



AXLEY BRYNELSON, LLP



ROBERT C. PROCTER
(608) 283-6762
rprocter@axley.com

September 3, 2021

VIA CERTIFIED MAIL

Mr. James J. Owen
3030 Shady Oak Lane
Verona, WI 53593

Community and Environmental Defense
Services, Inc.
Richard D. Klein, President
811 Crystal Palace Court
Ownings Mills, MD 21117
Email: help@ceds.org

RE: CEASE AND DESIST
Our File: 21269.76103

Dear Mr. Owen and Mr. Klein:

We represent Veridian Homes LLC, the applicant developing the Marty property. If an attorney represents you, direct this letter to your attorney. On behalf of Veridian, we demand that you cease and desist making misleading statements regarding the proposed development of the Marty property.

Your website on behalf of the “Verona Rural Preservation Alliance” at <https://ceds.org/vrpa/> misrepresents the planning process. You mix and match the Intergovernmental Plan, Town zoning, and the Town’s comprehensive plan to confuse residents in support of your argument that Veridian’s proposal is not consistent with the comprehensive plan relied upon by residents when they purchased homes in the area. The Town residents may oppose this proposal because they oppose change, but the current zoning and the Town’s comprehensive plan are not the applicable plan for reviewing the Marty property. Veridian’s proposal is consistent to what the Town agreed to in the Intergovernmental Agreement and is consistent with the City’s Northwest Neighborhood Plan, which are the applicable plans that apply to this property.

Under Wisconsin law, the City has the right to annex Town land into the City. *See* Wis. Stat. § 66.0217. The Town has very limited rights to object to such annexations. Nonetheless, rather than acting as a hostile neighbor, the City worked with the Town to develop the Intergovernmental Agreement adopted on June 20, 2016 to address concerns, desires, and development pressures facing each municipality.

For example, the Intergovernmental Agreement states that the ***“City and Town both desire that provisions be made for the timing and location of future urban development so that the eventual City-Town border is well-planned, with compatible development on both sides.”*** See Intergovernmental Agreement at p.4. Further, the Town entered into the Agreement because the Town ***“desires to protect, indefinitely, portions of its area as Town jurisdiction and allow for some additional rural development.”*** See Intergovernmental Agreement at p.3. The City entered into the agreement so ***“that all other development shall occur in the City, served by all City municipal services and in compliance with all applicable City development standards.”*** See Intergovernmental Agreement at p. 3.

In essence, the City and Town agreed on how the City could grow. In exchange for agreeing to the planned development of certain lands by annexation, the Town was able to protect large areas of the Town from annexation. As shown on the Intergovernmental Map on your website, there are four areas created by the Agreement labeled A, B, C, and D. The City and Town explicitly agreed that the City would not annex and develop the lands in Areas C and D. This is a great benefit to the Town. It means the City will not absorb Areas C and D through annexations, and will allow the Town to preserve rural, less dense, farm areas.

Your website ignores the fact that the City and Town explicitly agreed that the City could annex and develop the lands in Areas A and B. Section 8.03 of the Agreement states that the ***“Town and City agree that the territory located in Area B is an area in which full urban development may occur under the provisions of this Agreement.”*** This section further provides in part that the ***“Town shall not oppose, nor support opposition to, annexation consistent with the terms of this Agreement.”*** In addition, the ***“Town agrees to support, and not interfere with or object to the City applications to extend its Urban Service Area to land located in Area B consistent with this Agreement.”*** If the Town residents wanted to maintain the Marty property as rural farmland, it should have allowed it to be included in Area B.

On your website, you acknowledge that the Marty property is located in Area B. You then immediately state the Town zoned the Marty property as Transitional Agriculture giving the false impression that the current Town zoning is relevant to it being in Area B under the Intergovernmental Agreement, which it is not. You then go on to state that the Town comprehensive plan calls for one house every eight acres giving the false impression that the Town’s comprehensive plan is the governing document. You then go on to assert that persons that bought properties in this area likely relied on the Town comprehensive plan for assurance that it would stay rural.

The Marty property development is exactly the type of development contemplated by the Intergovernmental Agreement. In determining where to plan for a housing project, Veridian looked at the applicable plans. First it looked at the Intergovernmental Agreement to determine

that this was an area that the Town and City planned for future urban growth. Second, Veridian looked at the City's Northwest Neighborhood Plan to determine that the Marty property was planned residential. More importantly, the City's Northwest Neighborhood Plan calls for a variety of housing types to enable the market to promote affordability to meet the needs of its residents.

The proposed development of the Marty property is consistent with the City's Northwest Neighborhood Plan as a residential development. It meets a full spectrum of housing needs including more density in areas to allow for more affordable smaller lots and homes, single family detached homes, single family attached homes, and senior housing. It includes a transition area with more expensive, larger lots and houses where the development borders the large Town lots and houses.

The fact is that there is a long history of annexations and border issues between the Town and the City. The fact is that the Town and the City worked out those disagreements in their Intergovernmental Agreement to the benefit of both parties. The fact is that the Town and City agreed that the Marty property would be subject to annexation by the City. The fact is that any development of the Marty property must be consistent with the City's Northwest Neighborhood Plan, and not the Town's comprehensive plan or zoning.

You are entitled to your opinions about the development of the Marty property, but you are not entitled to your own facts. The facts establish that the proposed development is consistent with the Intergovernmental Agreement agreed to by the Town and the City, and is consistent with the City's Northwest Neighborhood Plan. Veridian demands that you cease and desist making misleading statements regarding the proposed development of the Marty property.

Sincerely,

AXLEY BRYNELSON, LLP



Robert C. Procter

RCP:mma