



MEETING OF TOWN OF VERONA PLAN COMMISSION

Thursday, Oct 21, 2021 6:30 p.m.

Due to the COVID-19 pandemic, the Town of Verona Plan Commission will hold its meeting as via Zoom. The Plan Commission meeting will NOT be held at Town Hall, 7669 County Highway PD, Verona WI.

To join the meeting online:

<https://us06web.zoom.us/j/81512560125?pwd=RGxValJ5L3NGaUxRMjUvRXFHV2pxZz09>

Meeting ID: 815 1256 0125

Passcode: 954935

Or dial by your location using the same meeting ID and password above
(312) 626 6799

SPEAKING INSTRUCTIONS

Oral public comments: Those wishing to speak during the Zoom meeting MUST be online at the beginning of the meeting. The Chair will ask the folks who have called in, if they want to comment and on what agenda item at the beginning of the meeting.

Written comments: You can send comments to the Plan Commission on any matter, either on or not on the agenda, by emailing sgaskell@town.verona.wi.us or in writing to Sarah Gaskell Town of Verona Hall, 7996 County Highway PD, Verona WI, 53593. You can also drop off comments in the dropbox in the vestibule of the Town Hall, which is open 24 hours.

Applicants: Applicants for an item of the agenda are asked to participate via Zoom and to join 5 min before the start of the meeting. The Chair will ask for a brief update from each applicant and you should also be available for questions from the commissioners.

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1. Call to Order/Approval of Meeting Agenda
Review of the meeting format and identification of the people on the call. **Please state**

your name and address as a record of any persons participating in the meeting is required.

2. Public Comment - Opportunity for comment from persons in attendance on items not listed below over which this governing body has jurisdiction. Comments on matters not listed on this agenda could be placed on a future Plan Commission meeting agenda. If the Chair or staff have received written comments for items not on the agenda, these will be read.
3. Approval of minutes from September 16th, 2021
4. Discussion and Action: Land Use Application 2020-10 submitted by Twin Rock LLC for review of Development Agreement for property near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809).
5. Discussion and Action: Conditional Use Permit 2021-01 by Stacey Bean for an Attached Accessory Dwelling Unit located at 2782 White Crossing Road
6. Project Updates
 - Land Use Application 2021-10 (Repka) application
 - Land Use Application 2021-11 (Sugar River Investors) application
 - Land Use Application 2021-12 (Michpacha LLC) application
 - Rezoning of Country County Circle area.
 - Applications for amendments to the Comprehensive Plan
 - Potential Annexations by the City of Verona
 - Timeline for Ad Hoc Committee report review
7. Other
8. Next Meeting: Regular meeting Thursday November 18th, 2021
9. Adjourn

Per Resolution 2016-2 agendas are posted at the Town Hall and online at www.town.verona.wi.us. Go to www.town.verona.wi.us and sign up for the Town List Serve to receive notices via email. If anyone having a qualifying disability as defined by the American With Disabilities Act, needs an interpreter, materials in alternate formats or other accommodations to access these meetings, please contact the Town of Verona office @ 608-807-4466. Please do so at least 24 hours prior to the meeting so that proper arrangements can be made. Notice is also given that a possible quorum could occur at this meeting for the purposes of information gathering only, of the Town Board, Natural and Recreational Areas Committee, and/or Public Works Committee.

Posted: 10/14/2021, Douglas Maxwell, Chair, Town of Verona Plan Commission

Town of Verona Plan Commission Meeting Minutes

Thursday, September 16, 2021

6:30pm Zoom meeting

Members Present: Doug Maxwell, Sarah Slack, Haley Saalsaa-Miller, Deb Paul, Tom Mathies

Staff: Sarah Gaskell, Administrator

Other: Adam Carrico, Norbert Repka, Bill Keen, Guy Ambler

1. Call to Order/Approval of Meeting Agenda – Maxwell called the meeting to order at 6:30 pm. Motion to approve the agenda by Mathies, second by Paul. Motion carried by voice vote.
2. Public Comment – none
3. Approval of Minutes from August 19th, 2021 Plan Commission Meeting
4. Discussion and Possible Action: Land Use Application 2021-07 submitted by Norbert Repka for a CSM and rezone of parcel number 062/0608-284-8440-2 located at 2014 Manhattan Drive, Verona WI
 - a. Discussion included updates to the CSM from the last iteration; number of lots; lot dimensions; size of lots; shared septic scenarios; items missing from CSM; neighborhood input; driveway access; frontage; stormwater issues; consistency with Comprehensive Plan
 - b. Motion to approve Land Use Application 2021-07 for a CSM with four lots with either SFR-1 or SFR-2 zoning by Maxwell, second by Miller with the following conditions:
 - i. The CSM meet the standards from the checklist including the addition of utility easements, shared driveways easement, and the addition of a note stating there is no access to Manhattan Drive from Lot 1
 - ii. A shared septic agreement be created which includes the following:
 - If the system is in-ground, both a primary and replacement area is required
 - Requirement of off lot easements for any homes served by the shared septic system
 - Covenant stating property owners are aware they have a shared septic system and that their homes must be built and remain as the number of bedrooms the system is initially sized for
 - Agreement regarding how the system will be maintained and an escrow fund established for said maintenance

Motion fails on roll call vote: Paul – no, Mathies – no; Slack – no, Miller – yes; Maxwell – no

Motion failed for the following reasons:

- i. Creation of three land locked lots (no frontage) on a shared driveway easement
- ii. Proposed acreage of Lots 1 and 2 is too small. Lots of 1.5 acres minimum are preferred
- iii. Lots 1 and 2 do not have the preferred width to depth ratio of 1:2; excessive depth in relation to width should be avoided

- iv. Utilization of shared septic is not preferred
- 5. Discussion and Possible Action: Land Use Application 2020-10 submitted by Twin Rock LLC for Neighborhood Association Declaration Approval for property near 2528 Spring Rose Road (062/0608-183-8681-0 and 0-608-183-31809)
 - a. Discussion included trail maintenance, partition fences definition, submission of lighting plans, rental restriction clause, and lawns
 - b. Motion to approve Land Use Application 2020-10 Neighborhood Association Declaration by Slack, second by Paul subject to the following condition:
 - i. Discussed revisions are incorporated into the document prior to the Town Board approvalMotion passes 4-0-1 (Miller abstained).
- 6. Discussion: Comprehensive Land Use Plan Amendment Process Update
 - a. Commissioners were asked to prepare suggestions for the October PC meeting
- 7. Next Meetings: Thursday October 21st, 2021
- 8. Adjourn – 8:37 pm

Submitted by Sarah Gaskell, Town Planner/Administrator

Approved:

DPM's Review- 12 Oct 2021
DEVELOPMENT AGREEMENT

DAIRY RIDGE HEIGHTS

This Development Agreement (“Agreement”) is dated this ___ day of _____, 202__, between the Town of Verona, Wisconsin, a body corporate and politic (“Town”), and _____, (“Developer”).

Recitals

A. The Developer owns certain undeveloped real estate located in the Town, which is legally described in Exhibit A (“Property”). The Developer wishes to develop the Property as a subdivision as described in the Neighborhood Declaration of Development attached hereto as Exhibit B (“Declaration”) and depicted in the Plat attached as Exhibit C (the “Plat”).

B. The Town has determined that the development of the Property substantially as shown in the Declaration and Plat (the “Development”) is consistent with and promotes the achievement of the goals and objectives of the Town’s comprehensive plan and is otherwise in the public interest.

C. The parties have entered into this Agreement for the purpose of describing the terms and conditions pursuant to which the development of the Property will be implemented.

D. The Developer wishes to proceed with the installation of private improvements to serve the Development. The Town requires that the Developer enter into an agreement with the Town regarding the installation of these improvements prior to commencement of construction.

E. The parties intend to be mutually bound by this Agreement in accordance with the terms and conditions described herein.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, and other good and valuable consideration mutually acknowledged, it is agreed, as follows:

ARTICLE I
INTERPRETATION AND GENERAL STANDARDS

Section 1.1 Agreement Interpretation. All questions concerning interpretation or clarification of this Agreement or applicable Town ordinances, including the discovery of conflicts, discrepancies, errors or omissions, or the acceptable performance thereunder by the Developer, shall be immediately submitted in writing to the Town for resolution. At all times the Developer shall proceed with the work implementing the Development in accordance with the determinations, instructions, and clarifications of the Town, but all such determinations, instructions and clarifications by the Town shall be entirely consistent with the terms of this

Agreement.

Section 1.2 Standards and Codes. Whenever references are made in this Agreement to standards or ordinances in accordance with which the Development is to be performed, the latest revision of the Town's Ordinances shall apply unless otherwise expressly stated. In case of conflict between any referenced standard or code on the one hand, and any provision of this Agreement on the other hand, the more stringent requirement shall govern. All applicable laws, ordinances, statutes, rules, regulations, or orders in effect at the time the relevant work under this Agreement is performed shall apply to the Developer and its contractors, employees, representatives, and subcontractors. The Developer shall procure and pay for all permits, licenses, certifications and other applicable governing authority requirements and inspections and shall furnish any documentation, bonds, security or deposits required to permit any work within Development. Notwithstanding the foregoing, the parties acknowledge that any change to the laws, ordinances, statutes, rules, regulations or orders by the Town during the term of this Agreement shall affect the Town as a whole and not only this Development or the Developer.

Section 1.3 Developer is Independent Contractor. Notwithstanding any other provisions of this Agreement to the contrary, the Developer is an independent contractor, and nothing herein shall be construed so as to make the Developer, its contractors or consultants agents of the Town, or the Town, its employees, agents or consultants agents of the Developer. However, this does not limit the Town regulatory control over Developer regarding the quality of the required work. Furthermore, nothing contained in this Agreement shall be construed as creating any contractual relationship whatsoever with the Town's consultants (planning, engineering, financial and legal) or any persons or entities other than the Town and the Developer.

ARTICLE II REQUIRED IMPROVEMENTS

Section 2.1 Private Improvements.

The Developer shall complete construction of all private improvements as described in par. 2.1(a) in material compliance with all Town standards and plans and specifications (the "Plans") prepared by the Developer's engineer and approved by the Town Board and all other regulatory agencies having jurisdiction over the private improvements, all at Developer's sole expense unless otherwise agreed by the parties. No work shall commence within dedicated rights-of-way or other public lands until such Plans have been approved and the security required under section 3.4 has been provided to and approved by the Town. The following provisions govern the design and construction of the private improvements.

a) **Improvements Required.** The required private improvements (the "Improvements") shall include construction of stormwater management facilities as per the Plans and as approved by Dane County Water Resources Engineering Division, native prairie planting of the Outlot per the Plans, installation/mowing of the private trail within the Outlot per the Plans and planting of deciduous trees along the front of Lots 7-13 of the Plat as per the locations shown on the Plans. Mail box installation. Clean up of woods?

b) Control of Fugitive Emissions. Developer shall use control practices during construction to minimize fugitive dust consistent with those used by developers on similar developments in Town.

c) Noxious Weeds/Landscape Maintenance. Developer shall maintain grasses at a reasonable height and control noxious weeds on all private lots until they are occupied by a subsequent owner of the lot.

d) Damage to Town Roads. The Developer shall be responsible for repairing all damage to Town roads caused exclusively by developer's construction activities and shall clean any mud or debris from the Town roads adjacent to the Plat during construction of the Improvements until acceptance by the Town.

f) Permits. Developer shall obtain all required governmental permits for work within the public right-of-way prior to commencement of such work and shall comply with all conditions of such permits.

h) Utilities: The Developer shall install public utilities, such as gas, electrical power, telephone, data transmission and cable television, to make adequate service available to each lot. All utility services shall be underground unless the Town Board approves overhead installations. Developer is responsible for making all arrangements with the utility companies and paying all costs associated with utility extensions.

Section 2.1.1: Time of Completion of Improvements

a) No construction activity may commence until this Agreement has been executed, the Developer has provided Security for the construction of the Improvements in the form of a letter of credit for 115% of the estimated cost for all the Improvements. Additionally, the Developer, or its contractors, shall have obtained the appropriate County permits, certificates of liability insurance for any and all activities related to the construction and installation of the Improvements, and the Town Staff have given written authorization to start work. The letter of credit shall be in effect until the later of (a) 24 months; or (b) until the Improvements have been accepted by the Town. If the letter of credit expires and all Improvements have not been accepted by the Town, no building permits or occupancy permits will be issued by the Town until an appropriate letter of credit is provided to the Town. The letter of credit can be reduced periodically to cover 115% of only the remaining work to be completed.

b) The construction of all Improvements and placement of all survey stakes shall be completed within 12 months from the date of initial construction start date unless an extension is approved by Town staff.

d) Starting and Completion Dates. The Developer shall provide a schedule of construction setting forth the approximate dates of commencement and completion of construction for all Improvements. The Developer agrees that no work shall be scheduled for

the Improvements and no construction shall be commenced without the **Town's written approval of the starting date.** Any deviation from this schedule will require approval of the Town Administrator. The timing provided for in this agreement relates only to the Improvements and all parties acknowledge that Developer shall have no obligations or commitments with respect to sale of individual lots or construction of homes or improvements thereon.

Section 2.2 Hours of Construction. All work within the public right-of-way and stormwater management features and all outdoor work on individual homes shall be done only between 7:00 am and 7:00 pm Monday through Friday and 8:00 am to 5:00 pm on Saturday. No outside work is permitted on Sunday. The work shall be sequenced in a manner that minimizes the length of time and extent of excavations or other obstruction to travel within the roadways. Appropriate warning signs shall be maintained at all times during construction within public rights-of-way in material compliance with the standards contained in the WMUTCD.

Section 2.3 Stormwater Management Facilities. The Developer shall prepare and record a stormwater maintenance agreement assuring sufficient inspection and maintenance tasks to maintain the operation of all stormwater management facilities in accordance with their design specifications, subject to the approval of Dane County. **The Developer shall provide a copy of the recorded maintenance agreement or appropriate deed restriction to the Town within five (5) days after receipt of the recorded instrument.**

Except as may be subsequently approved by the Town and Dane County, the cost and the responsibility to maintain on-site stormwater management facilities within the Development shall be the responsibility of the Homeowner's Association in perpetuity.

Section 2.4 Private Improvement Requirements. All work within any public right-of-way shall be subject to the following requirements and restrictions:

- (a) **Approval of Contractors.** All contractors, subcontractors and material suppliers performing services or providing materials for such work shall be selected by the Developer and approved by the Town.
- (b) **Standards.** The Improvements shall be constructed in material compliance with the Plans. If construction of the Improvements does not commence within one year of plan approval, plans for such Improvements shall be resubmitted for review and approval by the Town Administrator. The Town, through designated agents, may provide construction observation during the construction of the Improvements. Construction observation shall not relieve the Developer of any obligation under this Agreement, nor shall the observation impose any obligations or liability upon the Town, its officers, agents or consultants with respect to the Improvements. Notwithstanding the foregoing, Developer may rely upon approvals from the Town and confirmation that the submittals in question are in compliance with the Town's requirements.
- (c) **Acceptance of Work.** The Developer agrees that the Improvements will not be accepted by the Town Board or Town Administrator until:

- (i) satisfactory completion of all required Improvements as specified in this Agreement, including any work necessary to adequately address the issues outstanding at the time of conditional approval of the Improvements;
- (ii) all outstanding charges to be paid by the Developer under Town Ordinances or as required by this Agreement and related to the Development have been paid in full;
- (iii) restrictive covenants required under Article IV have been approved by the Town Board and recorded in the Office of the Dane County, Wisconsin Register of Deeds;
- (iv) all easements required by this Agreement have been recorded;
- (v) affidavits and lien waivers are received by the Town Administrator verifying that all contractors providing work, services, or materials in connection with the Improvements have been paid in full for all such work, services and materials;
- (vi) the Town Board has received evidence satisfactory in its reasonable discretion that no liens or other encumbrances (except those approved in writing by the Town) encumber the Improvements; and
- (vii) the Town Staff has determined that all Improvements have been constructed and installed in a good and workmanlike manner and remain in such condition at the time acceptance is requested; and
- (viii) the Town has been provided a complete set of “as built” plans for all Improvements.

(d) Contractor Insurance. The Developer shall assure that the general contractor maintains insurance per the schedule in this section at all times during construction of the Improvements and, with respect to products/completed operations coverage, for a period of 3 years after Acceptance. The Developer shall require the general contractor to provide to the Town’s Administrator a current certificate of insurance to evidence compliance with this Agreement. The Developer shall require that each Contractor who is not covered by the general contractor’s insurance policy, as determined by the general contractor’s certificate of insurance, also provide to the Town’s Administrator a current certificate of insurance. Insurance certificates shall list the Town of Verona as additional insureds, and the required policies shall provide such additional insured coverage on a primary, non-contributory basis and include a waiver of subrogation rights. The certificate(s) shall evidence coverage with limits no less than the following:

(i) Workers' Compensation per applicable state and federal law, and in the amount of \$500,000 for employer's liability.

(ii) Commercial General Liability Insurance, which shall also include completed operations and product liability coverages and shall not exclude coverage for property under the care, custody, and control of the Contractor, in the following amounts:

1. General Aggregate (except Products/Completed Operations): \$1,000,000.
2. Products/Completed Operations: \$1,000,000.
3. Personal and Advertising Injury: \$1,000,000.
4. Each Occurrence (Bodily Injury and Property Damage): \$1,000,000. Property damage liability insurance shall provide Explosion, Collapse, and Underground Coverages where applicable.
5. Excess Liability—General Aggregate: \$1,000,000.
6. Excess Liability—Each Occurrence: \$1,000,000.

(iii) Automobile Liability: Either:

1. Bodily Injury—Each Person: \$1,000,000; Bodily Injury—Each Accident: \$1,000,000; and Property Damage--\$500,000, OR
2. Combined Single Limit (Bodily Injury and Property Damage)—Each Accident: \$1,000,000.

(iv) Umbrella policy (pay on behalf form), with limits of \$2,000,000 for bodily injury, personal injury, and property damage on a combined basis.

(e) **Indemnification.** The Developer shall require all Contractors engaged in the construction of the Improvements to, indemnify and hold the Town harmless from and against any and all claims, losses, damages, costs and expenses which such Contractors may or might incur, or which the Town might incur by the act or omission of the Contractors or their agents, in connection with the construction of the Improvements. Such indemnification and hold harmless clause shall be in form and content acceptable to the Town Attorney and shall be included in each agreement that the Developer has with any Contractor. The provisions of this section shall continue in effect following the expiration or termination of this Agreement and apply to all acts or omissions of such Contractors occurring while this Agreement is in effect.

(f) **Guaranty of Improvements.** The Developer agrees to guaranty the Private Improvements constructed or installed under this Agreement against defects in workmanship or materials for a period of one (1) year from the date of acceptance by the Town Board.

(g) **Pre-Construction Meeting.** A pre-construction meeting to be held at the Town Hall shall be scheduled among the Developer, the contractors and appropriate Town staff and consultants prior to the commencement of any construction on the Private Improvements. The Developer shall, prior to such meeting, notify all utilities of the planned construction and the date and location of the pre-construction meeting and coordinate the meeting time with the Town Administrator.

Section 2.7 Development Regulations. Nothing in this Agreement relieves the Developer from any obligations to obtain all necessary approvals and to follow all applicable local, state and federal requirements in order to proceed with the contemplated projects within the Development. The Development shall comply with all applicable Town, County and State ordinances and nothing in this Agreement obligates the Town to grant variances, exceptions, conditional use approvals, rezoning or other Town approvals, or otherwise waive applicable Town requirements. 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 Town warrant that the Developer is entitled to any other approvals required for development of any part of the Development solely as a result of this Agreement.

**ARTICLE III
FINANCIAL OBLIGATIONS**

Section 3.1 Developer to Reimburse Town Costs Incurred. The Developer shall reimburse the Town for all costs incurred by the Town for design review, construction observation, testing, and associated legal and real estate fees for the Improvements. The amount payable to the Town by the Developer under this paragraph shall include all of the following:

- (a) The cost of the Town's engineer, Town Staff and attorneys for time engaged in (1) the preparation, review, evaluation, alteration, approval and enforcement of the plans, this Agreement or any other plans or agreements connected with the Development or the Improvements; (2) the construction, observation, coordination and materials testing, or inspection of the Improvements or any activity associated with their construction; (3) the enforcement of this Agreement or any Town ordinance or other regulation relating to the Improvements; and (4) any other activity that is reasonably necessary and associated with the construction of the Improvements. The Developer's reimbursement obligation is based on the actual amount properly charged to the Town under the usual arrangement with the engineers, Town staff or attorneys have with the Town. Rates for all engineers, Town staff or attorneys who shall be performing services on behalf of the Town are set forth on Exhibit _____.
- (b) The cost of Town employees' time while engaged in any of the activities described in par. (a) based on the hourly rate (or hourly rate equivalent) paid to the employee multiplied by a factor determined by the Town Administrator to represent the Town's cost for statutory expense benefits, insurance, sick leave, holidays, vacation and similar benefits, overhead and supervision, but not to exceed a factor of 2.0.
- (c) The Developer shall reimburse the Town for Town equipment employed in any activity described in this Agreement, the cost of mileage reimbursed to Town employees and the actual costs of Town materials incorporated into the Improvements plus a restocking and handling fee not to exceed ten percent (10%) of the cost of Town materials.
- (d) Interest shall be charged on any amount not being disputed in good faith by the Developer and not paid to the Town within thirty (30) days of the invoice date at prime rate plus one percent (1%). All amounts assessed against Developer hereunder shall be submitted to Developer in an invoice form along with written evidence of all charges for any third parties. Such invoices shall include details regarding hours, rates and services provided for each charge.

Section 3.2 Escrow Deposit.

- (a) **Deposit Required.** The Developer shall deposit with the Town, in escrow, the sum of \$15,000 prior to commencement of the Development. The Town Clerk/Treasurer shall draw upon the escrowed funds on a monthly basis to reimburse the Town for the fees and expenses consistent with §3.1 that the Town has incurred in connection with the Development. The Deposit(s) required herein shall not relieve the Town's obligation to provide detailed invoices for all amounts under Section 3.1, above.
- (b) **Escrow Replacement.** In the event that the escrow deposit falls below fifty percent (50%) of the original amount required to be deposited, the Clerk/Treasurer may require the applicant to restore the escrow balance to the original amount required hereunder.
- (c) **Refunds.** In the event that funds remain in escrow over and above the Town's recoverable expenses after acceptance of the Improvements by the Town Board, the remaining balance shall be refunded to the Developer within 60 days of the acceptance of the road by the Town Board.
- (d) **Interest.** The escrow account shall not bear interest for the benefit of the applicant.
- (e) **Accounting.** An accounting of all expenses incurred by the Town in connection with the Development, and the status of the escrow, shall also be provided to the applicant upon request or periodically. Any dispute with respect to the propriety or amount of any withdrawal shall be subject to appeal to the Town Board.
- (f) **Default.** If the Developer defaults in restoring the escrow account within 30 days of being notified, the Town will not issue any building permits, and/or any occupancy permits for the Development until the default is cured.

Section 3.3 Fire Service Fees. The Developer shall pay the established fire service fees allocable to the Property **in the aggregate of number of building lots times \$310/building lot** (or any adjusted fee in effect at the time of payment) commencement of the construction of the first residential dwelling. No building permit will be issued until this fee is paid in full.

Section 3.4 Security for Performance. The Developer agrees to provide security for its obligations under this Agreement in the form of a letter of credit. Such letter of credit shall be in accordance with the following terms and conditions:

- (a) The Developer shall furnish the Town with an irrevocable letter of credit for the length of time that the work on the private improvements is anticipated but not less than 24 months. The letter of credit shall be in an amount equal to 115% of the costs of completion of all Improvements, as estimated by the Town Engineer based upon the unit costs provided by the Developer and confirmed by the Town Engineer, to secure

Developer's performance of all obligations relating to the Improvements under this Agreement. The letter of credit shall be issued by a lending institution with an office in Dane County, unless otherwise approved by the Town Administrator, and shall be delivered to the Town prior to the commencement of any work on the Improvements. The letter of credit shall identify the Town of Verona as beneficiary, shall identify the name of the Development and its owner, and reference this agreement and shall be approved as to form by the Town Administrator.

The letter of credit shall provide that no amendment to the terms of this Agreement, waiver of any of the Town's rights under the Agreement, any extension of time for Developer's performance or other modification of the rights of the parties shall release or otherwise limit the application of the letter of credit or the obligations of the surety. The letter of credit shall provide that any litigation relating to the letter of credit shall be venued in Dane County, Wisconsin. The Town's right to draw on the letter of credit shall be conditioned only upon certification by the Town Administrator that Developer is in default of one or more obligations under the Agreement or that the Town otherwise has the right to draw on the letter of credit hereunder and the presentment of a sight draft to the Surety for payment, along with the letter(s) of credit. Notwithstanding the foregoing, in the event the Town shall draw on the letter of credit while obligations of the Developer hereunder remain unsatisfied, but not yet overdue, the Town shall not be required to surrender the letter of credit as a condition of the draw.

- (b) In the event the Developer fails to complete all required Improvements in compliance with this Agreement, or to promptly repair or replace any Improvements as required during the guaranty period, and provided the Town has given Developer written notice of the same and Developer has not taken steps to cure such issues within thirty (30) days of receipt of such notice, the Town may draw on such letter of credit and perform or have performed all necessary work, and supply or have supplied all necessary equipment, goods, materials or services, to complete, repair or replace all or any part of some or all of the required Improvements in satisfactory form. As used in this paragraph, "promptly" shall mean that repair or replacement is undertaken without delay and completed as soon as reasonably practicable thereafter.
- (c) After construction and Acceptance of the Improvements by the Town, the Developer's letter of credit will be reduced to 10% of the estimated cost of the Improvements for the period of the guarantees provided under Article II of this Agreement.
- (d) In the event the original letter of credit would, by its terms, expire prior to the completion of all of Developer's obligations hereunder and the expiration of all guaranty periods, or if the guaranty period is extended due to repairs of defects as provided in Article II of the Agreement, the Town shall have the right to draw up to 115% of the estimated cost for any remaining work under a guaranty as provided in Article II, unless at least thirty (30) days prior to the date of expiration, the letter of credit is extended, or a new letter of credit is issued, and delivered to the Town to cover the remaining work and guaranty period for the amount of the most recent letter of credit. It is the intent of this paragraph that if, at any time prior to the release of the letter of credit by the Town under paragraph

(e), the remaining term of any required letter of credit is less than thirty (30) days, the Town may draw on the letter for 115% of the anticipated cost of satisfying any outstanding obligations secured thereby. Any amounts so drawn which are not used to pay for satisfaction of Developer's obligations under this Agreement shall be promptly refunded to the surety after all work has been completed and all Town expenses have been paid.

- (e) If, upon the expiration of the guaranty periods, the Town shall determine that all Improvements remain in a condition consistent with the Developer's guaranty and that the Town has no other claims against the Developer secured by the letter of credit, the Town shall, upon the request of the Developer, release the letter of credit and the surety from any further obligation under this Agreement. Notwithstanding the foregoing, neither the reduction in, or expiration or release of, the letter of credit, shall relieve the Developer of any obligations hereunder.
- (f) Notwithstanding any other provision to the contrary, the Developer's obligation to maintain a letter of credit shall not extend beyond 14 months from the date of substantial completion of all Improvements as defined in, Wis. Stats. §236.13(2)(am)2.

ARTICLE IV RESTRICTIVE COVENANTS

Section 4.1 Recording of Land Use Restrictions. The Developer shall record deed restrictions, homeowner's association declarations and homeowner association bylaws for the Plat as provided in this section prior to commencement of work on the Development. The deed restrictions are subject to the prior written approval of the Town Board. All required deed restrictions or provisions in homeowner association declarations establishing required obligations or restrictions hereunder, shall provide by their terms that they may not be amended, terminated or otherwise altered without the written approval of the Town Board, and that they may be enforced by the Town through legal or equitable remedies.

(a) Deed restrictions and/or homeowner's association declaration shall assure the maintenance of all stormwater management facilities is accomplished as and when necessary to maintain the functioning of the facilities according to their design specifications. Such maintenance may be delegated to the Home Owners' Association owning the common areas of the Development, but shall also provide that in the event such maintenance is not completed as required, the Town shall have the right to accomplish the maintenance and charge the cost thereof to the Association or individual lot owners.

(b) Deed restrictions or homeowner's association declarations shall designate and grant perpetual easements to the Town for purposes of inspection and for all stormwater management facilities, on-site wastewater treatment systems and potable water supplies.

(c) Deed restrictions or homeowner's association declaration shall restrict the use of the lots to single-family residential uses on individual lots of not less than 1.5 acres in accordance with the terms of the applicable rezoning approval for the Development.

**ARTICLE V
GENERAL PROVISIONS**

Section 5.1 General Provisions. This Agreement is subject to the following additional general provisions:

- (a) 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 or the Town by the Ordinances, or any statutes or regulations applicable to the Improvements.
- (b) Anywhere that an approval or consent of the Town is required hereunder, such approval or consent shall not be unreasonably withheld, conditioned or delayed.
- (c) This Agreement shall be binding upon the Developer (jointly and severally if more than one) and upon the successors and assigns of the parties. This Agreement may not be assigned without the prior written consent of the Town Board, which consent may be withheld, conditioned or delayed in the Town's sole discretion.
- (d) The Developer represents that it is, or prior to the commencement of any work on the Development will be, the lawful owner of the Development and lawfully seized and possessed of the Development.
- (e) In the event of any breach by Developer of this Agreement, whether or not subsequently cured, the Developer shall pay, in addition to any damages or other relief obtained by the Town, all of the Town's costs and expenses, including reasonable attorneys' fees, relating to such breach, all of which shall be due and payable as incurred and shall be added to any judgment obtained by the Town.
- (f) No approval by the Town or the Town Attorney or any other person acting on behalf of the Town shall be construed as a waiver of any of the requirements of the Ordinances, or any statute or regulation governing the Improvements. The Developer acknowledges that, other than those approval powers expressly delegated by this Agreement, approvals or waivers by the Town are legally unenforceable unless made pursuant to formal action by the Town's governing body.
- (g) It is understood that the Developer has selected and appointed all its contractors, and the Town shall have no responsibility whatsoever for Developer's contractors or for the quality of the materials or workmanship provided by such contractors. No authority granted herein to the Town in connection with the review or approval of the contractors, or the improvements, shall be deemed to create any liability whatsoever on the part of the Town or its agents.
- (h) This Agreement is intended solely to regulate the obligations of the parties hereto with respect to one another. Nothing in this Agreement is intended to create, admit or imply any liability to any third-party nor to provide any benefit to any person,

- (o) The Developer understands and acknowledges that as a governmental entity, the Town cannot surrender its governmental authority by contract, and nothing in this Agreement shall be construed to preclude or limit the exercise by the Town of any governmental authority vested in it by law.
- (p) The parties acknowledge that this Agreement is the product of negotiations among the parties and that, prior to the execution hereof, each party has had full and adequate opportunity to have this Agreement reviewed by, and to obtain the advice of, its own legal counsel. Nothing in this Agreement shall be construed more strictly for or against any party because that party's attorney drafted this agreement or any part hereof.

IN WITNESS WHEREOF, the parties hereto have executed this Agreement, as of the date and year first above written.

TOWN: Town of Verona

By:

Mark Geller
Town Chairperson
Date:

Teresa Withee
Town Clerk/Treasurer
Date:

Developer

Name:
Address:

Date:

DRAFT

TOWN OF VERONA
APPLICATION FOR LAND USE CHANGE

Please review the Town of Verona Comprehensive Land Use Plan and Subdivision and Development Ordinance 05-04 (found on the Town website: www.town.verona.wi.us) and Dane County Ordinances Chapter 10 – Zoning, Chapter 11 – Shoreland, Shoreland-Wetland and Inland-Wetland Regulations and Chapter 75 – Land Division and Subdivision Regulations prior to application.

Proposed land use change for:

Property address/legal description 2782 WHITE CROSSING RD; VERONA, WI 53593

Please check all that apply:

- comprehensive plan amendment – please see specific submittal requirement
- rezone petition

current zoning category _____
new zoning category requested _____

conditional use permit
conditional use requested ATTACHED ACCESSORY DWELLING UNIT ABOVE GARAGE - IN-LAW SUITE

- certified survey map
- preliminary plat
- final certified survey map
- concept plan
- site plan
- request for Town road access

Property Owner: STACEY BEAN Phone# 608-577-6683
Address: 3070 HIDDEN VIEW TER; VERONA, WI 53593 E-Mail sbeanmd@gmail.com

Applicant, if different from the property owner: _____
Applicant's Phone# _____ E-Mail _____

If the applicant is different from property owner, please sign below to allow the agent to act on behalf of property owner.
I hereby authorize _____
to act as my agent in the application process for the above indicated land use change.
Signature _____ Date _____

Description of Land Use Change requested: (please be specific and use reverse side if additional space is needed)
IN-LAW SUITE ABOVE GARAGE TO BE USED FOR FAMILY/FRIEND GUESTS.
ALSO, IF I MOVE MY MOTHER-IN-LAW IN WITH ME IN THE FUTURE TO HELP CARE FOR HER.

I certify that all information is true and correct. I understand that failure to provide all required information will be grounds for denial of my request.
Stacey T. Bean _____ Date 9/30/2021
Applicant Signature _____
Print Name STACEY T. BEAN

RETURN COMPLETED APPLICATION OF MAP/PLAN AND ANY OTHER INFORMATION VIA EMAIL TO:
Sarah Gaskell, Planner/Administrator, Town of Verona
7669 County Highway PD, Verona, WI 53593-1035
sgaskell@town.verona.wi.us
A pre-application meeting or initial review may be scheduled with Town Staff and/or Plan Commission Chair if you have questions or concerns. Please call 608-845-7187 with questions.



Dane County
 Department of Planning and Development
 Zoning Division
 Room 116, City-County Building
 210 Martin Luther King Jr. Blvd.
 Madison, Wisconsin 53703
 (608) 266-4266

Application Fees	
General:	\$495
Mineral Extraction:	\$1145
Communication Tower:	\$1145 (+\$3000 RF eng review fee)
PERMIT FEES DOUBLE FOR VIOLATIONS OR WHEN WORK HAS STARTED PRIOR TO ISSUANCE OF PERMIT	

CONDITIONAL USE PERMIT APPLICATION

APPLICANT INFORMATION

Property Owner Name:	STACEY BEAN	Agent Name:	
Address (Number & Street):	3070 HIDDEN VIEW TER	Address (Number & Street):	
Address (City, State, Zip):	VERONA, WI 53593	Address (City, State, Zip):	
Email Address:	sbeanmd@gmail.com	Email Address:	
Phone#:	608-577-6683	Phone#:	

SITE INFORMATION

Township:	VERONA	Parcel Number(s):	0608-074-9060-4
Section:	7	Property Address or Location:	2782 WHITE CROSSING RD., VERONA, WI 53593
Existing Zoning:	RM-16	Proposed Zoning:	NA
		CUP Code Section(s):	10.234(3)(c)

DESCRIPTION OF PROPOSED CONDITIONAL USE

Type of conditional use permit (for example: limited family business, animal boarding, mineral extraction, or any other listed conditional use):	Is this application being submitted to correct a violation?
ATTACHED ACCESSORY DWELLING UNIT	Yes <input type="checkbox"/> No <input checked="" type="checkbox"/>
Provide a short but detailed description of the proposed conditional use:	
I WOULD LIKE TO BUILD AN ABOVE GARAGE STUDIO IN-LAW SUITE FOR MY IN-LAWS. I PROMISED MY LATE HUSBAND THAT I WOULD ALWAYS TAKE CARE OF HIS PARENTS AS HE WAS AN ONLY CHILD. MY IN-LAWS CURRENTLY LIVE OUT OF STATE AND VISIT US OFTEN FOR WEEKS AT A TIME. WHEN THEY CHOOSE TO NOT LIVE INDEPENDENTLY ANYMORE I WANT THEM TO LIVE WITH US AND EITHER THEY OR THEIR CARETAKER WOULD LIVE IN THE UNIT.	

GENERAL APPLICATION REQUIREMENTS

Applications will not be accepted until the applicant has met with department staff to review the application and determined that all necessary information has been provided. Only complete applications will be accepted. All information from the checklist below must be included. Note that additional application submittal requirements apply for particular uses or as may be required by the Zoning Administrator. Applicants for significant and/or potentially controversial conditional uses are strongly encouraged to meet with staff prior to submittal.

<input checked="" type="checkbox"/> Complete attached information sheet for standards	<input checked="" type="checkbox"/> Site Plan drawn to scale	<input type="checkbox"/> Detailed operational plan	<input checked="" type="checkbox"/> Written legal description of boundaries	<input type="checkbox"/> Detailed written statement of intent	<input type="checkbox"/> Application fee (non-refundable), payable to Dane County Treasurer
---	--	--	---	---	---

I certify by my signature that all information presented herein is true and correct to the best of my knowledge. I hereby give permission for staff of the Dane County Department of Planning and Development to enter my property for the purpose of collecting information to be used as part of the review of this application. I acknowledge that submittal of false or incorrect information may be grounds for denial of this application.

Owner/Agent Signature: Stacey T. Bean

Date: 8/16/21

APPLICATION CHECKLIST FOR A CONDITIONAL USE PERMIT

A scaled site plan and detailed operations plan must be submitted with your Conditional Use Permit application. Please use the checklist below to ensure you are submitting all required information applicable to your request. Please attach to your application form the required maps and plans listed below, along with any additional pages.

SCALED SITE PLAN. Show sufficient detail on 11" x 17" paper. Include the following information, as applicable:

- Scale and north arrow.
- Date the site plan was created.
- Existing subject property lot lines and dimensions.
- Existing and proposed wastewater treatment systems and wells.
- All buildings and all outdoor use and/or storage areas, existing and proposed, including provisions for water and sewer.
- All dimension and required setbacks, side yards and rear yards.
- Location and width of all existing and proposed driveway entrances onto public and private roadways, and of all interior roads or driveways.
- Location and dimensions of any existing utilities, easements or rights-of-way.
- Parking lot layout in compliance with s. [10.102\(8\)](#).
- Proposed loading/unloading areas.
- Zoning district boundaries in the immediate area. All districts on the property and on all neighboring properties must be clearly labeled.
- All relevant natural features, including navigable and non-navigable waters, floodplain boundaries, delineated wetland areas, natural drainage patterns, archeological features, and slopes over 12% grade.
- Location and type of proposed screening, landscaping, berms or buffer areas if adjacent to a residential area.
- Any lighting, signs, refuse dumpsters, and possible future expansion areas.

NEIGHBORHOOD CHARACTERISTICS. Describe existing land uses on the subject and surrounding properties:

- Provide a brief written statement describing the current use(s) of the property on which the conditional use is proposed.
- Provide a brief written statement documenting the current uses of surrounding properties in the neighborhood.

OPERATIONS PLAN AND NARRATIVE. Describe in detail the following characteristics of the operation, as applicable:

- Hours of operation.
- Number of employees, including both full-time equivalents and maximum number of personnel to be on the premises at any time.
- Anticipated noise, odors, dust, soot, runoff or pollution and measures taken to mitigate impacts to neighboring properties.
- Descriptions of any materials stored outside and any activities, processing or other operations taking place outside an enclosed building.
- Compliance with county stormwater and erosion control standards under [Chapter 11](#) of [Chapter 14](#), Dane County Code.
- Sanitary facilities, including adequate private onsite wastewater treatment systems and any manure storage or management plans approved by the Madison and Dane County Public Health Agency and/or the Dane County Land and Water Resources Department.
- Facilities for managing and removal of trash, solid waste and recyclable materials.
- Anticipated daily traffic, types and weights of vehicles, and any provisions, intersection or road improvements or other measures proposed to accommodate increased traffic.
- A listing of hazardous, toxic or explosive materials stored on site, and any spill containment, safety or pollution prevention measures taken.
- Outdoor lighting and measures taken to mitigate light-pollution impacts to neighboring properties.
- Signage, consistent with section [10.800](#).

ADDITIONAL MATERIALS. Additional information is required for certain conditional uses listed in s. [10.103](#):

- Agricultural entertainment, special events, or outdoor assembly activities anticipating over 200 attendees must file an [event plan](#).
- [Domestic pet](#) or [large animal boarding](#) must provide additional information in site and operations plans.
- Communication towers must submit additional information as required in s. [10.103\(9\)](#).
- Farm residences proposed in the FP-35 district must submit additional information as required in s. [10.103\(11\)](#).
- Mineral extraction proposals must submit additional information as required in s. [10.103\(15\)](#).

STANDARDS FOR CONDITIONAL USE PERMITS

Applicants must provide adequate evidence demonstrating to the Town and Dane County Zoning & Land Regulation Committee that the proposed conditional use satisfies the following 8 standards for approval, along with any additional standards specific to the applicable zoning district or particular use found in sections 10.220(1) and 10.103 of the code.

Please explain how the proposed land use will meet the following standards (attach additional pages, if necessary):

1. The establishment maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

THE ATTACHED ABOVE GARAGE IN-LAW UNIT WOULD NOT BE DETRIMENTAL AND I WOULD EVEN SUGGEST THAT IT WOULD BE BENEFICIAL TO THE HEALTH, SAFETY, COMFORT, AND GENERAL WELFARE OF ALL INVOLVED!

2. The uses, values, and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance or operation of the conditional use.

I DO NOT FORESEE ANY IMPAIRMENT OR DIMINISHMENT TO MY NEIGHB ENJOYMENT OF THEIR PROPERTIES.

3. The establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

NO IT WILL NOT IMPEDE IN ANY WAY.

4. Adequate utilities, access roads, drainage and other necessary site improvements have been or are being made to accommodate the conditional use.

ABOVE THE GARAGE
SINCE I DESIGNED THE CURRENT HOME TO HOPEFULLY HAVE AN IN-LAW UNIT, ALL UTILITIES, ACCESS ROADS, DRAINAGE, AND SITE IMPROVEMENTS ARE ALREADY PART OF THE CURRENT HOME BUILD. IF THIS ~~SCULP~~ IS IMPROVED THEN WE U

5. Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

YES.

FINISH THE UNFINISHE COLD STORAGE AREA.

6. That the conditional use shall conform to all applicable regulations of the district in which it is located.

7. The conditional use is consistent with the adopted town and county comprehensive plans.

8. If the conditional use is located in a Farmland Preservation (FP) Zoning district, the conditional use is subject to the following additional standards found in section 10.220(1). Attach additional pages, if necessary.

- Explain how the use and its location in the Farmland Preservation Zoning District are consistent with the purposes of the district:
- Explain how the use and its location in the Farmland Preservation Zoning district are reasonable and appropriate, considering alternative locations:
- Explain how the use is reasonably designed to minimize the conversion of land from agricultural use or open space use:
- Explain how the use does not substantially impair or limit the current or future agricultural use of surrounding parcels zoned for agricultural use:
- Explain how construction damage to land remaining in agricultural use is minimized and repaired, to the extent feasible:

WRITTEN STATEMENT OF INTENT AND OPERATIONS PLAN

Applicants must provide a detailed written statement of intent describing the proposed conditional use along with an operational plan that explains how the conditional use will be operated. Please use the form below and provide responses, as applicable, to your proposed conditional use. Attach additional pages, if necessary.

Describe in detail the proposed conditional use. Provide the specific location of the use(s), type of equipment used, planned property improvements, including description / size of existing or proposed new buildings to be used, and any other relevant information. For existing or proposed commercial operations, provide the name of the business and describe the nature and type of business activity.

THE ATTACHED ACCESSORY DWELLING UNIT IS DESIGNED TO BE ABOVE THE GARAGE (SPECIFICALLY 2 OF THE 3 BAYS) WHICH COMES TO 607 SQ. FT. IT IS DESIGNED AS A STUDIO ~~APARTMENT~~ ^{UNIT} WITH KITCHEN - BATHROOM - HAS ITS PRIVATE ENTRANCE BEHIND THE GARAGE.

List the proposed days and hours of operation.

N/A

List the number of employees, including both full-time equivalents and maximum number of personnel to be on the premises at any time.

N/A

List any anticipated noise, odors, dust, soot, runoff or pollution associated with the conditional use, along with any proposed measures that will be taken to mitigate impacts to neighboring properties.

N/A

Describe any materials proposed to be stored outside and any activities, processing or other operations taking place outside an enclosed building.

N/A

For proposals involving construction of new facilities and/or infrastructure, describe, as applicable, any measures being taken to ensure compliance with county stormwater and erosion control standards under Chapter 11 of Chapter 14, Dane County Code.

N/A

List and describe existing or proposed sanitary facilities, including adequate private onsite wastewater treatment systems, associated with the proposed conditional use. For uses involving domestic pets or livestock, list and describe measures taken to address manure storage or management.

~~N/A~~ - THE ADDITIONAL BEDROOM WOULD MAKE MY HOME A 5-BEDROOM INSTEAD OF 4 BEDROOMS SO WE WILL UPGRADE THE SEPTIC PERMIT TO ACCOMMODATE JUST IN CASE.

List and describe any existing or proposed facilities for managing and removal of trash, solid waste and recyclable materials.

N/A

Describe anticipated daily traffic, types and weights of vehicles, and any provisions, intersection or road improvements or other measures proposed to accommodate increased traffic.

THERE WOULD BE 1 ADDITIONAL CAR WHEN MY IN-LAWS ARE IN TOWN THAT WILL EITHER PARK IN MY GARAGE OR ON MY DRIVEWAY CIRCLE NEXT TO HOUSE.

Provide a listing of any hazardous, toxic or explosive materials to be stored on site, and any spill containment, safety or pollution prevention measures.

N/A

Describe any existing or proposed outdoor lighting along with any measures that will be taken to mitigate light-pollution impacts to neighboring properties. The Zoning Administrator may require submittal of a photometric plan for outdoor lighting if deemed necessary to determine potential impacts to neighbors.

THERE WOULD BE ONE PORCH LIGHT AT ENTRY DOOR AND LANDSCAPE LIGHTING ON PATH AROUND GARAGE.

Describe any existing or proposed signage, including size, location, and materials, consistent with the county's sign ordinance found in s. 10.800.

N/A

Briefly describe the current use(s) of the property on which the conditional use is proposed.

THE FRONT PART OF MY FARM HAS MY HORSES W/ 1-2 BOARDING HORSES WHERE MY DAUGHTER GIVES RIDING LESSONS. I HAVE A SMALL COACHING BUSINESS THAT I RUN OUT OF THE FARM AND I'M CURRENTLY

Briefly describe the current uses of surrounding properties in the neighborhood.

PRIVATE HOMES BEHIND ME. HORSE STABLE NORTH OF ME. PRIVATE HOME & HORSE PROPERTY ACROSS STREET FROM ME. AND MILITARY RIDGE TRAIL W/ SUGAR RIVER CONSERVANCY SOUTH OF ME. BUILDING MY PRIVATE RESIDENCE IN THE BACK PART OF MY FARM THAT WILL NOT BE AVAILABLE TO THE PUBLIC.

RM-16 (Rural Mixed Use, 16 Acres) Zoning District

Zoning district for agricultural and other rural uses – CH. 10-Zoning, [Section 10.234](#)

Permitted Uses 10.234(2)

- Agricultural uses
- Agricultural accessory uses
- Agricultural entertainment under 10 days/year
- Agricultural accessory buildings
- Farm related exhibitions, up to 5 days/year
- Single family residential – one per parcel
- Residential accessory structures
- Seasonal storage of recreational equipment and motor vehicles (not owner's or occupant's) in existing buildings
- Undeveloped natural resources and open space areas
- Home occupations
- Utility services
- Incidental room rental
- Community living arrangements for fewer than 9 persons
- Foster homes for less than five children
- Utility services associated with a permitted use
- Transportation, utility or communication uses required by law

Conditional Uses 10.234(3)

- Agricultural entertainment activities occurring over 10 days/year
- Airports, landing strips or heliports for aircraft owned by the land owner
- Attached accessory dwelling units
- Cemeteries
- Community living arrangements for 9 or more persons
- Domestic pet animal boarding
- Electric generating facilities that use renewable energy
- Farm related exhibitions, sales or events exceeding 5 days a year
- Governmental, institutional, religious, or nonprofit community uses
- Large animal boarding
- Limited family business
- Limited farm business
- Migrant farm labor camps certified under s. 103.92, Wis. Stats.
- Mineral extraction
- Recreational racetracks
- Sanitary facilities in agricultural accessory buildings
- Temporary asphalt or concrete production
- Tourist or transient lodging
- Veterinary clinics
- Transportation, communications, pipeline, electric transmission, utility, or drainage uses, not required by law

Setbacks and Height requirements for Structures 10.234(5-6)

Front setback for all structures from Highway centerline / right-of-way line (whichever is greater)

State or Federal Highway: 100/42 feet minimum
County Highway: 75/42 feet minimum
Town Road: 63/30 feet minimum
Subdivision streets platted prior to ordinance: 20 feet minimum
All other streets: 30 feet minimum from right-of-way

Maximum Height:

Residences: 2½ stories or 35 feet maximum
Accessory buildings: 35 feet maximum
Agricultural buildings: No height requirement

Residences:

Side yard: 25 feet total, with no single side less than 10 feet minimum

Rear yard: 50 feet minimum

Uncovered decks/porches: 38 feet minimum

Rear and side yards:

Not housing livestock: 10-feet

Housing livestock:

100 feet from Residential or Hamlet zoning districts
50 feet from Rural Residential zoning districts
10 feet from all other zoning districts

Lot Area and Width 10.234(4)

Minimum: 16 acres

Maximum: None

Minimum lot width: 100 feet

RM-16 (Rural Mixed Use, 16 Acres) Zoning District

Zoning district for agricultural and other rural uses – CH. 10-Zoning, [Section 10.234](#)

Lot Coverage 10.234(7)

All buildings and structures: 10% of lot

Accessory Buildings Requirements 10.102(2)(a)

Any number of detached accessory buildings associated with a permitted or conditional residential use is permitted, provided that the following conditions are met:

- Except for agricultural accessory buildings, a principal building must exist or be under construction prior to the construction of an accessory building.
- Except as allowed under an approved CUP, sanitary fixtures are prohibited in accessory buildings.
- No living spaces are allowed in accessory buildings.

NOTE: A Zoning Permit is required for every building larger than 120 square feet in size. Zoning Permits are not required for accessory buildings equal to or less than 120 square feet on non-permanent foundations, provided they meet setback, height, and lot coverage requirements.

Livestock 10.004(85); 10.234(2)

- There is no numerical limit on the number of livestock. However, all livestock use must comply with a farm soil and water conservation plan meeting the standards of ATCP 50, Wisconsin Administrative Code and approved by the Department of Land and Water Resources.

Incidental Room Rental 10.004(72)

Rental or leasing of rooms within a single-family residence is permitted provided all of the following are met:

- ✓ All rooms offered for rent are within the landowner's primary residence
- ✓ No more than two bedrooms are offered for rent
- ✓ One off-street parking space is provided for each rental room.

Limited Family Business 10.004(83)

A small family-run commercial operation, accessory to a permitted principle use, that takes place entirely within an accessory building. All employees, except up to one or one full-time equivalent, must be a member of the family residing on the premises.

Planning Report

Town of Verona

October 13th, 2021

2782 White Crossing Road, Verona WI

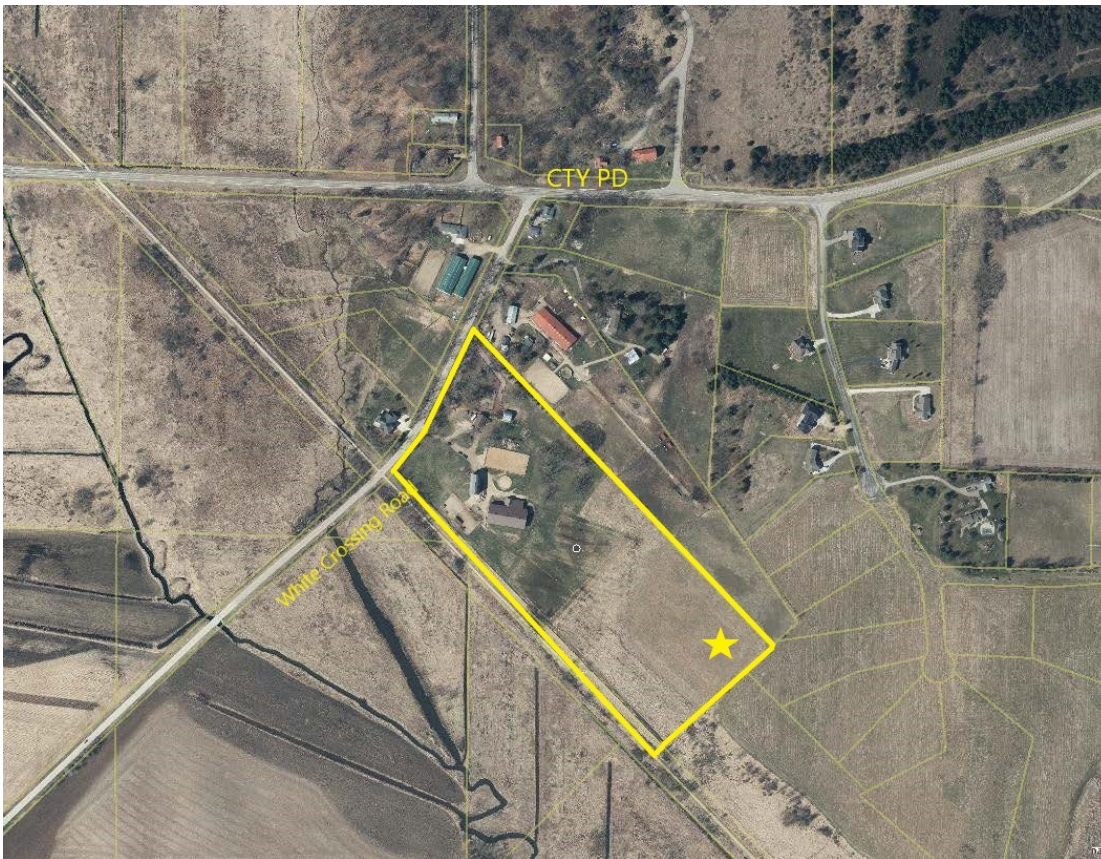
Summary: The applicant is seeking approval for a Conditional Use Permit for an attached accessory dwelling unit to be built in conjunction with a new home located at the address above. The parcel number is 062/0608-074-9060-4, and is 20 acres in size and zoned RM-16.

Property Owner: Unbridled Spirits, LLC/Stacey Bean

Property Addresses: 2782 White Crossing Road, Verona WI

Applicant: Stacey Bean

Location Map



Project overview

The applicant has been granted a building permit to create a new home on the property. As part of that home, they are requesting a CUP to build an ~770 square foot Attached Accessory Dwelling Unit (AADU) above the garage. This space would house family and guests of the family as needed. An Attached Accessory Dwelling Unit is allowed in RM-16 zoning district, if approved by a conditional use permit.

The property currently is home to an indoor-riding arena with a social area, a restored hanging barn, and several accessory sheds. The new residence is currently under construction and is located in the northeastern part of the property. The proposed AADU will not affect finished appearance of the residence.

Conditional Use Permit Criteria Review

Criteria 1 The establishment, maintenance or operation of the conditional use will not be detrimental to or endanger the public health, safety, comfort or general welfare.

Application guideline: Explain how the proposed land use will fit into the neighborhood. If there is going to be lighting, noise, outdoor storage, traffic, or other outside activities, explain how the activities will be limited to a reasonable level.

The Attached Accessory Dwelling Unit (AADU) will not have an impact on the neighborhood. There are four other homes located in this section of White Crossing Road. The properties to the northeast and west are working Stables. Directly across the street to the west is a residential home. The properties to the east are part of the neighborhood associated with the extension of Prairie Circle.

The AADU is part of an approved residential construction plan. Any traffic generated will be minimal.

The AADU is for a living space for relatives or guests and not expected to involve no more than four individuals at any one time.

Criteria 2 The uses, values and enjoyment of other property in the neighborhood for purposes already permitted shall be in no foreseeable manner substantially impaired or diminished by establishment, maintenance or operation of the conditional use.

Application guideline: Explain how the proposed land use will fit into the neighborhood and what will be done to minimize and mitigate potential nuisances, such as limiting the hours of operation, noise control measures, paving the parking area, or the screening of outdoor storage.

The AADU is not anticipated to have any impact on neighborhood properties or activities on these properties.

Criteria 3 That the establishment of the conditional use will not impede the normal and orderly development and improvement of the surrounding property for uses permitted in the district.

Application guideline: Explain how the proposed land use will not interfere with the development of the surrounding property.

The AADU is not anticipated to have any impact on future development or

improvement of neighboring properties as this attached accessory dwelling unit is part of the new home

Criteria 4 That adequate utilities, access roads, drainage and other necessary site improvements have been or are being made.

Application guideline: Explain what impact the proposed use has on such things as water, septic, storm water, utilities, and traffic. Provide information on improvements that may be needed or if additional buildings are needed.

The AADU will be part of an approved residential construction build and the septic has being sized to accommodate the use regardless of buildout.

Criteria 5 Adequate measures have been or will be taken to provide ingress and egress so designed as to minimize traffic congestion in the public streets.

Application guideline: Provide information on vehicle traffic that the proposed use will generate. Include frequency and types of vehicles. Propose a plan for ingress and egress for the property.

The ingress/egress for the build has been approved by the Town and will not change with any approval of the AADU. Traffic is expected to be minimal. Any additional vehicles above those of the primary home will be those for personal use by guests/family.

Criteria 6 That the conditional use shall conform to all applicable regulations of the district in which it is located.

Application guideline: Review the TOV Comprehensive Land Use Plan to ensure your project is compliance and in line with land use guidelines.

The AADU is in compliance with TOV land use guidelines and current zoning conditions of RM-16.

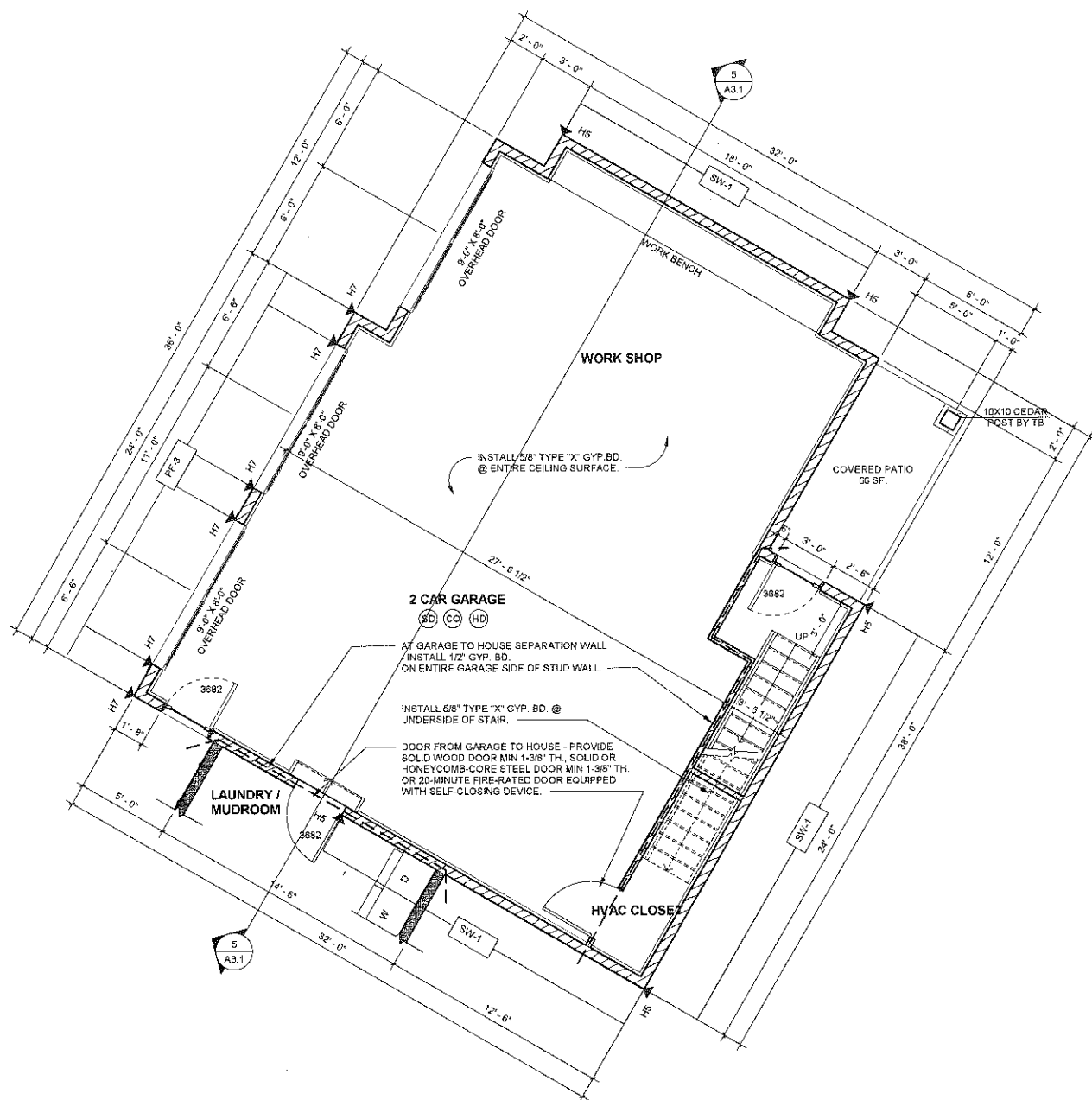
Criteria 7 That the conditional use is consistent with the adopted town and county comprehensive plans.

Application guideline: Review the TOV Comprehensive Land Use Plan to ensure your project is in compliance.

The AADU is in compliance with the TOV Comprehensive Plan.

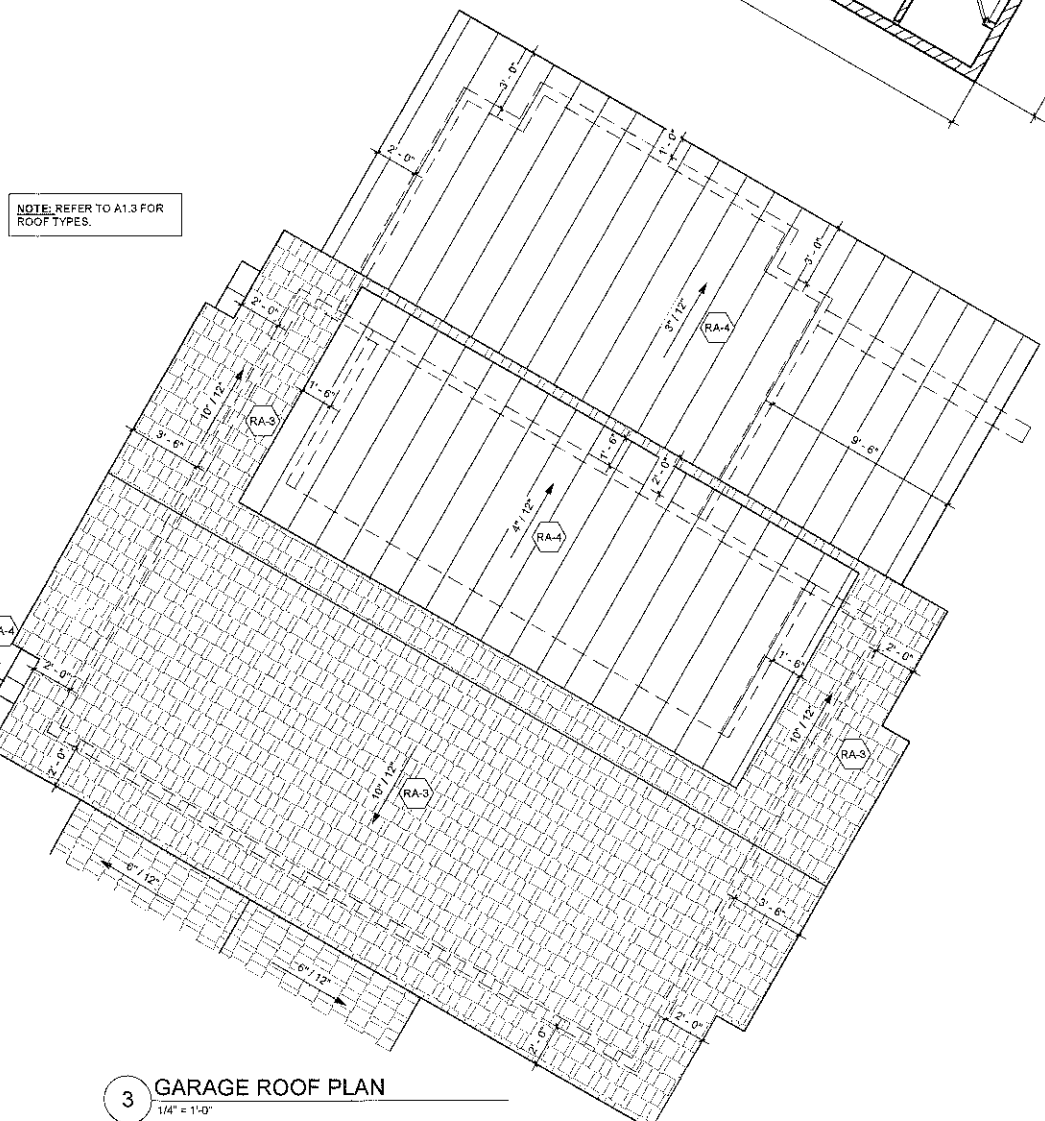
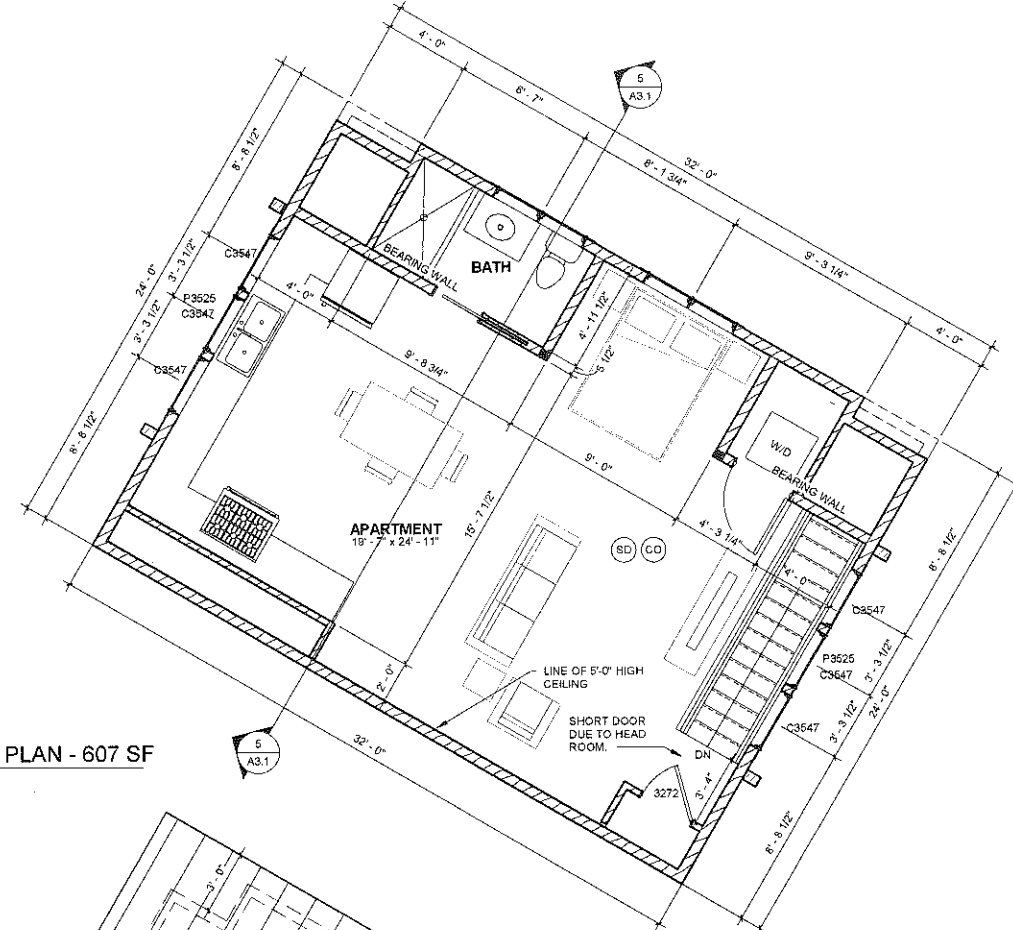
Criteria 8 If the conditional use is located in a Farmland Preservation Zoning district, the town and zoning committee must also address the findings described in Dane County zoning ordinance 10.220(1).

N/A



1 GARAGE PLAN - 1,092 SF.
1/4" = 1'-0"

2 GARAGE LOFT PLAN - 607 SF
1/4" = 1'-0"



3 GARAGE ROOF PLAN
1/4" = 1'-0"



10821 Eagle Drive North Collins, NY 14111
phone (716) 337-0012 fax (716) 337-0013
timberbuilt@timberbuilt.com www.timberbuilt.com

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ARCHITECTS SEAL
SIP ENVELOPE AND TIMBER FRAME APPROVED FOR CONSTRUCTION BY TIMBERBUILT ONLY.

PROJECT NAME:
**BEAN RESIDENCE
GARAGE FLOOR PLANS &
ROOF PLAN**

- APPROVED AS DRAWN
- APPROVED AS NOTED
- NOT APPROVED, RESUBMIT

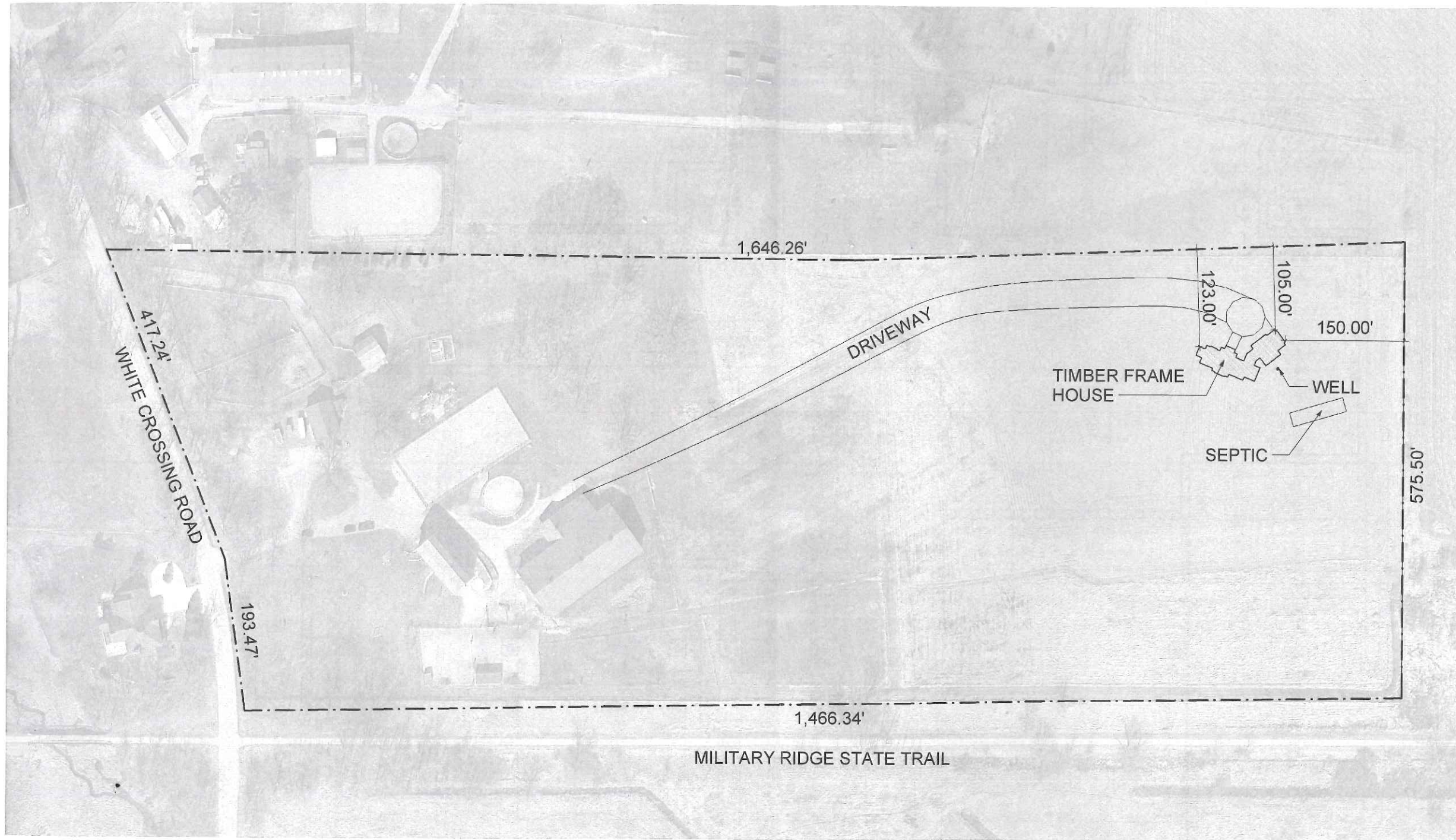
INITIALS: _____ DATE: _____

SCALE: 1/4" = 1'-0"

DRAWN BY: AJJP

Date: 5/28/2021 Page: _____

Submital: _____ Page: **A1.4**



1 SITE PLAN
1/8" = 1'-0"



10821 Eagle Drive North Collins, NY 14111
phone (716) 337-0012 fax (716) 337-0013
timberbuilt@timberbuilt.com www.timberbuilt.com

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ARCHITECTS SEAL
SIP ENVELOPE AND TIMBER
FRAME APPROVED FOR
CONSTRUCTION BY TIMBERBUILT
ONLY.

PROJECT NAME:
BEAN RESIDENCE
SITE PLAN

- APPROVED AS DRAWN
- APPROVED AS NOTED
- NOT APPROVED, RESUBMIT

INITIALS: _____ DATE: _____

SCALE: 1/8" = 1'-0"

DRAWN BY: Designer

Date: 5/28/2021 Page: _____

Submittal: _____

A0.2