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

DRAFT - RESOLUTION OF THE COMMON COUNCIL

Resolution approving the agreement relating to an Urban Service Area Amendment, Tax Incremental District Evaluation and Amendment of Pre-Annexation Agreement between the City of Stoughton and Fifty One West LLC

Committee Action: Finance Committee Approved X-0 on May 11, 2021

Fiscal Impact: None

File Number:	R - -2021	**Date Introduced:**	May 25, 2021

WHEREAS, Fifty One West LLC ("Developer") has asked the City to petition the Capital Area Regional Planning Commission to add the property located in the proposed 51 West Development ("Property") to the City of Stoughton Urban Service Area (the "USA"), so that the Property may be served by pubic sanitary sewer service. Developer has also asked the City to consider creating a Tax Increment District that could be used to finance certain costs associated with developing the Property; and

WHEREAS, the City is willing to pursue adding the Property to the USA, but only if Developer agrees that any City approval to subdivide or develop the Property may be conditioned upon Developer's agreement to construct certain public improvements, including certain off-site and over-sized public improvements; and

WHEREAS, the City is willing to consider creating a Tax Increment District, but only if Developer agrees to pay the City's costs in doing so; and

WHEREAS, the Urban Service Area Amendment, Tax Incremental District Evaluation and Amendment of Pre-Annexation Agreement ("Agreement") states that the City shall apply to the Capital Area Regional Planning Commission to add the Property to the City of Stoughton Urban Service Area; and

WHEREAS, the Agreement further states that the City shall evaluate and consider Developer's request that the City create a Tax Increment District to help pay the cost of certain improvements needed to develop the Property (the "TID"); and

WHEREAS, the Developer shall pay to the City, immediately after presentation of a written request for payment, all legal, engineering, financial and other consulting, application, or administrative fees, costs and expenses incurred or accrued related to the execution of this Agreement; and

WHEREAS, the Plan Commission recommended to proceed with an Urban Service Area Amendment application for the 51 West Development Area on May 10, 2021.

BE IT RESOLVED by the Common Council of the City of Stoughton that the proper City official(s) are authorized to enter into the Urban Service Area Amendment, Tax Increment District Evaluation and Amendment of Pre-Annexation Agreement with Fifty One West LLC.

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

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

_____

Mayor Tim Swadley Date

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

AGREEMENT RELATING TO AN URBAN SERVICE AREA AMENDMENT, TAX INCREMENT DISTRICT EVALUATION AND AMENDMENT OF PRE-ANNEXATION AGREEMENT

CITY OF STOUGHTON – Fifty One West LLC

THIS SPACE RESERVED FOR RECORDING DATA

RETURN TO:
Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

P.I.N.

This Agreement is made and entered into this ____ day of _____, 2021 by the City of Stoughton, a Wisconsin municipal corporation (the "City"), and Fifty One West LLC, a Wisconsin limited liability corporation (hereafter referred to as the "Developer").

RECITALS

A. Developer is the owner of the lands described on Attachment A to this Agreement (the "Property"). Developer petitioned the City to annex the Property to the City of Stoughton, and the City has enacted an ordinance annexing the Property.

B. Developer and the City entered into the Pre-Annexation Agreement attached as Attachment B (the "Pre-Annexation Agreement").

C. Developer has asked the City to petition the Capital Area Regional Planning Commission to add the Property to the City of Stoughton Urban Service Area (the "USA"), so that the Property may be served by pubic sanitary sewer service. Developer has also asked the City to consider creating a Tax Increment District that could be used to finance certain costs associated with developing the Property.

D. The City is willing to pursue adding the Property to the USA, but only if Developer agrees that any City approval to subdivide or develop the Property may be conditioned upon Developer's agreement to construct certain public improvements, including certain off-site and over-sized public improvements. The City is willing to consider creating a Tax Increment District, but only if Developer agrees to pay the City's costs in doing so.

AGREEMENT

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

1. Urban Service Area Amendment. The City shall apply to the Capital Area Regional Planning Commission to add the Property to the City of Stoughton Urban Service Area.

2. Tax Increment District. The City shall evaluate and consider Developer's request that the City create a Tax Increment District to help pay the cost of certain improvements needed to develop the Property (the "TID").

3. Public Improvements Required to Develop the Property. Developer acknowledges that the City would not apply to add the Property to the City's Urban Service Area without Developer's agreements set forth herein. Developer waives any claim of entitlement to subdivide or develop the Property in a manner that is inconsistent with Developer's commitments in this Agreement.

   A. Developer agrees that the part of the Property located East of U.S.H. 51 shall not be divided, subdivided or developed unless the following conditions are satisfied:

      (1) Developer and the City must enter into a development agreement that requires Developer to construct construct and install, at Developer's cost, or in accordance with tax incremental financing approved by Developer and the City, all public improvements needed to serve that part of the Property located East of U.S.H. 51, including but not limited to the following:

         a. Sanitary sewer service mains, manholes, laterals and all appurtenances; water mains, laterals, hydrants, valves and all appurtenances; storm sewer and storm water management facilities; public streets; gas and electric utilities; cable television; telephone service; sidewalks; street signs; and street lamps. Developer must further agree to construct improvements required to connect the Property to existing public improvements, facilities or utilities, including any improvements required outside the boundaries of the Property. Among other public improvements, Developer must agree to construct and install the following off-site or oversized improvements:

            (1) Off-site improvements necessary to development of the Property, including connections to existing public improvements, facilities or utilities, and replacement of the existing 8-inch sanitary sewer main located in

Roby Road, from Virgin Drive to Kings Lynn Road, with a 10-inch sanitary sewer main;

(2) On-Site improvement upsizing necessary to development of other lands to be served through the Property, including 10-inch water main in the proposed Nygaard Street and in Velkommen Way west of Nygaard Street.

B. Developer agrees that the part of the Property located West of U.S.H. 51 shall not be divided, subdivided or developed unless the following conditions are satisfied:

(1) The Town of Rutland must enter an agreement with the City, satisfactory to the City, authorizing the installation and maintenance of a City-owned water main within Oak Opening Drive public right-of-way located in the Town of Rutland, so that a 10-inch water main may be extended from the Property, through Oak Opening Drive in the Town, and connect to the existing public water main in the Kettle Park West development. The City may, but is under no obligation, to negotiate, pursue or execute an agreement with the Town of Rutland, and retains full discretion to approve or disapprove of the terms of any proposed agreement.

(2) Developer and the City must enter into a development agreement that requires Developer to construct and install, at Developer's cost, or in accordance with tax incremental financing approved by Developer and the City, all public improvements needed to serve that part of the Property located West of U.S.H 51, including but not limited to the following:

a. Sanitary sewer service mains, manholes, laterals and all appurtenances; water mains, laterals, hydrants, valves and all appurtenances; storm sewer and storm water management facilities; public streets; gas and electric utilities; cable television; telephone service; sidewalks; street signs; and street lamps. Developer must further agree to construct improvements required to connect the Property to existing public improvements, facilities or utilities, including any improvements required outside the boundaries of the Property. Among other public improvements, Developer must agree to construct and install the following off-site or oversized improvements:

(1) A 10-inch water main must be constructed within the Oak Opening Drive public right-of-way through Town of Rutland territory, from the south edge of the Property to the north edge of the Kettle Park West development, in order to create a loop, all in a manner approved by the City;

(2) On-site improvement upsizing necessary to development of other lands to be served through the Property, including 10-inch water main in Oak Opening Drive;

(3) Water and sewer mains must be installed under U.S.H. 51, at a location approved by the City.

(4) If not already completed, the existing 8-inch sanitary sewer main located in Roby Road, from Virgin Drive to Kings Lynn Road, must be replaced with a 10-inch sanitary sewer main.

4. Payment of City Costs. Sections 2.A and 2 B. of the Pre-Annexation Agreement are repealed and replaced with the following:

A. Developer shall pay to the City, immediately after presentation of a written request for payment, all legal, engineering, financial and other consulting, application, 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) applying to amend the Stoughton Urban Service Area, the Dane County Water Quality Plan or the Dane County Land Use and Transportation Plan to facilitate development of the Property; (3) evaluating the use of tax incremental financing or the creation of a tax increment district to facilitate development of the Property; (4) the negotiation, preparation, consideration and review of the Pre-Annexation Agreement, this Agreement and other agreements relating to the development of the Property; (5) the rezoning, subdivision or development of the Property (collectively "Administrative Costs"). Administrative Costs shall be the actual costs to the City on the basis of submitted invoices. 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.

B. Developer shall pay Administrative Costs within 30 days after the City delivers a bill. Failure to do so entitles the City to withdraw the amount of such unpaid bill from the guarantee of payment under Section 4. C., below. Bills outstanding for more than 30 days shall accrue interest at a rate of 1.5% per month. Failure to timely pay Administrative Costs shall also entitle the City to suspend all work on the Urban Service Area Amendment and TID evaluation processes. Bills shall be considered delivered upon personal delivery to Developer, or upon mailing or emailing to the Developer at the following address:

Fifty One West LLC
Attn: Robert H. Dvorak
1081 Eagle Court
Edgerton, WI 53534
Email: Bob@rhdproperties.com

C. Developer shall secure Developer's reimbursement of Administrative Costs by depositing $25,000.00 with the City. If at any time the City deems the monies on deposit with the City to be insufficient to pay expenses incurred or anticipated by the City for Administrative Costs, the City may request that Developer deposit additional amounts, and may suspend work on the Urban Service Area Amendment, TID evaluation process, subdivision or zoning review, or any other work relating to the development of the Property.

5. Successors Bound. This Agreement shall run with the land and shall be binding upon Developer, and upon Developer's grantees, personal representatives, heirs, successors and assigns, including any and all owners of all or any part of the Property, except that this Agreement shall not apply to purchasers of individual lots created by subdivision plat or certified survey map after the effective date of this Agreement.

6. Other Requirements Apply. Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying, obligations, procedures or requirements of the City of Stoughton pertaining to the future development or division of the Property. Nothing in this Agreement requires the City to create the TID, or to make tax incremental financing available to Developer.

7. Other Provisions.

A. Duration. This Agreement shall continue until a written release signed by the City and Developer is recorded.

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. This Agreement shall be construed simply and fairly to both parties.

F. Entire Agreement. This Agreement and the Pre-Annexation Agreement constitute the entire agreement between the parties and supersede any and all prior agreements and negotiations between the parties, whether written or oral, relating to the subject matter of this Agreement and the Pre-Annexation Agreement. Except as expressly modified by this Agreement, the Pre-Annexation Agreement remains in full force and effect.

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.

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

[Remainder of page is intentionally blank]

DEVELOPER:
Fifty One West LLC

By_____
Robert H. Dvorak, Authorized Member

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me, this _____ day of _____, 2021, the above-named Robert H. Dvorak, known to me to be the person who executed the foregoing instrument, and acknowledged the same with authority from RHD Properties, LLC.

_____ [SEAL]

Print name: _____
Notary Public, State of Wisconsin
My Commission expires:_____

CITY:

City of Stoughton
Dane County, Wisconsin

By_____
Tim Swadley, Mayor

By:_____
Holly Licht, City Clerk

STATE OF WISCONSIN

COUNTY OF DANE

Personally came before me, this _____ day of _____, 2021, the above-named Tim Swadley and Holly Licht, known to me to be the persons who executed the foregoing instrument, and acknowledged the same with authority from the City of Stoughton, Dane County, Wisconsin.

_____ [SEAL]

Print name: _____
Notary Public, State of Wisconsin
My Commission expires:_____

Attachments: A – Map and Legal Description of the Property
B – Pre-Annexation Agreement

Approved as to Form:

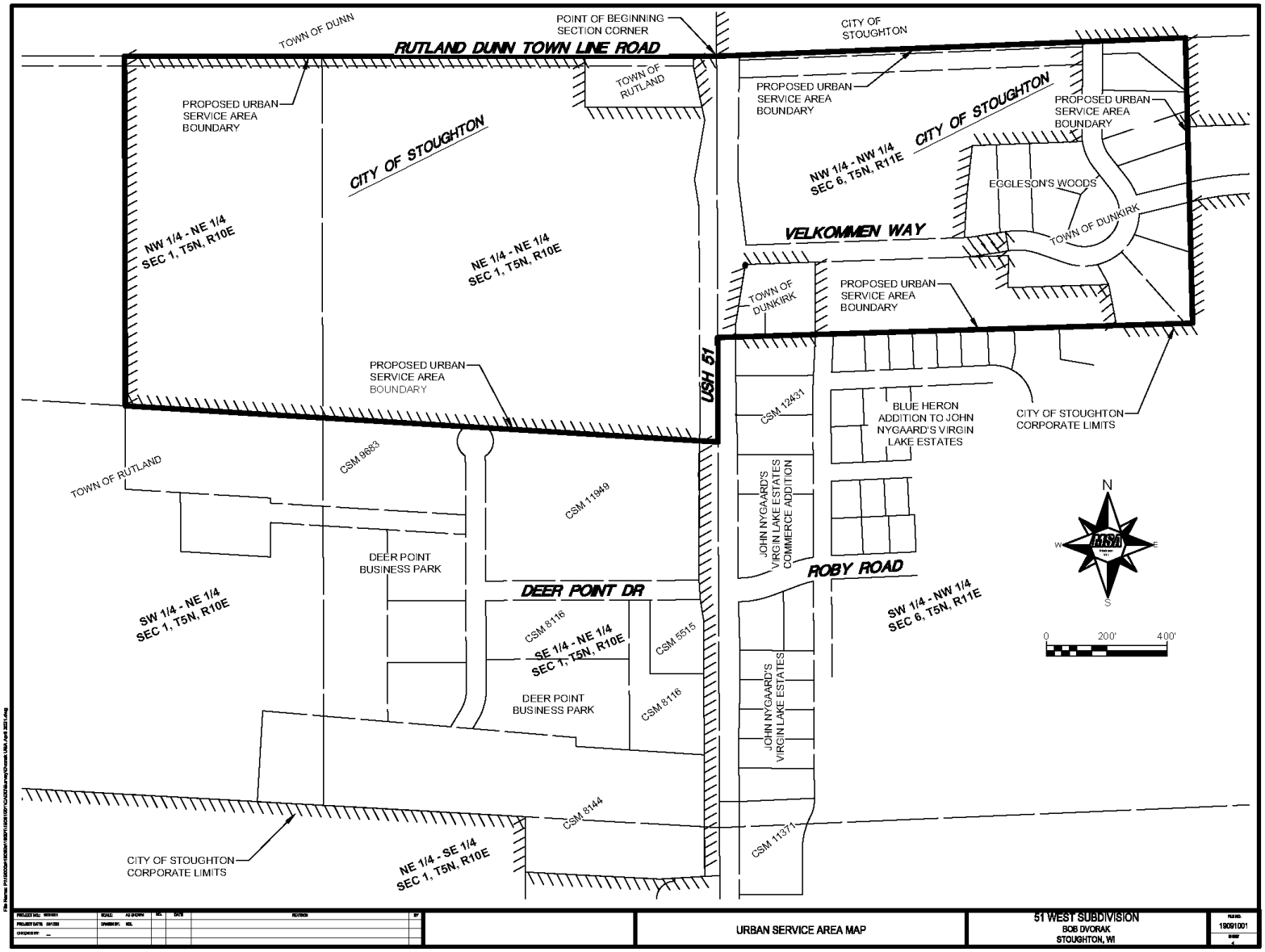
STAFFORD ROSENBAUM LLP
Attorneys for the City of Stoughton

By_____
Matthew P. Dregne

This document prepared by and return to:
Matthew P. Dregne
Stafford Rosenbaum LLP
P.O. Box 1784
Madison, WI 53701-1784

ATTACHMENT A

Map and Legal Description



Legal Description

The Northeast ¼ of the Northeast ¼ and the East half of the Northwest ¼ of the Northeast ¼, all being a part of Section 1, Township 5 North, Range 10 East in the City of Stoughton and the Town of Rutland, Dane County, Wisconsin and also a part of the Northwest ¼ of the Northwest ¼ and a part of the Northeast ¼ of the Northwest ¼, all being a part of Section 6, Township 5 North, Range 11 East in the City of Stoughton and Town of Dunkirk, Dane County, Wisconsin. More particularly described as follows:

Beginning at the Northeast corner of Section 1, Township 5 North, Range 10 East in the Town of Rutland; thence North 87°41'55" East along the North line of the Northwest ¼ of said Section 6, a distance of 1547.38 feet to the Northeast corner of Lot 8 of Eggleson's Woods plat recorded as Document No. 1279057 in the Dane County Register of Deeds; thence South 02°23'06" East along the East line of said Eggleson's Woods, a distance of 479.94 feet to an angle point in the said East line; thence South 01°35'46" East along the said East line of Eggleson's Woods, a distance of 488.68 feet to the Southeast corner of Lot 3 of said plat of Eggleson's Woods; thence South 88°12'38" West along the South line of said Eggleson's Woods and the North line of John Nygaard's Virgin Lake Estates, a distance of 1222.15 feet to an angle point in the said North line of John Nygaard's Virgin Lake Estates; thence South 88°13'18" West along said North line of Nygaard's Virgin Lake Estates and said North line extended westerly, a distance of 354.87 feet to a point on the West line of the Northwest ¼ of said Section 6; thence South 00°12'30" East along the said West line of the Northwest ¼ of Section 6, a distance of 354.90 feet to the South line of the Northeast ¼ of the Northwest ¼ of said Section 1; thence North 86°25'59" West along the South line of the Northeast and Northwest ¼'s of the Northeast ¼ of said Section 1, a distance of 1970.74 feet to a point at the Southwest corner of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 1; thence North 00°08'36" West along the West line of the said East ½ of the Northwest ¼ of the Northeast ¼, a distance of 1187.30 feet to a point on the North line of the Northeast ¼ of said Section 1; thence North 89°59'55" East along the said North line, a distance of 1965.13 feet to the Point of Beginning.

ATTACHMENT B
Pre-Annexation Agreement

PRE-ANNEXATION AGREEMENT

CITY OF STOUGHTON – RHD PROPERTIES, LLC

This Agreement is made and entered into by the City of Stoughton, a Wisconsin municipal corporation (the "City"), and RHD Properties, LLC, a Wisconsin limited liability corporation (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 are 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 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.

D. Other Requirements Apply. Nothing in this Agreement is intended to relieve, nor shall it be construed as relieving, or in any way satisfying, obligations, procedures or requirements to 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, immediately 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 Property; (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 $15,000.00, 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 is less than $15,000.00, 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 $15,000.00. 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. Developer shall pay to the City, immediately after presentation of a written request for payment, all legal, engineering, and other consulting or administrative fees, costs and expenses incurred by the City in connection with any application to amend the Stoughton Urban Service Area, the Dane County Water Quality Plan or the Dane County Land Use and Transportation Plan to facilitate development of the Territory. Prior to the City applying to add the Territory to the Stoughton Urban Service Area, Developer shall deposit $25,000.00 with the City which the City shall apply to pay the costs it may incur in connection with the Urban Service Area amendment process. The City shall use the deposit before billing Developer for such costs. If the City's total costs in connection with the Urban Service Area amendment process are less than $25,000.00, then the balance of the deposit shall be returned to Developer.

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

D. 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. As of the effective date of this Agreement, the City does not require the payment of a fee to connect to the City's sanitary sewer system or water system. 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 October 23, 2018, 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. This Agreement shall be construed simply and fairly to both parties.

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.

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

DEVELOPER:
RHD Properties, LLC

By_____
Robert H. Dvorak, Authorized Member

CITY:
City of Stoughton
Dane County, Wisconsin

By_____
Tim Swadley, Mayor

By:_____
Holly Licht, City Clerk

Attachments:
Exhibit A - Annexation Petition

Approved as to Form:

STAFFORD ROSENBAUM LLP
Attorneys for the City of Stoughton

By _____
Matthew P. Dregne

EXHIBIT A

ANNEXATION PETITION

UNANIMOUS PETITION FOR DIRECT ANNEXATION UNDER § 66.0217(2), WIS. STATS.

To the City Council of the City of Stoughton, Dane County, Wisconsin:

1. The undersigned hereby petition for direct annexation of the territory legally described on Exhibit A attached hereto to the City of Stoughton, Dane County, Wisconsin, whereby said territory would be detached from the Town of Dunkirk and the Town of Rutland, Dane County, Wisconsin, pursuant to § 66.0217(2), Wis. Stats.

2. Attached hereto as Exhibit B is a scale map which accurately reflects the legal description of the property to be annexed and the boundary of the annexing the City and includes a graphic scale on the face of the map.

3. The current population of the territory proposed to be annexed is 0.

4. This petition has been signed by the owners of all of the land within the territory proposed to be annexed, and by all of the electors residing within the territory proposed to be annexed.

Owners of All Lands Within the Territory Proposed to be Annexed:

Name of Owner: RHD Properties, LLC.

Address of Owner: 1081 Eagle Court
Edgerton, WI. 53534

Date of Signing: 6-20, 2018

Signature: By: _____
Robert H. Dvorak,
Authorized Member

RHD Properties LLC
Annexation Legal Description

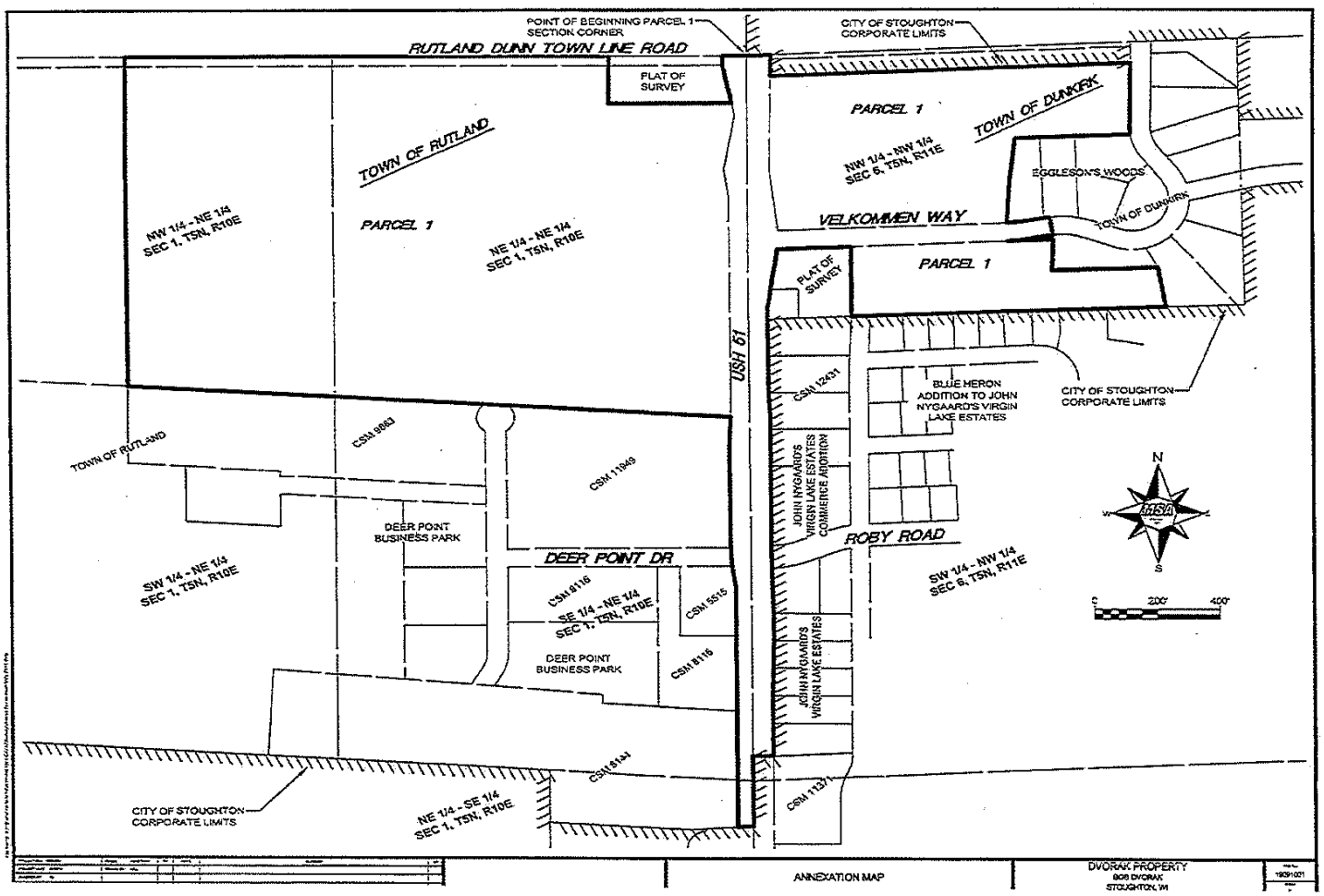
Parcel 1:
A part of the Northeast ¼ of the Northeast ¼, the East half of the Northwest ¼ of the Northeast ¼, a part of the Southeast ¼ of the Northeast ¼ within the right-of-way of USH 51, and a part of the Northeast ¼ of the Southeast ¼ within the right-of-way of USH 51 all being a part of Section 1, Township 5 North, Range 10 East in the Town of Rutland, Dane County, Wisconsin and also a part of the Northwest ¼ of the Northwest ¼ and a part of the Southwest ¼ of the Northwest ¼ within the right-of-way of USH 51 all being a part of Section 6, Township 5 North, Range 11 East in the Town of Dunkirk, Dane County, Wisconsin. More particularly described as follows:
Beginning at the Northeast corner of Section 1, Township 5 North, Range 10 East in the Town of Rutland; thence North 87°41'55" East along the North line of the Northwest ¼ of said Section 6, a distance of 75.32 feet to a point on the East right-of-way of USH 51; thence South 00°38'40" West along the said East right-of-way, a distance of 76.62 feet; thence North 87°41'55" East parallel to the North line of the said Northwest ¼ of Section 1, a distance of 1141.23 feet to a point on the West right-of-way of Velkommen Way; thence South 00°33'09" West along the said West right-of-way, a distance of 261.69 feet to a point on the North line of Lot 9 of the plat of Eggleson's Woods; thence South 87°47'15" West along the North line of Lots 9, 12, and 13 of said Eggleson's Woods, a distance of 363.74 feet to the Northwest corner of said Lot 13; thence South 06°17'42" West along the West line of said Lot 13, a distance of 169.02 feet to an angle point in said line; thence South 03°01'22" West along the said West line of Lot 13, a distance of 144.50 feet to the Southwest corner of said Lot 13 being on the northerly right-of-way of Velkommen Way; thence easterly 29.88 feet along the said northerly right-of-way of Velkommen Way being a curve to the left having a radius of 237.00 feet, the chord of said curve bears North 84°21'10" East a distance of 29.86 feet; thence North 80°44'27" East along the said northerly right-of-way of Velkommen Way, a distance of 107.62 feet; thence South 09°15'34" East, a distance of 66.00 feet to a point on the southerly right-of-way of Velkommen Way; thence South 80°44'27" West along the said southerly right-of-way, a distance of 107.62 feet to a point of curvature; thence continuing 38.38 feet westerly along a curve to the right along the said southerly right-of-way of Velkommen Way being a curve to the right having a radius of 303.00 feet, the chord of said curve bears South 84°22'12" West a distance of 38.36 feet to the most northwesterly corner of Lot 1 of Eggleson's Woods subdivision; thence North 87°59'57" East along the South line of the most westerly portion of said Lot 1, a distance of 145.00 feet to an interior lot corner of Lot 1 of Eggleson's Woods; thence South 01°47'57" West along the westerly line of said Lot 1, a distance of 108.93 feet to the Southwest corner of said Lot 1; thence North 88°12'57" East along the South line of said Lot 1, a distance of 335.26 feet to the Southeast corner of said Lot 1; thence South 10°29'13" East along the westerly line of Lot 2 of Eggleson's Woods, a distance of 141.00 feet to a point on the North line of John Nygaard's Virgin Lake Estates; thence South 88°12'38" West along the North line of said Nygaard's Virgin Lake Estates also platted as the Blue Heron Addition to John Nygaard's Virgin Lake Estates, a distance of 969.28 feet to an angle point in said line; thence South 88°13'18" West along said North line of Nygaard's Virgin Lake Estates, a distance of 30.18 feet to the Northeast corner of CSM 12431; thence North 00°18'12" West, a distance of 245.83 feet to a point on the southerly right-of-way of Velkommen Way; thence South 87°59'57" West along the said southerly right-of-way, a distance of 231.75 feet to a point on the East right-of-way of USH 51; thence along the East right-of-way of USH 51 the following courses:

1) South 03°02'04" West, a distance of 5.19 feet;
2) South 09°08'01" West, a distance of 198.56 feet;
3) South 00°12'52" East, a distance of 308.45 feet;
4) Thence South 03°04'37" East, a distance of 100.12 feet;
5) Thence South 00°12'52" East, a distance of 455.33 feet to the Southwest corner of John Nygaard's Virgin Lake Estates Commerce Addition being a point on the northerly right-of-way of Roby Road;
6) Thence South 00°51'24" East, a distance of 80.00 feet to the Northwest corner of Lot 6 of John Nygaard's Virgin Lake Estates being a point on the southerly right-of-way of Roby Road;
7) Thence South 01°38'48" East, a distance of 164.17 feet;
8) Thence South 00°12'52" East, a distance of 100.00 feet;
9) Thence South 01°13'03" West, a distance of 200.08 feet;
10) Thence South 00°12'52" East, a distance of 214.29 feet to the Northwest corner of CSM No. 11371;

Thence leaving said right-of-way South 89°47'30" West, a distance of 65.16 feet to a point on the said East line of the Northeast ¼ of Section 1; thence South 00°12'30" East along the said East line a distance of 88.55 feet to the East ¼ corner of said Section 1; thence South 00°17'19" East along the East line of the Southeast ¼ of said Section 1, a distance of 162.44 feet; thence South 86°30'59" West along the South line of Lot 1 of CSM No. 8144 extended easterly, a distance of 50.12 feet to the Southeast corner of said Lot 1; thence along the westerly right-of-way of USH 51 the following courses:

1) North 00°12'52" West, a distance of 867.53 feet;
2) Thence North 08°44'43" West, a distance of 72.74 feet to a point on the South right-of-way of Deer Point Drive;
3) Thence North 03°51'51" West, a distance of 66.14 feet to the Southeast corner of CSM No. 11949 being a point on the northerly right-of-way of Deer Point Drive;
4) Thence North 00°12'52" West, a distance of 362.07 feet;
5) Thence North 01°41'41" East, a distance of 111.36 feet to the Northeast corner of said CSM No. 11949;

Thence leaving said right-of-way North 86°25'59" West along the South line of the Northeast and Northwest ¼'s of the Northeast ¼ of said Section 1, a distance of 1909.35 feet to a point at the Southwest corner of the East ½ of the Northwest ¼ of the Northeast ¼ of said Section 1; thence North 00°08'36" West along the West line of the said East ½ of the Northwest ¼ of the Northeast ¼, a distance of 1187.34 feet to a point on the North line of the Northeast ¼ of said Section 1; thence North 89°59'55" East along the said North line, a distance of 1528.93 feet; thence South 00°21'28" West, a distance of 172.58 feet; thence North 89°59'55" East, a distance of 388.68 feet to a point on the West right-of-way line of USH 51; thence North 11°44'15" West along the said West right-of-way line, a distance of 142.56 feet to a point on the South right-of-way of Rutland Dunn Town Line Road; thence North 00°00'05" West, a distance of 33.00 feet to a point on the North line of the Northeast ¼ of Section 1, Township 5 North, Range 10 East in the Town of Rutland; thence North 89°59'55" East along the said North line, a distance of 77.60 feet to the Point of Beginning.


POINT OF BEGINNING PARCEL 1
SECTION CORNER
CITY OF STOUGHTON
CORPORATE LIMITS
RUTLAND DUNN TOWN LINE ROAD
PLAT OF SURVEY
TOWN OF RUTLAND
PARCEL 1
NW 1/4 - NE 1/4
SEC 1, T5N, R10E
NE 1/4 - NE 1/4
SEC 1, T5N, R10E
TOWN OF DUNKIRK
NW 1/4 - NW 1/4
SEC 6, T5N, R11E
EGGLESON'S WOODS
VELKOMMEN WAY
PLAT OF SURVEY
PARCEL 1
USH 61
CSM 12431
BLUE HERON
ADDITION TO JOHN
NYGAARD'S VIRGIN
LAKE ESTATES
CITY OF STOUGHTON
CORPORATE LIMITS
TOWN OF RUTLAND
CSM 9063
CSM 11949
JOHN NYGAARD'S
VIRGIN LAKE ESTATES
COMMERCE ADDITION
DEER POINT
BUSINESS PARK
DEER POINT DR
ROBY ROAD
SW 1/4 - NE 1/4
SEC 1, T5N, R10E
CSM 8116
SE 1/4 - NE 1/4
SEC 1, T5N, R10E
CSM 5515
SW 1/4 - NW 1/4
SEC 6, T5N, R11E
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DEER POINT
BUSINESS PARK
CSM 8116
JOHN NYGAARD'S
VIRGIN LAKE ESTATES
CSM 6141
CSM 11371
CITY OF STOUGHTON
CORPORATE LIMITS
NE 1/4 - SE 1/4
SEC 1, T5N, R10E
ANNEXATION MAP
DVORAK PROPERTY
BOB DVORAK
STOUGHTON, WI
19091021

ANNEXATION PARCEL NUMBERS IN THE TOWN OF DUNKIRK

026/0511-062-8651-0

ANNEXATION PARCEL NUMBERS IN THE TOWN OF RUTLAND

052/0510-011-8040-2

052/0510-011-8500-5

February 28, 2021

Rodney Scheel, Director of Planning & Development
City of Stoughton
207 S. Forrest St
Stoughton, WI 53589

Re: 51 West Urban Service Area Amendment

Dear Rodney:

MSA is pleased to submit the enclosed draft Urban Service Area Amendment Application for 51 West development and adjacent residential parcels in the Towns of Dunn and Dunkirk. This submittal is on behalf of the landowner, RHD Properties, LLC. The application materials follow the Capitol Area Regional Planning Commission's (CARPC's) Urban Service Area Amendment Checklist and has been modified in response to preliminary review feedback from CARPC and City staff, including the City request to control stormwater rate and volume up to and including the 200-year storm event. We are asking the City to discuss and take action to submit the Urban Service Area Amendment Application.

If you have any questions regarding this application, please contact me at (608) 242-6629 or jvalerius@msa-ps.com.

Sincerely,
MSA Professional Services, Inc.

Jason Valerius, AICP
Senior Planner

1702 Pankratz Street
Madison, WI 53704

P (608) 242-7779
TF (800) 446-0679
F (608) 242-5664

www.msa-ps.com

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Schumacher asked if the Pizza Hut brand is declining or just dine in restaurants. Danny Senf stated dine in has declined and pick-up and delivery has had a big increase.

Barman stated the conditional use appears to be straight forward since the building has been used similarly in the past.

Motion by **Schumacher** to recommend the Common Council approve the conditional use resolution as presented, 2nd by **Robinson**. Motion carried 6-0.

The Commission discussed the site plan related to parking, dumpster enclosure location and greenspace.

Schumacher questioned if there is an access easement. Scheel stated it is provided.

Schumacher questioned if parking stalls are identified for Pizza Hut vs Viking Lanes use. Danny Senf stated there is a gentlemen's agreement for parking.

Barman stated there is a lot of pavement and would the applicant consider adding more greenspace. Danny Senf stated it would be difficult to add more greenspace.

There was a short discussion about locations to add more greenspace and the consensus is there just isn't room to add more.

Danny Senf noted there is an existing outdoor dining area they would like to use.

Motion by **Majewski** to approve the site plan including the existing greenspace as presented, 2nd by **Schumacher**. Motion carried 6-0.

6. **Request by Chad Strutzel representing Tailgaters for approval of awning and signage installation at 151 E. Main Street.**
Mayor Swadley joined the meeting.

Scheel explained the request.

Barman questioned the type of material for the awning. Chad Strutzel stated it is canvass.

Motion by **Robinson** to approve the awning and signage as presented, 2nd by **Barman**. Motion carried unanimously.

7. **Request by Bob Dvorak for approval of a resolution to proceed with an Urban Service Area Amendment (USAA) application for the 51 West Development Area.**
Scheel gave an overview and stated staff has done a preliminary review and currently are waiting for updates from the applicant. Scheel stated the intent is to send the resolution to the Common Council for approval in April.

Jason Valerius of MSA is available for questions.

Schumacher likes all the data and questioned if data is available in an excel spreadsheet. Scheel stated we can work to get the data in that format.

Jason Valerius stated the stormwater modeling for a 200 year storm is in process and the grading plan was completed last week.

Scheel stated the Plan Commission has the option to move this on to Council or bring it back next month for further review.

Mayor Swadley questioned how the development would affect downstream areas. Scheel stated the development will protect downstream areas.

Schumacher and Majewski would like to see this come back next month.

8. Proposed amendments to the zoning code to update Appendix B - landscaping chart.
City Tree Commission Member, Mitch Bergeson explained the intent of the proposed changes to the species list and not the point system because that is out of the Tree Commission purview.

Scheel thanked Mitch Bergeson and the Tree Commission for all their work.

Majewski also thanked the Tree Commission and questioned the changes in climax and deciduous tree species. Mitch Bergeson stated great performers were moved up to climax and lesser performers were demoted to the deciduous tree list.

Schumacher stated he likes the changes.

Majewski questioned the Platanus genus or American Sycamore being on the climax list since the tree has a history of dying early. Mitch Bergeson stated that was a last minute addition because some can be good performers.

Barman stated the points are for existing and new trees.

Majewski stated the point system needs to be updated.

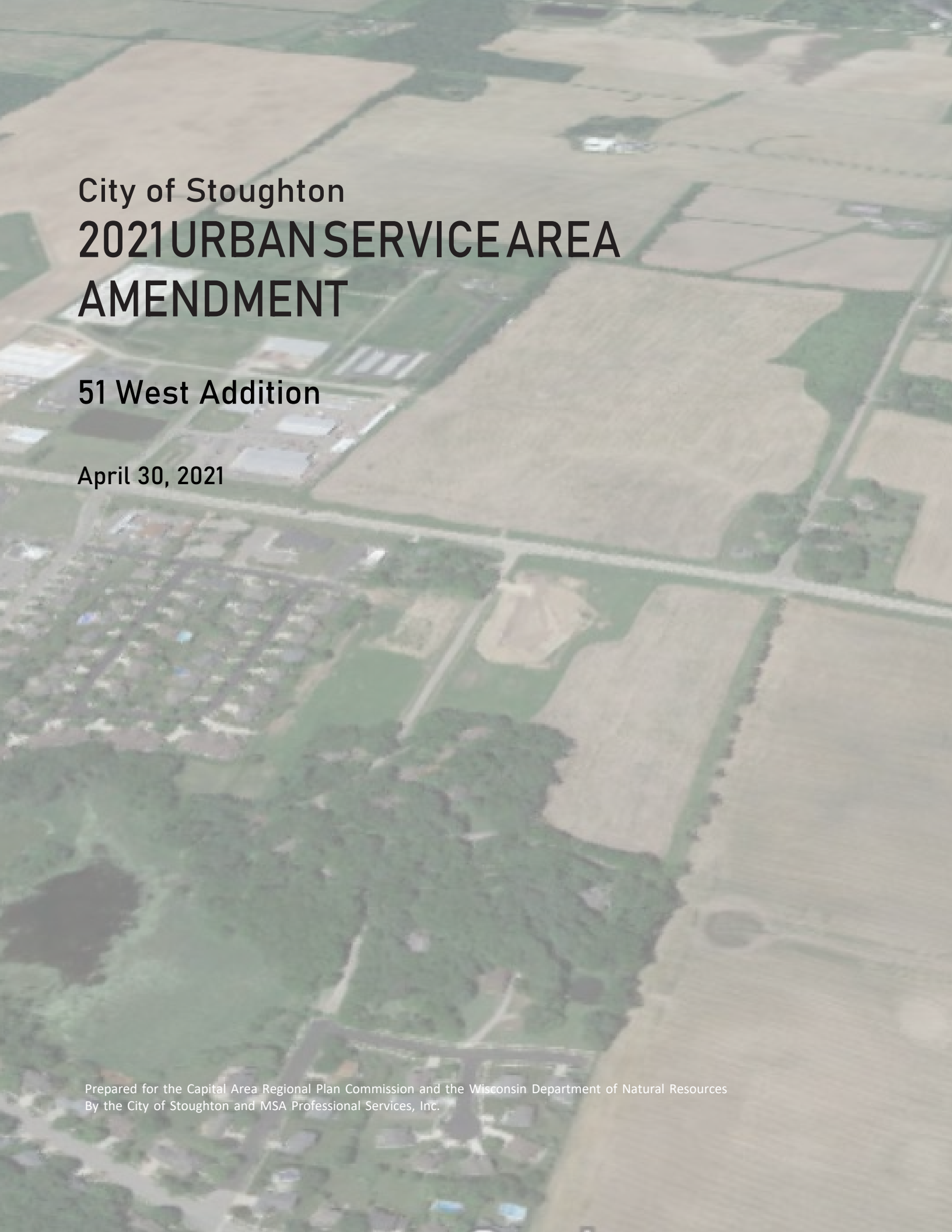
Schumacher stated a footnote could be used for temperamental trees.

Mayor Swadley opened the public hearing.

No one registered or spoke.

Mayor Swadley closed the public hearing.

Motion by **Majewski** to recommend the Common Council approve the ordinance amendment, 2nd by **Schumacher**.



City of Stoughton

2021 URBAN SERVICE AREA AMENDMENT

51 West Addition

April 30, 2021

Prepared for the Capital Area Regional Plan Commission and the Wisconsin Department of Natural Resources
By the City of Stoughton and MSA Professional Services, Inc.

CITY OF STOUGHTON 2020 URBAN SERVICE AREA AMENDMENT

51 WEST ADDITION

CONTENTS

INTRODUCTION **1**

1.0 PLAN CONSISTENCY **3**

1.1 Consistency with the Comprehensive Plan 3

1.2 Neighborhood Plan 4

1.3 Describe the Need for the Addition to the Urban Service Area 4

2.0 INTERGOVERNMENTAL COOPERATION **5**

2.1 Notification of Adjacent Local Governmental Units 5

2.2 Adjacent Local Governmental Unit(s) Objections or Support of the Proposal 5

3.0 LAND USE **5**

3.1 Map of the Proposed USAA Boundary and Existing Rights of Way (ROW) 5

3.2 Tables of Land Use Acreage and Number of Housing Units 5

3.3 Map of Existing Land Uses 6

3.4 Quantity and Type of Housing Units 6

4.0 NATURAL RESOURCES **6**

4.1 Natural Resource Areas 6

4.2 Public Outlots for Parks and Stormwater Management Facilities 7

4.3 Existing Environmental Corridors 7

4.4 Proposed Environmental Corridors 7

4.5 Minimum Environmental Corridors Criteria Requirements 7

5.0 UTILITIES & STORMWATER MANAGEMENT **7**

5.1 Proposed Sanitary Sewer Extension for the USAA 7

5.2 Estimate of the Average Daily and Peak Wastewater Flow for the USAA 8

5.3 Current Average Daily Flow for the Interceptor Sewer and the Wastewater Plant 8

5.4 Wastewater Treatment Plant / Interceptor Sewer Capacity to Serve the USAA 8

5.5 Proposed Public Water Supply/Distribution System Extension for the Proposed USAA 9

5.6 Estimate of the Average Daily and Peak Hourly Water Demand for the USAA 9

5.7 Current Average Daily and Peak Hourly Water Demand 9

5.8 Current Capacity of the Water System 10

5.9 Proposed Stormwater Management Standards and Best Management Practices 10

5.10 Stormwater Facility Management 12

MAPS

1.1 Future Land Use

3.1 Proposed Amendment Area

3.3 Existing Land Use

4.1A Wetland Data

4.1B Woodlands

4.1C Contours and Steep Slopes

4.1D Soil Types

4.2 Development Plan

4.4 Proposed Environmental Corridors

5.1 Proposed Water and Sanitary Sewer Extensions

APPENDICES

A City of Stoughton Resolution 2021-XX

B Adjacent Government Notice Letter

C Wetland Delineation Report

D Nonfederal Wetland Exemption Determination

INTRODUCTION

The City of Stoughton is seeking an urban service area amendment to add approximately 90 total acres to its urban service area (70 acres of privately-owned, undeveloped land, 12 acres of privately-owned residential parcels and approximately 8 acres of existing public right of way). The amendment area is located east and west of USH 51 and south of Rutland-Dunn Townline Rd. See Map 3.1.

Of the 70.3 acres of privately-owned, undeveloped land, approximately 36 acres are expected to be developable when future rights of way (estimated 8.8 acres) and green space (estimated 25.2 acres) are excluded. The proposed green space includes stormwater facilities and parks. Proposed green space will occur mostly on public outlots, plus a public-access easement for a future trail connection through Lot 2.

The proposed amendment area has no mapped environmental corridors per Dane County or Wisconsin Department of Natural Resources (WDNR) data. MSA Professional Services performed a wetland delineation in October 2020 that identified four small, low quality wetland areas. Based on these findings WDNR approved a Nonfederal Wetland Exemption Determination enabling the modification or removal of the wetland areas.

All of the undeveloped lands proposed for inclusion in the amendment have been annexed into the City of Stoughton, as of 2018. The existing residential parcels remain in the Town of Dunn (west of Hwy 51) and the Town of Dunkirk (east of Hwy 51).

The City of Stoughton's most recent urban service area expansion requests were in 2008 (50 developable acres, residential use) and 2011 (75 developable acres, mixed residential and commercial use).

1.0 PLAN CONSISTENCY

1.1 Consistency with the Comprehensive Plan

The City of Stoughton Comprehensive Plan, as most recently amended in July 2017, can be found on the City's website at the following link: https://www.ci.stoughton.wi.us/vertical/sites/%7B801AC7AB-1155-4D50-B8C6-60A370EC007F%7D/uploads/Stoughton_Comprehensive_Plan_-_Final_Adopted_Plan_(with_maps_and_Apps)_-_7.11.17.pdf.

The Comprehensive Plan includes specific recommendations for the proposed amendment area, which it calls out as a Planned Mixed Use Area (see Map 1.1). Per the plan, this area is:

> *planned to contain a mixture of commercial uses designed to supply the day-to-day goods and services for residents living in both Stoughton and surrounding areas. Senior housing and smaller-scale office development would also be appropriate for this area. Potential commercial uses might include a deli, coffee shop, specialty retail, dry cleaners, drug store, restaurant, and grocery store. Development in this mixed-use center could include first floor retail, accented by upper story office space and residential units, and/or a mix of uses and buildings within the same development. Overall, it is recommended that, to the extent possible, this mixed use center be planned to create compact, pedestrian-friendly clusters of complementary businesses, housing, and civic uses.*

More generally, regarding the Planned Mixed Use land use designation:

> *The Planned Mixed Use category is intended to allow consideration of a range of uses and zoning districts, with the understanding that the appropriate combination and arrangement of uses and zoning districts will be approved on a case-by-case basis.*

The proposed development is consistent with this description.

City Council action to affirm support for this USAA is anticipated in March 2021.

Zoning and plat review processes are expected to occur in the second quarter of 2021.

1.2 Neighborhood Plan

There is not a neighborhood plan for the proposed amendment area.

1.3 Describe the Need for the Addition to the Urban Service Area

The City of Stoughton's most recent urban service area amendments were in 2008 and 2011.

The 2008 amendment was for an area at the southwest corner of the City for 50 developable acres of predominantly single-family residential development and one multi-family site. This area is now platted as Nordic Ridge Park; the multi-family site is now fully developed and the single-family sites are roughly 40% developed.

The 2011 amendment was for an area west of USH 51 for 75 developable acres to be a mix of single-family, townhome, multifamily and commercial development. This area is now platted as Kettle Park West; a majority of the commercial space is now built out (Walmart, Tru by Hilton hotel, Kwik Trip, McFarland State Bank, etc.) and the one multifamily site is now developed as a senior living complex. The remainder of the development, including a handful of twinhome lots and the rest small and mid-size single-family lots, is in early stages of construction and lot development.

Census data show a 2010 population of 12,611 in 5,133 households (2.46 people/household). The July 2019 Census population estimate of 13,114 indicates an increase of 500 people and demand for about 200 additional housing units since 2010. The 2017 Comprehensive Plan cites Department of Administration population and household projections, estimating a continued decline in average household size, about 5,000 new residents by 2040, and demand for about 2,400 housing units.

The experience of the developments enabled by the 2008 and 2011 USA amendments, reinforced by broader market trends and developer feedback, is that there is continuing strong demand for multifamily housing, including senior housing. Regarding commercial use, there are now only a few available sites in the USH 51 corridor in the City for new commercial development.

The proposed new development in this amendment area includes about 15.6 acres for commercial use, 19.7 acres for multifamily and duplex use, 2.6 acres for single-family use, and 25.2 acres for green space/open space/stormwater management.

2.0 INTERGOVERNMENTAL COOPERATION

2.1 Notification of Adjacent Local Governmental Units

There are three adjacent units of government: the Towns of Dunkirk, Dunn, and Rutland.

There have been informal communications with each town. Upon approval of this application by City Council, a copy will be sent to each town requesting their formal comments on the proposed amendment. Copies of the transmittal letters are attached as Appendix C.

2.2 Adjacent Local Governmental Unit(s) Objections or Support of the Proposal

As noted in Section 2.1, a copy of the proposed amendment application will have been sent to the adjacent towns for their comments following City Council approval of the application. Upon receipt of those comments they will be forwarded to CARPC staff. At present we are aware of no objections to the proposed amendment.

3.0 LAND USE

3.1 Map of the Proposed USAA Boundary and Existing Rights of Way (ROW)

The proposed amendment area includes 81.7 acres of existing private parcels and 7.9 acres of public rights-of-way. See Map 3.1

3.2 Tables of Land Use Acreage and Number of Housing Units

The concept plans for the proposed amendment areas are shown in Map 4.2. It is possible that some details of the plans (such as precise road alignments, lot configurations, and precise sizes and locations of stormwater management features) will change as the proposals go through the plat approval process. However, the mix of land uses and the general layouts are not anticipated to change substantially.

Table 3.2: Urban Service Amendment Area Data

Proposed Land Use	Number of Acres			Number of Housing Units
	New Development	Existing Development	Environmental Corridor	
Single Family Residential	2.6	12.0	-	9
Duplex Residential	1.5	0	-	10
Multi-Family Residential	18.2	0	-	338
Residential Total	22.3	12.0		357
Commercial	15.6*	0	-	-
Industrial	0	0	-	-
Institutional	0	0	-	-
Street ROW	8.8	7.9	-	-
Parks	12.0	0	-	-
Stormwater Management	13.2	0	-	-
Other Open Space	0	0	-	-
TOTAL	71.9	19.9	0	357

*The commercial space includes 1.56 acres of existing single family residential (2 lots) and 0.35 acres of existing public right-of-way to be converted to development (Velkommen Way west of Nygaard)

3.3 Map of Existing Land Uses

Existing land uses are accurately depicted in the Existing Land Use Map from the 2017 Comprehensive Plan. An Excerpt of this map is provided, see Map 3.3.

3.4 Quantity and Type of Housing Units

A total of 357 new housing units are proposed in the amendment area, including single-family, duplex, and multifamily units. See Table 3.2. The multifamily designation tentatively includes 30 twinhome zero-entry condo units (lots 1-3), 16 units in 4 lower-density buildings (lot 6), and 292 units in 6 higher-density buildings (lots 4, 5, 18).

4.0 NATURAL RESOURCES

4.1 Natural Resource Areas

The proposed amendment area includes none of the following resources, and no map is provided: water bodies, floodplains, areas of unique vegetation or geology, highly erodible soils, drainageways or groundwater recharge areas.

Wetlands

The amendment area has one “USDA Wet Spot” identified in the Surface Water Data Viewer. A wetland delineation in October 2020 identified a total of four wetland areas, totaling 0.53 acres. See Map 4.1A. The

wetland findings were submitted for review by the Army Corp of Engineers, which confirmed that they do not qualify as federal wetlands. The wetland delineation and ACOE determination were then provided to WDNR with a request for a Nonfederal Wetland Exemption Determination, which was granted by WDNR on January 5, 2021. A copy of this exemption determination is attached in the appendix. The wetlands may be modified or filled during development.

Woodlands

County woodland data on the amendment area is out of date. A recent aerial photograph is provided, Map 4.1B

Contours and Steep Slopes

See Map 4.1C

Soils Types

See Map 4.1D

4.2 Public Outlots for Parks and Stormwater Management Facilities

There are 7 public outlots proposed in the development, addressing the need for stormwater management and park space tied to new residential uses. Map 4.2 shows these outlots and the stormwater ponds within them, including 12.0 acres of park space and 13.2 acres of stormwater management facilities. Outlots 2, 7 and 8 include both park and stormwater management uses.

4.3 Existing Environmental Corridors

There are no existing environmental corridors mapped in the proposed USAA, per the CARPC online mapping tool.

4.4 Proposed Environmental Corridors

The proposed Environmental Corridors are shown on Map 4.4. Included are all of the outlots, to be used for stormwater management and public park purposes.

4.5 Minimum Environmental Corridors Criteria Requirements

The proposed Environmental Corridors meet the minimum requirements.

5.0 UTILITIES & STORMWATER MANAGEMENT

5.1 Proposed Sanitary Sewer Extension for the USAA

The land within the proposed urban service area amendment (USAA) will be served from an existing 8-inch sewer interceptor connected to the plat edge from Virgin Lake Drive. A 750-foot segment of 8-inch sewer interceptor in Roby Road (Kings Lynn Rd. to Virgin Lake Dr.) will be upgraded to 10-inch to accommodate the proposed 51 West service area. All sanitary sewer service lines within the proposed USAA will be 8-inch gravity lines and will extend to the plat edges wherever streets extend to the plat edge, as indicated in Map 5.1. The developer will be responsible for installation of all sewer facilities

based on the final plat approval and development agreement, including the Roby Rd interceptor upsizing.

5.2 Estimate of the Average Daily and Peak Wastewater Flow for the USAA

The estimated flow rate is based on the expected flow rates of 1,500 gallons per day for commercial use and 100 gallons per person per day for residential use. A peaking factor of 2.5 for commercial development and 4.0 for residential development results in an estimated peak flow of 0.478 cfs from the USAA.

Table 5.2 - Average and Peak Wastewater Flow Rates for the Proposed USAA

Land Use	Metrics			Average Flows (GPD)	Average Flows (cfs)	Peaking Factor	Peak Flow (cfs)
Commercial	1,500 GPD/acre	15.6 acres		23,400	0.036	2.5	0.090
New SF Residential	100 GPD/person	9 units	2.5 people/unit	2,250	0.003	4	0.012
Existing SF Residential	100 GPD/person	14 units	2.5 people/unit	3,500	0.005	4	0.022
MF/Duplex Residential	100 GPD/person	348 units	1.8 people/unit	62,640	0.097	4	0.388
Total				91,790	0.101		0.490

5.3 Current Average Daily Flow for the Interceptor Sewer and the Wastewater Plant

All areas of the proposed USAA flow to existing sanitary sewers on Virgin Lake Drive and Roby Road. These 8-inch sanitary sewers are laid at a slope of 0.4% and have a calculated pipe capacity of 0.76 cubic feet per second (cfs) (flowing full). Based on existing development served, City of Stoughton Public Works staff estimate that the existing sanitary sewer on Virgin Lake Drive conveys an existing peak flow rate of 0.101 cfs and the existing sanitary sewer on Roby Road conveys an existing peak flow rate of 0.272 cfs. This results in available pipe capacities of 0.659 cfs in the Virgin Lake Drive sewer and 0.488 cfs in the Roby Road sewer.

The Stoughton wastewater treatment plant has a total design average flow capacity of 1.65 mgd. The current average daily flow is approximately 1.29 mgd, per the 2019 CMAR.

5.4 Wastewater Treatment Plant / Interceptor Sewer Capacity to Serve the USAA

Full development of the USAA is expected to generate an additional peak wastewater flow rate of 0.490 cfs in the existing sewers (see Table 5.2). In addition, existing developed but unsewered areas within the existing USA are expected to generate an additional peak wastewater flow rate of 0.022 cfs in the existing sewers in the future. Combined, these two areas will generate an additional flow rate of 0.512 cfs in the existing sewers.

The estimated total future peak flow rate in the existing sewer on Virgin Lake Drive is 0.613 cfs, below the maximum pipe capacity of 0.76 cfs. The estimated total future peak flow rate in the existing sewer

on Roby Road is 0.883 cfs, which is more than the maximum pipe capacity of the current 8-inch pipe. Stoughton Utilities requires that sewers operate at no more than 80 percent of the maximum pipe capacity at peak flow. Therefore, the Roby Road pipe is to be upgraded to a 10-inch pipe.

No other existing sewers or interceptors were evaluated.

The difference in design capacity and current flows for the Stoughton wastewater treatment plant is approximately 0.36 mgd. The estimated flows from the proposed USAA would use about 25% of this remaining capacity.

5.5 Proposed Public Water Supply/Distribution System Extension for the Proposed USAA

The amendment area will be served by connecting to a 10-inch watermain currently stubbed out at the north end of Nygaard St. Watermains under Nygaard, Oak Opening Dr. and the connector between them will be 10-inch, as indicated in Map 5.1. All others will be 8-inch. Development of the west side of USH 51 within this area will be contingent on extension of a water main down Oak Opening Drive to the Kettle Park West development to establish a loop. The developer will be responsible for installation of all watermain facilities within the plat and down Oak Opening Drive to the edge of Kettle Park West (~1,335'), based on the final plat approval and development agreement.

5.6 Estimate of the Average Daily and Peak Hourly Water Demand for the USAA

The estimated flow rate is based on a typical expected commercial flow rate of 1,750 gallons per acre per day and a typical expected residential flow rate of 100 gpd. Using these figures, the 13.25 acres of commercial use will require average daily water of 23,188 gpd and a peak of 2,415 gallons per hour (peaking factor of 2.5). The 347 new residential units and 16 existing residential units (if/when served with City water) will require average daily water of 67,090 gpd and a peak of 11,182 gallons per hour (peaking factor of 4). Combined, the average daily water demand is estimated for the proposed development to be 90,278 gpd.

Table 5.6 - Average and Peak Water Demand for the Proposed USAA

Land Use	Metrics			Average Flows (GPD)	Peaking Factor	Peak Flow (gallons per hour)
Commercial	1,750 GPD/acre	15.6 acres		27,300	2.5	2,844
New SF Residential	100 GPD/person	9 units	2.5 people/unit	2,250	4	375
Existing SF Residential	100 GPD/person	14 units	2.5 people/unit	3,500	4	583
MF/Duplex Residential	100 GPD/person	348 units	1.8 people/unit	62,640	4	10,440
Total				95,690		14,242

5.7 Current Average Daily and Peak Hourly Water Demand

The existing average water use is approximately 1.512 million gallons per day (MGD), or 1,050 gallons per

minute (gpm), with a maximum day usage of 2.752 MGD or 1,911 gpm (Stoughton Utilities data). The water model-predicted available fire flow at the 10-inch connection point on Nygaard Street is approximately 4,000 gpm at a 20 psi residual pressure, which can be considered adequate to support this type of development. The water model was operated with no well or booster pumps operating and all elevated storage water levels set to 10 feet below overflow elevation.

5.8 Current Capacity of the Water System

The nearest elevated tank that would serve this proposed development is Tower 2, located on Furseth Road, just east of Sundt Lane. Tower 2 has a capacity of 300,000 gallons and an overflow elevation of 1,081 feet above mean sea level. Assuming the water level in Tower 2 is 10 feet below overflow, or 1,071 ft, pressures in the proposed development would range from 45 to 71 psi. This is based on ground level elevations in the proposed development that range from 906 to 966 ft.

The City of Stoughton is supplied by four groundwater wells, Nos. 4, 5, 6, and 7. Well Nos. 4, 6, and 7 pump direction into the distribution system while Well No. 5 pumps into a ground-level reservoir, where two 1,000 gpm booster pumps are used to pump into the distribution system. The reported capacities of the four wells are listed below in gpm and MGD.

Well No.	Capacity (gpm)	Capacity (MGD)
4	1,220	1.757
5	950	1.368
6	1,050	1.512
7	1,080	1.555
Total Capacity	4,300	6.192
Firm Capacity*	3,220	4.435

*Assumes Well No. 7 well pump out of service

System storage consists of two steel spheroid elevated tanks and a concrete ground-level reservoir at Well No. 5. A summary of these storage facilities is listed below.

Storage Facility	Year Constructed	Capacity (gallons)	Overflow Elevation (ft)
Tower 2	1977	300,000	1,081.0
Tower 3	2010	600,000	1,081.0
Well No. 5 Reservoir	1989	400,000	N/A
Total Storage	--	1,300,000	--

5.9 Proposed Stormwater Management Standards and Best Management Practices

The stormwater management system is intended to control post-development peak runoff rates to levels no higher than existing conditions for events ranging from the 1-yr through the 200-yr event. Post-development runoff volumes will also be controlled to levels no higher than existing for events ranging from the 1-yr through the 200-yr event. This higher than ordinance-required level of stormwater management is necessary to prevent volume related flood elevation increases in landlocked basins which lie downstream from the proposed site. In addition to these event-based runoff control measures, the post-development site will also achieve 90% of pre-development stay-on (infiltration) on an annual average basis per current Dane County requirements. These requirements

will need to be met regardless of on-site development density and potential changes in drainage patterns within the site.

The preliminary stormwater management plan for the amendment area consists of 4 pairs of stormwater basins, each pair comprising a wet pond 'fore-bay' to provide water quality treatment and a downstream infiltration basin to meet the 90% predevelopment stay-on and event-based volume control requirements. Both facility types will provide additional pollutant reduction from stormwater discharge, such as Total Phosphorus. The paired basins are designed to provide rate attenuation for the 1-, 2-, 10-, 25-, 50-, 100-, and 200-yr storm events based on MSE4 intensity distribution. Maximum pre-developed runoff curve numbers are limited according to City of Stoughton & Dane County requirements. As illustrated in Map 4.2, the basins are located in Outlot 2 (west end, drains to the west), Outlots 4 and 5 (southwest, drains to the south), Outlot 6 (northeast, drains to the north) and Outlot 7 (southeast, drains to the south).

A system of storm sewer will convey stormwater within the amendment area along proposed roadways to the proposed basins. The combination of on-site volume and peak flow control up the 200-yr event will greatly reduce discharges to downstream properties since peak flow rates, even under extreme events, are roughly 60% less than existing conditions. Additionally, since runoff rates and volumes during small events will be zero, or near zero, where there are currently predicted to be discharges under existing conditions, there will be no increase in the frequency of discharge to off-site drainage ways. As a result, there should be no impacts to off-site conveyance from this development.

The stormwater basins will function appropriately in order to meet all performance standards from regulatory agencies such as the WDNR, Dane County, and City of Stoughton.

<u>Performance Standards</u>

Applicable stormwater management performance measures for this site will meet or exceed standards required by the State of Wisconsin (NR 151), Dane County (Chapter 14), and City of Stoughton (Chapter 10, Article IV, Section 10) Erosion Control and Stormwater Management, which are summarized below. In addition to those existing standards, the City is requesting that this development result in no increase in stormwater runoff peak flows and volume for all design storm events up to and including a 200-year, 24-hour event, consistent with anticipated changes to the Dane County ordinance.

The performance standards summarized in the first paragraph of this section meet or greatly exceed all current effective state, county, and local standard for stormwater management in terms of water quality treatment, peak discharge rate control, and infiltration (volume control).

1. Current published standards per applicable regulations are itemized below.Water Quality:

   Require Post-Construction sediment control sufficient to reduce total suspended solids leaving the site by at least 80%

   The City's Consulting Engineer's requirement to control runoff volumes to pre-development levels for events up to and including the 100-yr event will require high levels of on-site

infiltration which are expected to result in 100% (or nearly so) TSS (and TP) reduction for the developed site.

2. Runoff rate control*:

    A. Maintain predevelopment peak runoff rates for the one-year, twenty-four-hour storm event (2.549 inches in 24 hours).

    B. Maintain predevelopment peak runoff rates for the two-year, twenty-four-hour storm event (2.984 inches in 24 hours).

    C. Maintain predevelopment peak runoff rates for the ten-year, twenty-four-hour storm event (4.209 inches in 24 hours).

    D. Safely pass the one-hundred-year, twenty-four-hour storm event (6.66 inches in 24 hours).

    * Rainfall depths reported are the higher of that required by the City's ordinance or the County's ordinance for each respective event

    The City's request to control peak flow rates and volumes to pre-development levels for events up to and including the 200-yr event will supersede the rate control standards described above.

3. Thermal Control:

    The amendment area is not part of any thermally sensitive areas and thus will not be required.

4. Infiltration:

    Requirement for both residential and nonresidential developments to infiltrate sufficient runoff volume so that post-development infiltration volume shall be at least 90% of the pre-development infiltration volume based on average annual rainfall.

    The City's request to control runoff volumes to pre-development levels for events up to and including the 200-yr event will greatly supersede this condition, requiring 100% pre-development stay-on for not just the annual average rainfall, but also all events up to the 200-yr event.

5. Oil and Grease Control:

    For all commercial or industrial developments, the first 0.5" of runoff shall be treated using the best oil and grease removal technology available. This requirement will be handled on a lot-by-lot basis with on-site controls.

5.10 Stormwater Facility Management

The City of Stoughton will accept and maintain the stormwater facilities in public outlots. Any facilities on private lots will be maintained by the property owners, and will be subject to a maintenance agreement in perpetuity, per Ch. 14.49(3)(d) and 14.51(1)(i) of Dane Co ordinance.

APPENDIX A

City of Stoughton Resolution 2021-XX

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

RESOLUTION OF THE COMMON COUNCIL

A Resolution finding that the expansion of the Stoughton Urban Service Area to include approximately 90 acres of land on the northwest edge of the City is consistent with the City of Stoughton Comprehensive Plan and directing staff to submit a request for expanding the Stoughton Urban Service Area to include said lands.

Committee Action: Plan Commission recommends Common Council approval – 0

Fiscal Impact: None.

File Number:	R- -2021	**Date Introduced:**

The City of Stoughton, Wisconsin, Common Council does proclaim as follows:

WHEREAS, the City's Urban Service Area is the area in which denser, urban development is permitted and utilities such as sewer and water are allowed; and

WHEREAS, the City expects urban development to occur within an area as shown on Exhibit A as the Proposed "51 West Addition Urban Service Area Amendment" generally north of Roby Road, along both sides of US Highway 51; and

WHEREAS, the amendment area adds approximately 70 acres of privately owned undeveloped land; 12 acres of privately owned residential parcels and approximately 8 acres of existing rights-of-way; and

WHEREAS, the City has planned for expected urban growth within the proposed urban service expansion area; and

WHEREAS, the City's Comprehensive Plan has designated the "51 West Addition" area as part of the "Northwest Planned Mixed Use Area" and the development planned for this area is consistent with this Plan; and

WHEREAS, the development of the "51 West Addition - Urban Service Area Amendment" will be consistent with all applicable land-use and environmental protection regulations and requirements; and

WHEREAS, the Plan Commission recommended approval of expanding the Stoughton Urban Service Area to include the "51 West Neighborhood Urban Service Area Amendment" at its May 10, 2021 meeting;

NOW, THEREFORE, BE IT RESOLVED that the City of Stoughton Common Council finds that the expansion of the Urban Service Area to include the approximately 90 acres "51 West Addition - Urban Service Area Amendment" is consistent with the adopted Comprehensive Plan and furthermore directs staff to submit a request to expand the Stoughton Urban Service Area to include said property as shown on Map 3.1 – Proposed Amendment Area.

BE IT FURTHER RESOLVED that the City of Stoughton hereby requests that the Capital Area Regional Planning Commission consider and approve the requested amendment to the Urban Service Area.

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

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

_____

Tim Swadley, Mayor Date

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

APPENDIX B

Adjacent Government Notice Letter

APPENDIX C

Wetland Delineation Report

APPENDIX D

Nonfederal Wetland Exemption Determination

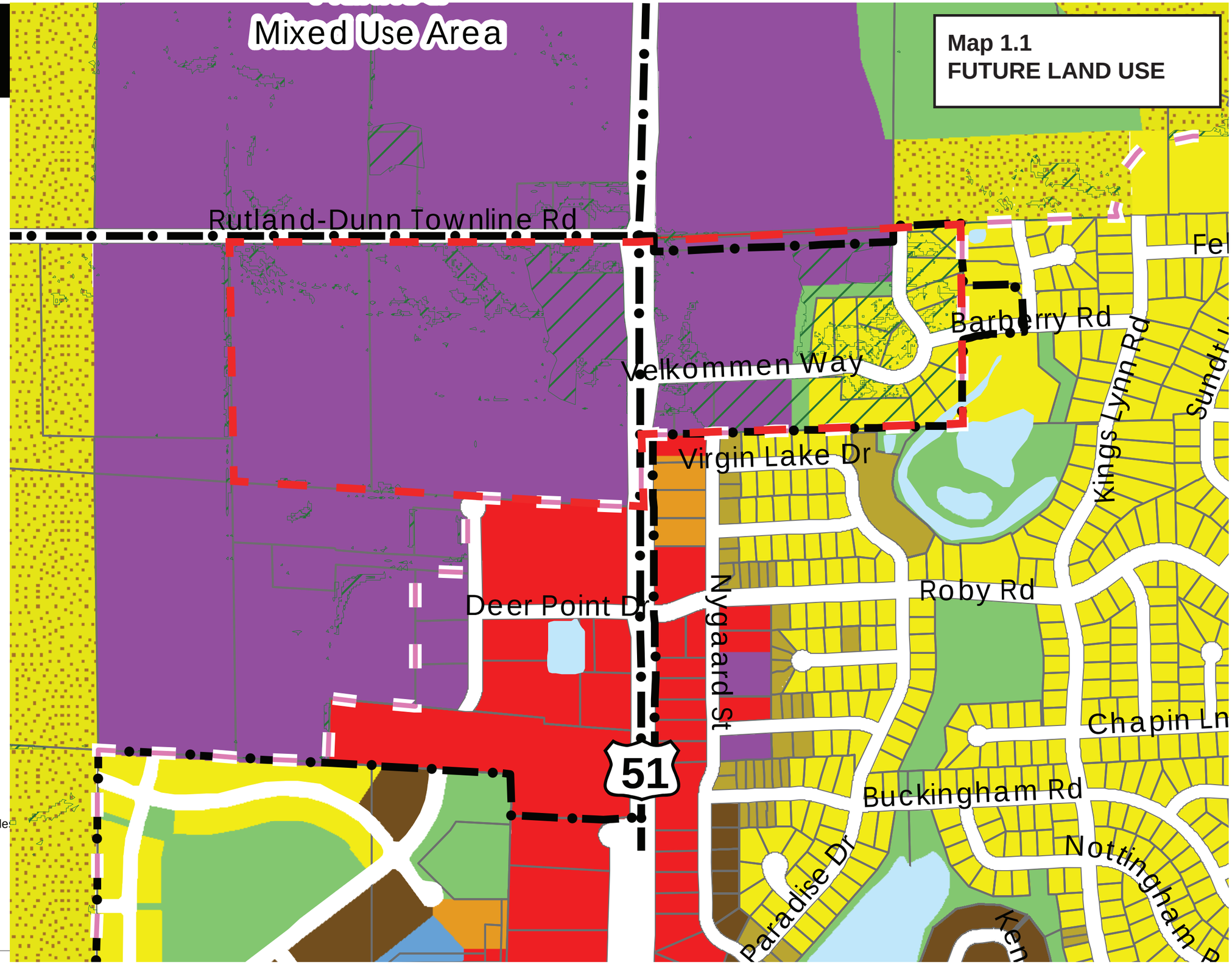
City of Stoughton Comprehensive Plan

Map 3

Map 1.1 FUTURE LAND USE

Existing Land Use

- 2017 Urban Service Areas
- 2017 Limited Service Areas
- 2017 Municipal Boundaries
- Railroads
- Agriculture/Rural/Vacant
- Unsewered Residential
- Single Family Residential
- Two Family Residential
- Multi-Family Residential
- Central Business
- Planned Office
- Neighborhood Office
- Planned Business
- Neighborhood Business
- Planned Industrial
- General Industrial
- Heavy Industrial
- Landfill/Extraction
- Institutional
- Recreation or Public Open Space
- Stormwater Management
- Surface Water
- Right-of-Way



0 0.25 0.5 1 Miles

Adopted: July 11, 2017

Sources: Dane County LIO, City of Stoughton.

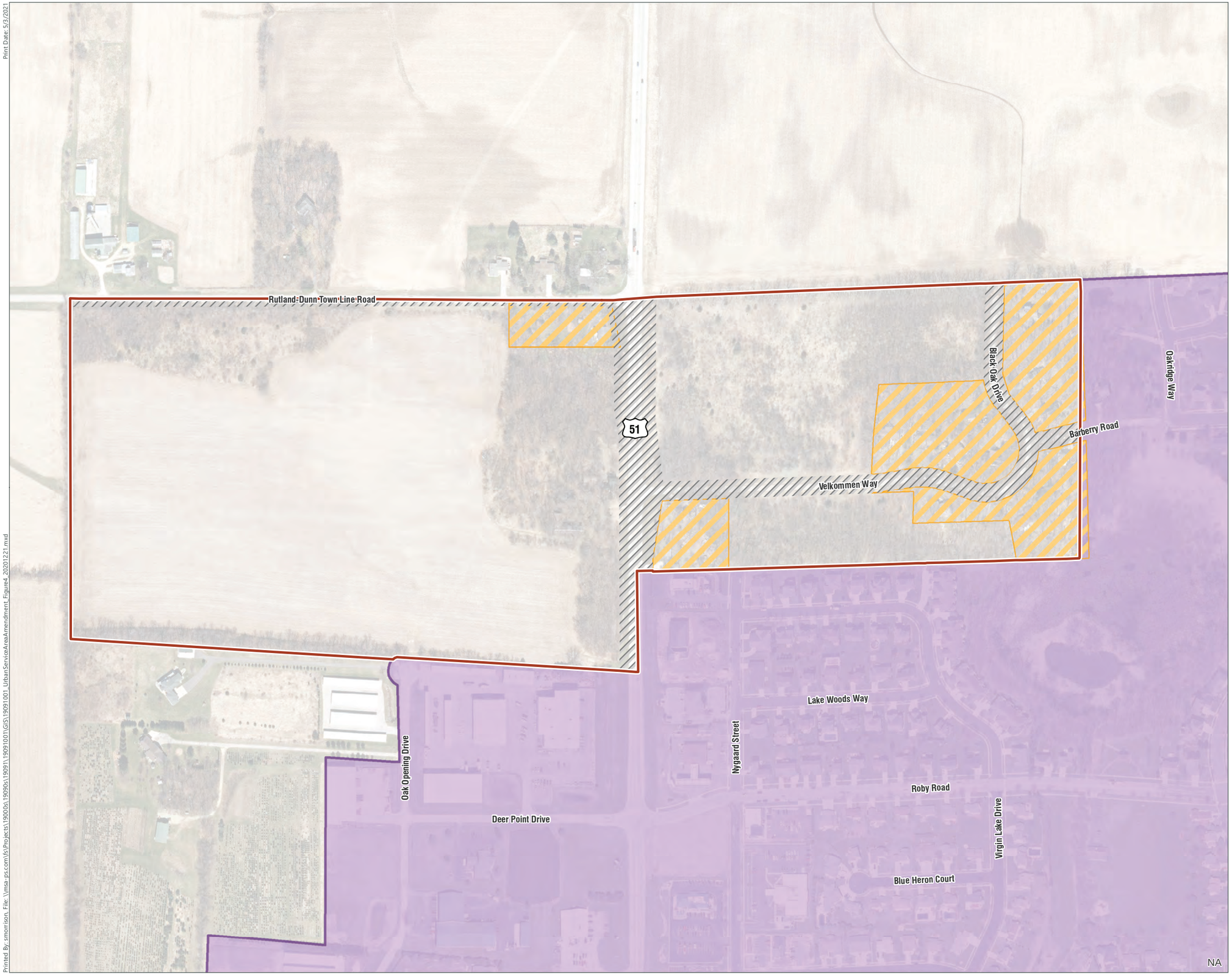
VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

N

Map 3.1
PROPOSED AMENDMENT AREA

Urban Service Area Amendment

City of Stoughton & Town of Rutland
Dane County, WI



- Amendment Boundary - 89.7 Acres
- Existing ROW - 7.9 Acres
- Existing Residential - 12 Acres
- Urban Service Area
- Parcel Boundary

Data Sources:
Parcels, Roads: Dane County (2020)
Aerial: Dane County (2017)
USDA Wetspots, Wetland Indicators, Mapped Wetlands: WDNR SWDV (2020)

MSA

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Print Date: 5/3/2021
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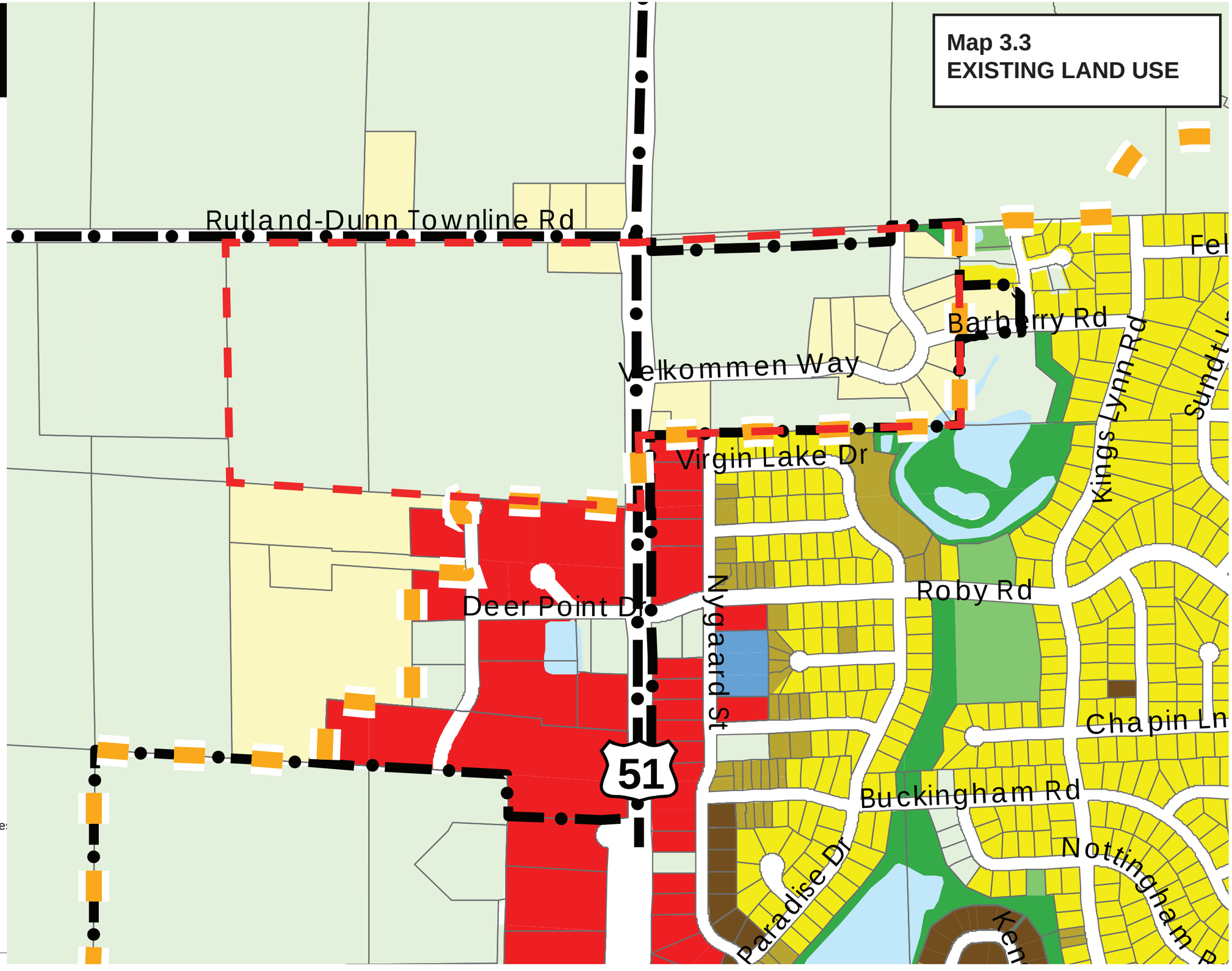
City of Stoughton Comprehensive Plan

Map 3

Map 3.3 EXISTING LAND USE



Existing Land Use

- 2017 Urban Service Areas
- 2017 Limited Service Areas
- 2017 Municipal Boundaries
- Railroads
- Agriculture/Rural/Vacant
- Unsewered Residential
- Single Family Residential
- Two Family Residential
- Multi-Family Residential
- Central Business
- Planned Office
- Neighborhood Office
- Planned Business
- Neighborhood Business
- Planned Industrial
- General Industrial
- Heavy Industrial
- Landfill/Extraction
- Institutional
- Recreation or Public Open Space
- Stormwater Management
- Surface Water
- Right-of-Way

0 0.25 0.5 1 Miles

Adopted: July 11, 2017

Sources: Dane County LIO, City of Stoughton.

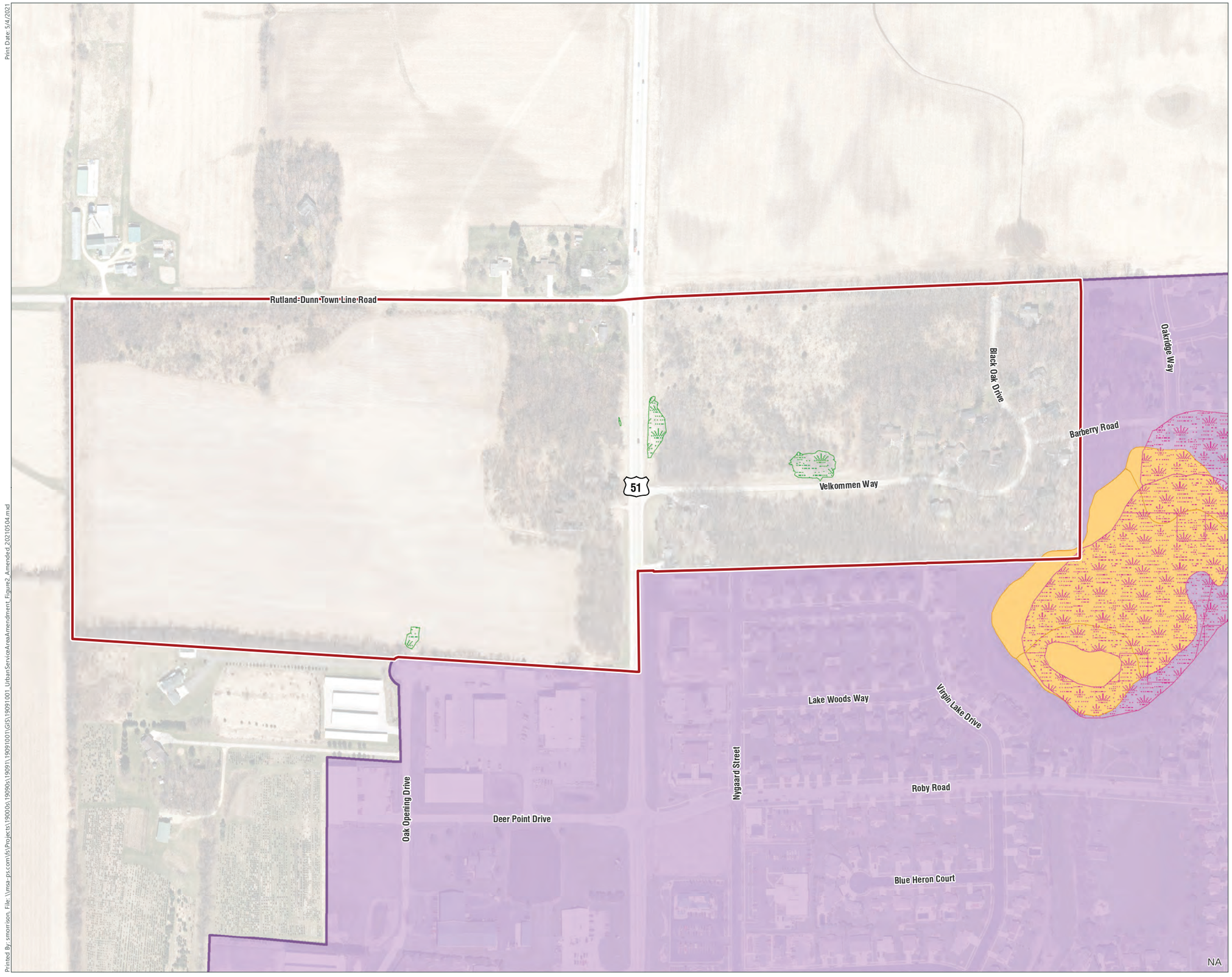
VANDEWALLE & ASSOCIATES INC.
Shaping places, shaping change

N

Map 4.1A
WETLAND DATA

Urban Service Area Amendment

City of Stoughton & Town of Rutland
Dane County, WI



- USDA Wet Spot
- Max Extent Wetland Indicators
- WDNR Wetland Area
- Delineated Wetland*
- Parcel Boundary
- USAA Amendment Boundary
- Urban Service Area

**The delineated wetlands have been determined by ACOE as nonfederal and by WDNR as low quality. They may be modified or filled.*

Data Sources:
Parcels, Roads: Dane County (2020)
Aerial: Dane County (2017)
USDA Wetspots, Wetland Indicators, Mapped Wetlands: WDNR SWDV (2020)

MSA

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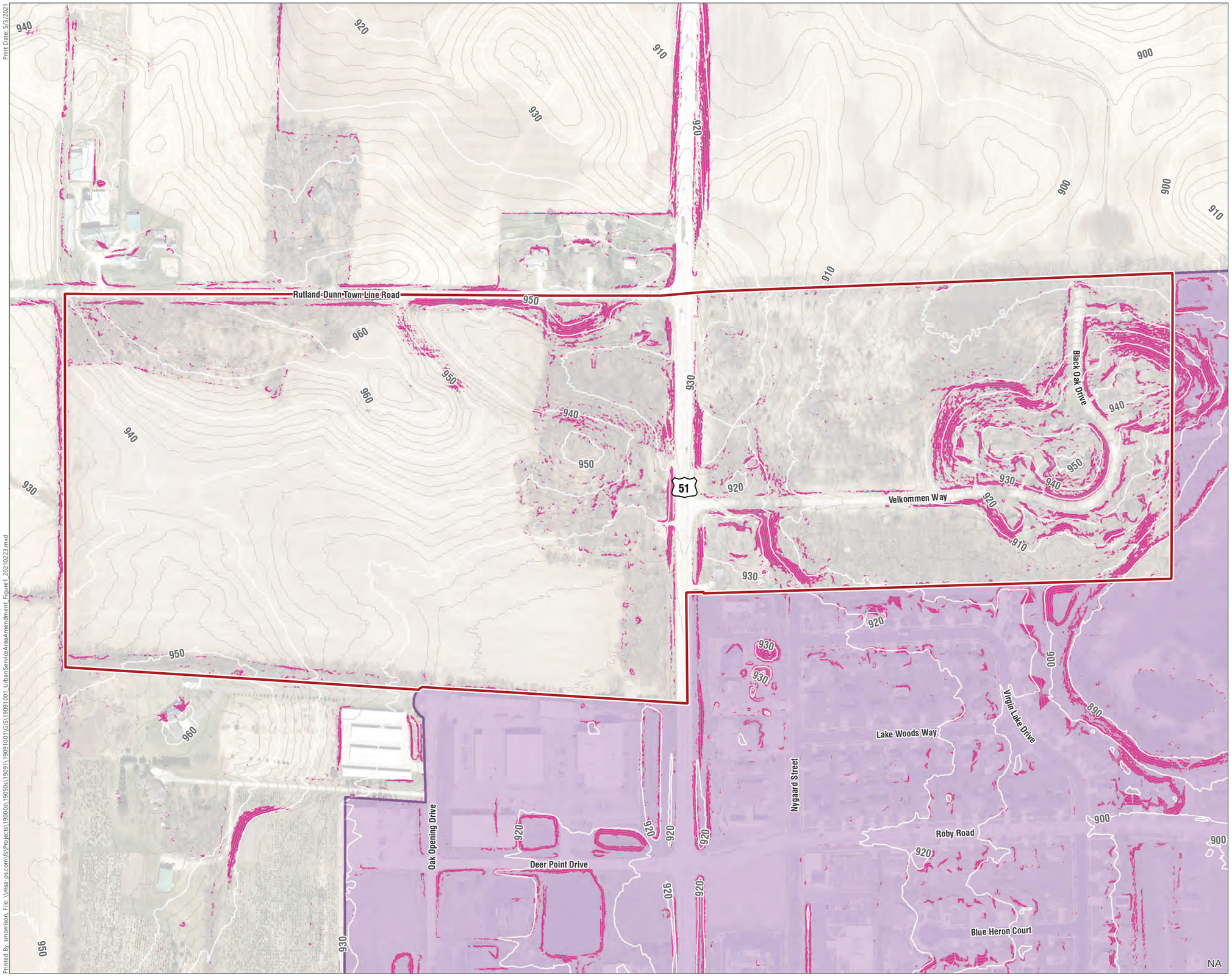
Map 4.1B - WOODLANDS

Map 4.1C
CONTOURS AND STEEP SLOPES

Urban Service Area Amendment

City of Stoughton & Town of Rutland
Dane County, WI



- 2-ft Contour
- 10-ft Contour
- Slopes Greater than 12%
- Parcel Boundary
- USAA Amendment Boundary
- Urban Service Area

Data Sources:
Parcels, Roads: Dane County (2020)
Aerial, Contours & Slopes: Dane County (2017)

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Print Date: 5/3/2021

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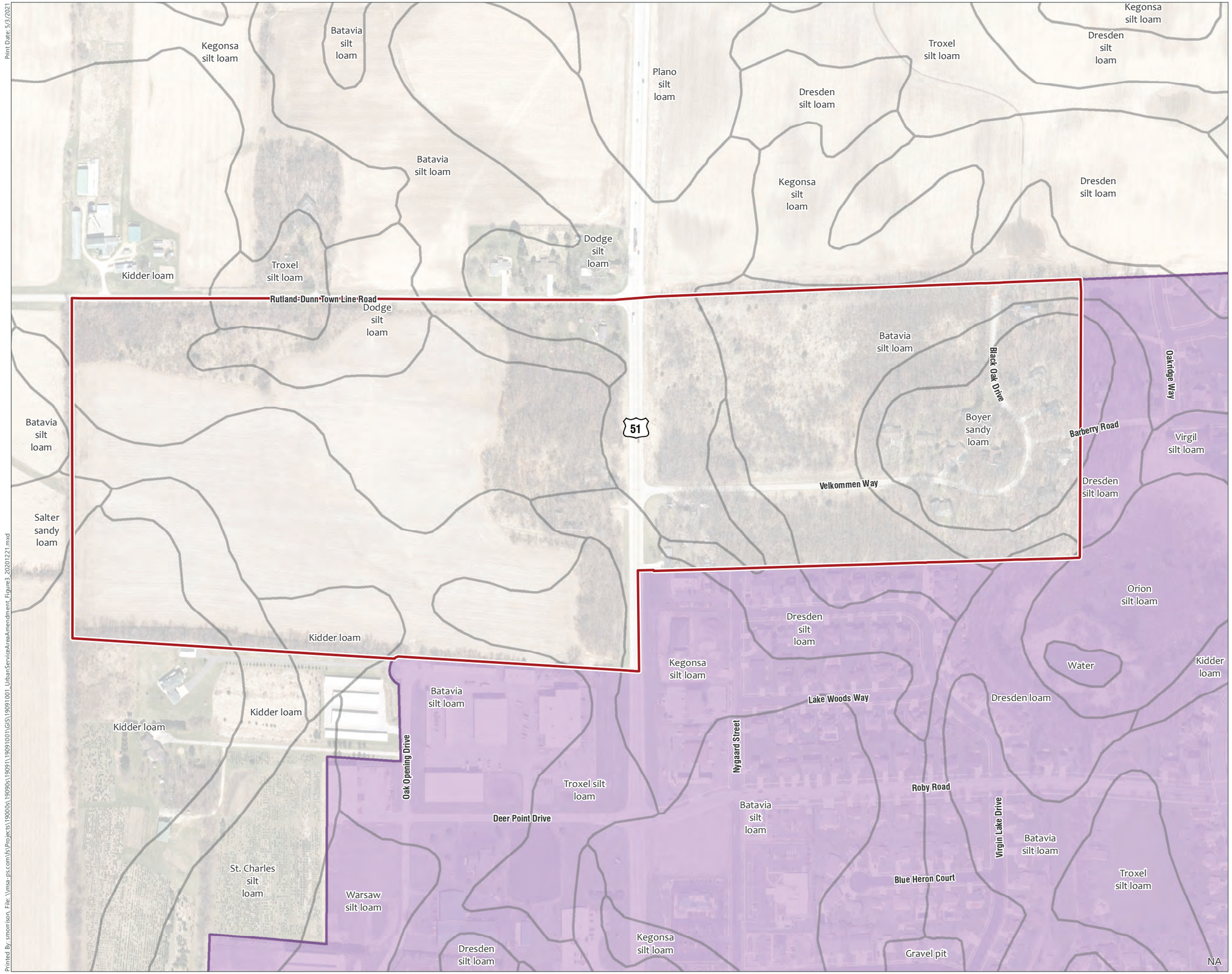
Map 4.1D
SOIL TYPES

Urban Service Area Amendment

City of Stoughton & Town of Rutland
Dane County, WI



Soil Types
Parcel Boundary
USAA Amendment Boundary
Urban Service Area

Data Sources:
Parcels, Roads: Dane County (2020)
Aerial: Dane County (2017)
USDA Wetspots, Wetland Indicators, Mapped Wetlands: WDNR SWDV (2020)

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Print Date: 5/3/2021

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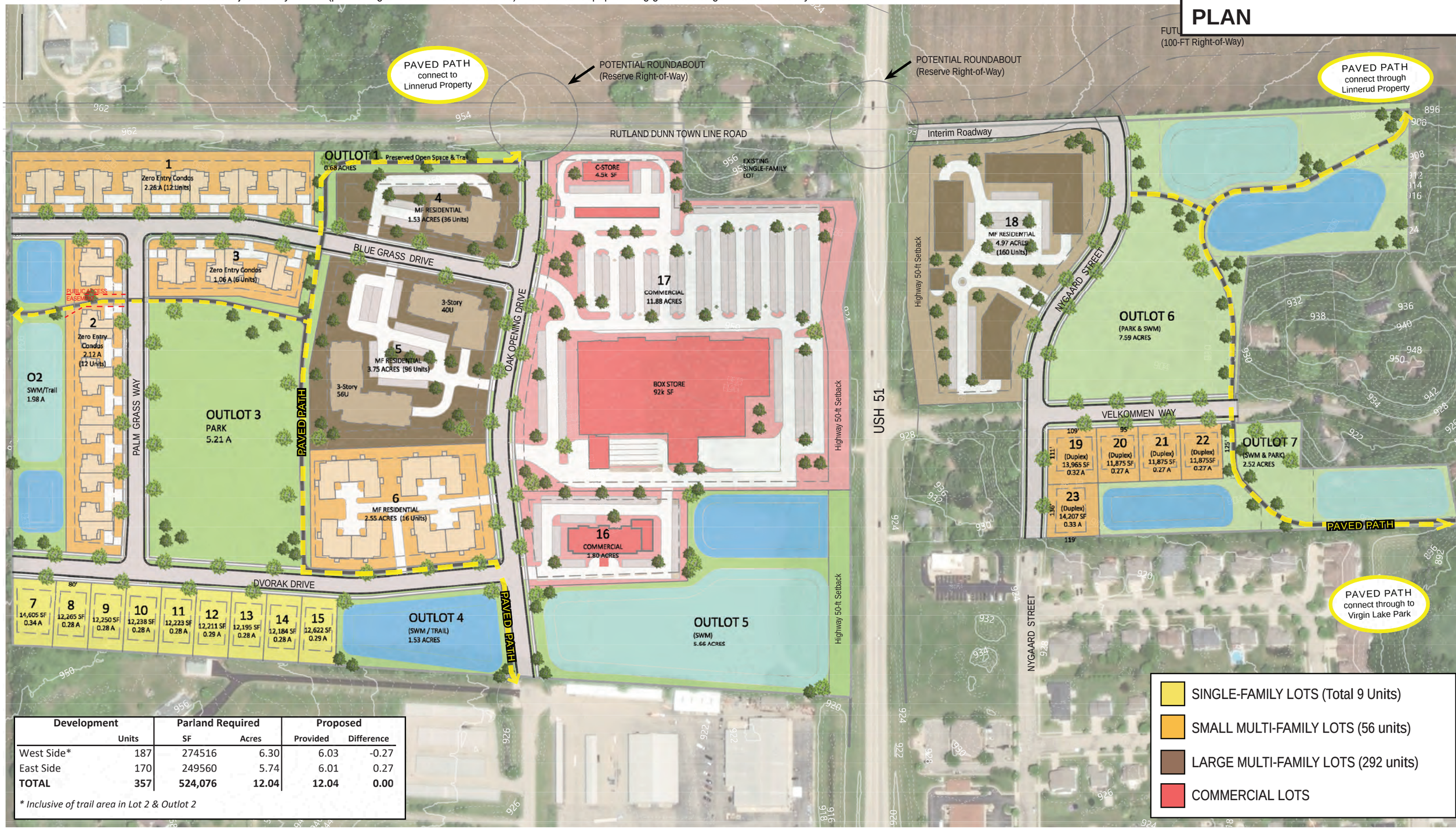
DISCLAIMER:
This neighborhood concept illustrates a proposed road layout, storm water management infrastructure, and lot layout with speculative development. The number of lots and design for specific sites are generalized based on what fits the location and intended use for the area. Development plans will be proposed by property owners at a future date based on market conditions and interests, and will be subject to City review (per zoning and subdivision ordinance) with this concept providing guidance to general connectivity and use.

51 WEST

Map 4.2 DEVELOPMENT PLAN



Development		Parland Required		Proposed	
	Units	SF	Acres	Provided	Difference
West Side*	187	274516	6.30	6.03	-0.27
East Side	170	249560	5.74	6.01	0.27
TOTAL	**357**	**524,076**	**12.04**	**12.04**	**0.00**

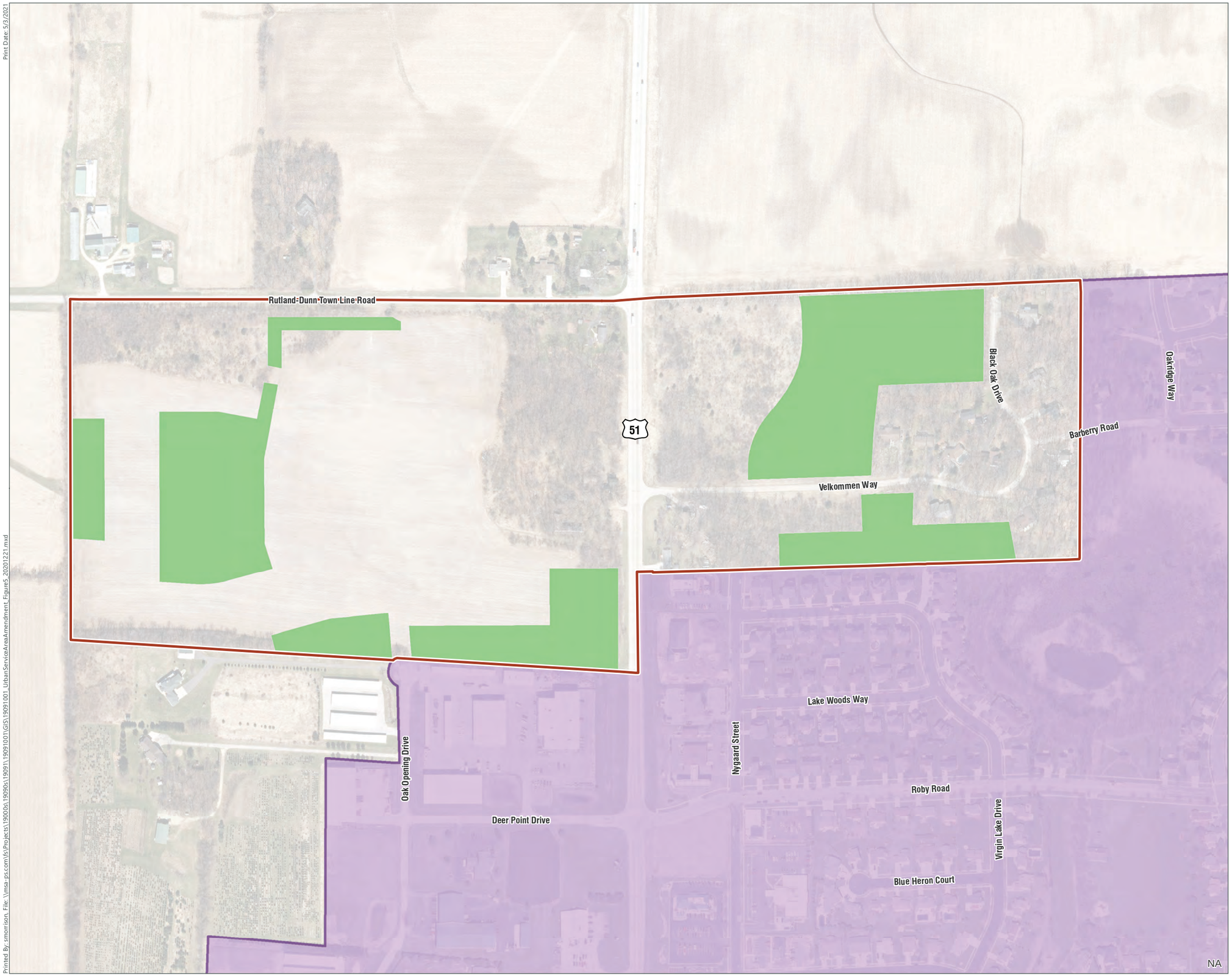
** Inclusive of trail area in Lot 2 & Outlot 2*

March 29, 2021 MSA

Map 4.4
PROPOSED ENVIRONMENTAL CORRIDORS

Urban Service Area Amendment

City of Stoughton & Town of Rutland
Dane County, WI



- Development Outlot
- Amendment Boundary
- Existing Urban Service Area
- Parcel Boundary

Data Sources:
Parcels, Roads: Dane County (2020)
Aerial: Dane County (2017)
USDA Wetspots, Wetland Indicators, Mapped Wetlands: WDNR SWDV (2020)

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Print Date: 5/3/2021
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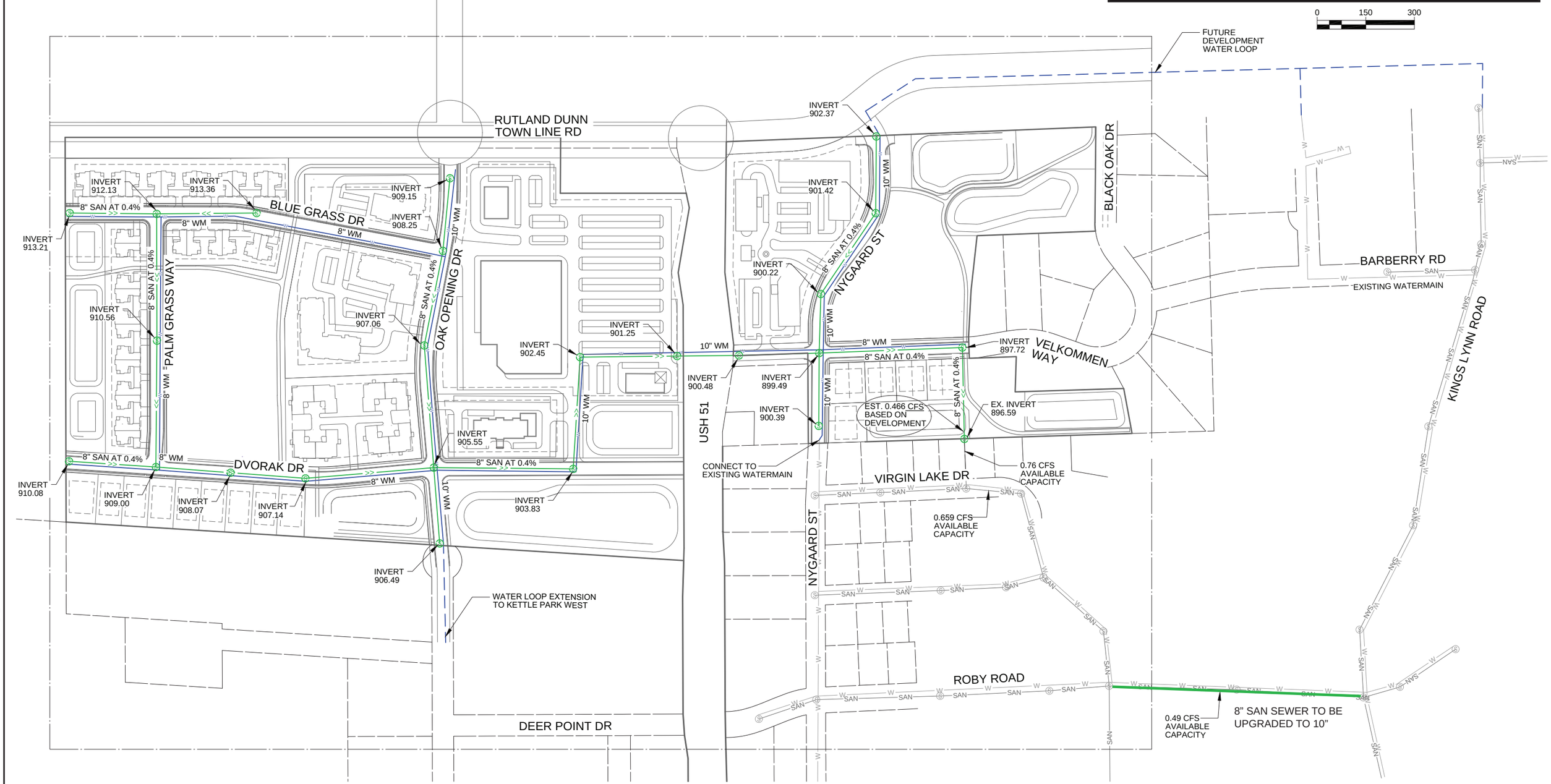
Map 5.1
PROPOSED WATER AND SANITARY SEWER EXTENSIONS



PROJECT NO.: 19091001	SCALE: AS SHOWN	NO.	DATE	REVISION	BY
PROJECT DATE: December 21, 2020	DRAWN BY: KL	.	.	.	.
F.B. : .	CHECKED BY: INIT	.	.	.	.
.	.	.	.	.	.

PLOT DATE: 2/24/2021, P:\19000s\19090s\19091\19091001\CADD\C3D\Utility Plan\USH 51 Dvorak Basemap Utility_2020_03_24.dwg

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51 WEST SUBDIVISION
BOB DVORAK
STOUGHTON, WI

51 WEST SUBDIVISION PROPOSED UTILITIES

FILE NO. 19091001

SHEET 1

File Name: P:\19000s\19090s\19091\19091001\CADD\C3D\Utility Plan\USH 51 Dvorak Basemap Utility_2020_03_24.dwg

City of Stoughton

2021 URBAN SERVICE AREA AMENDMENT

51 West Addition

~~February 28~~April 30, 2021

Prepared for the Capital Area Regional Plan Commission and the Wisconsin Department of Natural Resources
By the City of Stoughton and MSA Professional Services, Inc.

CITY OF STOUGHTON 2020 URBAN SERVICE AREA AMENDMENT

51 WEST ADDITION

CONTENTS

INTRODUCTION **1**

1.0 PLAN CONSISTENCY **3**

1.1 Consistency with the Comprehensive Plan 3

1.2 Neighborhood Plan 4

1.3 Describe the Need for the Addition to the Urban Service Area 4

2.0 INTERGOVERNMENTAL COOPERATION **5**

2.1 Notification of Adjacent Local Governmental Units 5

2.2 Adjacent Local Governmental Unit(s) Objections or Support of the Proposal 5

3.0 LAND USE **5**

3.1 Map of the Proposed USAA Boundary and Existing Rights of Way (ROW) 5

3.2 Tables of Land Use Acreage and Number of Housing Units 5

3.3 Map of Existing Land Uses 6

3.4 Quantity and Type of Housing Units 6

4.0 NATURAL RESOURCES **6**

4.1 Natural Resource Areas 6

4.2 Public Outlots for Parks and Stormwater Management Facilities 7

4.3 Existing Environmental Corridors 7

4.4 Proposed Environmental Corridors 7

4.5 Minimum Environmental Corridors Criteria Requirements 7

5.0 UTILITIES & STORMWATER MANAGEMENT **7**

5.1 Proposed Sanitary Sewer Extension for the USAA 7

5.2 Estimate of the Average Daily and Peak Wastewater Flow for the USAA 8

5.3 Current Average Daily Flow for the Interceptor Sewer and the Wastewater Plant 8

5.4 Wastewater Treatment Plant / Interceptor Sewer Capacity to Serve the USAA 8

5.5 Proposed Public Water Supply/Distribution System Extension for the Proposed USAA 9

5.6 Estimate of the Average Daily and Peak Hourly Water Demand for the USAA 9

5.7 Current Average Daily and Peak Hourly Water Demand ..... 10~~9~~

5.8 Current Capacity of the Water System 10

5.9 Proposed Stormwater Management Standards and Best Management Practices 10

5.10 Stormwater Facility Management ..... 13~~12~~

MAPS

1.1 Future Land Use

3.1 Proposed Amendment Area

3.3 Existing Land Use

4.1A Wetland Data

4.1B Woodlands

4.1C Contours and Steep Slopes

4.1D Soil Types

4.2 Development Plan

4.4 Proposed Environmental Corridors

5.1 Proposed Water and Sanitary Sewer Extensions

APPENDICES

A City of Stoughton Resolution 2021-XX

B Adjacent Government Notice Letter

C Wetland Delineation Report

D Nonfederal Wetland Exemption Determination

INTRODUCTION

The City of Stoughton is seeking an urban service area amendment to add approximately 90 total acres to its urban service area (70 acres of privately-owned, undeveloped land, 12 acres of privately-owned residential parcels and approximately 8 acres of existing public right of way). The amendment area is located east and west of USH 51 and south of Rutland-Dunn Townline Rd. See Map 3.1.

Of the ~~69.8~~70.3 acres of privately-owned, undeveloped land, approximately ~~35~~ 36 acres are expected to be developable when future rights of way (estimated ~~10.3~~8.8 acres) and green space (estimated ~~24.5~~25.2 acres) are excluded. The proposed green space includes stormwater facilities and parks. Proposed green space will occur mostly on public outlots, plus a public-access easement for a future trail connection through Lot 2.

The proposed amendment area has no mapped environmental corridors per Dane County or Wisconsin Department of Natural Resources (WDNR) data. MSA Professional Services performed a wetland delineation in October 2020 that identified four small, low quality wetland areas. Based on these findings WDNR approved a Nonfederal Wetland Exemption Determination enabling the modification or removal of the wetland areas.

All of the undeveloped lands proposed for inclusion in the amendment have been annexed into the City of Stoughton, as of 2018. The existing residential parcels remain in the Town of Dunn (west of Hwy 51) and the Town of Dunkirk (east of Hwy 51).

The City of Stoughton's most recent urban service area expansion requests were in 2008 (50 developable acres, residential use) and 2011 (75 developable acres, mixed residential and commercial use).

1.0 PLAN CONSISTENCY

1.1 Consistency with the Comprehensive Plan

The City of Stoughton Comprehensive Plan, as most recently amended in July 2017, can be found on the City's website at the following link: https://www.ci.stoughton.wi.us/vertical/sites/%7B801AC7AB-1155-4D50-B8C6-60A370EC007F%7D/uploads/Stoughton_Comprehensive_Plan_-_Final_Adopted_Plan_(with_maps_and_Apps)_-_7.11.17.pdf.

The Comprehensive Plan includes specific recommendations for the proposed amendment area, which it calls out as a Planned Mixed Use Area (see Map 1.1). Per the plan, this area is:

> *planned to contain a mixture of commercial uses designed to supply the day-to-day goods and services for residents living in both Stoughton and surrounding areas. Senior housing and smaller-scale office development would also be appropriate for this area. Potential commercial uses might include a deli, coffee shop, specialty retail, dry cleaners, drug store, restaurant, and grocery store. Development in this mixed-use center could include first floor retail, accented by upper story office space and residential units, and/or a mix of uses and buildings within the same development. Overall, it is recommended that, to the extent possible, this mixed use center be planned to create compact, pedestrian-friendly clusters of complementary businesses, housing, and civic uses.*

More generally, regarding the Planned Mixed Use land use designation:

> *The Planned Mixed Use category is intended to allow consideration of a range of uses and zoning districts, with the understanding that the appropriate combination and arrangement of uses and zoning districts will be approved on a case-by-case basis.*

The proposed development is consistent with this description.

City Council action to affirm support for this USAA is anticipated in March 2021.

Zoning and plat review processes are expected to occur in the second quarter of 2021.

1.2 Neighborhood Plan

There is not a neighborhood plan for the proposed amendment area.

1.3 Describe the Need for the Addition to the Urban Service Area

The City of Stoughton's most recent urban service area amendments were in 2008 and 2011.

The 2008 amendment was for an area at the southwest corner of the City for 50 developable acres of predominantly single-family residential development and one multi-family site. This area is now platted as Nordic Ridge Park; the multi-family site is now fully developed and the single-family sites are roughly 40% developed.

The 2011 amendment was for an area west of USH 51 for 75 developable acres to be a mix of single-family, townhome, multifamily and commercial development. This area is now platted as Kettle Park West; a majority of the commercial space is now built out (Walmart, Tru by Hilton hotel, Kwik Trip, McFarland State Bank, etc.) and the one multifamily site~~s~~ is now developed as a senior living complex. The remainder of the development, including a handful of twinhome lots and the rest small and mid-size single-family lots, is in early stages of construction and lot development.

Census data show a 2010 population of 12,611 in 5,133 households (2.46 people/household). The July 2019 Census population estimate of 13,114 indicates an increase of 500 people and demand for about 200 additional housing units since 2010. The 2017 Comprehensive Plan cites Department of Administration population and household projections, estimating a continued decline in average household size, about 5,000 new residents by 2040, and demand for about 2,400 housing units.

The experience of the developments enabled by the 2008 and 2011 USA amendments, reinforced by broader market trends and developer feedback, is that there is continuing strong demand for multifamily housing, including senior housing. Regarding commercial use, there are now only a few available sites in the USH 51 corridor in the City for new commercial development.

The proposed new development in this amendment area includes about ~~13.4~~15.6 acres for commercial use, 19.7~~6~~ acres for multifamily and duplex use, ~~3~~2.6 acres for single-family use, and ~~24.5~~25.2 acres for green space/open space/stormwater management.

2.0 INTERGOVERNMENTAL COOPERATION

2.1 Notification of Adjacent Local Governmental Units

There are three adjacent units of government: the Towns of Dunkirk, Dunn, and Rutland.

There have been informal communications with each town. Upon approval of this application by City Council, a copy will be sent to each town requesting their formal comments on the proposed amendment. Copies of the transmittal letters are attached as Appendix C.

2.2 Adjacent Local Governmental Unit(s) Objections or Support of the Proposal

As noted in Section 2.1, a copy of the proposed amendment application will have been sent to the adjacent towns for their comments following City Council approval of the application. Upon receipt of those comments they will be forwarded to CARPC staff. At present we are aware of no objections to the proposed amendment.

3.0 LAND USE

3.1 Map of the Proposed USAA Boundary and Existing Rights of Way (ROW)

The proposed amendment area includes ~~82~~ 81.7 acres of existing private parcels and 7.9 acres of public rights-of-way. See Map 3.1

3.2 Tables of Land Use Acreage and Number of Housing Units

The concept plans for the proposed amendment areas are shown in Map 4.2. It is possible that some details of the plans (such as precise road alignments, lot configurations, and precise sizes and locations of stormwater management features) will change as the proposals go through the plat approval process. However, the mix of land uses and the general layouts are not anticipated to change substantially.

Table 3.2: Urban Service Amendment Area Data

Proposed Land Use	Number of Acres			Number of Housing Units
	New Development	Existing Development	Environmental Corridor	
Single Family Residential	2.6	12.0	-	9
Duplex Residential	1.5	0	-	10
Multi-Family Residential	18.2~~1~~	0	-	338
Residential Total	22.3~~2~~	12.0		357
Commercial	~~13.3~~15.6*	0	-	-
Industrial	0	0	-	-
Institutional	0	0	-	-
Street ROW	~~9.9~~8.8	7.9	-	-
Parks	~~9.6~~12.0	0	-	-
Stormwater Management	~~14.9~~13.2	0	-	-
Other Open Space	0	0	-	-
TOTAL	~~69~~71.9	19.9	0	357

*The commercial space includes 1.56 acres of existing single family residential (2 lots) and 0.35 acres of existing public right-of-way to be converted to development (Velkommen Way west of Nygaard)

3.3 Map of Existing Land Uses

Existing land uses are accurately depicted in the Existing Land Use Map from the 2017 Comprehensive Plan. An Excerpt of this map is provided, see Map 3.3.

3.4 Quantity and Type of Housing Units

A total of 357 new housing units are proposed in the amendment area, including single-family, duplex, and multifamily units. See Table 3.2. The multifamily designation tentatively includes 30 twinhome zero-entry condo units (lots 1-3), 16 units in 4 lower-density buildings (lot 6), and 292 units in 6 higher-density buildings (lots 4, 5, 18).

4.0 NATURAL RESOURCES

4.1 Natural Resource Areas

The proposed amendment area includes none of the following resources, and no map is provided: water bodies, floodplains, areas of unique vegetation or geology, highly erodible soils, drainageways or groundwater recharge areas.

Wetlands

The amendment area has one “USDA Wet Spot” identified in the Surface Water Data Viewer. A wetland delineation in October 2020 identified a total of four wetland areas, totaling 0.53 acres. See Map 4.1A. The

wetland findings were submitted for review by the Army Corp of Engineers, which confirmed that they do not qualify as federal wetlands. The wetland delineation and ACOE determination were then provided to WDNR with a request for a Nonfederal Wetland Exemption Determination, which was granted by WDNR on January 5, 2021. A copy of this exemption determination is attached in the appendix. The wetlands may be modified or filled during development.

Woodlands

County woodland data on the amendment area is out of date. A recent aerial photograph is provided, Map 4.1B

Contours and Steep Slopes

See Map 4.1C

Soils Types

See Map 4.1D

4.2 Public Outlots for Parks and Stormwater Management Facilities

There are 7 public outlots proposed in the development, addressing the need for stormwater management and park space tied to new residential uses. Map 4.2 shows these outlots and the stormwater ponds within them, including ~~9.6~~12.0 acres of park space and ~~14.9~~13.2 acres of stormwater management facilities. Outlots 2, 7 and 8 include both park and stormwater management uses.

4.3 Existing Environmental Corridors

There are no existing environmental corridors mapped in the proposed USAA, per the CARPC online mapping tool.

4.4 Proposed Environmental Corridors

The proposed Environmental Corridors are shown on Map 4.4. Included are all of the outlots, to be used for stormwater management and public park purposes.

4.5 Minimum Environmental Corridors Criteria Requirements

The proposed Environmental Corridors meet the minimum requirements.

5.0 UTILITIES & STORMWATER MANAGEMENT

5.1 Proposed Sanitary Sewer Extension for the USAA

The land within the proposed urban service area amendment (USAA) will be served from an existing 8-inch sewer interceptor connected to the plat edge from Virgin Lake Drive. A 750-foot segment of 8-inch sewer interceptor in Roby Road (Kings Lynn Rd. to Virgin Lake Dr.) will be upgraded to 10-inch to accommodate the proposed 51 West service area. All sanitary sewer service lines within the proposed USAA will be 8-inch gravity lines and will extend to the plat edges wherever streets extend to the plat

edge, as indicated in Map 5.1. The developer will be responsible for installation of all sewer facilities based on the final plat approval and development agreement, including the Roby Rd interceptor upsizing.

5.2 Estimate of the Average Daily and Peak Wastewater Flow for the USAA

The estimated flow rate is based on the expected flow rates of 1,500 gallons per day for commercial use and 100 gallons per person per day for residential use. A peaking factor of 2.5 for commercial development and 4.0 for residential development results in an estimated peak flow of 0.478 cfs from the USAA.

Table 5.2 - Average and Peak Wastewater Flow Rates for the Proposed USAA

Land Use	Metrics			Average Flows (GPD)	Average Flows (cfs)	Peaking Factor	Peak Flow (cfs)
Commercial	1,500 GPD/acre	~~13.25~~15.6 acres		~~19,875~~23,400	0.~~031~~036	2.5	0.~~078~~090
New SF Residential	100 GPD/person	9 units	2.5 people/unit	2,250	0.003	4	0.012
Existing SF Residential	100 GPD/person	14 units	2.5 people/unit	3,500	0.005	4	0.022
MF/Duplex Residential	100 GPD/person	~~338~~ 348 units	1.8 people/unit	~~60,500~~62,640	0.~~094~~097	4	0.~~376~~388
Total				~~82,625~~91,790	0.101		0.~~466~~490

5.3 Current Average Daily Flow for the Interceptor Sewer and the Wastewater Plant

All areas of the proposed USAA flow to existing sanitary sewers on Virgin Lake Drive and Roby Road. These 8-inch sanitary sewers are laid at a slope of 0.4% and have a calculated pipe capacity of 0.76 cubic feet per second (cfs) (flowing full). Based on existing development served, City of Stoughton Public Works staff estimate that the existing sanitary sewer on Virgin Lake Drive conveys an existing peak flow rate of 0.101 cfs and the existing sanitary sewer on Roby Road conveys an existing peak flow rate of 0.272 cfs. This results in available pipe capacities of 0.659 cfs in the Virgin Lake Drive sewer and 0.488 cfs in the Roby Road sewer.

The Stoughton wastewater treatment plant has a total design average flow capacity of 1.65 mgd. The current average daily flow is approximately 1.29 mgd, per the 2019 CMAR.

5.4 Wastewater Treatment Plant / Interceptor Sewer Capacity to Serve the USAA

Full development of the USAA is expected to generate an additional peak wastewater flow rate of 0.~~466~~ 490 cfs in the existing sewers (see Table 5.2). In addition, existing developed but unsewered areas within the existing USA are expected to generate an additional peak wastewater flow rate of 0.~~145~~ 022

cfs in the existing sewers in the future. Combined, these two areas will generate an additional flow rate of 0.~~611~~ 512 cfs in the existing sewers.

The estimated total future peak flow rate in the existing sewer on Virgin Lake Drive is 0.~~712~~ 613 cfs, below the maximum pipe capacity of 0.76 cfs. The estimated total future peak flow rate in the existing sewer on Roby Road is 0.883 cfs, which is more than the maximum pipe capacity of the current 8-inch pipe. Stoughton Utilities requires that sewers operate at no more than 80 percent of the maximum pipe capacity at peak flow. Therefore, the Roby Road pipe is to be upgraded to a 10-inch pipe.

No other existing sewers or interceptors were evaluated.

The difference in design capacity and current flows for the Stoughton wastewater treatment plant is approximately 0.36 mgd. The estimated flows from the proposed USAA would use about ~~23~~25% of this remaining capacity.

5.5 Proposed Public Water Supply/Distribution System Extension for the Proposed USAA

The amendment area will be served by connecting to a 10-inch watermain currently stubbed out at the north end of Nygaard St. Watermains under Nygaard, Oak Opening Dr. and the connector between them will be 10-inch, as indicated in Map 5.1. All others will be 8-inch. Development of the west side of USH 51 within this area will be contingent on extension of a water main down Oak Opening Drive to the Kettle Park West development to establish a loop. The developer will be responsible for installation of all watermain facilities within the plat and down Oak Opening Drive to the edge of Kettle Park West (~1,335'), based on the final plat approval and development agreement.

5.6 Estimate of the Average Daily and Peak Hourly Water Demand for the USAA

The estimated flow rate is based on a typical expected commercial flow rate of 1,750 gallons per acre per day and a typical expected residential flow rate of 100 gpd. Using these figures, the 13.25 acres of commercial use will require average daily water of 23,188 gpd and a peak of 2,415 gallons per hour (peaking factor of 2.5). The 347 new residential units and 16 existing residential units (if/when served with City water) will require average daily water of 67,090 gpd and a peak of 11,182 gallons per hour (peaking factor of 4). Combined, the average daily water demand is estimated for the proposed development to be 90,278 gpd.

Table 5.6 - Average and Peak Water Demand for the Proposed USAA

Land Use	Metrics			Average Flows (GPD)	Peaking Factor	Peak Flow (gallons per hour)
Commercial	1,750 GPD/acre	~~13.25~~15.6 acres		~~23,188~~27,300	2.5	~~2,415~~2,844
New SF Residential	100 GPD/person	9 units	2.5 people/unit	2,250	4	375
Existing SF Residential	100 GPD/person	~~16~~ 14 units	2.5 people/unit	~~4,000~~3,500	4	~~667~~583
MF/Duplex Residential	100 GPD/person	~~338~~ 348 units	1.8 people/unit	~~60,840~~62,640	4	10,~~140~~440

Total	~~90,278~~95,690		~~13,596~~14,242

5.7 Current Average Daily and Peak Hourly Water Demand

The existing average water use is approximately 1.512 million gallons per day (MGD), or 1,050 gallons per minute (gpm), with a maximum day usage of 2.752 MGD or 1,911 gpm (Stoughton Utilities data). The water model-predicted available fire flow at the 10-inch connection point on Nygaard Street is approximately 4,000 gpm at a 20 psi residual pressure, which can be considered adequate to support this type of development. The water model was operated with no well or booster pumps operating and all elevated storage water levels set to 10 feet below overflow elevation.

5.8 Current Capacity of the Water System

The nearest elevated tank that would serve this proposed development is Tower 2, located on Furseth Road, just east of Sundt Lane. Tower 2 has a capacity of 300,000 gallons and an overflow elevation of 1,081 feet above mean sea level. Assuming the water level in Tower 2 is 10 feet below overflow, or 1,071 ft, pressures in the proposed development would range from 45 to 71 psi. This is based on ground level elevations in the proposed development that range from 906 to 966 ft.

The City of Stoughton is supplied by four groundwater wells, Nos. 4, 5, 6, and 7. Well Nos. 4, 6, and 7 pump direction into the distribution system while Well No. 5 pumps into a ground-level reservoir, where two 1,000 gpm booster pumps are used to pump into the distribution system. The reported capacities of the four wells are listed below in gpm and MGD.

Well No.	Capacity (gpm)	Capacity (MGD)
4	1,220	1.757
5	950	1.368
6	1,050	1.512
7	1,080	1.555
Total Capacity	4,300	6.192
Firm Capacity*	3,220	4.435

*Assumes Well No. 7 well pump out of service

System storage consists of two steel spheroid elevated tanks and a concrete ground-level reservoir at Well No. 5. A summary of these storage facilities is listed below.

Storage Facility	Year Constructed	Capacity (gallons)	Overflow Elevation (ft)
Tower 2	1977	300,000	1,081.0
Tower 3	2010	600,000	1,081.0
Well No. 5 Reservoir	1989	400,000	N/A
Total Storage	--	1,300,000	--

5.9 Proposed Stormwater Management Standards and Best Management Practices

The stormwater management system is intended to control post-development peak runoff rates to levels no higher than existing conditions for events ranging from the 1-yr through the 200-yr

event. Post-development runoff volumes will also be controlled to levels no higher than existing for events ranging from the 1-yr through the 200-yr event. This higher than ordinance-required level of stormwater management is necessary to prevent volume related flood elevation increases in landlocked basins which lie downstream from the proposed site. In addition to these event-based runoff control measures, the post-development site will also achieve 90% of pre-development stay-on (infiltration) on an annual average basis per current Dane County requirements. These requirements will need to be met regardless of on-site development density and potential changes in drainage patterns within the site.

The preliminary stormwater management plan for the amendment area consists of 4 pairs of stormwater basins, each pair comprising a wet pond 'fore-bay' to provide water quality treatment and a downstream infiltration basin to meet the 90% predevelopment stay-on and event-based volume control requirements. Both facility types will provide additional pollutant reduction from stormwater discharge, such as Total Phosphorus. The paired basins are designed to provide rate attenuation for the 1-, 2-, 10-, 25-, 50-, 100-, and 200-yr storm events based on MSE4 intensity distribution. Maximum pre-developed runoff curve numbers are limited according to ~~on~~ City of Stoughton & Dane County requirements. As illustrated in Map 4.2, the basins are located in Outlot 2 (west end, drains to the west), Outlots 4 and 5 (southwest, drains to the south), Outlot 6 (northeast, drains to the north) and Outlot 7 (southeast, drains to the south).

A system of storm sewer will convey stormwater within the amendment area along proposed roadways to the proposed basins. The combination of on-site volume and peak flow control up the 200-yr event will greatly reduce discharges to downstream properties since peak flow rates, even under extreme events, are roughly 60% less than existing conditions. Additionally, since runoff rates and volumes during small events will be zero, or near zero, where there are currently predicted to be discharges under existing conditions, there will be no increase in the frequency of discharge to off-site drainage ways. As a result, there should be no impacts to off-site conveyance from this development.

The stormwater basins will function appropriately in order to meet all performance standards from regulatory agencies such as the WDNR, Dane County, and City of Stoughton.

Performance Standards

Applicable stormwater management performance measures for this site will meet or exceed standards required by the State of Wisconsin (NR 151), Dane County (Chapter 14), and City of Stoughton (Chapter 10, Article IV, Section 10) Erosion Control and Stormwater Management, which are summarized below. In addition to those existing standards, the City is requesting that this development result in no increase in stormwater runoff peak flows and volume for all design storm events up to and including a 200-year, 24-hour event, consistent with anticipated changes to the Dane County ordinance.

The performance standards summarized in the first paragraph of this section meet or greatly exceed all current effective state, county, and local standard for stormwater management in terms of water quality treatment, peak discharge rate control, and infiltration (volume control).

Current published standards per applicable regulations are itemized below.

1. Water Quality:

   Require Post-Construction sediment control sufficient to reduce total suspended solids leaving the site by at least 80%

   The City's Consulting Engineer's requirement to control runoff volumes to pre-development levels for events up to and including the 100-yr event will require high levels of on-site infiltration which are expected to result in 100% (or nearly so) TSS (and TP) reduction for the developed site.

2. Runoff rate control*:

   A. Maintain predevelopment peak runoff rates for the one-year, twenty-four-hour storm event (2.549 inches in 24 hours).

   B. Maintain predevelopment peak runoff rates for the two-year, twenty-four-hour storm event (2.984 inches in 24 hours).

   C. Maintain predevelopment peak runoff rates for the ten-year, twenty-four-hour storm event (4.209 inches in 24 hours).

   D. Safely pass the one-hundred-year, twenty-four-hour storm event (6.66 inches in 24 hours).

   * Rainfall depths reported are the higher of that required by the City's ordinance or the County's ordinance for each respective event

   The City's request to control peak flow rates and volumes to pre-development levels for events up to and including the 200-yr event will supersede the rate control standards described above.

3. Thermal Control:

   The amendment area is not part of any thermally sensitive areas and thus will not be required.

4. Infiltration:

   Requirement for both residential and nonresidential developments to infiltrate sufficient runoff volume so that post-development infiltration volume shall be at least 90% of the pre-development infiltration volume based on average annual rainfall.

   The City's request to control runoff volumes to pre-development levels for events up to and including the 200-yr event will greatly supersede this condition, requiring 100% pre-development stay-on for not just the annual average rainfall, but also all events up to the 200-yr event.

5. Oil and Grease Control:

   For all commercial or industrial developments, the first 0.5" of runoff shall be treated using the best oil and grease removal technology available. This requirement will be handled on a lot-by-

lot basis with on-site controls.

5.10 Stormwater Facility Management

The City of Stoughton will accept and maintain the stormwater facilities in public outlots. Any facilities on private lots will be maintained by the property owners, and will be subject to a maintenance agreement in perpetuity, per Ch. 14.49(3)(d) and 14.51(1)(i) of Dane Co ordinance.