CITY OF STOUGHTON, 207 S. FORREST STREET, STOUGHTON, WISCONSIN

RESOLUTION OF THE COMMON COUNCIL

Approving a Pre-Annexation Agreement between the City of Stoughton and Greenbriar Farms Limited Partnership

Committee Action:	Finance Committee recommended approval ___ on 08/08/2023 **TIME SENSITIVE ITEM**		
Fiscal Impact:	N/A		
File Number:	R-127-2023	**Date Introduced:**	August 8, 2023

WHEREAS, the City of Stoughton Finance Committee reviewed the Pre-Annexation Agreement between the City of Stoughton and Greenbriar Farms Limited Partnership; and

WHEREAS, this Pre-Annexation Agreement outlines items of mutual interest between the City and the petitioner; now therefore

BE IT RESOLVED by the Common Council of the City of Stoughton that the Pre-Annexation Agreement, attached as Attachment A, between the City of Stoughton and Greenbriar Farms Limited Partnership is hereby approved.

Council Action: ☐ **Adopted** ☐ **Failed** **Vote** _____

Mayoral Action: ☐ **Accept** ☐ **Veto**

_____

Tim Swadley, Mayor Date

Council Action: _____ ☐ **Override** **Vote** _____

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
381 East Main Street, Stoughton, WI. 53589

(608) 873-6619 www.cityofstoughton.com

RODNEY J. SCHEEL
DIRECTOR

Date: July 20, 2023

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Finance Committee Agenda Item – Greenbriar Farms Limited Partnership Pre-Annexation Agreement

The City of Stoughton has received a request by Greenbriar Farms Limited Partnership to annex properties from the Town of Dunn. The City has prepared a Pre-Annexation Agreement outlining conditions related to the annexation for your consideration.

If you have any questions, please contact me.

PRE-ANNEXATION AGREEMENT

CITY OF STOUGHTON – GREENBRIAR FARMS LIMITED PARTNERSHIP

This Agreement is made and entered into by the City of Stoughton, a Wisconsin municipal corporation (the "City"), and Greenbriar Farms Limited Partnership, a Wisconsin limited partnership having its registered office at 754 U.S.H. 51, Stoughton, WI 53589 (hereafter referred to as the "Developer").

RECITALS

A. Developer has filed the Unanimous Petition for Direct Annexation Under §66.0217(2), Wis. Stats. (the "Petition") attached as Attachment A to this Agreement. The Petition asks the City to annex certain territory (the "Territory") to the City of Stoughton.

B. Developer acknowledges that Developer is voluntarily and of its own accord requesting annexation of the Territory to the City, and that the City has not initiated or required the annexation.

C. Annexation of the Territory is consistent with the City's Comprehensive Plan and is necessary in order to provide urban services to the Territory.

D. The annexation and development of the Territory will be beneficial to the City if accomplished in accordance with the terms of this Agreement in that such annexation and development will increase the City's tax base; provide lands for needed growth of the City; permit the sound planning and development of the Territory; and otherwise promote the public welfare.

E. The parties desire that the Territory be developed in a manner that complies with the City's Comprehensive Plan, the City's Official Map, and all City ordinances, and in a manner that minimizes the cost of the development to City taxpayers.

F. The City and Developer acknowledge that they enter into this Agreement for their mutual benefit and in order to address certain obligations and set forth certain understandings relating to the development of the Territory in the event the Territory is annexed to the City.

AGREEMENT

In consideration of the recitals and the mutual covenants and agreements set forth in this Agreement, the parties agree as follows.

1. ZONING AND DEVELOPMENT OF THE TERRITORY.

A. Zoning. The annexation ordinance shall provide a temporary zoning classification for the Territory of RH-Rural Holding.

B. Permanent Zoning and Compliance with Plans and Regulations. The parties anticipate that, following annexation, Developer will apply for permanent zoning of the Territory that is consistent with the City's Comprehensive Plan. Any development of the Territory shall be consistent with the City's Comprehensive Plan and shall be reviewed and considered in accordance with the City's Comprehensive Plan, and all land division, zoning, stormwater management, building and other regulations relating to the development of the Territory.

C. Public Improvements. Developer shall be solely responsible for the cost of constructing any and all public improvements needed to serve the development of the Territory, including the cost of extending any off-site improvements to the Territory. The City shall have no obligation to obtain any property interests needed to extend public improvements to the Territory, through the exercise of eminent domain or otherwise. Public improvements may include improvements (such as street widening, curb and gutter, sidewalk shared-use paths, storm sewer, etc.) to existing streets abutting the Territory.

D. Other Requirements Apply. Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying, any obligations, procedures or requirements of the City of Stoughton pertaining to the future development or division of the Territory.

2. FEES AND COSTS.

A. Application, Review and Administrative Fees. Developer shall pay to the City, within thirty (30) days after presentation of a written request for payment, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred or accrued before or after the execution of this Agreement in connection with: (1) the review and processing of petitions, applications and plans for the annexation, rezoning, division or development of the Territory; (2) the negotiation, preparation, consideration and review of this Agreement and other agreements relating to the Development of the Territory; (3) the rezoning, subdivision or development of the Territory. Consulting, planning, engineering, and legal fees shall be the actual costs to the City on the basis of submitted invoices. Administrative fees including city staff time shall be calculated based on the actual cost to the City, including all wages and benefits paid to City employees. Inspection and observation fees during construction shall be the actual cost to the City on the basis of submitted invoices. Before processing any application for approval of any land division, change in zoning, erosion control or stormwater management plan, or other approval, the City may require Developer to deposit funds with the City in such amount as the City may request,

but not more than $10,000.00, to secure Developer's payment of costs pursuant to this Section. The City may apply the deposit to pay costs that are past due, in the City's sole discretion. If the deposit amount falls below $10,000.00, the City may require Developer to supplement the deposit by such amount as the City may request, up to a total deposit of not more than $20,000.00. If Developer fails to pay any deposit or pay any cost when due, the City may suspend the processing of any and all pending applications, and Developer hereby agrees that any legally imposed time periods for acting on any land division, zoning or other approvals will be tolled until Developer makes any required deposit or pays any required costs pursuant to this Section.

B. Town Taxes. Developer shall reimburse the City for any amounts the City is required by law to pay to the Town of Dunn as a result of the annexation of the Territory. Any such reimbursements shall be paid within 30 days after the City requests payment.

C. Impact and Connection Fees. The City requires the payment of certain impact fees pursuant to Chapter 67 of the Municipal Code of the City of Stoughton. Nothing in this Agreement is intended to relieve Developer from paying to the City fees and costs related to the zoning, division or development of the Territory, and required by the City's ordinances or policies.

3. EFFECTIVE DATE AND EXPIRATION OF THIS AGREEMENT.

A. Effective Date. This Agreement shall be effective upon execution.

B. Expiration. If the City has not adopted an ordinance annexing the Territory on or before December 31, 2023, then this Agreement shall automatically, and without any further action, become null and void and of no force or effect, except that Developer shall pay any costs for which it is responsible under Section 2 of this Agreement as of such date.

4. OTHER PROVISIONS.

A. Duration. This Agreement shall continue until a written release signed by the City and Developer is recorded, or until it automatically terminates under section 3 B.

B. Governing Law. This Agreement shall be governed by, and enforced in accordance with, the laws of the State of Wisconsin. Any claim arising under this Agreement shall be brought in Dane County Circuit Court, Dane County, Wisconsin.

C. No Third-Party Beneficiaries. No claim as a third-party beneficiary under this Agreement by any person shall be valid against the City or Developer.

D. Amendments and Modifications. No amendment or modification to this

Agreement shall be effective until it is reduced to writing and approved and executed by all parties to this Agreement.

E. Interpretation. This Agreement shall be construed without regard to the identity of the party who drafted the various provisions of this Agreement. Moreover, each and every provision of this Agreement shall be construed as though all parties to this Agreement participated equally in the drafting of this Agreement. As a result of the foregoing, any rule or construction that a document is to be construed against the drafting party shall not be applicable to this Agreement.

F. Entire Agreement. This Agreement constitutes the entire agreement between the parties and supersedes any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement.

G. Severability. If any part of this Agreement or its application to any person or property be held invalid by a court of competent jurisdiction, the remaining provisions of this Agreement shall not be impaired thereby, and the remaining provisions shall be interpreted, applied and enforced so as to achieve, as near as may be, the purpose and intent of the Agreement to the greatest extent permitted by applicable law.

H. Assignment. Developer shall have the right and option to assign this Agreement in its sole discretion and without approval of the City to any entity or individual who has a majority ownership interest in the Territory.

IN WITNESS WHEREOF, the parties have executed this Pre-Annexation Agreement.

DEVELOPER: Greenbriar Farms Limited Partnership

By: _____
Sheryl Anderson, Authorized Agent

CITY: City of Stoughton

By: _____
Tim Swadley, Mayor

By: _____
Candee Christen, City Clerk

Attachments:
Exhibit A - Annexation Petition

Approved as to Form:

REUTER, WHITISH & EVANS, S.C.
Attorneys for the City of Stoughton

By: _____
Allen D. Reuter

EXHIBIT A
ANNEXATION
PETITION

Exhibit A

PETITION FOR ANNEXATION

The undersigned, constituting 100 percent of the owners of the following described territory located in the Town of Dunn, Dane County, Wisconsin, lying contiguous to the City of Stoughton, petition the Honorable Mayor and Common Council of said city to annex the territory described below and shown upon the attached map, as permitted by Chapter 66 of the Wisconsin Statutes, to the City of Stoughton, Dane County, Wisconsin.

A part of the Southeast ¼ of the Southeast ¼ of Section 36, Township 6 North, Range 10 East in the Town of Dunn, Dane County, Wisconsin, more particularly described as follows:

Beginning at the Southeast Corner of said Section 36; Thence S89°59'55"W along the south line of said Southeast ¼, 71.72 feet; Thence N18°33'20"E along the west right-of-way of U.S.H. 51 as depicted on RW Project 5845-00-21, Sheet 4.4, and the southerly extension thereof, 88.26 feet; Thence N01°23'25"E along said west right-of-way of U.S.H. 51, 100.00 feet; Thence N07°08'25"W along said west right-of-way of U.S.H. 51, 65.77 feet; Thence S89°59'55"W along the north lines of CSM 784, CSM 478, and CSM 793, 530.70 feet to the northwest corner of CSM 793; Thence S00°00'05"E along the west line of CSM 793, 248.90 feet to a point on the south line of said Southeast ¼; Thence S89°59'55"W along the south line of said Southeast ¼, 481.56 feet to the southeast corner of CSM 684; Thence N01°08'57"E along the east line of CSM 684; 500.01 feet to the northeast corner of CSM 684; Thence S89°59'55"W along the north line of CSM 684, 246.00 feet to a point on the west line of the Southeast ¼ of said Southeast ¼; Thence N01°12'08" along the west line of the Southeast ¼ of said Southeast ¼, 819.49 feet to a point on the north line of said Southeast ¼ of the Southeast ¼; Thence S89°41'47"E along the north line of said Southeast ¼ of the Southeast ¼, 1312.04 feet to a point on the east line of said Southeast ¼; Thence S01°22'47W" along the east line of said Southeast ¼, 1312.61 feet to the Point of Beginning.

Said parcel contains 1,468,331 square feet or 33.708 acres more or less including areas to the northwest of the intersection of U.S.H. 51 and Rutland Dunn Town Line Road.

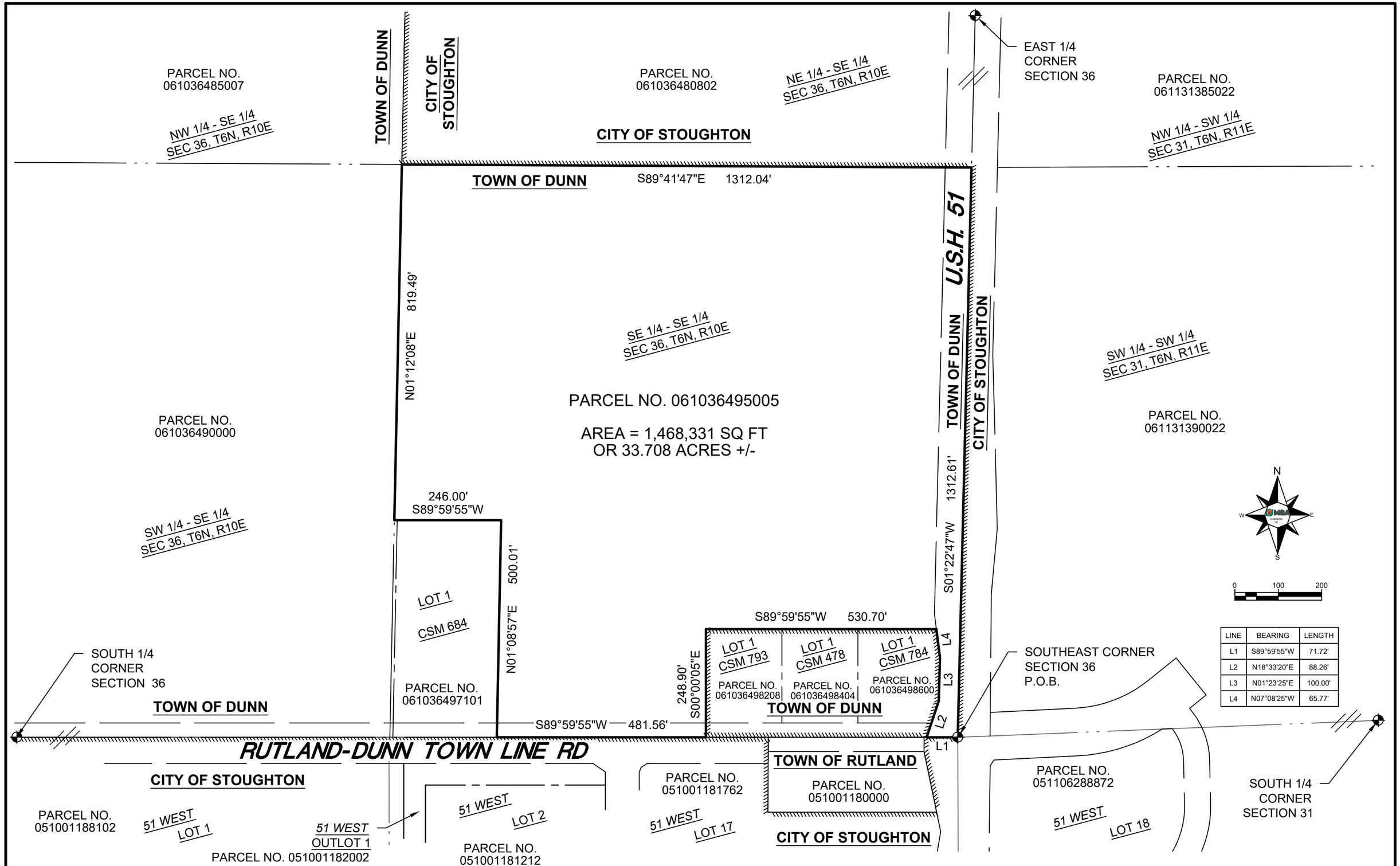
There are no persons residing in the territory.

Dated this 18th day of July 2023

Authentisign

Signed: Sheryl Anderson 07/17/23

Greenbriar Farms Ltd. Partnership
Sheryl Anderson, Managing Partner
754 U.S.H. 51
Stoughton, WI 53589



LINE	BEARING	LENGTH
L1	S89°59'55"W	71.72'
L2	N18°33'20"E	88.26'
L3	N01°23'25"E	100.00'
L4	N07°08'25"W	65.77'

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GREENBRIAR FARMS LIMITED PARTNERSHIP
PROPERTY ANNEXATION
STOUGHTON, WI

ANNEXATION MAP

FILE NO.
21902000

SHEET 1 OF 1

PLOTTED: Tuesday, June 13, 2023 4:57:05 PM, FROM: G:\21\21902\21902000\CADD\Survey\West of 51-North of Rutland-Dunn\Annexation\21902000_NW Rutland 51_Annexation.dwg DRAWN BY: Brad Tisdale