGINAL

A DEVELOPMENT AGREEMENT FOR PHASE 3 OF THE WOLF HOLLOW SUBDIVISION, IN TOWN OF WINDSOR, DANE COUNTY, WISCONSIN



8 7 7 1 4 1 9
Tx: 8605099

KRISTI CHLEBOWSKI
DANE COUNTY
REGISTER OF DEEDS

DOCUMENT #
5103233

10/08/2014 11:46 AM
Trans. Fee:
Exempt #:
Rec. Fee: 30.00
Pages: 22

WHEREAS, Wolf Hollow Windsor, LLC ("Owner") is the owner and developer of certain lots in the Plat of Wolf Hollow, a Plat recorded in the office of the Register of Deeds for Dane County, Wisconsin in Volume 58-079B of Plats on Pages 401-405 as Document Number 4079382; and

WHEREAS, the owner has requested and obtained from the Town the authority to the construct certain public work improvements for Phase 3, which include lots 64, 67, 68 and 71 through 83 (inclusive), of the Wolf Hollow Plat; and

WHEREAS, the owner has also obtained approval of two Certified Survey Maps that adjust the boundary lot lines for lots 71, 72, 73, 74 and 75 of the Plat as depicted on Certified Survey Map No. 13792, and recorded as Document No. 5094796 Volume 91, Pages 148-153 ("Dusky Glen East CSM") and for lots 76, 77, 78 and 79 of the Plat as depicted on Certified Survey Map No. 13793, and recorded as Document No. 5094797 Volume 91, Pages 154-159 ("Dusky Glen West CSM").

NOW, THEREFORE, BE IT RESOLVED that the Town Board of the Town of Windsor and the owner have entered into an agreement for the development of Phase 3 of the Wolf Hollow Subdivision.

THIS DOCUMENT DRAFTED BY:
Amy Anderson Schweppe
Town of Windsor
4084 Mueller Road
DeForest, WI 53532
(608)846-3854

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:

Amy Anderson Schweppe
Town of Windsor
4084 Mueller Road
DeForest, WI 53532

P.L.N

See Exhibit "A"

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EXHIBIT 2
SPECIAL PROVISIONS

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Issues Requiring Additional Discussion

1. OL 6 will be repurposed for stormwater detention. Design and approvals shall be per the Agreement. A Stormwater Management & Maintenance Agreement shall be and is required per Section 11.2.
2. Stormwater Management Plan for Phase 3 shall be per the Plans & Specifications approved by Dane County, and implemented per this Agreement.
3. Stormwater Management Plan for Phase 4 has been conceptually reviewed to determine viability, but shall be submitted with the Replat anticipated for Phase 4.
4. Following substantial completion of the Phase 3 Stormwater Management Plan and execution of the Stormwater Management & Maintenance Agreement required by this Agreement, the Developer shall be entitled to the release of the stormwater easements burdening the lots on the Dusky Glen CSMs.
5. Restrictions on Transfer of Lots in Phase 4 (see Section 11.3) shall be executed simultaneously with the Development Agreement.
6. The Developer shall provide a 66 foot connection to Windsor Crossing that meets where shown on the Windsor Crossing Plat unless otherwise mutually agreed by the Developer and Town.
7. Cost Recoupment for Dredging in amount of \$20,000.00 acknowledged and shall be paid by Developer prior to commencement of Phase 4.
8. The parties agree to swap Lot 112 for OL 7, and shall market accordingly. The parties shall work together in good faith to meet the legal requirements necessary to effectuate the swap in a timely manner.
9. Parkland dedication & fees in lieu of dedication for Phase 3 shall be as set forth in Sections 13 & 14 of the Agreement, which are incorporated in this Exhibit by reference.
10. The provisions set forth in this Exhibit are intended to and shall survive substantial completion of the Improvements, and shall bind the parties as to Phase 4, unless otherwise mutually agreed by the parties.