City of Stoughton, 207 S. Forrest St., Stoughton WI 53589

RESOLUTION OF THE COMMON COUNCIL

Authorizing and directing the proper City official(s) to enter into an agreement with Harvest Farms, LLC for Construction of Phase 5 & 6 of the Nordic Ridge Plat

Committee Action: Finance Committee recommends approval 7-0 on 1/11/22
Public Works recommends approval 4-0 on 1/20/22
Fiscal Impact: none

File Number:	R-13-2022	**Date Introduced:**	January 25, 2022

WHEREAS, The City of Stoughton entered into a "Master" Development Agreement for the development of Nordic Ridge; and

WHEREAS, the property owner now plans to proceed with construction of phase 5 and 6; and

WHEREAS, an "Agreement for Land Division Improvements for Nordic Ridge Phase 5 & 6" has been created that outlines the scope of improvements to be installed and funded by the Developer for Phase 5 & 6; and

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper city official(s) is hereby directed and authorized to enter into the Agreement for Land Division Improvements Nordic Ridge (Phase 5 & 6).

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

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

_____
Tim Swadley, Mayor Date

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

CITY OF STOUGHTON
DEPARTMENT OF
PLANNING & DEVELOPMENT
207 S. Forrest Street, Stoughton, WI. 53589

(608) 873-6619 www.ci.stoughton.wi.us

RODNEY J. SCHEEL
DIRECTOR

Date: January 7, 2022

To: Finance Committee

From: Rodney J. Scheel
Director of Planning & Development

Subject: Finance Committee Agenda Item

R- - 2022 – Nordic Ridge Phase V & VI Development Agreement

In 2009, the City approved the Nordic Ridge Plat and entered into a master development agreement with the developer. The Developer is now prepared to start construction on the fifth and sixth phases of this development. An agreement has been drafted that outlines the scope of these phases and responsibility of the developer.

Staff recommends the City enter into the "Agreement For Land Division Improvements Nordic Ridge [Phase 5 & 6].

If you have any questions, please contact me.

AGREEMENT FOR
LAND DIVISION IMPROVEMENTS
NORDIC RIDGE
[PHASE 5 & 6]

Agreement entered into this _____ day of _____, 2022, by and between Harvest Farms, LLC (the "Developer"), and the City of Stoughton ("City"), a Wisconsin municipal corporation.

RECITALS

A. The Developer has received approval by the City of Stoughton for a land division plat known as Nordic Ridge (hereinafter, the "Plat") for an area of land located in the City of Stoughton.

B. Chapter 66, City of Stoughton ordinances, requires that provision be made for the installation of public improvements, including but not limited to, streets, street lighting, sanitary sewers and water mains and appurtenances thereto, storm sewer and stormwater drainage facilities, greenways, walk ways, and erosion controls, and that such improvements be constructed by the Developer without cost to the City.

C. The Developer is bound by an agreement dated November 18, 2009, entitled "Nordic Ridge Development Agreement (Master)," relating to the installation of improvements needed to serve the Plat, among other things.

D. The City's purposes in entering into this Agreement are, among others, to provide for the installation of improvements to serve the next phase of developing the Plat, to require the Developer to pay the direct and indirect costs related to the required improvements, and to avoid the harmful effects of substandard subdivisions.

E. The Developer now wishes to proceed with the installation of improvements needed to serve Lots 1 through 4, 57 through 78, 89 through 95, 142 through 156, 170 through 175, and Outlots 1 and 7 in the Plat, as shown on the attached Attachment A ("Phase 5 & 6"). Subsequent construction phases will be defined in scope by future agreements for land division improvements pertaining to those phases.

AGREEMENT

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

1. *Development Agreement.* Developer continues to be bound by the Development Agreement dated November 18, 2009 (the "Development Agreement"). Except as expressly provided otherwise in this Agreement, the Development Agreement shall govern the development of Phase 5 & 6.

2. *Improvements.* The Developer shall construct and install those improvements needed to serve Phase 5 & 6. The improvements contemplated herein include the following: sanitary sewer service mains, manholes, laterals and all appurtenances; water mains, laterals, hydrants, valves and all appurtenances; storm sewer mains; streets, curb and gutter and sidewalks; street lights; and facilities for the provision of natural gas, electric, cable, and telephone utility service; and stormwater management improvements (hereinafter referred to as the "Improvements"), all in accordance with plans and specifications approved by the City Planning Director. Without limiting the foregoing, the Improvements include utility and street improvements for 480 linear feet of Otteson Drive, 300 feet of Korgen Drive, 1,750 lineal feet of Nordland Drive, 260 lineal feet of Odegard Drive, and 340 lineal feet of Markens Gate Road; 140 lineal feet of sidewalk for Outlot 1 and 160 lineal feet of sidewalk for Outlot 2.

   The Improvements will be designed, constructed and installed by the Developer at the Developer's sole expense. All required improvements shall be designed, constructed and installed in accordance with the standard specifications of the City of Stoughton and standards of Chapter 66 of the City of Stoughton ordinances except as variances to or waivers of those requirements have been properly granted, and in accordance with plans and specifications approved by the City Planning Director. Two copies of the approved, signed and stamped plans and specifications shall be provided to the City Planning Director, and one copy shall be provided to each contractor. Only stamped and signed copies of the plans and specifications shall be used on the job site. Where standards and/or specifications have not been established by the City, all work shall be made in accordance with established engineering practices as designated and approved by the City Planning Director.

3. *Prevailing Wage Rates*. Notwithstanding anything to the contrary in Section 5 of the Development Agreement dated November 18, 2009, construction of the Improvements in Phase 4 shall be governed by those provisions of Wis. Stat. § 66.0903 (municipal prevailing wage and hour scales) in effect as of the date of this Agreement.

4. *City Approval of Starting Dates*. No land disturbances or work shall begin without the City Planning Director's approval of a starting date and schedule which shall be submitted by Developer to the City Planning Director a minimum of seven calendar days before work is scheduled to begin. A starting date will not be approved until the surety required by Section 7 has been provided to the City.

5. *Change to Work Order*. The City shall not be responsible for any costs or changes relating to this project except those specifically enumerated and agreed upon in this or subsequent written, signed agreements between the Developer and the City.

6. *Time of Completion*. All work specified herein, excepting the final asphalt lift, shall be completed within twelve months after the execution of this Agreement. The final asphalt lift shall be completed during the construction season immediately following the construction season during which the binder course was installed. No damages may be recovered by Developer or any person against the City for delay in completion of the Improvements. Notwithstanding the above, in the event of delay caused by events out of Developer's control, the time for completion shall be extended for a period equal to the delay caused by such events.

7. *Surety.* Prior to commencement of construction of any required Improvements, the Developer shall provide the City with an irrevocable Letter of Credit or performance bond acceptable to the City Attorney, pursuant to Section 14 of the Development Agreement.

8. *Fees*. At or before the time this Agreement is executed, and except as provided in Section 9 below, Developer shall pay the City all fees and costs required by the Development Agreement.

9. *Effective Date.* This Agreement is entered into as of the day and year first written above.

IN WITNESS WHEREOF, the parties have hereunto set their hands and seals.

CITY OF STOUGHTON

By_____
Tim Swadley, Mayor

By_____
Candee Christen, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally, came before me this _____ day of _____, 2022, the above named Tim Swadley and Candee Christen, to me known to be the Mayor and City Clerk of the City of Stoughton, and the persons who executed the foregoing instrument and acknowledged the same.

_____

Notary Public, State of Wisconsin Print Name: _____

My Commission: _____

DEVELOPER:

HARVEST FARMS, LLC

By: _____
RHD Family Limited Partnership,
by Robert H. Dvorak, Managing Member

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me this ____ day of _____, 2022, the above-named Robert H. Dvorak, to me known to be the persons who executed the foregoing instrument and acknowledged the same as the properly authorized act of said corporation.

_____
Notary Public, State of Wisconsin Print
Name: _____

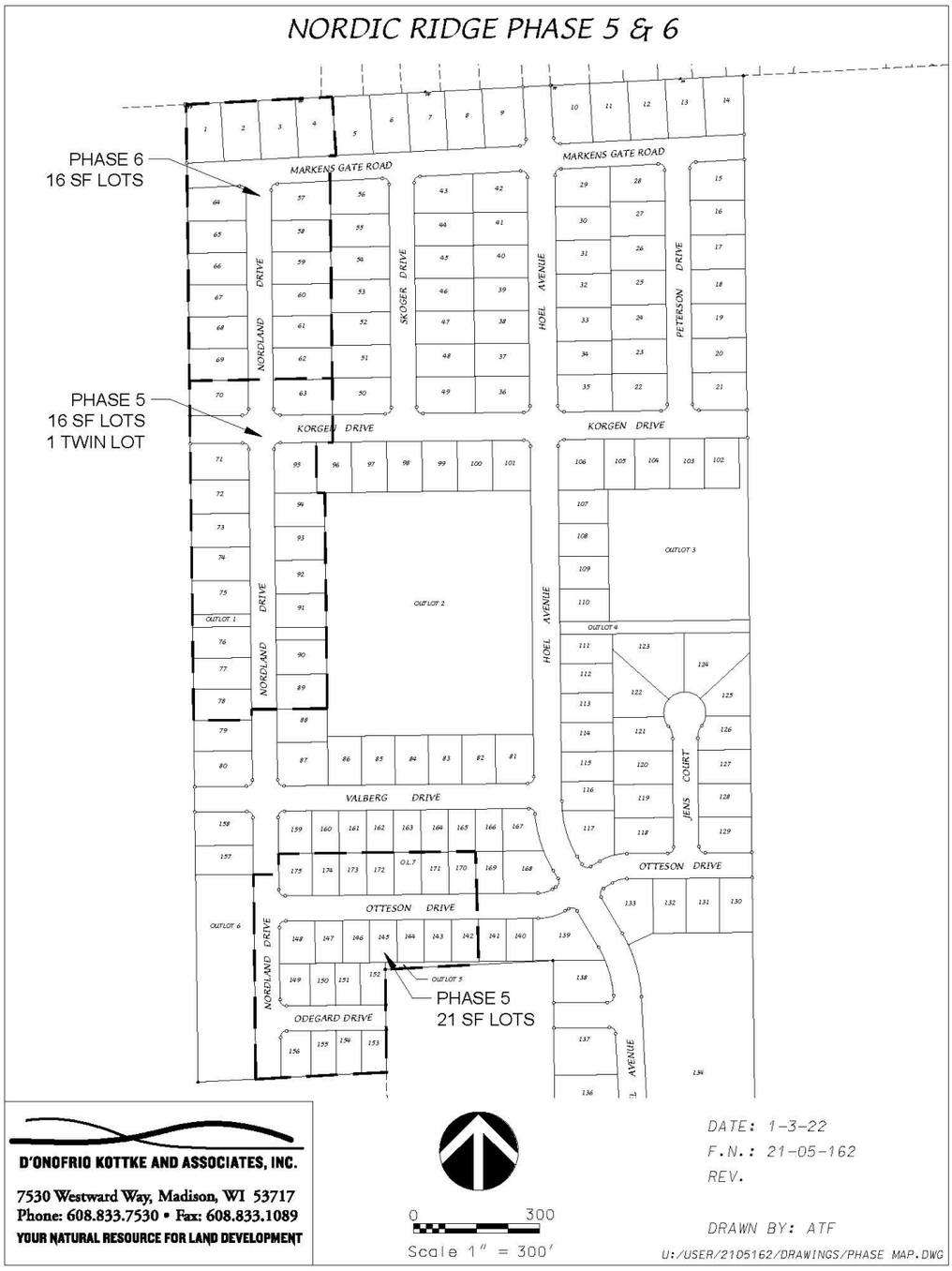
My Commission: _____

Approved as to Form:

STAFFORD ROSENBAUM LLP
Attorneys for the City of Stoughton

_____
By Matthew P. Dregne, City Attorney

Attachments:
Attachment A – Description of Phase 5 & 6

ATTACHMENT A

Description of Phase 5 & 6