



## OFFICIAL NOTICE AND AGENDA

Notice is hereby given that the Public Works Committee of the City of Stoughton, Wisconsin will hold a regular Public Works Meeting as indicated on the date, time and location given below.

Meeting of the: **Public Works Committee of the City of Stoughton**  
Date /Time: **Thursday, February 16, 2023 at 6:00 pm**  
Location: **This meeting will be available as Hybrid meeting**  
**Stoughton Public Works Facility, 2439 County Rd A**  
**Virtual Meeting – Join from your computer, tablet or smartphone:**  
<https://meet.goto.com/441953805>  
You can also dial in using your phone.  
United States: +1 (224) 501-3412  
Access Code: 441-953-805

Members: Tom Majewski, Jean Ligocki, Fred Hundt, Rachel Venegas, Kay Rashka, Jeffrey Bartzen and Mayor Tim Swadley

### Item # CALL TO ORDER

1. Communications
2. Approve Minutes of the January 19th, 2023 Meeting

### Item # OLD BUSINESS

3. Amending Section 66-904(8) of the Stoughton Municipal Code – Stormwater Basin Aesthetics

### Item # NEW BUSINESS

4. Review and Approve the Contract for Tree Removal Services
5. Review and Potential Approval of Amendments to Ordinance 62-2 and Bulky on Call Program Set out Limits
6. Future Agenda Items
7. Adjourn

### ADJOURNMENT

cc: Council Members, City Leadership Team, City Attorney Matthew P. Dregne,  
Library Administrative Assistant Sarah Monette, Stoughton HUB  
[stoughtonreporter@wcinet.com](mailto:stoughtonreporter@wcinet.com), [stoughtoneditor@wcinet.com](mailto:stoughtoneditor@wcinet.com)

**NOTE:** AN EXPANDED MEETING MAY CONSTITUTE A QUORUM OF THE CITY COUNCIL

**Public Works Committee**  
**Thursday, January 19<sup>th</sup>, 2023**  
**(Hybrid Meeting)**

**Members Present:** Tom Majewski, Jean Ligocki, Kay Rashka, Fred Hundt, Jeffrey Bartzen and Mayor Swadley

**Absent/Excused:** Rachel Venegas

**Staff:** Public Works Director Brett Hebert, Planning Director Rodney Scheel

**Guests:**

**Call to Order:** *Majewski* called the meeting to order at 6:01 PM

1) **Communications:**

- *Director Hebert* presented a breakdown of snow totals for the last four years. We are averaging 21.75 snow events, 44 inches of snow and using 522.5 tons of salt

2) **Approve December 15<sup>th</sup>, 2022 Meeting Minutes:** Motion by Hundt to approve the minutes and seconded by Ligocki. Motion carried 5-0.

3) **Old Business:** Discuss and Possible Approval of Public Stormwater Basin Design Language:

*Director Scheel* presented the current ordinance and highlighted the area that was modified in 2021 along with the suggested language provided by *Majewski*. Discussion was had of how and where to insert the new language; in which everyone was in favor for. *Hundt* proposed the new verbiage of “Basins shall be designed to appear as a naturally formed body of water with irregular and imperfect flowing shoreline with curving appearance and no angular or geometric shapes” to be inserted after the first sentence of the current ordinance. *Bartzen* also suggested to put in specifics; “For example; no perfectly symmetrical circles, ovals, rectangles or squares”

Motion to accept the proposed new language to go to Council for approval, seconded by Ligocki. Motion carried 5-0

**New Business:**

4) **Review and Approve Cost Allocation Framework for Joint Street and Utility Projects:**

*Director Hebert* presented a breakdown of upcoming joint street construction projects that he, *Scheel* and *Jill Weiss* (Utility Director) have been working on for the last few months. The framework specifies which department would be financially responsible for each project.

Motion by Hundt to approve and bring to Council for approval, seconded by Majewski. Motion carried 5-0

## **5) 2023 Street Construction Project Overview:**

### **a) Jackson St – Path vs Sidewalk Replacement**

*Director Scheel* presented areas to take into consideration for this project as well as a breakdown of estimate cost for asphalt (\$169,910) vs concrete (\$186,160). It was found that concrete would be about \$16,000 more than asphalt however, it was pointed out it concrete would potentially last 10-15 years longer than asphalt if installed properly. If the shared-use path is not installed, the estimated cost to replace defective sidewalk in area proposed for the shared-use path is \$65,000. ***The committee supports moving forward with a concrete shared-use path on the south side of Jackson Street from USH 51 to Silverado Drive.*** This compliment the 2023 shared-use path project that will extend along the west side of Paradise Pond from Jackson Street north to the 51 West Development.

### **b) Kensington Square – Sidewalk Infill**

*Director Scheel* reported this year's project will include infilling sidewalk on the west side of Kensington Square north of Jackson Street. There is one parcel that is missing sidewalk and this infill will connect existing sidewalk on both ends.

### **c) Bickley Ct**

*Director Scheel* presented the plan from Strand along with current pictures of the area showing there currently is no sidewalk in place now; with the exception of an area that has a sidewalk that does not connect or lead anywhere. He explained that they could taper the driveways to create a better apron instead of putting in sidewalks since there is very little pedestrian traffic in this area. ***The committee supports moving forward without provisions for sidewalks to be installed now or in the future on Bickley Court. This will allow driveway aprons to be installed without sidewalk installed through them. Also, the small existing sidewalk sections will be removed.***

### **c) Miscellaneous Design Items**

*Director Scheel* went over the preliminary design layout for the S. Fourth St reconstruction project, which is part of the BIL grant program, from Milwaukee St to Isham. A 10-foot-wide multi-use path is slated to be included in the project on the west side of the road. The committee discussed removing the existing intermittent sections of sidewalk on the east side of the road. ***The committee supports moving forward with the project design that will remove the existing sidewalk on the east side of South Fourth Street south of Mandt Parkway and reducing the street width to 33 feet south of Mandt Parkway and 39 feet north of Mandt Parkway.***

### **d) Construction Project Open House**

*Director Scheel* stated a direct mailer is going out this week and the Open House will take place January 30<sup>th</sup> at 6:00pm at the Fire Department.

## **6) Norse Park Playground Design Ideas:**

*Director Hebert* presented a design guide to replace the current playground. The idea of a Nordic/Viking theme with ideas of a Viking ship, swings nautical climbing structure along with ADA sensory features were sent to vendors for proposals.

7) **Future Agenda Items:**

8) **Adjourn:** Motion to adjourn by Ligocki, seconded by Rashka to adjourn the meeting at 7:10pm pm. Motion carried 5-0

Respectfully submitted by Jen Wagner 1/20/2023

DRAFT

CITY OF STOUGHTON, 207 S. Forrest Street, Stoughton, WI 53589

ORDINANCE OF THE COMMON COUNCIL

Amending Sections 66-904 (8) of the Stoughton Municipal Code

Committee Action: Public Works Committee recommends approval 6 - 0

Fiscal Impact: None

File Number: O -03- 2023

Date Introduced: February 14, 2023

The Common Council of the City of Stoughton do ordain as follows:

Sec. 66-904. - Range of required improvements.

(8) *Stormwater drainage facilities.* Whenever in the opinion of the director of planning and development upon consultation with the city contract engineer there is within reasonable distance a storm sewer main, the subdivision or planned unit development shall be provided with a complete stormwater management system which shall connect with such main. If the subdivision or planned unit development is traversed by any watercourse or channel, stream or creek, either live or dry, the subdivider shall dedicate a right-of-way for storm drainage purposes conforming substantially with the lines of such natural watercourse or channel, stream or creek or, at the developer's option, subject to the approval of the plan commission and the public works committee, provide adequate storm drains or other means for the handling of storm flow from and through his property and including the conveyance thereof. In general, the entire stormwater management systems and the disposal of stormwater shall be planned and built to meet the approval of the director of planning and development upon consultation with the city contract engineer.

Aesthetics shall be taken into consideration in the design of stormwater detention basins.

*Basins shall be designed to appear as a naturally formed body of water with irregular and imperfect flowing shoreline with curving appearance and no angular or geometric shapes. (For example, no perfectly symmetrical circles, ovals, rectangles or squares.)* Curvilinear rather than rectangular shaped basins shall be used wherever possible. Exposed rip-rap shall be kept to a minimum. More extensive areas of rip-rap should be covered with a thin layer of topsoil, turf reinforcement, and sod or be covered by water. Fieldstone shall be used for rip-rap wherever possible to provide a more natural appearance. Structures shall be flush with the ground surface whenever possible. Outlet control structures shall be designed to blend into the side slopes of the basin rather than being exposed in the bottom of the basin. A landscaping plan with a minimum of one tree or substantial bush cluster per detention basin side or per 100 feet of the perimeter, whichever provides more plantings, is required. A minimum of 10 feet of level surface between the top of the detention basin slope and adjacent properties is desired.

The subdivider shall, at its own cost, construct curbs and gutters, catch basins and inlets, storm sewers, road ditches and open channel drainageways as may be required by the city. All such facilities are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow; the type of facility required, the design criteria and the sizes and grades to be determined, to present no hazard to life or property; and the size, type and installation of all stormwater drains and wastewater or sanitary sewers proposed to be constructed, shall be in

accordance with the stormwater management plan and the plans and standards specifications approved by the director of planning and development upon consultation with the city contract engineer. Curb and gutter installation may be delayed pursuant to subsection (4). Where such installations are delayed, the stormwater to be conveyed by the curb and gutter management system shall be maintained by the city at the expense of the developer.

Subdividers shall refer to the official map for site-specific standards related to the requirements of this section.

This ordinance shall be in full force and effect from and after its date of publication.

Dates

Council Adopted: \_\_\_\_\_

Mayor Approved: \_\_\_\_\_

\_\_\_\_\_  
Tim Swadley, Mayor

Published: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Candee Christen, City Clerk



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

(608) 873-6619      [www.ci.stoughton.wi.us](http://www.ci.stoughton.wi.us)

RODNEY J. SCHEEL  
DIRECTOR

Date:            December 12, 2022

To:              Public Works Committee

From:          Rodney J. Scheel  
                  Director of Planning & Development

Subject:        Public Stormwater Pond Aesthetics

In 2021, the City amended our ordinance to provide additional guidance regarding aesthetics for public stormwater basins. I have attached the materials associated with that action. This year, the City received Preliminary Plat materials for Magnolia Springs located at the south end of Page Street. The developer's designers provided their stormwater management layout along with anticipated contour lines for the development. The Plan Commission determined the proposed stormwater management ponds are not acceptable under the City Ordinance 66-904(8) and recommended that the plat be conditionally approved with this additional condition:

*Before the City will sign a Final Plat, the proposed stormwater management basin for Outlot 2 is to be modified to comply with the aesthetic, curvilinear, expectations of City Ord. 66-904(8) to the satisfaction of the City.*

The development team made their submittal (with knowledge of our ordinance requirements) and the process allowed for the City to evaluate their proposal through the Plan Commission and ultimately the Common Council.

If you have any questions, please contact me.

# PRELIMINARY PLAT OF MAGNOLIA SPRINGS

PART OF THE SE1/4 OF THE SW1/4 AND THE SW1/4 OF  
THE SE1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 11  
EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN.

## Exhibit A

CURRENT OWNER AND SUBDIVIDER:  
ELDON LAND DEVELOPMENT LLC  
2364 JACKSON ST. UNIT 265  
STOUGHTON, WI 53589

SURVEYOR:  
BRADLEY TISDALE, PLS  
MSA PROFESSIONAL SERVICES, INC.  
1702 PANKRATZ STREET  
MADISON, WI 53704

ENGINEER:  
MSA PROFESSIONAL SERVICES, INC.  
1702 PANKRATZ STREET  
MADISON, WI 53704

PROPOSED ZONING:  
LOTS 1-9, 23, 34-35, 50, 56-58, 62-68, 80-83  
TWO-FAMILY RESIDENTIAL - 6 (TR-6)  
LOTS 10-22, 73-79  
SINGLE FAMILY RESIDENTIAL - 5 (SR-5)

LOTS 24-33, 36-49, 51-55, 59-61, 69-72, 84-90  
SINGLE FAMILY RESIDENTIAL - 6 (SR-6)

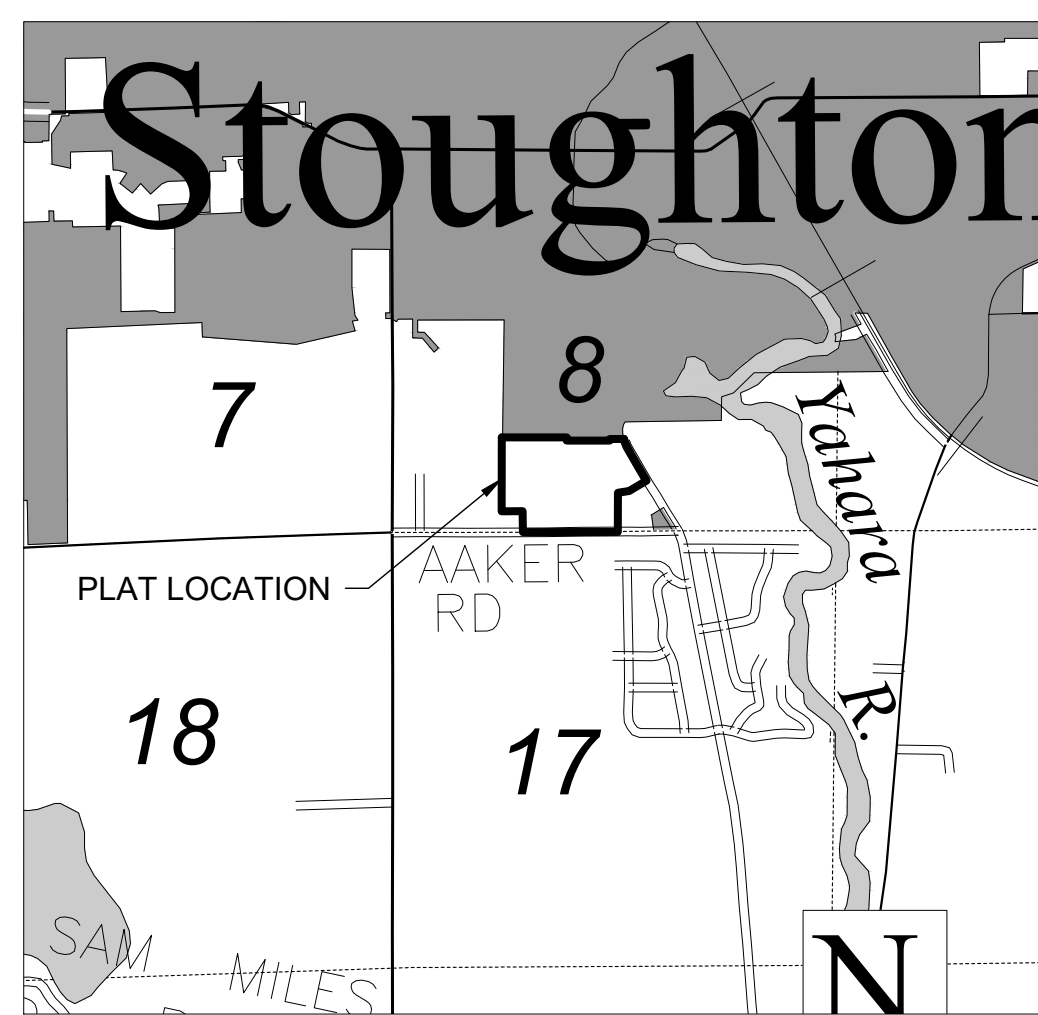
OUTLOTS 1-4  
INSTITUTIONAL (I)

CITY OF STOUGHTON EXISTING ZONING:  
RURAL HOLDING (RH)

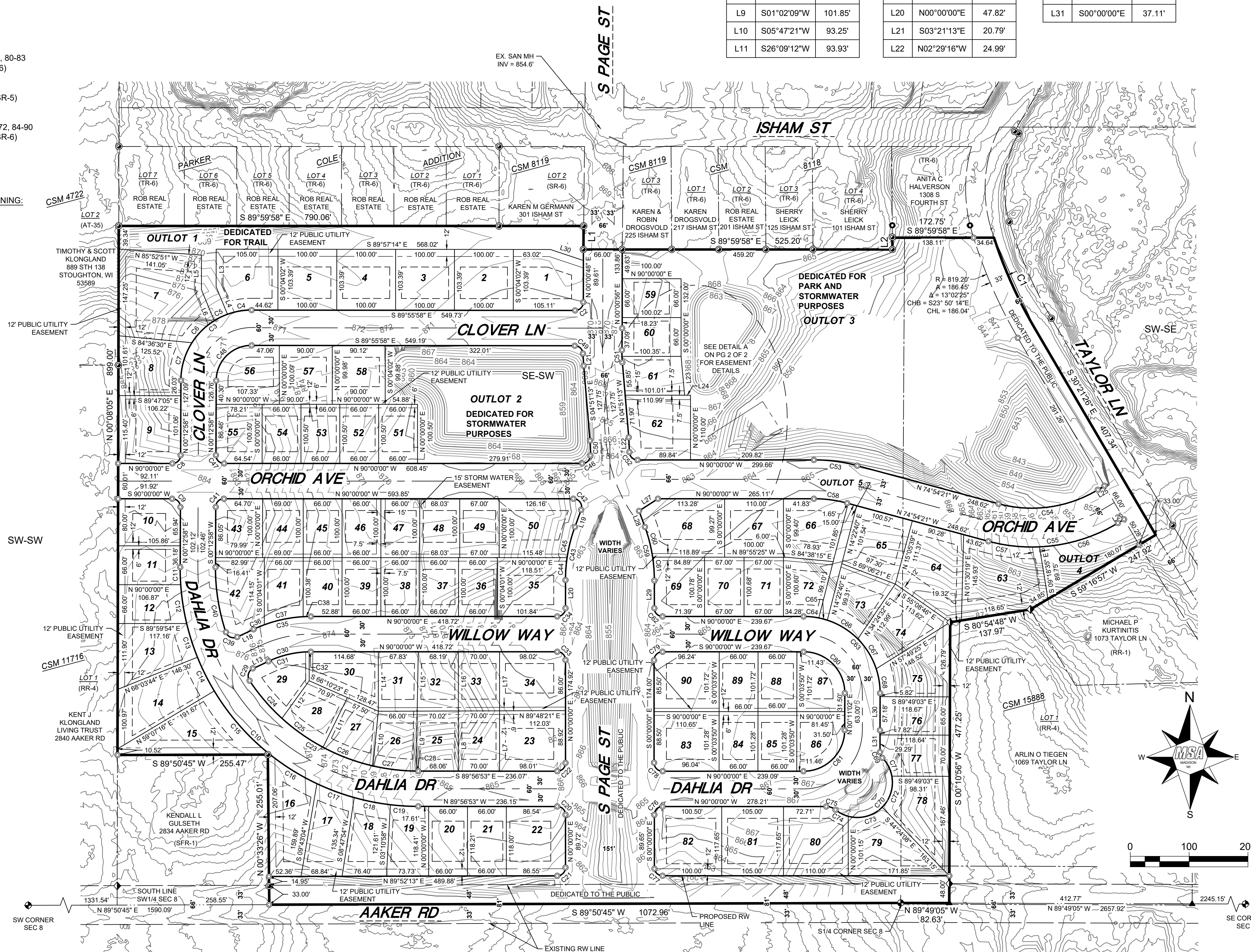
### SYMBOL LEGEND

- ⊙ SECTION CORNER MONUMENTED
- ⊙ FOUND 1" IRON PIPE
- ⊙ FOUND 1.5" IRON PIPE
- ⊙ FOUND 3/4" IRON REBAR
- ⊙ FOUND MAG NAIL
- ⊙ SET 1 1/4" BY 24" IRON REBAR WEIGHING 4.30 LBS./FT.
- ALL OTHER AND OUT CORNERS ARE 3/4" X 24" IRON REBAR WEIGHING 1.50 LBS./FT.
- SUBDIVISION BOUNDARY
- LOT LINE/RIGHT-OF-WAY
- EASEMENT LINE
- SECTION 1/2 SECTION LINE
- CENTERLINE
- PREVIOUS SURVEY

NOTE:  
OUTLOT 4 IS DEDICATED TO THE PUBLIC  
OUTLOT 5 IS DEDICATED FOR  
STORMWATER AND SIDEWALK PURPOSES



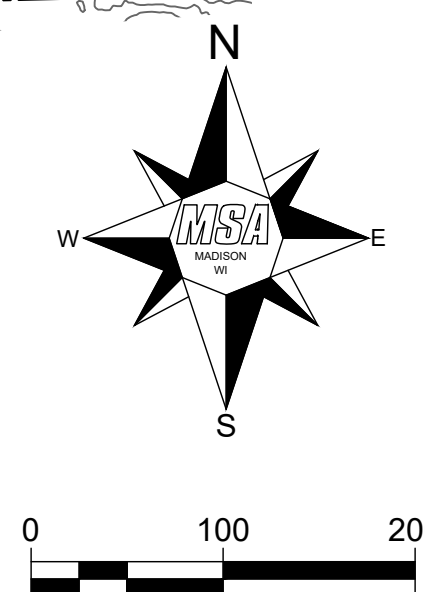
VICINITY MAP



LINE	BEARING	LENGTH
L1	S00°37'54"W	40.00'
L2	N00°24'48"W	20.00'
L3	S00°04'02"W	63.88'
L4	S22°27'42"E	50.58'
L5	S00°04'02"W	58.86'
L6	S22°27'42"E	57.06'
L7	S00°00'00"E	102.45'
L8	S00°00'00"E	102.15'
L9	S01°02'09"W	101.85'
L10	S05°47'21"W	93.25'
L11	S26°09'12"W	93.93'

LINE	BEARING	LENGTH
L12	S35°53'13"W	78.83'
L13	S64°46'21"W	29.51'
L14	S00°00'00"E	101.08'
L15	S01°02'09"W	100.87'
L16	S00°00'00"E	100.63'
L17	S00°00'00"E	100.39'
L18	N64°46'21"E	30.77'
L19	N20°04'42"E	30.97'
L20	N00°00'00"E	47.82'
L21	S03°21'13"E	20.79'
L22	N02°29'16"W	24.99'

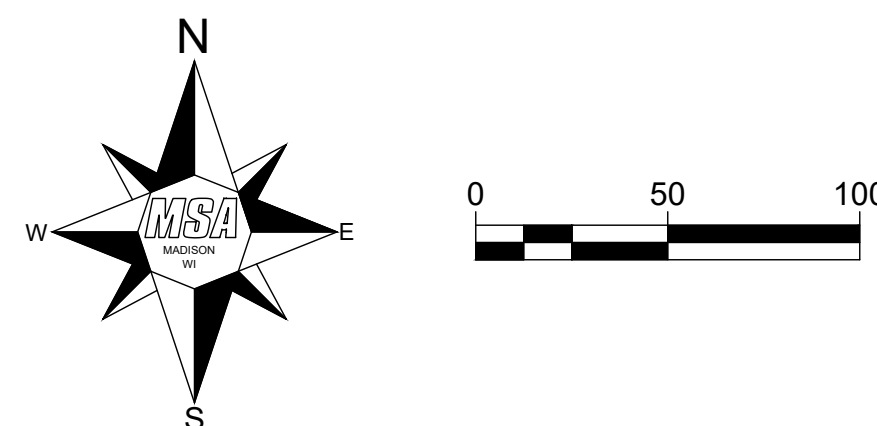
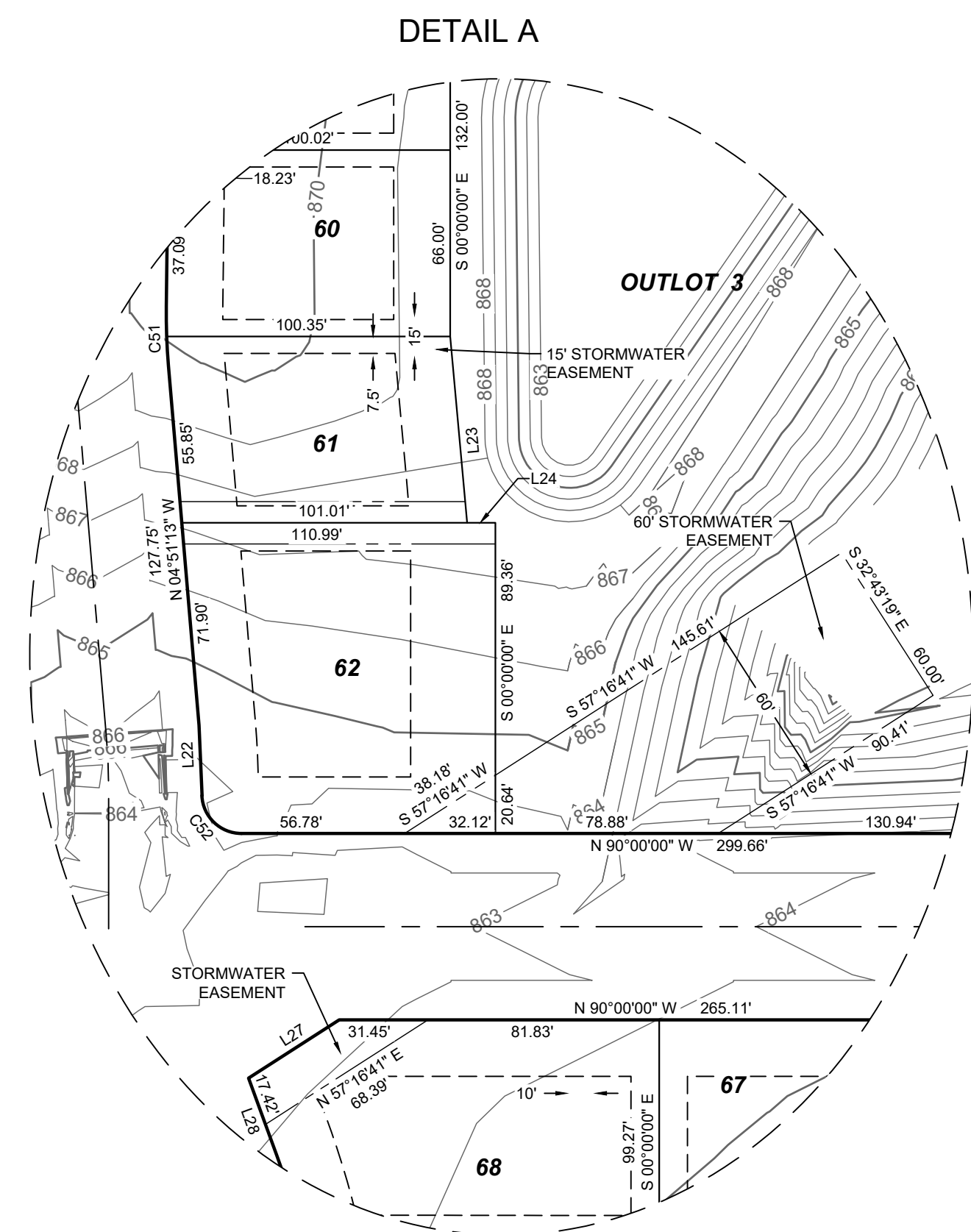
LINE	BEARING	LENGTH
L23	N05°13'02"W	66.25'
L24	N90°00'00"E	9.98'
L25	S58°51'18"W	13.17'
L26	S58°51'18"W	12.26'
L27	S57°16'41"W	38.12'
L28	S20°04'42"E	29.06'
L29	S00°00'00"E	47.82'
L30	S00°11'02"W	63.00'
L31	S00°00'00"E	37.11'





# PRELIMINARY PLAT OF MAGNOLIA SPRINGS

PART OF THE SE1/4 OF THE SW1/4 AND THE SW1/4 OF  
THE SE1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 11  
EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN.



CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.	TAN IN	TAN OUT
C1	168.63'	786.20'	12°17'20"	S24°12'47"E	168.30'	S18°04'07"E	S30°21'27"E

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C2	22.00'	14.00'	90°02'59"	N45°02'32"E	19.81'
C3	188.28'	120.06'	89°51'03"	N45°08'30"E	169.58'
C4	41.84'	120.06'	19°57'54"	S80°05'05"W	41.63'
C5	25.09'	120.06'	11°58'24"	S64°06'56"W	25.04'
C6	53.55'	120.06'	25°33'27"	S45°21'00"W	53.11'
C7	67.80'	120.06'	32°21'19"	S16°23'37"W	66.90'
C8	21.94'	14.00'	89°47'02"	N45°06'29"E	19.76'
C9	22.04'	14.00'	90°12'58"	N44°53'31"W	19.84'
C10	637.33'	405.00'	90°09'52"	N44°51'58"W	573.58'
C11	29.84'	405.00'	4°13'18"	S1°53'41"E	29.83'
C12	66.85'	405.00'	9°27'27"	S8°44'03"E	66.77'
C13	60.15'	405.00'	8°30'32"	S17°43'02"E	60.09'
C14	64.05'	405.00'	9°03'41"	S26°30'08"E	63.98'
C15	141.62'	405.00'	20°02'07"	S41°03'02"E	140.90'
C16	94.70'	405.00'	13°23'51"	S57°46'01"E	94.48'
C17	66.96'	405.00'	9°28'24"	S69°12'08"E	66.89'
C18	63.69'	405.00'	9°00'36"	S78°26'38"E	63.62'
C19	49.47'	405.00'	6°59'57"	S86°26'55"E	49.44'
C20	21.98'	14.00'	89°56'53"	N44°58'27"W	19.79'
C21	21.96'	14.00'	89°52'13"	N44°56'06"E	19.78'
C22	22.00'	14.00'	90°03'07"	N45°01'33"E	19.81'
C23	338.77'	345.00'	56°15'43"	S61°49'02"E	325.33'
C24	84.62'	345.00'	14°03'17"	S40°42'49"E	84.42'
C25	85.51'	345.00'	14°12'02"	S54°50'29"E	85.29'
C26	90.60'	345.00'	15°02'48"	S69°27'54"E	90.34'
C27	74.24'	345.00'	12°19'46"	S83°09'11"E	74.10'
C28	3.80'	345.00'	0°37'49"	S89°37'59"E	3.80'
C29	24.06'	14.00'	98°27'31"	S15°32'35"W	21.21'
C30	74.11'	168.32'	25°13'39"	S77°23'10"W	73.52'
C31	71.26'	168.32'	24°15'30"	S76°54'06"W	70.74'

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C32	2.85'	168.32'	0°58'09"	S89°30'55"W	2.85'
C33	21.99'	14.00'	90°00'00"	N45°00'00"W	19.80'
C34	21.99'	14.00'	90°00'00"	N45°00'00"E	19.80'
C35	100.53'	228.32'	25°13'39"	N77°23'10"E	99.72'
C36	19.71'	228.32'	4°56'55"	S67°14'48"W	19.71'
C37	67.69'	228.32'	16°59'06"	S78°12'49"W	67.44'
C38	13.13'	228.32'	3°17'38"	S88°21'11"W	13.12'
C39	23.66'	14.00'	96°49'15"	S66°49'02"E	20.94'
C40	112.14'	345.00'	18°37'23"	S9°05'43"E	111.64'
C41	21.94'	14.00'	89°47'02"	S45°06'29"W	19.76'
C42	26.90'	14.00'	110°04'42"	N34°57'39"W	22.95'
C43	92.16'	263.00'	20°04'42"	N10°02'21"E	91.69'
C44	38.32'	263.00'	8°20'53"	S4°10'27"W	38.29'
C45	53.84'	263.00'	11°43'48"	S14°12'48"W	53.75'
C46	21.55'	14.00'	88°11'23"	S45°54'18"W	19.48'
C47	22.04'	14.00'	90°12'58"	N44°53'31"W	19.84'
C48	94.18'	60.06'	89°50'23"	N45°08'10"E	84.82'
C49	21.16'	14.00'	86°34'46"	S46°38'36"E	19.20'
C50	25.24'	217.00'	6°39'50"	S1°31'18"E	25.22'
C51	21.03'	217.00'	5°33'08"	N2°04'39"W	21.02'
C52	21.38'	14.00'	87°30'44"	N46°14'38"W	19.36'
C53	74.55'	283.00'	15°05'39"	N82°27'11"W	74.34'
C54	175.12'	217.00'	46°14'21"	S81°58'28"W	170.41'
C55	228.39'	283.00'	46°14'21"	S81°58'28"W	222.24'
C56	140.87'	282.36'	28°35'09"	N73°07'54"E	139.42'
C57	87.52'	278.99'	17°58'22"	S83°47'25"E	87.16'
C58	57.17'	217.00'	15°05'39"	N82°27'11"W	57.00'
C59	92.16'	263.00'	20°04'42"	S10°02'21"E	91.69'
C60	52.94'	264.75'	11°27'26"	N14°19'50"W	52.85'
C61	39.22'	266.16'	8°26'37"	N4°14'49"W	39.19'

CURVE	LENGTH	RADIUS	DELTA	CH. BEARING	CH. DIST.
C62	21.99'	14.00'	90°00'00"	S45°00'00"E	19.80'
C63	204.62'	130.00'	90°11'03"	S44°54'29"E	184.14'
C64	25.91'	129.64'	11°27'14"	N84°17'21"W	25.87'
C65	15.01'	128.52'	6°41'28"	N75°16'15"W	15.00'
C66	61.23'	130.00'	26°59'03"	N58°28'17"W	60.66'
C67	60.25'	130.00'	26°33'21"	N31°42'05"W	59.72'
C68	42.22'	130.00'	18°36'27"	N9°07'11"W	42.03'
C69	10.89'	13.81'	45°10'23"	S22°15'45"E	10.61'
C70	179.91'	59.50'	173°14'35"	S42°05'47"W	118.79'
C71	35.41'	59.50'	34°05'52"	N27°28'34"W	34.89'
C72	57.48'	59.50'	55°20'52"	N17°14'48"E	55.27'
C73	62.57'	59.50'	60°14'50"	N75°02'39"E	59.72'
C74	24.46'	59.50'	23°33'01"	S63°03'26"E	24.28'
C78	23.15'	14.53'	91°15'37"	S45°44'30"E	20.78'
C79	22.78'	14.50'	90°00'00"	S45°00'00"W	20.51'
C80	110.18'	70.00'	90°11'03"	N44°54'29"W	99.15'
C81	109.73'	70.00'	89°48'57"	N45°05'31"E	98.84'

### SURVEYORS CERTIFICATE

I, BRADLEY TISDALE, PROFESSIONAL LAND SURVEYOR, HEREBY CERTIFY THAT IN FULL COMPLIANCE WITH THE PROVISIONS OF CHAPTER 236 OF THE WISCONSIN STATUTES AND THE SUBDIVISION REGULATIONS OF THE CITY OF STOUGHTON, WISCONSIN, AND UNDER THE DIRECTION OF ELDON LAND DEVELOPMENT, LLC, MAGNOLIA MEADOWS HAS BEEN SURVEYED, DIVIDED, AND MAPPED UNDER MY RESPONSIBLE DIRECTION AND SUPERVISION; THAT SUCH PLAT CORRECTLY REPRESENTS ALL EXTERIOR BOUNDARIES AND THE SUBDIVISION OF THE LAND SURVEYED, AND THAT THIS LAND IS PART OF THE SOUTHEAST 1/4 OF THE SOUTHWEST 1/4 AND THE SOUTHWEST 1/4 OF THE SOUTHEAST 1/4 OF SECTION 8, TOWN 5 NORTH, RANGE 11 EAST, CITY OF STOUGHTON, DANE COUNTY, WISCONSIN, MORE PARTICULARLY DESCRIBED AS FOLLOWS:

COMMENCING AT THE SOUTHWEST CORNER OF SAID SECTION 8, THENCE N89°50'45"E ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, 1590.09 FEET TO THE POINT OF BEGINNING; THENCE N00°33'26"W, 255.01 FEET; THENCE S89°50'45"W, 255.47 FEET TO A POINT ON THE EASTERLY LINE OF CSM 11716, RECORDED IN VOL 71, P 327, AS DOC NO. 4176987; THENCE N00°08'05"E ALONG THE EASTERLY LINE OF SAID CSM 11716 AND CONTINUING ALONG THE EASTERLY LINE OF CSM 4722, RECORDED IN VOL 21 P 23 AS DOC NO. 1892619, 899.00 FEET TO THE SOUTHWEST CORNER OF THE PLAT OF PARKER COLE ADDITION, RECORDED AS DOC NO. 5852905; THENCE S89°59'58"E ALONG THE SOUTH LINE OF SAID PARKER COLE ADDITION AND CONTINUING ALONG THE SOUTH LINE OF LOT 2 OF CSM 8119, RECORDED IN VOL 43, P 221, AS, DOC NO. 2741455, 790.06 FEET TO THE SOUTHEAST CORNER OF SAID LOT 2; THENCE S00°37'54"W ALONG THE WESTERLY RIGHT-OF-WAY OF SOUTH PAGE STREET AS SHOWN ON SAID CSM 8119, 40.00 FEET TO A SOUTH CORNER OF SAID CSM 8119; THENCE S89°59'58"E ALONG THE SOUTH LINE OF SAID CSM 8119 AND CONTINUING ALONG THE SOUTH LINE OF CSM 8118, RECORDED IN VOL 43, P 218, AS DOC NO. 2741454, 525.20 FEET TO THE SOUTHEAST CORNER OF SAID CSM 8118; THENCE N00°24'48"W ALONG THE EAST LINE OF SAID CSM 8118, 20.00 FEET; THENCE S89°59'58"E, 172.75 FEET TO THE CENTERLINE OF TAYLOR LANE; THENCE 168.63 FEET ALONG A NON-TANGENTIAL CURVE CONCAVE TO THE EAST, HAVING A RADIUS OF 786.20 FEET AND A CHORD WHICH BEARS S24°12'47"E, 168.30 FEET; THENCE S30°21'26"E, 407.34 FEET; THENCE S59°16'57"W, 247.92 FEET TO A NORTH CORNER OF CSM 15888, RECORDED IN VOL 116, P 122, AS DOC NO. 5799972; THENCE S80°54'48"W ALONG THE NORTHERLY LINE OF SAID CSM 15888, 137.98 FEET, THENCE S00°10'56"W ALONG THE WEST LINE OF SAID CSM 15888, 477.25 FEET TO A POINT ON THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8; THENCE N89°49'05"W ALONG THE SOUTH LINE OF THE SOUTHEAST 1/4 OF SAID SECTION 8, 82.63 FEET TO THE SOUTH QUARTER CORNER OF SAID SECTION 8; THENCE S89°50'45"W ALONG THE SOUTH LINE OF THE SOUTHWEST 1/4 OF SAID SECTION 8, 1072.96 FEET TO THE POINT OF BEGINNING.

SAID PARCEL CONTAINS 1,675,642 SQUARE FEET OR 38.467 ACRES MORE OR LESS TOTAL AND 1,601,178 SQUARE FEET OR 36.758 ACRES MORE OR LESS MINUS RIGHT-OF-WAY.

DATED THIS 29 DAY OF AUGUST, 2022

BRADLEY L. TISDALE  
PROFESSIONAL LAND SURVEYOR #S-2824

### LOT AREA TABLE

LOT	SQ FT	ACRES	LOT	SQ FT	ACRES	LOT	SQ FT	ACRES	LOT	SQ FT	ACRES
1	11785	0.270	30	8828	0.203	59	6601	0.152	88	6714	0.154
2	10339	0.237	31	6756	0.155	60	6619	0.152	89	6714	0.154
3	10339	0.237	32	6962	0.160	61	6650	0.153	90	11214	0.257
4	10339	0.237	33	7036	0.162	62	11688	0.268	OL 1	34894	0.801
5	10339	0.237	34	11182	0.257	63	16487	0.379	OL 2	63054	1.448
6	10640	0.244	35	11572	0.266	64	14100	0.324	OL 3	240420	5.519
7	21524	0.494	36	6600	0.152	65	10686	0.245	OL 4	10187	0.234
8	10690	0.245	37	6600	0.152	66	9999	0.230	OL 5	3011	0.069
9	12186	0.280	38	6600	0.152	67	9933	0.228			
10	8431	0.194	39	6600	0.152	68	13056	0.300			
11	6995	0.161	40	6602	0.152	69	8606	0.198			
12	7331	0.168	41	6967	0.160	70	6749	0.155			
13	10894	0.250	42	9908	0.227	71	6743	0.155			
14	12905	0.296	43	7938	0.182	72	7128	0.164			
15	14310	0.329	44	6900	0.158	73	8041	0.185			
16	12797	0.294	45	6600	0.152	74	10715	0.246			
17	9935	0.228	46	6600	0.152	75	10692	0.246			
18	8756	0.201	47	6600	0.152	76	7713	0.177			
19	8157	0.187	48	6803	0.156	77	7856	0.180			
20	7808	0.179	49	6700	0.154	78	12022	0.276			
21	7795	0.179	50	12802	0.294	79	12609	0.289			
22	11762	0.270	51	6633	0.152	80	12655	0.291			
23	11462	0.263	52	6633	0.152	81	12353	0.284			
24	7161	0.164	53	6633	0.152	82	13386	0.307			
25	7236	0.166	54	6633	0.152	83	11152	0.256			
26	6913	0.159	55	7838	0.180	84	6684	0.153			
27	6951	0.160	56	9961	0.229	85	6684	0.153			
28	8842	0.157	57	9003	0.207	86	7194	0.165			
29	7234	0.166	58	9000	0.207	87	7236	0.166			

CITY OF STOUGHTON, 207 S. Forrest Street, Stoughton, WI 53589

ORDINANCE OF THE COMMON COUNCIL

Amending Sections 66-904 (8) of the Stoughton Municipal Code

Committee Action: Public Works Committee recommends approval 4 - 0

Fiscal Impact: None

File Number: O-7 - 2021

First Reading: March 9, 2021

Second Reading: March 23, 2021

The Common Council of the City of Stoughton do ordain as follows:

Sec. 66-904. - Range of required improvements.

- (8) *Stormwater drainage facilities.* Whenever in the opinion of the director of planning and development upon consultation with the city contract engineer there is within reasonable distance a storm sewer main, the subdivision or planned unit development shall be provided with a complete stormwater management system which shall connect with such main. If the subdivision or planned unit development is traversed by any watercourse or channel, stream or creek, either live or dry, the subdivider shall dedicate a right-of-way for storm drainage purposes conforming substantially with the lines of such natural watercourse or channel, stream or creek or, at the developer's option, subject to the approval of the plan commission and the public works committee, provide adequate storm drains or other means for the handling of storm flow from and through his property and including the conveyance thereof. In general, the entire stormwater management systems and the disposal of stormwater shall be planned and built to meet the approval of the director of planning and development upon consultation with the city contract engineer.

Aesthetics shall be taken into consideration in the design of stormwater detention basins. Curvilinear rather than rectangular shaped basins shall be used wherever possible. Exposed rip-rap shall be kept to a minimum. More extensive areas of rip-rap should be covered with a thin layer of topsoil, turf reinforcement, and sod or be covered by water. Fieldstone shall be used for rip-rap wherever possible to provide a more natural appearance. Structures shall be flush with the ground surface whenever possible. Outlet control structures shall be designed to blend into the side slopes of the basin rather than being exposed in the bottom of the basin. A landscaping plan with a minimum of one tree or substantial bush cluster per detention basin side or per 100 feet of the perimeter, whichever provides more plantings, is required. A minimum of 10 feet of level surface between the top of the detention basin slope and adjacent properties is desired.

The subdivider shall, at its own cost, construct curbs and gutters, catch basins and inlets, storm sewers, road ditches and open channel drainageways as may be required by the city. All such facilities are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow; the type of facility required, the design criteria and the sizes and grades to be determined, to present no hazard to life or property; and the size, type and installation of all stormwater drains and wastewater or sanitary sewers proposed to be constructed, shall be in accordance with the stormwater management plan and the plans and standards specifications

approved by the director of planning and development upon consultation with the city contract engineer. Curb and gutter installation may be delayed pursuant to subsection (4). Where such installations are delayed, the stormwater to be conveyed by the curb and gutter management system shall be maintained by the city at the expense of the developer.

Subdividers shall refer to the official map for site-specific standards related to the requirements of this section.

This ordinance shall be in full force and effect from and after its date of publication.

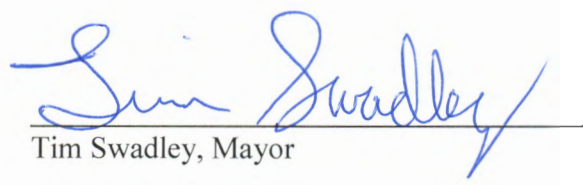
Dates

Council Adopted: 3-23-21

Mayor Approved: 3-23-21

Published: 4-1-21

Attest: 3-23-21



Tim Swadley, Mayor



Holly Licht, City Clerk



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

(608) 873-6619      [www.ci.stoughton.wi.us](http://www.ci.stoughton.wi.us)

RODNEY J. SCHEEL  
DIRECTOR

Date:            February 11, 2021

To:              Public Works Committee

From:          Rodney J. Scheel  
                  Director of Planning & Development

Subject:        Stormwater Pond Aesthetics

The Public Works Committee has requested changes to the City regulations regarding the aesthetics of large stormwater basins. We have prepared draft language to begin the discussion. It is modeled off regulations in Kenosha.

If you have any questions, please contact me.

Sec. 66-904. - Range of required improvements.

The following set of improvements shall be constructed within subdivisions or condominium plats within the corporate limits of the city, to the specifications provided:

- (1) *Survey monuments.* The subdivider or condominium developer shall install survey monuments placed in accordance with the requirements of Section 236.15, Wisconsin Statutes, and as the director of planning and development may require.
- (2) *Street grading.* After the installation of temporary block corner monuments the subdivider or condominium developer shall grade all streets proposed to be dedicated in accordance with standard specifications approved by the city. The subdivider or condominium developer shall grade the roadbeds in the street rights-of-way to subgrade.
- (3) *Street surfacing.* After the installation of all utility and stormwater drainage improvements, including necessary lateral connections, the subdivider or condominium developer shall surface all roadways in streets proposed to be dedicated to the widths prescribed by subsection 66-706. The surfacing shall be done in accordance with standard specifications approved by the city.
- (4) *Curb and gutter.* Within one year after the installation of all utility and stormwater drainage improvements including necessary lateral connections, the subdivider or condominium developer shall construct a 30-inch barrier concrete curb and gutter at pavement edges in accordance with standard specifications approved by the city. This requirement may be waived at the discretion of the city in areas designated for permanent rural use as reflected in the city's comprehensive plan. Wherever possible, provisions shall be made at the time of construction for driveway access curb cuts. The breaking or cutting of curbs will only be allowed for driveway aprons.
- (5) *Sidewalks and multiuse paths.* Concrete sidewalks shall be a minimum of five feet in width, and shall be required in accordance with the requirements of section 66-712. The construction of all required sidewalks, walkways, and multiuse paths shall be in accordance with standard specifications approved by the city.

Subdividers shall refer to the official map for site-specific standards related to the requirements of this section.

- (6) *Public sanitary sewerage systems.* The subdivider or condominium developer shall construct sanitary sewers in such a manner as to make adequate sanitary sewerage service available to each lot within the subdivision or condominium plat. The size, type, depth, minimum grade, and installation of all sanitary sewers proposed to be constructed shall be in accordance with standard specifications approved by the utilities director. The subdivider shall assume the cost of installing all wastewater or sanitary sewers 12 inches in diameter or less in size. Proposed sanitary sewer lines shall extend to the boundary lines of the tract being subdivided unless prevented by topography or other physical conditions or unless, upon consultation with the city contract engineer, such extension is not necessary or desirable for the coordination of the layout of the subdivision or condominium plat or for the advantageous development of the adjacent tracts. The minimum depth at the boundary lines shall be as proscribed by the utilities director. The subdivider or condominium developer shall install and complete the installation of sewer laterals to the street lot line prior to any paving, curbing or sidewalk construction. The subdivider or condominium developer shall assume the cost of installing all sanitary sewers
- (7) *Private sewage disposal systems.* If public sewer facilities are not available, the subdivider or condominium developer shall make provision for adequate private sewage disposal systems. If at the time of final platting, sanitary sewer facilities are not available to the subdivision or condominium plat, but will become available within a period of five years from the date of recording, the subdivider or condominium developer shall install or cause to be installed sanitary sewers and sewer laterals to the street lot line in accordance with this section and shall cap all laterals as may be specified by standard specifications approved by the utilities director.

- (8) *Stormwater drainage facilities.* Whenever in the opinion of the director of planning and development upon consultation with the city contract engineer there is within reasonable distance a storm sewer main, the subdivision or planned unit development shall be provided with a complete stormwater management system which shall connect with such main. If the subdivision or planned unit development is traversed by any watercourse or channel, stream or creek, either live or dry, the subdivider shall dedicate a right-of-way for storm drainage purposes conforming substantially with the lines of such natural watercourse or channel, stream or creek or, at the developer's option, subject to the approval of the plan commission and the public works committee, provide adequate storm drains or other means for the handling of storm flow from and through his property and including the conveyance thereof. In general, the entire stormwater management systems and the disposal of stormwater shall be planned and built to meet the approval of the director of planning and development upon consultation with the city contract engineer.

Aesthetics shall be taken into consideration in the design of stormwater detention basins. Curvilinear rather than rectangular shaped basins shall be used wherever possible. Exposed rip-rap shall be kept to a minimum. More extensive areas of rip-rap should be covered with a thin layer of topsoil, turf reinforcement, and sod or be covered by water. Fieldstone shall be used for rip-rap wherever possible to provide a more natural appearance. Structures shall be flush with the ground surface whenever possible. Outlet control structures shall be designed to blend into the side slopes of the basin rather than being exposed in the bottom of the basin. A landscaping plan with a minimum of one tree or substantial bush cluster per detention basin side or per 100 feet of the perimeter, whichever provides more plantings, is required. A minimum of 10 feet of level surface between the top of the detention basin slope and adjacent properties is desired.

The subdivider shall, at its own cost, construct curbs and gutters, catch basins and inlets, storm sewers, road ditches and open channel drainageways as may be required by the city. All such facilities are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow; the type of facility required, the design criteria and the sizes and grades to be determined, to present no hazard to life or property; and the size, type and installation of all stormwater drains and wastewater or sanitary sewers proposed to be constructed, shall be in accordance with the stormwater management plan and the plans and standards specifications approved by the director of planning and development upon consultation with the city contract engineer. Curb and gutter installation may be delayed pursuant to subsection (4). Where such installations are delayed, the stormwater to be conveyed by the curb and gutter management system shall be maintained by the city at the expense of the developer.

Subdividers shall refer to the official map for site-specific standards related to the requirements of this section.

- (9) *Public water supply facilities.* The subdivider or condominium developer shall construct water mains in such a manner as to make adequate water service available to each lot within the subdivision or condominium plat. The subdivider shall assume the cost of installing all water mains 12 inches in diameter or less in size. Proposed water supply lines shall extend to the boundary lines of the tract being subdivided unless prevented by topography or other physical conditions or unless, in the opinion of the utilities director, such extension is not necessary or desirable for the coordination of the layout of the subdivision or condominium plat or for the advantageous development of the adjacent tracts. If public water service is not available, the subdivider or condominium developer shall make provision for adequate private water systems as specified by the city, state, county and/or town. The subdivider or condominium developer shall install and complete the installation of all required water laterals to the street lot line prior to any paving, curbing or sidewalk construction.
- (10) *Other utilities.* The subdivider or condominium developer shall cause gas, electrical power, telephone, cable television, and other telecommunications facilities to be installed in such a

manner as to make adequate service available to each lot in the subdivision or condominium plat. No such utility service shall be located on overhead poles. All installations must be underground. Plans indicating the proposed location of all utilities required to serve the plat shall be approved by the city.

- (11) *Street lights.* The subdivider shall fund the installation of street lights along all streets proposed to be dedicated of a design compatible with the neighborhood, the type of development proposed, and city maintenance costs, as approved by the utilities director. Such lights shall be placed at each street intersection and at such interior block spacing as may be required by the utilities director.
- (12) *Street signs.* The city shall install at the intersection of all streets proposed to be dedicated a street name sign of a design specified by the city. The city shall also install regulatory signs along all streets as necessary. The subdivider or condominium developer shall be responsible for reimbursing the city for all costs associated with the purchase and installation of required street name and regulatory signs.
- (13) *Terrace trees.* The developer shall install or pay a fee to fund the installation of terrace trees. The number of required trees shall be determined using the methodology in section 10-2(5) of this Code. If the developer elects to install the required terrace trees, such installation shall be done in accordance with a tree planting plan approved by the public works director or their designee. The tree planting plan shall specify the number, species and location of required trees. If the developer elects to pay a fee to fund the installation of terrace trees, the fee shall be calculated using the methodology in section 10-2(6) of this Code.
- (14) *Driveways.* Where driveways are to be provided, a concrete apron from all property lines to the pavement edge of adjacent streets shall be installed and shall otherwise comply with the applicable requirements of the city's municipal code.

(Ord. No. 0-7-09, 6-23-2009; Ord. No. 0-8-2016, 5-24-2016; Ord. No. 0-5-2018, § 2, 2-13-2018)

**Public Works Committee**  
**Thursday, September 17, 2020**  
**(Virtual Meeting)**

**Members Present:** Tom Majewski, Sid Boersma, Fred Hundt and Mayor Swadley

**Absent/Excused:** Lisa Reeves

**Staff:** Public Works Director Brett Hebert and Vickie Erdahl

**Guests:**

**Call to Order:** *Majewski* called the meeting to order at 6:10 PM

1) **Communications:** *Hebert* reported:

- No large increases were requested in the 2021 Public Works Operating Budget, however, an additional \$3,000 increase was requested for tree planting infill since there is no more funds in the EAB account.
- A staff position for an Equipment Operator was requested for the Parks Department

2) **Approve August 20, 2020 Meeting Minutes:** Motion by Boersma seconded by Hundt to approve the minutes. Motion carried 3-0.

**Old Business:**

3) **Review Rollout of Curbside E-waste Program:**

The Public Works Committee approved the program for e-waste to be part of the bulk pick up for the City and will now be discussed at Council. The electronic pick up can occur twice a year in place of a regular monthly bulk pick up and must be called in to schedule.

The program will begin on January 1, 2021 at a charge of \$6.00/yr. or .50 cents per resident which will be put on the tax roll.

**New Business:**

4) **Review Council Goals Pertaining to Public Works:** Committee reviewed with the goals from the City Council for 2020. Staff will provide responses to various items pertaining to Public Works and Planning. Several items were discussed in greater detail see item #'s 5 & 6.

5) **Approve the Director of Public Works or Their Designee to Apply for the DNR Urban Forestry Projects Grant to Purchase Trees to Distribute to Residents to Replace Ash Trees on Their Property that were removed due to the Emerald Ash Borer:**

*Hundt* addressed the committee regarding the grant in which 40 bare root trees will be purchased and placed in a gravel bed. In the fall of 2021 these trees will be given to city residents who have had to remove ash trees on private property to restore canopy coverage.



The funds will be spent from the Tree Commission Donation Fund. Total Cost of the project of \$4,144.60 with half of that cost being reimbursed back to the city by the DNR upon completion. The city's share of the project is \$2,072.30 with \$1,344.60 of that cost being covered by staff and volunteer time. Therefore, the city portion of the project is \$727.70. This cost will be borne by the Tree Commission Budget, which currently has in excess of \$4,800 in that account.

The grant needs to be submitted by October 1, 2020 to be considered.

**Motion by Hundt and seconded by Boersma to move forward with the process and submit the application for the 2021 Grant to the Department of Natural Resources Grant.**

**Motion carried 4-0 with the Mayor voting yes.**

- 6) **Discuss the creation of a storm water basin design standard:** *Majewski* would like a storm water basin design standard/ordinance developed for the city stating that he would like the shape and esthetics of the basins to be more natural.

*Scheel* stated that the DNR has standards and design criteria in place that could be reviewed.

*Hebert* stated that the committee should also consider and discuss the maintenance after installation.

Committee members will research topography and designs for basins and bring the information to a future meeting.

- 7) **Discussion on the Minimum Terrace Widths for New Developments:** *Majewski* would like a review of the right-of-way standards and minimum terrace widths. *Scheel* stated that the standards were updated in 2009 and in newer subdivisions the terrace widths are substantially larger along and remember there is a lot of competition for the right-of-way.

A suggestion made was that when designing a new subdivision, terrace widths be determined by what category the road is (i.e. main or collector street) and a width that can support the urban forest.

- 8) **Discussion Pertaining to the DOT Inspection of the Jefferson St Pedestrian Bridge:** *Hebert* stated that as of September 17, 2020 the bridge had been closed until further notice as the State had deemed the bridge structurally unsafe. The annual inspection report should be received by next week. At that point Strand can develop a design and costs to either remove or repair the bridge. *Hebert* will bring the costs to the committee when available.

The bridge was already in the CIP budget for 2021 to remove or replace. *Mayor Swadley* stated that a federal grant had been applied for, however, we did not receive the grant –

- should we apply again in 2021 and put off making a decision for another year?
- Is the bridge even worth repairing?
- Remove and not replace? *Majewski* stated that the last time this issue was brought up, a lot of people showed up at the public meeting in support of keeping the bridge
- Get data on usage of the bridge and other similar structures
- Look at another type of grant through the DNR

- 9) **Future Agenda Items:** Storm Water Basins, Pedestrian Bridge and Terrace Widths

**10) Adjourn: Motion to adjourn by Majewski, seconded by Hundt to adjourn the meeting at 6:52 pm. Motion carried 3-0. Respectfully submitted by Vickie Erdahl**

DRAFT

**Public Works Committee**  
**Thursday, January 19<sup>th</sup>, 2023**  
**(Hybrid Meeting)**

**Members Present:** Tom Majewski, Jean Ligocki, Kay Rashka, Fred Hundt, Jeffrey Bartzen and Mayor Swadley

**Absent/Excused:** Rachel Venegas

**Staff:** Public Works Director Brett Hebert, Planning Director Rodney Scheel

**Guests:**

**Call to Order:** *Majewski* called the meeting to order at 6:01 PM

1) **Communications:**

- *Director Hebert* presented a breakdown of snow totals for the last four years. We are averaging 21.75 snow events, 44 inches of snow and using 522.5 tons of salt

2) **Approve December 15<sup>th</sup>, 2022 Meeting Minutes:** Motion by Hundt to approve the minutes and seconded by Ligocki. Motion carried 5-0.

**3) Old Business: Discuss and Possible Approval of Public Stormwater Basin Design Language:**

*Director Scheel* presented the current ordinance and highlighted the area that was modified in 2021 along with the suggested language provided by *Majewski*. Discussion was had of how and where to insert the new language; in which everyone was in favor for. *Hundt* proposed the new verbiage of “Basins shall be designed to appear as a naturally formed body of water with irregular and imperfect flowing shoreline with curving appearance and no angular or geometric shapes” to be inserted after the first sentence of the current ordinance. *Bartzen* also suggested to put in specifics; “For example; no perfectly symmetrical circles, ovals, rectangles or squares”

**Motion to accept the proposed new language to go to Council for approval, seconded by Ligocki. Motion carried 5-0**

**New Business:**

4) **Review and Approve Cost Allocation Framework for Joint Street and Utility Projects:**

*Director Hebert* presented a breakdown of upcoming joint street construction projects that he, *Scheel* and *Jill Weiss* (Utility Director) have been working on for the last few months. The framework specifies which department would be financially responsible for each project.

**Motion by Hundt to approve and bring to Council for approval, seconded by Majewski. Motion carried 5-0**

## **5) 2023 Street Construction Project Overview:**

### **a) Jackson St – Path vs Sidewalk Replacement**

*Director Scheel* presented areas to take into consideration for this project as well as a breakdown of estimate cost for asphalt (\$169,910) vs concrete (\$186,160). It was found that concrete would be about \$16,000 more than asphalt however, it was pointed out it concrete would potentially last 10-15 years longer than asphalt if installed properly. If the shared-use path is not installed, the estimated cost to replace defective sidewalk in area proposed for the shared-use path is \$65,000. ***The committee supports moving forward with a concrete shared-use path on the south side of Jackson Street from USH 51 to Silverado Drive.*** This compliment the 2023 shared-use path project that will extend along the west side of Paradise Pond from Jackson Street north to the 51 West Development.

### **b) Kensington Square – Sidewalk Infill**

*Director Scheel* reported this year's project will include infilling sidewalk on the west side of Kensington Square north of Jackson Street. There is one parcel that is missing sidewalk and this infill will connect existing sidewalk on both ends.

### **c) Bickley Ct**

*Director Scheel* presented the plan from Strand along with current pictures of the area showing there currently is no sidewalk in place now; with the exception of an area that has a sidewalk that does not connect or lead anywhere. He explained that they could taper the driveways to create a better apron instead of putting in sidewalks since there is very little pedestrian traffic in this area. ***The committee supports moving forward without provisions for sidewalks to be installed now or in the future on Bickley Court. This will allow driveway aprons to be installed without sidewalk installed through them. Also, the small existing sidewalk sections will be removed.***

### **c) Miscellaneous Design Items**

*Director Scheel* went over the preliminary design layout for the S. Fourth St reconstruction project, which is part of the BIL grant program, from Milwaukee St to Isham. A 10-foot-wide multi-use path is slated to be included in the project on the west side of the road. The committee discussed removing the existing intermittent sections of sidewalk on the east side of the road. ***The committee supports moving forward with the project design that will remove the existing sidewalk on the east side of South Fourth Street south of Mandt Parkway and reducing the street width to 33 feet south of Mandt Parkway and 39 feet north of Mandt Parkway.***

### **d) Construction Project Open House**

*Director Scheel* stated a direct mailer is going out this week and the Open House will take place January 30<sup>th</sup> at 6:00pm at the Fire Department.

## **6) Norse Park Playground Design Ideas:**

*Director Hebert* presented a design guide to replace the current playground. The idea of a Nordic/Viking theme with ideas of a Viking ship, swings nautical climbing structure along with ADA sensory features were sent to vendors for proposals.

7) **Future Agenda Items:**

8) **Adjourn:** Motion to adjourn by Ligocki, seconded by Rashka to adjourn the meeting at 7:10pm pm. Motion carried 5-0

Respectfully submitted by Jen Wagner 1/20/2023

DRAFT

CITY OF STOUGHTON, 207 S. Forrest Street, Stoughton, WI 53589

ORDINANCE OF THE COMMON COUNCIL

Amending Sections 66-904 (8) of the Stoughton Municipal Code

Committee Action: Public Works Committee recommends approval 6 - 0

Fiscal Impact: None

File Number: O - - 2023

Date Introduced: February 14, 2023

The Common Council of the City of Stoughton do ordain as follows:

Sec. 66-904. - Range of required improvements.

(8) *Stormwater drainage facilities.* Whenever in the opinion of the director of planning and development upon consultation with the city contract engineer there is within reasonable distance a storm sewer main, the subdivision or planned unit development shall be provided with a complete stormwater management system which shall connect with such main. If the subdivision or planned unit development is traversed by any watercourse or channel, stream or creek, either live or dry, the subdivider shall dedicate a right-of-way for storm drainage purposes conforming substantially with the lines of such natural watercourse or channel, stream or creek or, at the developer's option, subject to the approval of the plan commission and the public works committee, provide adequate storm drains or other means for the handling of storm flow from and through his property and including the conveyance thereof. In general, the entire stormwater management systems and the disposal of stormwater shall be planned and built to meet the approval of the director of planning and development upon consultation with the city contract engineer.

Aesthetics shall be taken into consideration in the design of stormwater detention "wet" basins, with the goal of appearing more as a naturally formed than as engineered. Wet basins shall have an irregular, curving appearance at the permanent pool elevation (see Exhibit 8A), while the top edge of the basin may generally follow straight lines, with the result that the side slopes of the basin between those elevations will vary around the basin. Basin corners at the top edge shall have a typical minimum radius of 25 feet, if attainable, but not less than 10-foot radius. The distance between the top of the containment/embankment and the property line shall vary. The landscaping plan for wet basins shall include a mix of trees and shrub clusters (3 or more per cluster) totaling 15 landscaping points (following Sec. 78.603) per detention basin side or per 100 feet of pond perimeter, whichever provides more plantings, however trees shall be located such that the tree canopy at maturity will remain outside the top edge of the basin to prevent root damage to the basin.

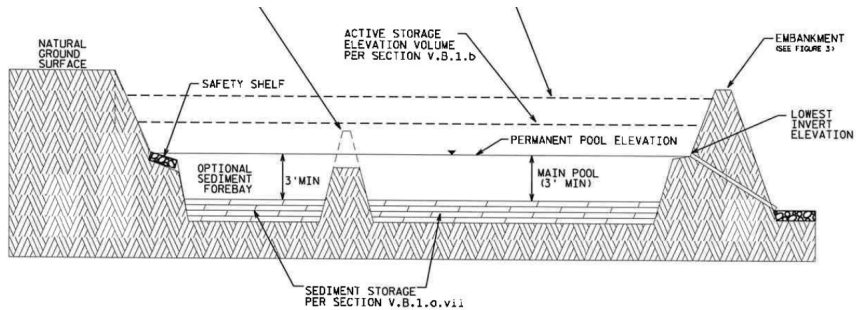
**Deleted:** Basins shall be designed to appear as a naturally formed body of water with irregular and imperfect flowing shoreline with curving appearance and no angular or geometric shapes. (For example, no perfectly symmetrical circles, ovals, rectangles or squares.)

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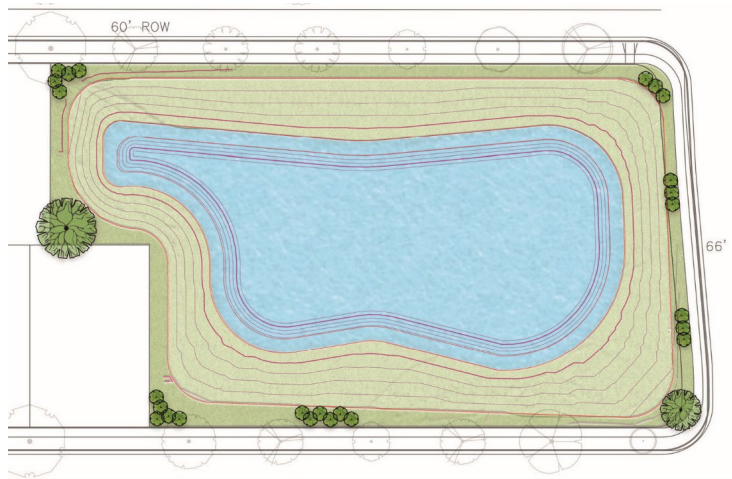
**Deleted:** Curvilinear rather than rectangular shaped basins shall be used wherever possible. Exposed rip-rap shall be kept to a minimum. More extensive areas of rip-rap should be covered with a thin layer of topsoil, turf reinforcement, and sod or be covered by water. Fieldstone shall be used for rip-rap wherever possible to provide a more natural appearance. Structures shall be flush with the ground surface whenever possible. Outlet control structures shall be designed to blend into the side slopes of the basin rather than being exposed in the bottom of the basin. A landscaping plan with a minimum of one tree or substantial bush cluster per detention basin side or per 100 feet of the perimeter, whichever provides more plantings, is required. A minimum of 10 feet of level surface between the top of the detention basin slope and adjacent properties is desired.

**Exhibit 8A. Conceptual Typical Section**

(Source: Wisconsin DNR Wet Detention Pond Technical Standards)



**Exhibit 8B. Conceptual Design**



The subdivider shall, at its own cost, construct curbs and gutters, catch basins and inlets, storm sewers, road ditches and open channel drainageways as may be required by the city. All such facilities are to be of adequate size and grade to hydraulically accommodate maximum potential volumes of flow; the type of facility required, the design criteria and the sizes and grades to be determined, to present no hazard to life or property; and the size, type and installation of all stormwater drains and wastewater or sanitary sewers proposed to be constructed, shall be in accordance with the stormwater management plan and the plans and standards specifications approved by the director of planning and development upon consultation with the city contract engineer. Curb and gutter installation may be delayed pursuant to subsection (4). Where such installations are delayed, the stormwater to be conveyed by the curb and gutter management system shall be maintained by the city at the expense of the developer.

Subdividers shall refer to the official map for site-specific standards related to the requirements of this section.

This ordinance shall be in full force and effect from and after its date of publication.

Dates

Council Adopted: \_\_\_\_\_

Mayor Approved: \_\_\_\_\_

\_\_\_\_\_  
Tim Swadley, Mayor

Published: \_\_\_\_\_

Attest: \_\_\_\_\_

\_\_\_\_\_  
Candee Christen, City Clerk



**2023**

**CITY OF STOUGHTON, WI**

**TREE REMOVALS, STUMP GRINDING AND  
SURFACE RESTORATION SPECIFICATIONS  
AND AGREEMENT**

**CITY OF STOUGHTON  
TREE REMOVAL, STUMP GRINDING, AND  
RESTORATION SERVICES**

**Introduction.** The City of Stoughton (hereinafter referred to as the City), located in Dane County, is soliciting bids for the removal of street trees within the public right-of-way at various locations throughout the city. Additionally, the City wishes to establish hourly rates for work that falls outside of the public road right-of-way, as well as hourly rates for emergency services. This document shall provide the contractor with an overview of the expectations for the removal, stump grinding and restoration for all City tree removals that are performed by the contractor.

**Definitions.** Words, phrases, or other expressions used in the RFP and in the Contract(s) document shall have meanings as follows:

*City* = the City of Stoughton, Wisconsin.

*Contract(s) Period* = shall be from February 25, 2019 thru February 25, 2020 and any extension(s) thereafter.

*Contractor* = the entity named and designated as the Contractor in the Contract(s).

*Department* = the City of Stoughton Department of Public Works.

*Proposal* = response to this Request for Proposals, including the Statement of Qualifications and other submittals.

*Selected Proposer(s)* = proposer(s) who is/are selected by this procurement process to provide the requested services and facilities.

**Contract Period** The contract period will commence on the date the contract is approved and signed by both the City and the contractor and shall be valid for twelve (12) months from the date of signature. There is an option to extend the contract up to two (2) additional years (in one-year increments) upon mutual agreement of both parties.

**Minimum Qualifications** As a minimum, the crew supervisor(s) must be a current International Society of Arboriculture (ISA) Certified Arborist. Their name(s) and certification number(s) must be included in the bid document to be considered for this project. Any change in the status of the “certified” individual(s) during the life of this contract must be reported to the City at the time of occurrence. All certification numbers will be verified through the ISA’s office. Failure to have a certified arborist on site at all times may result in termination of the contract.

Employees working around energized electrical facilities must be properly qualified and certified to do so.

Please fill out the Statement of Qualifications and Commercial References (Attachment B) at the end of this document.

**Certificate of Insurance.** The Certificate of Insurance shall be provided to the City only by the Selected Proposer(s) after notification by the City, for the types and amounts listed required by the City. The City must be notified in writing at least ten (10) days prior to any cancellation of material change in the policies specified therein, and reserves the right to approve any such changes.

**Right to Reject.** The City reserves the right to reject any and all proposals for any reason deemed appropriate, or to accept all or part of a proposal determined to be in the best interests of the City. The City’s decision shall be final.

**Contract(s) for Services.** The Contractor and the City must execute the contract(s) within 90 days of the Notice of Award. The contract(s) shall be comprised of the contents of this RFP and revisions, the proposal of the successful proposer(s) and additional terms agreed to in writing by the City and the selected proposer. The City may choose an alternate contractor(s) should the selected proposer fail to execute the contract(s) within 90 days of the Notice of Award.

## **SCOPE OF SERVICES**

### **Tree Removal, Stump Grinding and Restoration Services**

**Tree Removal** Contractor(s) shall be experienced in the removal of trees in accordance with standards set forth by the arboriculture industry as

specified in ANSI Z 133.1 especially sections 6.7 Log Loaders, Cranes and Related Hoists, 9.4 Lowering Limbs and 9.5 Tree Removal.

- A. Trees shall be removed in their entirety.
- B. Ropes or other mechanical devices shall be used to lower all limbs of sufficient size that may cause damage to other trees or surrounding public or private property.
- C. Work shall include removal of all basal sprouts, brush within three feet of the trunk.
- D. Limbs and trunks temporarily placed in the terrace areas shall be placed in such a manner as to eliminate any obstruction to motor vehicles and pedestrians. Brush and limbs overhanging a curb or pavement shall not be acceptable and under no circumstances shall these materials be allowed to lay on City property overnight.
- E. Contractor(s) shall remove all trees in locations specified in the Tree Removal Lists, which will be provided to the Contractor by the City Forester throughout the contract.

**Tree Stump Removal.**

- A. The Contractor(s) shall have all stump locations surveyed for underground utilities prior to stump grinding. (Diggers Hotline 811)
- B. The stumps and buttress roots are to be removed in all instances, and the stumps shall be cut deep enough to sever them from the root system. All surface roots within six feet (6') of the stump shall be removed.
- C. No damage is allowed to the lawn further than six (6) inches from any removed surface root without the approval of the homeowner and the Director of Public Works or their designee.
- D. To avoid creating a potential hazard to the public, the stump holes are to be filled as soon as physically possible with top soil, mounded enough to compensate for settling and compaction, and in no event shall be left without a warning device alerting the public to the potential dangers of the hole.
- E. If left unattended prior to backfilling, barricades or road cones shall be placed around the hole, in a manner that provides adequate warning to the general public.
- F. Ground wood chips and stump grindings from the stump removal shall be removed from the hole and disposed of at the Contractor's expense.

**Restoration (after stump grinding).**

- A. The Contractor(s) shall ensure that all wood chips and debris generated by the grinding process are removed from the stump location.
- B. Loamy or sifted topsoil (free of woodchips and debris) shall be used to backfill the hole. A two (2) to three (3) inch mound of topsoil shall be used to allow for settling. All areas around the removed stump shall be graded to match the existing grade of the area.
- C. Vehicles and equipment used to perform tree care services (e.g., aerial lift, wood chipper, support vehicles) will, to the extent feasible, be positioned on paved or gravel surfaces. When it is necessary to operate vehicles or equipment on turf or on tree root zones the Contractor(s) shall use ground protection equipment to protect soil from compaction and turf damage.
- D. Contractor(s) shall protect the adjacent lawn areas. Contractor(s) will be responsible for the repair of any ruts or other damage caused by their actions during the execution of this Contract(s).
- E. Contractor(s) shall prepare a seed bed with no soil particles larger than one inch and seed the site including any disturbed ground.
- F. The grass seed shall be the DOT 40 Mixture which is 35% Kentucky blue grass, 25% perennial rye grass, 20% creeping fescue and 20% hard fescue or other mix that has prior approval from the Director of Public Works or their designee. Seed must have a minimum purity rate of 97%, minimum germination rate of 80% to meet approval of the City and applied at a rate of one pound per 100 square feet.
- G. Straw or hay shall be applied evenly over the seeded area to a depth of no less than one inch (1"). Place the straw or hay loosely or open enough to allow sunlight to penetrate to the soil, but thick enough to shade the ground, conserve soil moisture, and prevent or reduce erosion.

**Clean Up.**

- A. The work site shall be left as clean as or cleaner than its pre-work condition.
- B. Tree limbs and other parts dropped or lowered from the tree shall be kept off private property unless the Contractor(s) receives approval to enter private property from the property owner.

- C. All debris from tree removal operations shall be removed from the site the same day. No debris is to remain on site overnight.
- D. The Contractor(s) shall remove all equipment, materials and debris from the street as the work progresses so that the public may have the use of the streets a maximum amount of time.
- E. The Contractor(s) shall leave the work site raked and swept clean and in an orderly condition before moving to the next work area.
- F. Each work site shall be cleaned completely of all logs, branches, twigs, wood chips and sawdust by raking thoroughly on lawn areas and by sweeping of streets and sidewalks.
- G. More specifically, all wood chips, wood dust or any other materials generated during the job shall be removed from the work site before completion. The work site includes the street and curb, parkway, sidewalk, private lawns, driveways and any area affected by the work. If site cleanup is to be delayed for any particular reason, barricades, cones and/or caution tape must be used until the site is clean as determined by the City's representative.

#### **Disposal of Wood Products**

- A. Contractor(s) shall legally dispose of all tree material generated on City Property compliant with Local, State and Federal regulations regarding the movement of Emerald Ash Borer wood as the State of Wisconsin is completely quarantined. For an updated map, visit <http://emeraldashborer.wi.gov> or call 1-877-303-9663.
- B. Tree trunks that will be saved, indicated on the Tree Removal Lists, shall be cut into long segments, no less than 8 feet in length and transported to the Public Works Facility. These logs will be used by the City for reuse in the community.
- C. All other logs and trunks are the responsibility of the Contractor to dispose of.
- D. Wood chips and stump grindings must be hauled off the work site and disposed of at the Contractor's expense.

#### **Protection of Property**

- A. The Contractor(s) shall notify the City when they will start and complete any work under this RFP and the Contract(s) five (5) working days prior to beginning the work.
- B. The Contractor(s) shall take all necessary precautions to eliminate damage to adjacent trees and shrubs, lawns, curbs, walks, or other real or personal property. Holes made in the lawn, regardless of size, shall be filled with topsoil soil and seed as specified in 4.1.3.

Vegetation surrounding a tree marked for removal/pruning shall be disturbed as little as possible.

**Protection of Utilities.**

- A. Removal operations may be conducted in areas where overhead electric, telephone, and cable television facilities exist. The Contractor(s) shall protect all utilities from damage, shall immediately contact the appropriate utility if damage should occur, and shall be responsible for all claims for damage due to the operation.
- B. Utility agencies shall be contacted by the Contractor(s) any time assistance is needed to work safely around overhead or underground utility facilities.

**Other Conditions of Service and Facilities**

**Evaluating Quality of Work and Unsatisfactory Service.** The performance of the Contractor(s) under the Contract(s) shall be evaluated by the department. If at any time during the Contract(s) period performance satisfactory to the City is not attained, the City will notify the Contractor(s) in writing. The City will outline the unsatisfactory performance and state the level of performance which the Contractor(s) will need to achieve in order to be considered satisfactory. The Contractor(s) shall immediately take all necessary steps including but not limited to, increasing the work force, equipment and/or vehicles as needed to properly perform the work for the Contract(s). Failure of the City to give such notification shall not relieve the Contractor(s) of obligation to perform the work at the time and in the manner specified by the Contract(s).

**Supervision and Labor.** The Contractor(s) shall provide competent supervision for the work, to ensure work is performed according to Contract(s) specifications. Competent and skilled workers must be used to conduct the work.

**Nondiscrimination.** The Contractor(s) will not discriminate against any qualified employee or qualified applicant for employment because of race, color, national origin, ancestry, religion, age, marital status, disability, sex, or sexual orientation.

**Affirmative Action.** Contractor(s) agrees to adopt an affirmative action plan to increase in its partners, associates, and employee members of under-represented groups in all of its departments, job classifications, and salary categories.

**Safety.** The Contractor(s) shall provide and maintain all safety accommodations for the use and protection of its employees, City employees, or visitors, as may

be necessary to provide for their health and welfare and comply with federal, state, and local codes and regulations.

**Traffic Safety.**

- A. Traffic control shall be the total responsibility of the Contractor(s), and shall be coordinated with the department.
- B. The Contractor(s) shall be solely responsible for pedestrian and vehicular safety and control within the work site, and shall provide all necessary warning devices, barricades, and ground personnel needed to give safety, protection, and warning to all persons and vehicles in the work site.
- C. Blocking of public streets shall not be permitted without consent of the department.
- D. Traffic control shall be accomplished in conformance with the manual on uniform Traffic Control Devices (MUTCD).
- E. Contractor(s) shall provide proper precautions to ensure public safety until all work is completed at each tree location.

**Work Hours.** The contractor(s) shall work in accordance with the City of Stoughton Offenses against public peace, Order and other public interests (City Code 50.5 (c)(3)(f) Construction or repair of buildings). **Unless authorized by the Director of Public Works or their designee due to emergency circumstances, construction equipment may only be operated between the hours of seven (7) a.m. to seven (7) p.m. and no work on Sundays.**

**Invoicing and Payment Terms.** The Contractor(s) shall furnish invoices to the City within thirty (30) days after the conclusion of each Tree Removal List. The City agrees to pay the Contractor(s) at the rates specified by the Contract(s) within thirty (30) days from the date of City receipt of the Contractor(s)'s invoice for all work completed.

**Liability Protection.**

**Indemnification:** The Contractor(s) shall indemnify and hold the City, its officers, agents and employees, harmless from any and all claims for income or revenue, costs and expenses, including reasonable attorneys' fees, arising out of any acts or omissions of the Contractor(s), its employees, agents and sub-contractors(s) during the performance of the Contract(s).

**Safety Rules and Regulations:** The Contractor(s) shall initiate, maintain and supervise all safety programs connected with the performance of this



Contract(s). The Contractor(s) shall also take reasonable safety precautions to prevent damage to property and injury to persons on or adjacent to the work site. The Contractor(s) shall comply with all applicable laws, ordinances, rules, regulations and orders of any public authority having jurisdiction over the work site and the persons at the site. The Contractor(s) shall pay all claims for property damage or personal injury caused by the Contractor(s), its employees, agents or sub-contractors(s).

**Insurance:** The Contractor(s) shall, at its expense, procure the following insurance policies from insurance companies licensed to do business in the State of Wisconsin, with Best's ratings of no less than "A" in amounts and coverage's not less than set forth. All insurance companies and required endorsements shall be approved by the City prior to execution of the Contract(s). The Contractor(s) shall also require all sub-contractors(s) to procure identical insurance coverage's to those required of the Contractor(s) herein.

**A. Commercial General Public Liability Insurance:** The Contractor(s) shall procure a Commercial General Liability policy with the following standard limits:

General Aggregate Limit (other than Products/Completed Operation	\$2,000,000
Products/Completed Operations Aggregate Limit	\$2,000,000
Personal & Advertising Injury Limit	\$1,000,000
Each Occurrence Limit	\$1,000,000
Fire Damage Limit/Any One Fire	(NA)
Professional Liability per Claim and Aggregate	\$1,000,000

The Commercial General Liability policy will include protection for:

1. Bodily Injury and Property Damage Liability arising from premises, operations, products and completed operations.
2. Contract(s) Liability coverage to the Contract(s) and related Contract(s), including sub-contract(s).

3. Coverage for bodily injury or personal injury inflicted by one Contractor(s) employee upon another.

**B. Worker's Compensation and Employers' Liability Policy:** The Contractor(s) shall provide a Worker's Compensation policy with Employers' Liability coverage from a carrier licensed in Wisconsin providing standard limits.

**C. Commercial Automobile Liability Insurance:** The Contractor(s) shall provide Commercial Automobile Liability insurance covering all vehicles and equipment used by the Contractor(s) in the performance of the Contract(s) and all operators thereof in the amount of \$1,000,000. The policy should cover:

1. All owned, non-owned or hired vehicles.
2. Uninsured/Underinsured Motorist Liability coverage at full policy limits.
3. Cross-suits.
4. Bodily injury and property damage for the transportation of mobile equipment by a vehicle used by the Contractor(s) in the performance of the Contract(s).
5. Coverage for injuries caused by fellow employees.
6. Contractual liability coverage for the Contract(s) and related Contract(s), including sub-contract(s).

**D. Certificate of Insurance:** The Contractor(s) shall provide the City with a certificate of insurance coverage required by the Contract(s). The certificate shall name the city as an additional insured and shall provide that the policies of insurance shall not be canceled or altered without thirty (30) days prior written notice to the City. Said duty to notify the City of cancellation or alteration must be provided without any qualification or limitation. Such certificates shall be kept current for the duration of the Contract(s) or during any further period of time wherein the Contractor(s) is under any duty of performance hereunder. The City shall be named as an additional insured on the general liability and automobile policies specified above and shall have the right to receive copies of all of the policies and endorsements thereto provided for herein upon reasonable demand therefore during the Contract(s) Period and for one year after its expiration.

**Evaluation of Contract(s) Performance.** The performance of the Contractor(s) under the Contract(s) shall be evaluated by the City Forester. If at any time during the Contract(s) Period performance is not satisfactory to the City and the Contractor(s) did not make the necessary changes in procedures, and/or equipment as directed by the City to achieve satisfactory performance, the City shall notify the Contractor(s) in writing that the City shall take all necessary steps to follow through on disputes, breaches, appeals and other considerations arising from such evaluations as covered under the Contract(s) Provisions 5.0 through 5.5.

The contractor shall provide weekly progress updates to the City Forester.

**Breach by the Contractor(s).** The term “Material Breach” shall mean the failure on the part of the Contractor(s) in the performance of the covenants and conditions set forth herein and the Contract(s), or any conditions which would substantially interfere with the continuity or manner of performance of the Contract(s) services or work.

- The City may institute judicial proceedings for specific performance of the Contract(s) or other appropriate legal remedy.

The City shall give not less than 24 hours’ written notice to the Contractor(s) of intent to declare such breach by the Contractor(s), who shall have not longer than 48 hours to rectify such claimed breach; in the event such breach is not rectified within such time, the City shall have the right to elect its remedy as aforesaid.

**Contract(s) Reopening.** The Contract(s) or any portion thereof may only be reopened for renegotiation without damages at the City’s option. The City of Stoughton reserves the right to extend the Contract an additional year upon mutual agreement of both parties.

**ATTACHMENT A      PROPOSAL FORM**

<p><b>City of Stoughton Official Proposal Form Tree Removals, Grinding, and Restoration</b></p>	
<p>Business Name _____</p>	
<p><b>Tree Removal</b></p>	
<b>DBH Range</b>	<b>Price/in.</b>
2"-12"	
13"-18"	
19"-24"	
25"-30"	
31"+	

<p><b>Stump Grinding and Restoration</b></p>	
<b>DBH Range</b>	<b>Price/in.</b>
2"-12"	
13"-18"	
19"-24"	
25"-30"	
31"+	

**City of Stoughton  
Official Proposal Form  
Hourly Contractual Work**

Business Name \_\_\_\_\_

**Tree Removals Outside of the Right-of-Way During Regular  
Business Hours**

Please provide hourly rates for a crew plus equipment to complete work during  
business hours that falls outside the scope of street tree removals below

Tree Removal Hourly Rate: \_\_\_\_\_

Stump Grinding and Restoration Hourly Rate: \_\_\_\_\_

**Emergency Assistance**

Please provide hourly rates for a crew plus equipment to provide emergency  
assistance, including storm damage situations below

Tree Removal Hourly Rate: \_\_\_\_\_

Stump Grinding and Restoration Hourly Rate: \_\_\_\_\_

## Attachment B – Statement of Qualification and Commercial References

Please provide a list of employees that will be working on projects within the City.

Employee Name	Title	Certifications	Employment Tenure

Please provide two (2) commercial references who can attest to your ability to fulfill this contract. Include names, addresses and phone numbers.

Contact Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

Contact Name: \_\_\_\_\_  
Organization: \_\_\_\_\_  
Address: \_\_\_\_\_  
\_\_\_\_\_  
Phone: \_\_\_\_\_

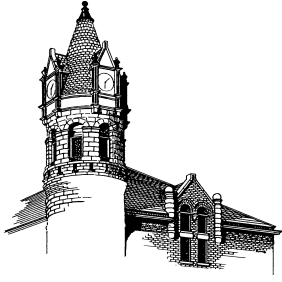


## 2023 Tree Removal and Restoration Bid Tab

		Tree Wise Men		Jim's Tree Service	
Item No.	Item Description Diameter Classes (DPH)	Unit Price-Removal (per DBH)	Unit Price-Restoration (per DBH)	Unit Price-Removal (per DBH)	Unit Price-Restoration (per DBH)
1	2-12 inches	\$ 20.50	\$ 4.50	\$ 21.75	\$ 6.10
2	13-18 inches	\$ 24.50	\$ 5.00	\$ 21.75	\$ 6.10
3	19-24 inches	\$ 29.50	\$ 6.00	\$ 21.75	\$ 6.10
4	25-30 inches	\$ 33.75	\$ 6.50	\$ 21.75	\$ 6.10
5	31+ inches	\$ 39.50	\$ 7.00	\$ 21.75	\$ 6.10
6	Hourly rate for a crew plus equipment to do work during regular business hours	Tree Removals	Stump Grinding and Restoration	Tree Removals	Stump Grinding and Restoration
		\$ 720.00	\$ 180.00	\$ 375.00	\$ 250.00
7	Hourly rate for a crew plus equipment to provide emergency assistance	Tree Removals	Stump Grinding and Restoration	Tree Removals	Stump Grinding and Restoration
		\$ 1,250.00	\$ 320.00	\$ 500.00	\$ 250.00

Low Bid





CITY OF STOUGHTON  
**PUBLIC WORKS DEPARTMENT**

2439 County Rd A, Stoughton, WI 53589  
(608) 877-8684 Office  
(608) 877-8387 Fax

BRETT HEBERT  
*Director of Public Works*  
BHebert@ci.stoughton.wi.us

Date: February 8, 2023

To: Public Works Committee Members

From: Brett Hebert – Director of Public Works

Subject: Bulk on Call Program Limits

Public Works Committee Members,

The City of Stoughton has had a bulk collection program since for over ten years. Johns Disposal collects bulky items curbside once per month for items that will not fit into the standard trash or recycling cart. For the most part, our residents do not abuse or take advantage of the program. On occasion, some residents set out an excessive amount of trash to be collected as part of the bulk collection program.

Many of these instances of abuse are from homeowners or tenants moving out. Some may be from excessive trash accumulation from various sources throughout the month.

Currently, there technically are no limits to the amount of volume that residents can put out to the curb for John Disposal to collect. The types of setouts in the pictures to the right were not the intention of the program. Neighbors get upset with the amount of trash that is put out at some of these residences and also these large trash piles may attract unwanted rodents to the area. The intent of the program was to collect large furniture items that wouldn't fit in the cart or other items that need to be properly disposed of such as tires. The program is also in place to collect a few extra bags of trash that may not fit in the cart.



With that being said, we would like to institute limits to what residents can set out to the curb. We have been working with John's Disposal to understand what is a reasonable amount of excess trash that should be allowed as part of the bulk on call program.

We would like the committee to consider the following ordinance change to Section 62-2 and subsequent item limits:

**Sec. 62-2. - Dumping in park row prohibited.**

No person shall dump any refuse, furniture, appliances or junk in the park row unless during scheduled collections authorized by the city. **Oversized or Bulk Trash, as defined in section 62-37, placed on the terrace for collection by the City's contracted hauler, shall not exceed the limits approved by the City Council and shall be listed on the City of Stoughton Public Works Website.** Brush or leaves may be stored in the park row no more than ten days prior to the scheduled collection time authorized by the city. If the occupant or owner does not comply with this article, the city shall notice the owner or occupant, giving them one week to rid the park row of such refuse, then the city shall cause the refuse to be picked up and the expense reported to the finance director, who shall annually enter such expenses on the tax roll as a special tax against the lot or parcel of land, pursuant to Wis. Stats. § 66.0627. The owner or occupant shall also be subject to citation for each violation of this section, with penalties as set forth in [section 1-3](#).

**Acceptable Items and Limits:**

<b>Bulk Items</b>	<b>Monthly or Annual Limits</b>
Excess trash	(2) 32 gallons trash cans or (4) bags of trash
Recyclable materials	Unlimited - Boxes must be broken down and loose recycling material must be contained
Furniture	(2) Pieces of Furniture
Appliances (including those that contain CFC's).	(1) Appliance
Automotive / Light truck tires	(2) two tires per collection, total of eight per year).
Drain oil or Antifreeze	(5 Gallons) - must be capped / sealed and clearly labeled
Automotive Batteries	(1) Automotive Battery
Construction Materials	(2)- 32-gallon containers, weighing no more than 60 lbs.
E-Waste	(1) electronic per pickup, maximum two electronics per home per year, no household waste may be included with an electronic pickup

**Sec. 62-37. - Definitions.**

*Oversize and bulky waste* means large items such as furniture, mattresses, carpeting, and other large items the proportions of which are not easily reduced. It shall not include construction or demolition materials of substantial dimensions, yard waste or major appliances.

Respectfully,

Brett Hebert

Director of Public Works