



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

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

RODNEY J. SCHEEL  
DIRECTOR

Date: February 28, 2012  
To: David McKichan  
Public Works Committee Chairperson  
From: Rodney J. Scheel  
Director of Planning & Development  
Subject: Items for Public Works Committee – March 1, 2012

The following items are being presented for your action.

#### **Architectural Services – Public Safety Building**

As previously discussed with your committee, several repair and improvement efforts are scheduled to be completed this year at the Public Safety Building, including reroofing, evidence ventilation, bathroom remodeling, etc. We sought proposals and after review of the proposals, we recommend proceeding with lowest priced candidate, Strang, for \$25,000. Their experience with our facilities, their reputation and experience as well as being the lowest cost supports staff's recommendation to enter into an agreement with Strang for this project.

#### **Stormwater Adaptive Management Program**

The City operates under a stormwater discharge permit and is also required to meet phosphorus requirements of the Rock River TMDL that were adopted in September, 2011. The Madison Metropolitan Sewerage District (MMSD) is undertaking an Adaptive Management (AM) Study to evaluate methods for stakeholders to meet these requirements. The City's load allocation assigned in the TMDL is above the City's current modeled discharge. Most municipalities and wastewater facilities (including Stoughton Wastewater Treatment Facility) must reduce their phosphorus load to comply. We recommend participating in this study to evaluate credit trading options that may surface as part of this study. MMSD has identified that the City's cost for participation in this study is \$0. Staff recommends participation in order to keep current with the study and possible impact on the City.

#### **Elven Sted Stormwater Maintenance Agreement**

As previously discussed with your committee, the Elven Sted development on Dunkirk Avenue/Eighth Street incorporates a City owned storm water management area. One objective of the developer, Movin' Out, was to create an opportunity for a tenant to raise and harvest native vegetation seeds in the storm water management area of the storm water management area in exchange for maintenance of the area on behalf of the City. This will reduce efforts by City staff to maintain this area and may prove as a model for future areas.

A draft agreement has been proposed by representatives working with the Permittee for our consideration.

If you have any questions, please contact me.

cc. Mayor Donna Olson  
Street Superintendent Karl Manthe

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## Land Use Agreement

This agreement, made this \_\_\_\_ day of \_\_\_\_\_, 2012 by and between City of Stoughton hereinafter called the Owner, and \_\_\_\_\_ of \_\_\_\_\_ hereinafter called the Permittee, to enter upon and use the quarter acre of wetland garden and retention pond area located on Movin' Out's Elven Sted property for the purpose of planting and harvesting wetland seeds.

In order to accomplish this purpose the Permittee intends to plant, hand harvest and sell wetland seeds on the above described land. This agreement shall be in effect for 3 years commencing the \_\_\_\_ day of \_\_\_\_\_, 2012, and ending the \_\_\_\_ day of \_\_\_\_\_, 2015, in exchange for the maintenance of the grass and wetland plants on the above describe land.

The following terms are set forth:

1. The purpose of this contract permits the Permittee exclusive use of the land for the purpose of growing wetland plants in which the seeds will be hand harvested and sold.
2. The land will be used by the Permittee for free in exchange for maintenance performed on the above described land.
3. Maintenance will include prescribed mowing of the grass around the retention pond, maintaining the planted wetland plants, and general upkeep of the land base.
4. The Permittee will obtain and maintain insurance throughout this agreed time.
5. This agreement shall be renewable every 3 years.

The above terms has been reviewed and are in mutual agreement between both the Permittee and the Owner on the \_\_\_\_ day of \_\_\_\_\_, 2012.

Permittee \_\_\_\_\_

Owner \_\_\_\_\_