

# AGENDA

## Meeting of the Capital Area Regional Planning Commission

December 9, 2010    City-County Building Room 351, 210 Martin Luther King Jr. Blvd., Madison WI    7:00 p.m.

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### RPC Meeting Procedures and Deadlines

**Registering and Speaking at RPC Hearings and Meetings:** Persons wishing to speak on any RPC public hearing or agenda item must register and give the registration form to the meeting recorder before the item comes up on the agenda. The time limit for testimony by registrants will be between 3 and 5 minutes as determined by the Chair. Speakers may *not* yield their time to other speakers; however, applicants for USA/LSA amendments may be granted from 10 to 25 minutes which may be allocated to one or more speakers. The RPC may alter the order of the agenda items at the meeting.

**Deadlines for Written Communications:** Written communications intended to be provided to the Commission and considered as part of the information package for a public hearing or agenda item should be received in the RPC office no later than noon, 7 days prior to the meeting. Written communications received after this deadline will be reported and provided to the Commission at the meeting.

**RPC Action Scheduling:** If significant controversy or unresolved issues are raised at the public hearing, the RPC will usually defer or postpone action to a future meeting.

1. Roll Call
2. **Approval of minutes of the November 11, 2010 meeting (*actionable item*)**
3. Review of agenda
4. Public comment for items not on the agenda
5. New business
6. **Consideration of Resolution CARPC No. 2010-17 amending the *Dane County Land Use and Transportation Plan* and *Dane County Water Quality Plan* by revising the Northern Urban Service Area boundary and Environmental Corridors in the Village of DeForest, Town of Vienna and Town of Windsor**
7. Report and Discussion on the FUDA planning process
8. Discussion of draft FUDA brochure
9. **Consideration of Resolution CARPC No. 2010-18 amending the 2010 Budget (*actionable item*)**
10. **Consideration of Purchases of Services Agreement with Dane County to receive an additional \$10,000 to pass-through to sub-contractor in support of the Yahara Lakes project, and to amend the contract between CARPC and sub-contractor to reflect the Agreement (*actionable item*)**
11. **Consideration of Resolution CARPC No. 2010-19 amending the CARPC Personnel Manual by updating the salary schedule (*actionable item*)**
12. **Consideration of CARPC 2011 meeting calendar (*actionable item*)**
13. **Consideration of directing Chair to sign Memorandum of Understanding with Dane County to continue receiving GIS services from Aaron Krebs in 2011 (*actionable item*)**
14. **Consideration of entering into contract to provide water quality management planning services to DNR effective July 2010 through June 2011 (*actionable item*)**
15. Communications
16. Report of Chair / Discussion

a. Report of Executive Committee meeting of December 9, 2010

17. Report of Deputy Director / Discussion

18. Future agenda items (next meeting is scheduled for January 13, 2011)

19. Adjournment

*NOTE:* If you need an interpreter, translator, materials in alternate formats or other accommodations to access this service, activity or program, please call the phone number below at least three business days prior to the meeting.

*NOTA:* Si necesita un intérprete, un traductor, materiales en formatos alternativos u otros arreglos para acceder a este servicio, actividad o programa, comuníquese al número de teléfono que figura a continuación tres días hábiles como mínimo antes de la reunión.

*LUS CIM:* Yog hais tias koj xav tau ib tug neeg txhais lus, ib tug neeg txhais ntawv, cov ntawv ua lwm hom ntawv los sis lwm cov kev pab kom siv tau cov kev pab, cov kev ua ub no (activity) los sis qhov kev pab cuam, thov hu rau tus xov tooj hauv qab yam tsawg pib hnub ua hauj lwm ua ntej yuav tuaj sib tham.

CARPC staff 608-266-4137 + TDD 608-266-4529

# Draft MINUTES

## Capital Area Regional Planning Commission

November 11, 2010 DeForest Area Senior & Community Center, 505 N. Main St., DeForest

7:00 p.m.

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Present: Zach Brandon, Curt Brink, Martha Gibson, John Imes, Peter McKeever, Jeff Miller, Ed Minihan, John Murray (by telephone), Larry Palm, Kurt Sonnentag, Susan Studz, Caryl Terrell, Phil Van Kampen

Absent: None

Staff Present: Chris Gjestson, Mike Kakuska, Kamran Mesbah, Barbara Weber, John St. Peter

### 1. Roll Call

Chair Van Kampen called the meeting to order at 7:15 p.m.; roll was recorded (Mr. Murray attended by telephone).

### 2. Approval of minutes of the October 14, 2010 meeting

Moved by Mr. Palm, seconded by Ms. Terrell, to approve the minutes of the October 14, 2010 meeting. Motion to approve carried (Mr. Miller and Ms. Studz abstained).

### 3. Review of agenda

There were no changes requested.

### 4. Public comment for items not on the agenda

None.

### 5. New business

None.

### 6. **Public Hearing: Consideration of Resolution CARPC No. 2010-16 amending the Dane County Land Use and Transportation Plan and Dane County Water Quality Plan by revising the Verona Urban Service Area boundary and Environmental Corridors in the City of Verona**

#### a. Staff Presentation

The Chair invited the applicant to present information on the proposal, which requests 10 developable acres be added to the Verona Urban Service Area to accommodate construction offices and toilet facilities on the Epic campus west of the USA; the facilities and parking lot would be removed from the site when construction of the Epic site is complete. Bruce Sylvester, Planning Director, City of Verona, and Steve Dickman, Chief Administrative Officer, Epic Systems Corporation, made a PowerPoint presentation and responded to questions by commissioners. Mr. McKeever asked if 100% stormwater runoff volume could be controlled beyond the 90% recommended by CARPC staff; Nathan Lockwood, Project Engineer, D'Onofrio Kottke Associates, stated that the underlying soil conditions would likely preclude 100% pre-development stay-on. Ms. Terrell asked if an archaeological study would be completed prior to developing the amendment area; Mr. Dickman answered yes. Mr. Brandon asked if Epic was making the request in order to accommodate new employees; Mr. Dickman answered yes, Epic added about 800 employees in the current year, and expected to hire a similar number over the next year.

CARPC staff made a PowerPoint presentation on the proposal. Ms. Weber described the proposal's consistency with regional goals; Mr. Kakuska described the natural resources of the area; Mr. Mesbah described the applicable stormwater management standards and proposed conditions and recommendations of approval.

**b. Open Public Hearing to take testimony from registrants; close Public Hearing**

Mr. Van Kampen opened the public hearing. Arnold Harris, 3427 County Rd. P, Mt. Horeb, representing Western Dane Coalition for Smart Growth and the Environment, stated that staff used double-talk to explain why a detailed stormwater management plan could not be provided prior to USA amendment consideration.

Jon Becker, representing Capital Region Advocacy Network for Environmental Sustainability (CRANES), asked CARPC to consider denying the amendment request because the campus has so much acreage, the proposal is relatively recent, and it encourages incremental development in the campus area. He stated that Epic relocation to Verona from Madison shifted commuting patterns to the southwest by many miles, impacting the environment, so Epic should be expected to commit to a high level of environmental protection. He requested the area be restored to open space or be used as agricultural land for renewable fuels. He requested that staff be asked about the adequacy of erosion control practices which allow up to 7.5 tons of soil per acre be eroded from the site. He suggested the cost of sewer lines could be avoided by use of a portable manure digester and cisterns. He urged Epic to consult former state archaeologist Bob Birmingham to ensure identification and protection of archaeological resources on the site.

Aicardo Roa, spoke in favor of the proposal. He described his experience as an engineer, and stated that manure digesters do not reduce phosphorus, but suspend it as a colloidal particle. He stated he was involved in the original plan for the Epic campus, which was done in a collaborative manner and was consistent with pertinent ordinances. He described how maximum infiltration can be achieved through tilling.

There were no other registrants; Mr. Van Kampen closed the public hearing.

**c. Consideration of Resolution CARPC No. 2010-16**

Moved by Mr. Brandon, second by Mr. Miller, to adopt Resolution CARPC No. 2010-16 with the conditions and recommendations of the staff Executive Summary. Discussion followed. Ms. Terrell asked if 7.5 tons of soil loss per acre was the most protective staff could recommend; Mr. Mesbah stated that the standard was based on state requirements, which would be supported by WDNR. Ms. Terrell asked if a reclamation plan of the amendment area could be added as a recommendation of approval; Mr. Mesbah answered yes; Ms. Terrell requested staff draft language. Discussion continued. Mr. St. Peter cited language for the draft recommendation as requested by Ms. Terrell: "To supplement the staff recommendations to encourage Epic and its successors to reclaim the subject property." Motion by Ms. Terrell, second by Mr. McKeever, to add the language as a recommendation. Mr. Brandon stated that the motion represented a local concern, and should not be considered by CARPC. Motion failed 4-9 on roll call vote (Gibson, McKeever, Palm and Terrell voting yes). Main motion to adopt carried on roll call vote, 13-0.

**7. Public Hearing: Consideration of Resolution CARPC No. 2010-17 amending the Dane County Land Use and Transportation Plan and Dane County Water Quality Plan by revising the Northern Urban Service Area boundary and Environmental Corridors in the Village of DeForest, Town of Vienna and Town of Windsor**

**a. Staff Presentation**

The Chair invited the applicant to present information on the proposal, which requests 733.8 total acres be added to the Northern Urban Service Area, of which 425.5 were proposed as developable, 60.3 as existing development, 243.3 as environmental corridor, and 4.7 to be deleted from the USA. The additional acres were proposed to be added in three areas: 354.2 acres (241.1 developable) in the Bear Tree commercial area, 327.4 acres (156.6 developable) in the Country View Estates Neighborhood, and 52.2 acres (32.5 developable) in the Three Bridges Neighborhood. Steve Fahlgren, Administrator, Village of DeForest, made introductory comments and introduced project staff Mark Roffers (Vandewalle and Associates), Craig Matthews (Vierbicher Associates), Gregory Frahm (Director of Economic Development and Planning, Village of DeForest), and Kelli Bialkowski (Director of Parks, Recreation and Natural Resources, Village of DeForest).

Mr. Roffers provided an overview of the proposal. Mr. Matthews described the water quality and stormwater management aspects of the proposal and primary examples of practices previously implemented by the Village which indicated its commitment to strongly protective stormwater management. He stated that the Village had updated its stormwater ordinance to include the 100% stormwater volume control standard for all new developments in the Village; for areas where the standard could not be reached, a fee-in-lieu system was used for developers to pay for infiltration projects in the watershed, where the equivalent amount of water would be infiltrated. He noted that the Village continued to use Dane County Land Conservation Department as the review agency for all stormwater management plans. He described water supply distribution, including Village compliance with an MOU with DNR governing Well #5. Ms. Bialkowski described the parks and open space planning and process in support of the amendment proposal, and the Village past practice to protect and enhance natural resources. Mr. Frahm described Village agriculture preservation efforts through collaborative planning with adjacent towns, and described Village economic development planning activities, including the successful use of TIF districts. He described the proposal's consistency with local adopted plans.

Mr. Roffers described each of the three proposed amendment areas, and how each would meet special needs of the Village. The Bear Tree commercial area would be an economic driver for the region providing over an estimated 4,000 jobs after build-out; he noted 20% of the site would remain open space protected in environmental corridor, including a 300-foot vegetative buffer protecting the Peterson Spring wetland. He stated that the Village 100% stormwater volume control standard would apply, and infiltration standards to maintain the groundwater for the spring would be met. He described the proposed transportation system, and the described the need as critical for incremental revenue generated from the amendment area for improvements to the multi-modal underpass for US 51. He described the Country View Estates as providing multiple housing options and an important community park. Ms. Bialkowski described the proposed park, which as part of a broader park network would provide active park and natural area experiences for its users. She described the proposed youth sports and other recreational uses for the park. Mr. Roffers described the wetland and prairie restoration plans, and support by local Friends groups. He

explained the phasing plan for the area: build-out would occur over decades, and would be limited to construction of a maximum of 50 housing units per year, and the subsequent phase would not commence until 75% of housing permits were granted in the first phase, which would be in 2015 at the earliest. He stated that the revenue generated from the development was critical to fix sewer line problems in the area. He described Three Bridges as a model for sustainable development, which would provide 100 mid- to high-end housing units through a phasing plan. He described the proposal as meeting and exceeding CARPC water quality standards. He noted that the proposal was developed before CARPC changed its policies by removing the flexibility factor governing developable land "need" in USAs; under the previous policy, the proposed addition was far less than the 2,300 acres that would have been allowed. Project staff responded to questions from commissioners.

Ms. Terrell expressed hope for assurance that the five recommendations for approval of the Bear Tree amendment would be pursued as protective measures for natural resources. Mr. Roffers stated that the applicant was comfortable in following those recommendations as conditions of approval. Discussion continued. Mr. Roffers provided estimated information (+/- 10 to 20 acres) on current developable but undeveloped land uses in the NUSA: about 160 industrial acres; about 110 or 120 commercial acres; and about 140 office acres (Conservancy Place). He estimated that the current Village industrial park developed in the 1990s developed at about 20 acres per year. Discussion continued.

CARPC staff made a PowerPoint presentation on the proposal. Ms. Weber described each of the proposed amendment areas and consistency with local and regional plans and goals; Mr. Kakuska described the water resources of the area, anticipated impacts and proposed protective measures of the request; Mr. Mesbah described the proposed stormwater management standards and conditions and recommendations of approval. Mr. McKeever requested that the public hearing commence in order to accommodate those registered to comment; there were no objections.

**b. Open Public Hearing to take testimony from registrants; close Public Hearing**

Mr. Van Kampen opened the public hearing.

Doug Porter, 721 CTH A, Edgerton, representing Friends of the Yahara River Headwaters as its president, spoke in support of the proposal. He stated the Friends worked to provide information to the Village, and had worked with the Country View and Three Bridges applicants for nearly two years. He described the proposal as an improvement to the watershed which would help sustain the river. He expressed confidence in Village enforcement of stormwater management measures.

Jennifer Emberson, N2427 Badger Run, Lodi, representing the Acker family, spoke in support of the proposal. She expressed support for the addition of the community park.

Jamie Rybarczyk, 2514 South 102<sup>nd</sup> St., West Allis, representing Bear Tree as project planner, spoke in support of the proposal and was available for questions.

Dennis Traugott, 605 Flambeau Ct., DeForest, spoke in opposition to the proposal. He expressed concern over who would enforce proper operation and protection of the dam and hydrologic systems impacting the Lakes of DeForest subdivision. He expressed opposition to taxpayers paying for developers' mistakes.

Ray Mitchell, 7536 Glen Rd., DeForest, spoke in support. He indicated that the proposal's stormwater management plan and wetland restoration should improve local hydrology.

Judd Blau, 414 Rosemal Ln., DeForest, representing Village of DeForest as board trustee and chair of its public works and park committees, spoke in support. He stated that the proposal met CARPC standards, and would lead to job development and economic growth. He described the benefit of the community park.

Dr. Aicardo Roa spoke in support of the proposal. He described his role in creating soil loss and water quality standards in Dane County and statewide; he expressed support for making decisions based on researched, objective numerical standards and for reaching solutions rather than simply opposing development proposals.

Bob Wipperfurth, 7580 Martha Ln., DeForest, representing Town of Windsor as board supervisor, spoke in support. He described the importance of the cooperative plan between the Village and Town and the certainty it provides regarding annexations, and described the Town's lead in promotion of farmland preservation through the PDR program.

Don Madelung, 6672 Highland Dr., representing himself, spoke in support. He identified himself as Town of Windsor board supervisor. He stated that the evidence was very supportive of the proposal, and described Town efforts to protect the water resources of the Token Creek area. He described the proposal as providing responsible development.

Jason Kramar, 508 Woodvale Dr., spoke in support. He identified himself as Village board trustee. He described the need for approval based on financial needs of the Village to ease the tax burden on residents. He stated that the Village was aware of its role and responsibilities to protect downstream water resources, and expressed support for preserving agricultural land. He described the Village as a logical growth area for the region.

Stefi Harris, 3427 County Rd. P, Mt. Horeb, representing Western Dane Coalition for Smart Growth and the Environment, spoke in opposition. She stated that CARPC main mission is to monitor water quality in the region. She stated that NR 121 provided that population forecasts needed to justify land demand. She described the soils of the Country View amendment area as inappropriate for development; infiltration in the Bear Tree amendment area would be insufficient to protect the sensitive water resources in the area.

Arnold Harris, 3427 County Rd. P, Mt. Horeb, representing Western Dane Coalition for Smart Growth and the Environment, spoke in opposition. He described the negative impact of increased traffic from the proposal. He stated that prime farmland was being given away for urban sprawl. He expressed opposition to consideration without a stormwater management plan.

Brad Ziegler, 104 Hill St., Hartland, representing Della Properties Ltd./Three Bridges, spoke in support. He provided a brief history of preparing a development plan for Three Bridges. He described the lack of sufficient large-lot housing units as referenced in the village comprehensive plan. He stated of the 1,800 existing vacant units in

seven subdivisions, only 60 large lots were currently on the market. He described Three Bridges as providing an important market for larger homes.

Robert Pulvermacher, CTH I, Town of Vienna Manager/Clerk, representing Town of Vienna, spoke in support. He expressed support for the Three Bridges and Country View proposals. The Town supported local planning and agriculture preservation, which the Village has historically supported; he described the history of collaborative planning between the communities.

Jon Becker, PO Box 3292, Madison, representing CRANES, spoke in opposition. He described CRANES support for Vienna, DeForest and Windsor through its efforts to increase funding to the Dane County Conservation Fund, which supported direct protection of places such as the proposed park. Protecting open areas through tax funds from development was hampered by the need to use those funds for other improvements and utilities, resulting in fringe development and net loss of revenue. He described the local Friends groups as lacking water planning expertise. He described the number of developable acreage as estimated in excess of need through 2035 for multiple Dane County communities.

Constance Threinen, 2101 Gateway St., Middleton, representing League of Women Voters of Dane County, spoke in opposition. She expressed concern over maintaining open space and agricultural land by avoiding unnecessary development and providing more efficient development. She described the importance of protecting water resources; she requested CARPC take its responsibility seriously.

Jon Bales, 312 River Wood Bend, DeForest, representing the DeForest Area School District (superintendent), spoke in support. He stated that the District, serving nine municipalities, desperately needed economic development to address declining enrollment. He stated that the district equalized value dropped in the past year more than any other in the county. He stated that the current supply of vacant lots was not providing what the district and community needed. The proposal was central to supporting the community's economic development.

Jim Falbo, 825 W. Lexington Pkwy., DeForest, representing Windsor-DeForest Community Boys Baseball and Norski Soccer Club, spoke in support. He described the need for growth and the resulting and current needs for a community park.

Jim Simpson, 833 Acker Pkwy., DeForest, representing DeForest Planning & Zoning Committee, spoke in support. He described his involvement in local committees; he suggested that approval should be considered as a reward for the communities' successful collaboration. He expressed support for each amendment area.

Dwight Ziegler, 370 Campbell Hill Ct., DeForest, spoke in support. He described the Village as in a good position to accommodate a portion of the annual population growth in the county. He expressed the need for more high-quality residential lots.

Kate Stalker, 2033 Rutledge St., Madison, representing Three Bridges/Bear Tree, spoke in support. She described the efforts behind planning for the residential areas and their Green Built Home designations.

Kimberly Pederson, 4052 State Rd. 19, DeForest, spoke in support. She expressed support for the Bear Tree proposal, and described as progressive her family's care of

the land over generations. She described the proposal as an opportunity to provide a regional and global leader in sustainable development.

Steve Pederson, 4052 Hwy 19, DeForest, representing Bear Tree, spoke in support. He described his family's sustainable farming practices.

Daniel A. Paulson, 136 W. Mohawk Trail, DeForest, representing Country View Estates, Three Bridges and Bear Tree, spoke in support. He stated the proposal was an example of long-term planning. He described the natural assets of the proposed community park in the Country View amendment area, and the commitment made by the Acker family.

Jane Blau, 414 Rosemal Ln., DeForest, as vice-president of the DeForest Area Youth Football League, spoke in support of the proposal. She stated the League was among the largest in the county, and described the increased participation and benefits of the program, and its growing demand.

Harry Read, 2545 Van Hise Ave., Madison, spoke in opposition to the proposal. He stated that the special needs cited by the Village for economic development did not indicate the need for additional land. He described existing economic opportunities should be utilized. He stated that sustainability was about using what you have long-term.

Deane Baker, 621 Acker Pkwy., DeForest, representing Village of DeForest (director of public works), spoke in support. He indicated his comments were as a Village resident, engineer, and fisherman. He described Village reluctance to pursue such stringent stormwater ordinances, but CARPC staff provided assistance and convinced officials it was the right thing to do; he expressed pride in the ordinance. He stated the 100% stay-on ordinance was matched with a low curve number, which provides a low threshold for post-development runoff which should help prevent flooding. He noted that the modeled groundwater depletion was based on scenarios that were not physically possible; there would be no net impact from the Bear Tree development.

Ron Guthrie, Mead & Hunt, Inc. (engineer), representing Country View, spoke in support. He described how stormwater management measures for the Country View proposal would mitigate stormwater impacts, which would be enhanced by the planned prairie and wetland restoration.

Peggy Acker-Farber, 4853 East St., Waunakee, representing the Acker family, spoke in support. She described the preparation and planning for the community park as extensive, involving DNR and local committees over ten years, and will result in better protected and enhanced natural areas.

Don Tierney, 3564 Egge Rd., DeForest, spoke in support. He expressed appreciation for the proposed park system, and requested support for a proposed trail system from Patrick Marsh to Token Creek Park. He noted that CARPC should be aware of recent changes in leadership in state government; the 100% stormwater stay-on standard was well beyond those of the state and likely the nation.

Bill Simpson, 525 E. Holum St., DeForest, spoke in support. He expressed support for the collaborative approach to the proposal, and expressed belief in the ability of the professionals who have planned it.

The following 80 registered in support of the proposal:

Barb Acker, 2114 Peaceful Valley Pkwy., representing Acker family; Christine Acker, 5450 Congress Ave., Madison; Dennis Acker, 813 Presidio Dr., Waunakee, representing North Point LLC; Dustin Acker, 813 Presidio Dr., Waunakee; Karen Acker, 1019 Eric Ln., Waunakee; Kevin Acker, 102 N. Holiday, DeForest, representing Acker family, Country View; Martin T. Acker, 7653 Greenwood Rd., Verona; Marvin Acker, 5450 Congress Ave. #1, Madison; Matt Acker, 6921 Old Sauk Ct., Madison; Nicole Acker, 6921 Old Sauk Ct., Madison; Randy & Judy Acker, 4884 Highwood Cir., Middleton; Anne Anderson, 1102 Wexford Dr., Waunakee, representing Country View Estates; George C. Annen, PO Box 138, Windsor; Paul Blount (village trustee), 813 Sunnybrook Dr., DeForest; Cindy Bohling, 2158 State Rd. 19, Sun Prairie, representing Bohling HVAC; Les Bohling, 2158 State Rd. 19, Sun Prairie, representing Bohling HVAC; Stuart A. Chase, 922 Eddington Dr., Sun Prairie; Mary Lou Droster, 630 Springbrook Cir., DeForest; Robert D. Droster, 630 Springbrook Cir., DeForest; Eric Durward, 4389 Curry Ln., Windsor; Steve Eastwood, 938 Lexington Way, Waunakee, representing Acker Family Country View; Sue Eastwood, 938 Lexington Way, Waunakee, representing Acker Family Country View; Michael Emberson, N2427 Badger Run, Lodi, representing Acker family; Paulette Emberson, 202 Simon Crestway, Waunakee, representing Acker family; Phil Emberson, 202 Simon Crestway, Waunakee, representing Acker family; Gary Engel, 659 Springbrook Cir., DeForest; Theresa Engel, 659 Springbrook Cir., DeForest; Mike Esser, 6902 Rembrandt Rd., DeForest; Christine Fish, 111 W. Wilson #1, Madison; Penni A. Flynn, 6692 Forest Park Dr., DeForest, representing Deforest Area Youth Football League; Daniel Furseth, 413 Scott Dr., DeForest; Katherine Gerard, 600 Chokecherry Trl., DeForest; Jeremy Glick, 6142 CTH I, Waunakee; Jean R. Grastimast, 4422 Snowy Ridge Trl., Windsor; John Hill, 621 Springbrook Cir., DeForest; Nathan Hoffman, 7728 Martinsville Rd., Cross Plains; Gary Horras, 804 Sun Rise Bay, Wauankee; Curtis Jahn, 3873 STH 19, DeForest; Sandra K. Jahn, 3873 STH 19, DeForest; Richard Josephson, 649 Springbrook Cir., DeForest; Myra Josephson, 649 Springbrook Cir., DeForest; Donald Keller, Jr., 6142 CTH I, Waunakee; Nick Kemp, 483 Dahl Dr., DeForest; Roger LaGrange, 4595 Prairie Fire Ct., DeForest, representing Village of Deforest; Anika Laube, 233 Garfield Ave., Evansville; Judith McGelligan, 6781 Dawn Dr., DeForest; Mike McHugh, 500 Riverview Ct. #2, DeForest; Kyle Meyers, 6495 Harvest Moon Ct., Waunakee; Josh Miller, PO Box 527, Windsor; Beth Mueller, 6480 S. Windsor Prairie Rd., DeForest; Rick Mueller, 6480 S. Windsor Prairie Rd., DeForest; Mark Olson, 630 Eaglewatch Dr., DeForest; Konrad Opitz, 4521 Fox Bluff Ln., Middleton; Kathy Paulson, 529 W. Mohawk Tr., DeForest; Michael D. Paulson, 7829 Wernick Rd., DeForest; Timothy Paulson, 529 W. Mohawk Trl., DeForest; Tracy Paulson, 7829 Wernick Rd., DeForest; A. Pederson, 4052 STH 19, DeForest; Jim Pederson, 4052 STH 19, Deforest; Lori Pederson, 4052 STH 19, DeForest; Amy Piekarski, 144 Community Dr., Fall River, representing Token Creek Farms; Doug Powell, 211 Acker Pkwy., DeForest; Marlene Prescott, 813 Residio Dr., Waunakee; Toni Prestigiacommo, 5814 Windsona Circle, Madison, representing Prestigiacommo Trust; Marcia Reimer, 214 Fairbrook Dr., Waunakee, representing Acker family; Sean Reimer, 7025 Wildberry Dr., Madison, representing Acker family; Kevin Richardson, 4084 Mueller Rd., DeForest, representing Town of Windsor; Pat Schafer, 7025 Wildberry Dr., Madison, representing Acker family; Paul Schell, 4389 Curry Ln., Windsor; Karen Simpson, 833 Acker Pkwy., DeForest, representing Paulson & Associates; Laura Simpson, 833 Acker Pkwy., DeForest, representing Paulson & Associates; Ray & Nancy Spence, 643 Springbrook Cir., DeForest; Mike Starck, 1032

Ring St., representing Acker Builders; Tamra Stoltenberg, 102 N. Main St., DeForest; Jim Van Boxtel, 3663 Heatherstone Ridge, Sun Prairie; Mark Van Boxtel, 3663 Heatherstone Ridge, Sun Prairie; Roxanne Van Boxtel, 3663 Heatherstone Ridge, Sun Prairie; Kerry Wagner, 114 Kingston Way, Waunakee; Jim Yelk, 5815 South Bird, Sun Prairie; Amy J. Ziegler, 2135 Hillcrest Dr., Delafield; Bonnie Ziegler, 370 Campbell Hill Ct., DeForest.

The following 7 registered in opposition to the proposal:

Kim Harris, 541 Dennis Dr., DeForest; Scott Harris, 541 Dennis Dr., DeForest; Brian D. Hull, 505 Dennis Dr., DeForest; Matthew Korth, 513 Dennis Dr., DeForest; Barbara Ross, 528 Dennis Dr., DeForest; Bonnie Traugott, 605 Flambeau Ct., DeForest; Dale Van Buren, 657 Springbrook Cir., DeForest.

There were no other registrants; Mr. Van Kampen closed the public hearing.

CARPC staff completed its presentation on the proposal and responded to questions by commissioners.

**c. Consideration of Resolution CARPC No. 2010-17**

Motion by Mr. Sonnentag, second by Mr. Brink, to adopt Resolution CARPC No. 2010-17 with the conditions and recommendations indicated in the staff Executive Summary. Mr. Mesbah indicated that the draft conditions of approval for all three amendment areas should include a recommendation for an archaeological survey. Motion by Ms. Gibson, second by Ms. Studz, to table consideration; motion to table carried on roll call vote 8-5 (Brandon, Brink, Miller, Murray, and Sonnentag voting no).

**8. Report and Discussion on the FUDA planning process**

Motion by Mr. Brandon, second by Mr. McKeever, to table all remaining items on the agenda. Motion carried unanimously on voice vote.

**9. Communications**

Deferred.

**10. Report of Chair / Discussion**

**a. Report on Executive Committee meeting of November 11**

Deferred.

**11. Report of Deputy Director / Discussion**

Deferred.

**12. Future agenda items**

Deferred.

**13. Adjournment**

The meeting adjourned by unanimous consent, without objection, at 12:18 a.m.

Recorded by Chris Gjestson

**Re: Consideration of Resolution CARPC No. 2010-17 amending the *Dane County Land Use and Transportation Plan* and *Dane County Water Quality Plan* by revising the Northern Urban Service Area boundary and Environmental Corridors in the Village of DeForest, Town of Windsor, and Town of Vienna**

**Decision Items:**

1. Consideration of Resolution CARPC No. 2010-17

The Capital Area Regional Planning Commission held a public hearing at its November 11, 2010 meeting, and having completed and closed the public hearing, tabled the item until the December 9, 2010 meeting.

The Village of DeForest request is a three-part amendment to the Northern Urban Service Area adding a total of 425.5 developable acres. The amendment calls for addition of 733.8 acres including 60.3 acres of existing development (45 acres of which are right-of-way) and 243.3 acres proposed as environmental corridors, and deletion of 4.7 acres. The three distinct areas for addition and a fourth area for deletion are described as follows:

Area A - The Bear Tree Commercial area, consisting of 354.2 acres, is located at the northeast quadrant of the Highway 51/19 interchange in the Village of DeForest. Planning and discussion for expanding the urban service area in this area date back to the final years of the previous RPC, and have continued since that time. Wisconsin Department of Natural Resources staff have been involved in discussions on needed protection measures and mitigation practices in this area throughout the process.

Area B – Consisting primarily of a portion of the Country View Estates Neighborhood, Area B is 327.4 acres located at the north edge of the Village of DeForest, south of Smith Road, east of Morrisonville Road and west of the Canadian Pacific railroad line and includes approximately 306.1 acres in the Village of DeForest and 21.3 acres in the Town of Vienna.

Area C – The 52.2 acre addition including the proposed Three Bridges Neighborhood is located between USH 39/90/94 and River Road, just north of the Yahara River on the west side of the Village of DeForest.

Area D - The area proposed to be deleted from the Northern Urban Service Area is 4.7 undeveloped acres at the east end of Hawk Trail, at the northeast end of the Village of DeForest. The Village of DeForest/Town of Windsor Cooperative Plan identifies this area as a boundary adjustment area to be detached from the Village following land division.

**Staff Recommendation and Rationale**

The proposed amendment would add 425.5 developable acres to the Northern Urban Service Area, which currently exceeds the forecasted 2035 service area land demand by 71 acres. With the addition of all three areas proposed, the NUSA would exceed the forecasted 2035 land demand by 496.5 developable acres. The CARPC policies acknowledge that the needs of

communities may differ and allows for CARPC approval of more land than called for by growth projections where a demonstrated special need of additional land has been established (CARPC Policies and Criteria, I.1.I.). The Village has identified eight special needs that it believes are addressed by the amendment for the Commission's consideration in evaluating this amendment request. Each of the three areas of the amendment fulfill several regional goals and objectives, particularly those related to preserving, protecting and restoring environmental functions and resources including water resources.

The amendment areas include soils with the potential for seasonal high groundwater tables as shown in Maps 9A, 9B, and 9C. Soils classified as hydric, very poorly drained, poorly drained, or somewhat poorly drained (see Table 4A, 4B, and 4C) can have limited suitability for buildings with basements due to their seasonal high water table (zone of soil saturation), which can cause problems with groundwater induced flooding. Generally, these areas have been included in environmental corridors. Staff recommends that on-site soils investigations in accordance with COMM 85.60 be conducted in areas with these soil classifications to determine the actual extent of seasonal high groundwater in the amendment areas and potential problem areas. In response to potential issues related to seasonal high water, the Village requires that the lowest level of any structure must be built at a minimum of two feet above the groundwater table, and will require this restriction to be recorded on the plat. This type of restriction is being used in several counties in Wisconsin and will reduce the potential for basement wetness and flooding, as well as its associated stormwater impacts.

The Village of DeForest should be commended for the progressive approach to stormwater management proposed for this amendment. The Village has adopted an ordinance with stormwater management performance standards that are more stringent than those in NR 151 and the Dane County Chapter 14 in many areas. This includes adopting a 100% pre-development stay-on volume standard, maintaining pre-development groundwater recharge, and mitigating the impacts of groundwater withdrawal for potable water use in the eastern part of the Bear Tree amendment area. This addresses the likely water quality impacts of the proposed development and should address the potential impacts on the receiving waters by maintaining existing hydrology, which is critically important to maintaining the health of the water resources and the biological communities that they support. The preliminary stormwater management information and analysis provided by the applicant indicates that it would be feasible to meet the more protective standards proposed for the amendment area. Maintaining the baseflow to Pederson Springs and the Harbison Tributary of Token Creek is critically important to the health of the trout fishery in Token Creek. Therefore staff recommends that mitigating the impacts of groundwater withdrawal for potable water-use be applied uniformly throughout the Token Creek ground-watershed, including the western part of the Bear Tree amendment area. The Village has accepted this and has committed to enforce it through development agreements for the area.

The Token Creek Watershed is identified by Dane County and the WDNR as a thermally sensitive area. In addition the WDNR has identified the Yahara River as a *proposed* cold water fishery from South Street to Windsor Road. Thermal controls have been proposed in the stormwater management plans for the Bear Tree and Three Bridges amendment areas. Chapter 14 of the Dane County Code of Ordinances requires that stormwater management plans include provisions and practices to reduce the temperature of runoff for sites located within the watershed of a river or stream identified or proposed by the Wisconsin Department of Natural Resources as Cold Water Communities. Staff recommends that thermal controls for stormwater runoff be included in the stormwater management plan for the Country View area as well, since it is upstream of and contributes to the segment of the Yahara River proposed as a cold water fishery.

Staff also recommends that comprehensive intergovernmental stormwater management planning for the Token Creek watershed be conducted. The plan should incorporate a hydro-ecological integrity assessment process (HIP) or similar modeling to assess the cumulative hydrologic impacts of development in the watershed and should identify the major contributors to existing impairment from sediment loads, and foster improvements where opportunities permit.

The letter of comment from the State Historical Society indicates that there are no records of the presence of archaeological resources in the amendment areas. However, since no survey has been conducted in the amendment areas, the SHS recommends an on-site survey prior to land disturbing activities to ensure the absence of such resources and to prevent future construction delays. This has been included as a recommendation in each amendment area.

The CARPC policy language regarding expansion of USAs based on special need for additional land is not specific enough to allow staff to make a recommendation. It falls on the Commission to determine whether an adequate demonstration of special need for additional land has been made.

If the Commission determines that the need is justified, CARPC staff recommends approval of this amendment, based on the land uses and services proposed, and conditioned on the Village of DeForest's continued commitment to pursuing the following:

#### Area A - Bear Tree Conditions

1. Submit a detailed stormwater management plan for CARPC and DCL&WCD staff review and receive staff approval prior to land disturbing activities in the amendment area. The stormwater management plan for the amendment area should include the following:
  - a. Install stormwater practices prior to other land disturbing activities. Protect infiltration practices from compaction and sedimentation during land disturbing activities.
  - b. Account for the existing kettle wetland when determining pre-development peak flow rates and stay-on volumes.
  - c. Control peak rates of runoff for the 1, 2, 10, and 100-year 24-hour design storms to "pre-development" levels (i.e. maximum agricultural Runoff Curve Number = 68 for hydrologic soil group B).
  - d. Maintain the post development stay-on volume to 100% of the pre-development stay-on volume for the one-year average annual rainfall period, as defined by WDNR.
  - e. Maintain pre-development groundwater recharge rates from the Wisconsin Geological and Natural History Survey's 2009 report, *Groundwater Recharge in Dane County, Wisconsin, Estimated by a GIS-Based Water-Balance Model* (9 to 11 in./yr. for this amendment area) or by a site specific analysis plus additional recharge to mitigate the impacts of groundwater withdrawal and diversion for domestic water use, with the quantity to be revised as the business types and water uses are determined by specific site development plans.
  - f. Provide at least 80% sediment control for the amendment area in accordance with existing ordinances.

- g. Provide thermal control for all portions of the amendment area in the Token Creek subwatershed after development.
- h. Provide oil and grease control for the amendment area in accordance with existing ordinances.
2. Restrict the lowest level of any structure to a minimum of one foot above the seasonal high water table, based on site soil evaluations conducted in accordance with COMM 85.60. The on site soil evaluations should be conducted where ever the NRCS Soil Survey of Dane County indicate seasonal zone of water saturation within 5 feet of the ground surface and hydric, very poorly drained, poorly drained, or somewhat poorly drained soils.
3. All stormwater management facilities should be designated as environmental corridors, and stormwater easements should be provide for the facilities. Final environmental corridor delineations should be based on CARPC criteria and on detailed wetland and floodplain delineations.
4. Implement the water system improvements identified in the Village Water Supply and Distribution System Study – 2006 Update such that the CARPC criteria for water supply (to provide the peak water demand plus 2,500 gpm for fire protection for 2 hours with the available firm pumping capacity and storage) can be met in the south water system.

It is also recommended that the Village of DeForest pursue the following:

1. Continue to work with the developers to prepare design guidelines that promote and provide incentives for water conservation activities practices such as green roofs, rain water collection and use for irrigation, grey water reuse, drought tolerant landscaping, and low flow plumbing fixtures.
2. It is recommended partnering with Dane County to provide public access to the site.
3. It is recommended that the developer work with the county in developing a wetland protection/enhancement plan for the wetland complex on the eastern project boundary.
4. It is recommended that suitability determinations be made by the WDNR Bureau of Endangered Resources and that necessary measures be taken if species are found.
5. It is recommended the MOU be revisited and that the necessary changes/updates be made to the mutual satisfaction of both parties.
6. It is recommended that DeForest continue to work with other municipalities in mitigating regional groundwater declines resulting from municipal well withdrawals and diversion of wastewater, including participating in the update of the regional groundwater model, enhanced recharge, water conservation and reuse practices.
7. Conduct an on-the-ground archaeological survey prior to other land disturbing activities and submit two copies to the RPC.

#### Area B – Country View Estates Conditions

1. Submit a detailed stormwater management plan for CARPC and DCL&WCD staff review and receive staff approval prior to further land disturbing activities in the amendment area. The stormwater management plan for the amendment area should include the

following:

- a. Install stormwater practices prior to other land disturbing activities. Protect infiltration practices from compaction and sedimentation during land disturbing activities.
  - b. Control peak rates of runoff for the 1, 2, 10, and 100-year 24-hour design storms to “pre-development” levels (i.e. maximum agricultural Runoff Curve Number = 68 for hydrologic soil group B).
  - c. Maintain the post development stay-on volume to 100% of the pre-development stay-on volume for the one-year average annual rainfall period, as defined by WDNR.
  - d. Maintain pre-development groundwater recharge rates from the Wisconsin Geological and Natural History Survey’s 2009 report, *Groundwater Recharge in Dane County, Wisconsin, Estimated by a GIS-Based Water-Balance Model* (9 to 10 in./yr. for this amendment area) or by a site specific analysis.
  - e. Provide at least 80% sediment control for the amendment area in accordance with existing ordinances.
  - f. Provide thermal control for the amendment area in accordance with existing ordinances.
2. Restrict the lowest level of any structure to a minimum of one foot above the seasonal high water table, based on site soil evaluations conducted in accordance with COMM 85.60. The on site soil evaluations should be conducted where ever the NRCS Soil Survey of Dane County indicate seasonal zone of water saturation within 5 feet of the ground surface and hydric, very poorly drained, poorly drained, or somewhat poorly drained soils.
  3. All stormwater management facilities should be designated as environmental corridors, and stormwater easements should be provide for the facilities. Final environmental corridor delineations should be based on CARPC criteria and on detailed wetland and floodplain delineations.

It is also recommended that the Village of DeForest pursue the following:

1. Providing sewer service to the portion of this amendment area currently in the Town of Vienna requires a very long (~ 3,500’) sewer extension. Consider delaying the phasing of this sewer extension to coincide with the other future development planned for this area (identified in the Villages Comprehensive Plan) to provide a more cost effective extension of sewer service.
2. Include the 31.6 acre area of the Town of Windsor omitted from the application in the Country View NUSA expansion area to avoid creating an un-served island within the service area.
3. In light of the extent and proximity of development to the wetlands, it is recommended that a wetland restoration plan be developed and implemented to enhance the functions and values of the wetland complex existing in the amendment area.
4. It is recommended that suitability determinations be made by the WDNR Bureau of Endangered Resources and that necessary measures be taken if species are found.

5. Conduct an on-the-ground archaeological survey prior to other land disturbing activities and submit two copies to the RPC.

#### Area C - Three Bridges Conditions

1. Submit a detailed stormwater management plan for CARPC and DCL&WCD staff review and receive staff approval prior to further land disturbing activities in the amendment area. The stormwater management plan for the amendment area should include the following:
  - a. Install stormwater practices prior to other land disturbing activities. Protect infiltration practices from compaction and sedimentation during land disturbing activities.
  - b. Control peak rates of runoff for the 1, 2, 10, and 100-year 24-hour design storms to “pre-development” levels (i.e. maximum agricultural Runoff Curve Number = 68 for hydrologic soil group B).
  - c. Maintain the post development stay-on volume to 100% of the pre-development stay-on volume for the one-year average annual rainfall period, as defined by WDNR.
  - d. Maintain pre-development groundwater recharge rates from the Wisconsin Geological and Natural History Survey’s 2009 report, *Groundwater Recharge in Dane County, Wisconsin, Estimated by a GIS-Based Water-Balance Model* (9 to 10 in./yr. for this amendment area) or by a site specific analysis.
  - e. Provide at least 80% sediment control for the amendment area in accordance with existing ordinances.
  - f. Provide thermal control for the amendment area in accordance with existing ordinances.
2. Restrict the lowest level of any structure to a minimum of one foot above the seasonal high water table, based on site soil evaluations conducted in accordance with COMM 85.60. The on site soil evaluations should be conducted where ever the NRCS Soil Survey of Dane County indicate seasonal zone of water saturation within 5 feet of the ground surface and hydric, very poorly drained, poorly drained, or somewhat poorly drained soils.
3. All stormwater management facilities should be designated as environmental corridors, and stormwater easements should be provide for the facilities. Final environmental corridor delineations should be based on CARPC criteria and on detailed wetland and floodplain delineations.

It is also recommended that the Village of DeForest pursue the following:

1. It is recommended that suitability determinations be made by the WDNR Bureau of Endangered Resources and that necessary measures be taken if species are found.
2. Conduct an on-the-ground archaeological survey prior to other land disturbing activities and submit two copies to the RPC.

**Materials Presented with Item:**

1. Draft Resolution CARPC No. 2010-17
2. The staff analysis was mailed and posted to the website on October 12, 2010, concurrent with the Public Hearing Notice

**Contact for Further Information:**

Kamran Mesbah, Deputy Director  
266-9283  
KamranM@CapitalAreaRPC.org

**Draft Resolution CARPC No. 2010-17**

**Amending the *Dane County Land Use and Transportation Plan* and *Dane County Water Quality Plan* by Revising the Northern Urban Service Area Boundary and Environmental Corridors in the Village of DeForest, Town of Windsor, and Town of Vienna**

WHEREAS, the Capital Area Regional Planning Commission has adopted, amended and reaffirmed the *Dane County Land Use and Transportation Plan* and *Water Quality Plan*; and

WHEREAS, said plans delineate urban service areas as amended through October 2010; and

WHEREAS, the Village of DeForest has requested an addition to the Northern Urban Service Area, and has based the request in part on the Village of DeForest Comprehensive Plan, as amended March 2010, and is consistent with the Inter-Governmental Agreement between the Village of DeForest and Town of Windsor, adopted May 2010; and

WHEREAS, a staff analysis of the proposed amendment has been prepared, which indicates that the amendment is generally consistent with adopted regional plans and policies.

NOW, THEREFORE, BE IT RESOLVED that in accordance with §66.0309, Wis. Stats., and Sec. 208 of Public Law 92-500, the Capital Area Regional Planning Commission amends the *Dane County Land Use and Transportation Plan* and recommends the amendment of the *Dane County Water Quality Plan* by revising the Northern Urban Service Area boundary and environmental corridors as shown on the attached map.

Adoption of this amendment is based on the land use and urban service plans submitted in support of this amendment, and conditioned on the Village of DeForest pursuing the following:

(To be added by CARPC)

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Date Adopted

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Phil Van Kampen, Chairperson

**Re: Consideration of Resolution CARPC No. 2010-18 amending the 2010 Budget**

**Decision Items:**

1. Approval of 2010 budget amendment.

Staff recommends amending the 2010 budget in 3 areas to recognize end-of-year circumstances: line item transfer, addition of a pass-through line item, and addition of two revenue line items. This results in no net increase in expenses, and a net increase in revenue of \$13,302.

**Line item transfer.** The Commission will realize a budget surplus at the end of 2010, mostly due to under-expenditures related to the vacant Executive Director position. However, a number of expenditures are expected to be needed which will require line item transfers. This transfer would have no impact on the Commission’s net expenditures in 2010. Staff suggests that transferring amounts among line items is the simplest approach to addressing under- and over-budget lines; this makes unnecessary any change to the Total Expenditures amount in the adopted budget.

Line Item	2010 Budget	As Amended	Difference	Explanation
<b>TRANSFER TO</b>				
Conference & Training	\$ 2,500	\$ 3,300	\$ 800	Critical training for staff related to FUDA planning, based on consultation with Executive Committee
Telephone/Internet	4,500	5,500	1,000	Unanticipated increase in cost of telephone service
Workstudy/Interns	21,100	26,100	5,000	Extra Hire employees (interns) were allowed to work more hours on the Land Use Inventory project due to the availability of DATCP grant funds (via Dane County)
<i>TOTAL DIFFERENCE</i>			<i>\$ 6,800</i>	
<b>TRANSFER FROM</b>				
Office Supplies	\$ 22,500	\$ 15,700	(\$ 6,800)	Under-expenditure corresponds with vacant staff positions, and resulting delay in FUDA planning activities.

**Add pass-through line item.** CARPC approved a contract in March 2010 to accept pass-through funds from local governments for the update to the regional groundwater model. Adding expense and revenue line items in an equal amount results in no net change to the budget.

**Add two revenue line items.** Revenue from the Annual Planning Conference (\$1,425) and a Land Use Inventory Grant (\$11,877) were not anticipated at the time of budget adoption in 2009. The grant revenue was made available through Dane County Department of Planning and Development. The grant expands the scope of the Land Use Inventory project to capture data needed for county Farmland Preservation Plan update.

**Materials Included with the Item:**

1. Resolution CARPC No. 2010-18

**Contact for Further Information:**

Chris Gjestson, Administrative Services Manager  
 266-4138  
 ChrisG@CapitalAreaRPC.org

## Resolution CARPC No. 2010-18

### Amending the 2010 CARPC Budget

WHEREAS, the Capital Area Regional Planning Commission (“CARPC”) adopted the 2010 CARPC Budget (“budget”) on September 10, 2009, which reflected the estimated cost of its operation and services to the local units of government in Dane County based on the best information available; and

WHEREAS, the CARPC has incurred certain expenses in 2010 which exceed the amounts of their respective budget line items, which are line items “Conference and Training” and “Telephone/Internet” due to costs necessary and proper for efficient operation of the agency, and “Workstudy/Intern” due to costs in support of the 2010 Land Use Inventory project; and

WHEREAS, there are unexpended funds in certain budget line items, which include the line item “Office Supplies”, and said unexpended funds are more than sufficient to pay for the over-budget line items; and

WHEREAS, certain revenues were identified in 2010 which were unanticipated at the time of budget adoption, including those from registration fees for the CARPC Annual Planning Conference and from a Land Use Inventory grant from the state Department of Agriculture, Trade and Consumer Protection, as secured in part through the Dane County Planning Department; and

WHEREAS, the CARPC approved an agreement on March 11, 2010 with the Board of Regents of the University of Wisconsin System, University of Wisconsin-Extension, and WGNHS to update the Regional Groundwater Model, which provides that CARPC coordinate receipt and distribution (“pass-thru”) of funds; and

WHEREAS, transferring in part the unexpended funds between line items, adding new revenue line items, and adding pass-thru line items will have no impact on the net total budgeted expenditures, and will increase net revenues by \$13,302; and

WHEREAS, the CARPC has reviewed the budget line item transfers, new revenue and pass-thru line items, and believes them to be in the best interest of the Commission and its constituents, and is authorized to amend its budget to make such changes.

NOW, THEREFORE, BE IT RESOLVED that the Capital Area Regional Planning Commission amends its 2010 budget as follows and as indicated on the attached amended line item budget:

The sum of \$6,800 is hereby transferred from Expense Line Item “Office Supplies” to Expense Line Items “Conference and Training” (+\$800), “Telephone/Internet” (+\$1,000), and “Workstudy/Interns” (+\$5,000); and

A Revenue Line Item “Land Use Inventory Grant Revenue” is hereby added with the sum of \$11,877; and

A Revenue Line Item “Conference Registration Revenue” is hereby added with the sum of \$1,425; and

Revenue and Expense Line Items “Pass-Thru: Groundwater Model Update” are hereby added each with the sum of \$165,306.

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Date Adopted

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Phil Van Kampen, Chairperson

# Capital Area Regional Planning Commission

2010 Budget (adopted Sept. 10, 2009; amended Feb. 11, 2010 and Dec. 9, 2010 in shaded cells)

	2008 Actual	2009 Adopted (as amended)	2009 Estimated	2010 Amended Budget
<b>EXPENDITURES</b>				
<b>Personal Services</b>	FTE: 7.000	FTE: 9.125	FTE: 9.125	FTE: 9.125
Salaries & Wages (incl. GIS)	\$ 426,263	\$ 630,431	\$ 529,141	\$ 597,838 <sup>1</sup>
Workstudy / Interns	9,508	17,100	17,100	26,100 <sup>14</sup>
Retirement Fund	40,971	67,456	55,031	65,762
Social Security / Medicare	29,823	48,228	40,479	45,735
Employee/Retiree Insurance	90,004	137,290	93,598	103,035 <sup>2</sup>
Total Personal Services	\$ 596,569	\$ 900,505	\$ 735,349	\$ 838,469
<b>Operating Expenses</b>				
Commissioner Per Diem & Travel	\$ 10,029	\$ 9,110	\$ 6,500	\$ 6,900 <sup>3</sup>
Employee Travel & Meeting Expenses	3,500	7,450	7,200	7,450 <sup>4</sup>
Training & Conferences	3,450	2,500	2,500	3,300 <sup>13</sup>
Office Supplies	23,465	22,500	22,500	15,700 <sup>13</sup>
Dues / Membership Fees	2,422	3,810	3,810	3,810
GIS Software	3,700	5,800	5,800	5,800
Recruitment	3,048	0	0	23,000 <sup>12</sup>
Telephone	4,283	4,500	4,500	5,500 <sup>13</sup>
Office Space/Rent	33,036	33,036	33,036	33,036
Legal Services	4,699	30,000	30,000	30,000
Audit Services	5,555	6,000	6,000	6,000
Advertising	0	1,000	1,000	1,000 <sup>5</sup>
Insurance (package, WC, D&O)	5,550	7,600	7,600	7,600
Total Operating Expenses	\$ 102,737	\$ 133,306	\$ 130,446	\$ 149,096
<b>Capital Outlay</b>				
Office/Computer Equipment & Furniture	\$ 7,178	\$ 6,100	\$ 6,100	\$ 6,000
GIS Equipment (new plotter)	0	0	0	0
Access to Co. GIS System & Aerials	0	14,000	14,000	0
Total Capital Outlay	\$ 7,178	\$ 20,100	\$ 20,100	\$ 6,000
<b>Contractual</b>				
Consultant services	\$ 6,525	\$ 10,000	\$ 10,000	\$ 10,000 <sup>6</sup>
Expanded Water Resources Monitoring	0	0	0	0
IM Services	21,000	21,000	21,000	21,000
Total Contractual	\$ 27,525	\$ 31,000	\$ 31,000	\$ 31,000
<b>Pass-Thru</b>				
Cooperative Water Resources Monitoring	\$ 99,110	\$ 99,110	\$ 99,110	\$ 95,219
EPA/DNR Stimulus Programs	0	0	0	87,100 <sup>7</sup>
Groundwater Model Update	0	0	0	165,306 <sup>13</sup>
WDOT Rural Work Program (90% funded)	2,336	25,000	25,000	10,000
Total Pass-Thru	\$ 101,446	\$ 124,110	\$ 124,110	\$ 357,625
Gross Total Expenditures	\$ 835,455 <sup>8</sup>	\$ 1,209,021 <sup>8</sup>	\$ 1,041,005 <sup>8</sup>	\$ 1,382,190 <sup>8</sup>
LESS pass-thru	\$ (101,446)	\$ (124,110)	\$ (124,110)	\$ (357,625)
<b>NET TOTAL Expenditures</b>	<b>\$ 734,009</b>	<b>\$ 1,084,911</b>	<b>\$ 916,895</b>	<b>\$ 1,024,565</b>

# Capital Area Regional Planning Commission

2010 Budget (adopted Sept. 10, 2009; amended Feb. 11, 2010 and Dec. 9, 2010 in shaded cells)

	2008 Actual	2009 Adopted (as amended)	2009 Estimated	2010 Amended Budget
<b>REVENUES</b>				
Fees: sewer extensions	\$ 12,000	\$ 30,000	\$ 8,000	\$ 14,400 <sup>9</sup>
Conference Registration	0	0	0	1,425 <sup>13</sup>
Land Use Inventory Grant	0	0	0	11,877 <sup>13</sup>
Local Planning Assistance	912	0	935	0
MMSD	87,909	0	5,100	0
EPA/DNR Water Quality Planning	80,908	75,330	75,330	71,230
Product Sales	387	1,000	350	350
Interest Income (Less Bank Fees)	11,155	12,500	1,000	1,000
WDOT Transportation Plan Integration	4,176	5,000	5,000	2,250
Allocation from Operating Reserves	0	14,000	14,000	23,000 <sup>12</sup>
Pass-Thru (WDOT Rural Work Program)	2,102	25,000	25,000	9,000
Pass-Thru (EPA/DNR Stimulus)	0	0	0	87,100 <sup>7</sup>
Pass-Thru (Groundwater Model Update)	0	0	0	165,306 <sup>13</sup>
Pass-Thru (Coop. Water Resources Monitoring)	99,110	99,110	99,110	95,219
Net Fund Balance	77,695	139,149	139,149	225,690
Dane County Property Tax	680,455	807,931	807,931	686,645 <sup>10</sup>
<b>Gross Total Revenues</b>	<b>\$ 1,056,809</b>	<b>\$ 1,209,020</b>	<b>\$ 1,180,905</b>	<b>\$ 1,394,492</b>
LESS pass-thru	\$ (101,212)	\$ (124,110)	\$ (124,110)	\$ (356,625)
<b>NET TOTAL Revenues</b>	<b>\$ 955,597</b>	<b>\$ 1,084,910</b>	<b>\$ 1,056,795</b>	<b>\$ 1,037,867</b>

## Reserves

Operating	\$ 50,000 <sup>11</sup>	\$ 50,000 <sup>11</sup>	\$ 117,690 <sup>11</sup>	\$ 72,900 <sup>11</sup>
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Estimated '09 EAV (no change from 2008)	\$ 51,833,966,700
Estimated certified budget rate (CBR)	0.00132470%

Fund Balance 1/1/08	\$126,946
2008 Revenues (less fund balance to reduce levy)	\$ 877,902
2008 Expenditures	\$ (734,009)
Fund Balance 1/1/09 (less Oper. Res.)	\$ 270,839

<sup>1</sup> Includes regularly scheduled annual step increases for eligible employees; does NOT include COLA increase; estimates July 5, 2010 start date for ED

<sup>2</sup> Estimated 12% increase health, 10% dental insurance premiums; One retiree remains with sick leave credits, exhausted mid-February; Workers Comp is in "Insurance" Operating Expenses

<sup>3</sup> Based on 13 CARPC meetings, plus 1 ExCom and 1 PersCom meeting on non-CARPC meeting nights, plus 4 workgroup meetings (\$20 per diem+FICA)

<sup>4</sup> Mileage reimbursement based on \$0.585/mile; required travel estimated for 52 meetings (37.2 miles each), 60 USA/FUDA site visits (125 miles each) and 9 conference visits (200 miles each plus meals/odging)

<sup>5</sup> For advertising meeting announcements in local paper

<sup>6</sup> For continued housing & economic analysis study by contract w/ UW-Madison

<sup>7</sup> Three projects to be contracted by CARPC and funded by EPA/DNR for Dec. 2010 completion: USGS Black Earth Creek Monitoring (\$30,000), Yahara Clean Project (\$27,100), and WQP Appendix B update (\$30,000)

<sup>8</sup> Does not include depreciation expenses

<sup>9</sup> Less than 5 acres: \$200/review, estimated 12 reviews = \$2,400  
5 - 15 acres: \$400/review, estimated 12 reviews = \$4,800  
Over 15 acres: \$600/review, estimated 12 reviews = \$7,200

<sup>10</sup> Represents 15.0% decrease from 2009 Includes \$54,036 to be paid by Dane County as Rent and IM services in lieu of cash

<sup>11</sup> Reduced from \$182,500 to \$100,000 by BPP; further reduced to \$95,900 to make up for reduced DNR grant; further reduced by \$23,000 per Feb. 11, 2010 amendment The Government Finance Officers Association recommends an unreserved fund balance of a *minimum* 5 to 15 percent of regular general fund operating revenues (-\$45,000 to \$136,000 based on 2009 estimated), or no less than 1 to 2 months of regular general fund operating expenditures (-\$65,000 to \$130,000)

<sup>12</sup> Amended Feb. 11, 2010: Recruitment increase from \$0 to \$23,000, funded by partial allocation of Operating Reserves, to pay for Exec. Director recruitment

<sup>13</sup> Amended Dec. 9, 2010: Office Supplies decreased from \$22,500 to \$15,700; Workstudy increase from \$21,100 to \$26,100; Conference/Training increase from \$2,500 to \$3,300; Telephone/Internet increase from \$4,500 to \$5,500; Conference Registration revenue added for \$1,425; Land Use Inventory Planning Grant revenue added for \$11,877; and Groundwater Model Update line items added for \$165,306

**Re: Consideration of Purchases of Services Agreement with Dane County to receive an additional \$10,000 to pass-through to sub-contractor in support of the Yahara Lakes project, and to amend the contract between CARPC and sub-contractor to reflect the Agreement**

**Decision Items:**

1. Consider POS with Dane County and amending current contract with Jane Elder Strategies to reflect additional funding

CARPC contracted with DNR in 2010 to receive federal ARRA funds to pass through to three third-party sub-contractors for work on three projects. Of the total amount, \$27,120 was designated for coordination of the Yahara Lakes CLEAN partnership project, a project awarded to Jane Elder Strategies, LLC. This funding will run out at the end of 2010; however, Dane County has made available an additional \$10,000 to allow continuing work on the project into 2011. To pursue this end, the County has drafted a standard Purchase of Services (POS) contract to allow CARPC to receive the \$10,000 to pass through to the sub-contractor in 2011.

The POS is being reviewed by legal counsel. Staff recommends authorizing the Chair and Secretary to sign the contract, and amend as needed based on legal counsel recommendations. Staff also recommends amendment of the CARPC/sub-contractor contract to reflect the additional \$10,000; this contract is available for review upon request (due to the minor change, a copy is not being provided as part of this packet).

Approval of the POS and contract amendment will require a 2011 budget amendment, which may be considered at a later date.

**Materials Included with the Item:**

1. Proposed Purchase of Service contract with Dane County

**Contact for Further Information:**

Kamran Mesbah  
266-9283  
KamranM@CapitalAreaRPC.org

**COUNTY OF DANE**  
**Purchase of Services Agreement**

Number of Pages, including schedules: 9

Agreement No. \_\_\_\_\_

Expiration Date: March 31, 2011

Authority: \_\_\_\_\_ Res. \_\_\_\_\_,

Department: Land and Water Resources

Maximum Cost: \$10,000

Registered Agent: Kamran Mesbah

Address: City County Building, Room 362  
210 Martin Luther King Jr. Blvd., Madison WI  
53703

**THIS AGREEMENT**, made and entered into, by and between the County of Dane (hereafter referred to as "COUNTY") and Capital Area Regional Planning Commission (hereafter, "PROVIDER"),

**W I T N E S S E T H :**

**WHEREAS** COUNTY, whose address is Rm. 234, 1 Fen Oak Court, Madison WI 53718, desires to purchase services from PROVIDER for the purpose of extending an existing consulting agreement to provide additional communications and partnership support; and

**WHEREAS** PROVIDER, whose address is City County Building, Room 362 210 Martin Luther King Jr. Blvd., Madison WI 53703, is able and willing to provide such services;

**NOW, THEREFORE**, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, COUNTY and PROVIDER do agree as follows:

- I. TERM. The term of this Agreement shall commence as of the date by which all parties have executed this Agreement and shall end as of the EXPIRATION DATE set forth on page 1 hereof, unless sooner agreed to in writing by the parties. PROVIDER shall complete its obligations under this Agreement not later than the EXPIRATION DATE. Upon failure of PROVIDER to complete its obligation set forth herein by the EXPIRATION DATE, COUNTY may invoke the penalties, if any, set forth in this document and its attachments.
  
- II. SERVICES.
  - A. PROVIDER agrees to provide the services detailed in the bid specifications, if any; the request for proposals (RFP) and PROVIDER's response thereto, if any; and on the attached Schedule A, which is fully incorporated herein by reference. In the event of a conflict between or among the bid specifications, the RFP or responses thereto, or the terms of Schedule A or any of them, it is agreed that the terms of Schedule A, to the extent of any conflict, are controlling.

- B. PROVIDER shall commence, carry on and complete its obligations under this Agreement with all deliberate speed and in a sound, economical and efficient manner, in accordance with this Agreement and all applicable laws. In providing services under this Agreement, PROVIDER agrees to cooperate with the various departments, agencies, employees and officers of COUNTY.
  - C. PROVIDER agrees to secure at PROVIDER's own expense all personnel necessary to carry out PROVIDER's obligations under this Agreement. Such personnel shall not be deemed to be employees of COUNTY nor shall they or any of them have or be deemed to have any direct contractual relationship with COUNTY.
- III. ASSIGNMENT/TRANSFER: PROVIDER shall neither assign nor transfer any interest or obligation in this Agreement, without the prior written consent of COUNTY unless otherwise provided herein, provided that claims for money due or to become due PROVIDER from COUNTY under this Agreement may be assigned to a bank, trust company or other financial institution without such approval if and only if the instrument of assignment contains a provision substantially to the effect that it is agreed that the right of the assignee in and to any moneys due or to become due to PROVIDER shall be subject to prior claims of all persons, firms and corporations for services rendered or materials supplied for the performance of the work called for in this Agreement. PROVIDER shall promptly provide notice of any such assignment or transfer to COUNTY.
- IV. TERMINATION.
- A. Failure of PROVIDER to fulfill any of its obligations under this Agreement in a timely manner, or violation by PROVIDER of any of the covenants or stipulations of this Agreement, shall constitute grounds for COUNTY to terminate this Agreement by giving a thirty (30) day written notice to PROVIDER.
  - B. The following shall constitute grounds for immediate termination:
    - 1. violation by PROVIDER of any State, Federal or local law, or failure by PROVIDER to comply with any applicable States and Federal service standards, as expressed by applicable statutes, rules and regulations.
    - 2. failure by PROVIDER to carry applicable licenses or certifications as required by law.
    - 3. failure of PROVIDER to comply with reporting requirements contained herein.
    - 4. inability of PROVIDER to perform the work provided for herein.
  - C. Failure of the Dane County Board of Supervisors or the State or Federal Governments to appropriate sufficient funds to carry out COUNTY's obligations hereunder, shall result in automatic termination of this Agreement as of the date funds are no longer available, without notice.
  - D. In the event COUNTY terminates this Agreement as provided herein, all finished and unfinished documents, services, papers, data, products, and the like prepared, produced or made by PROVIDER under this Agreement shall at the option of COUNTY become the property of COUNTY, and PROVIDER shall be entitled to receive just and equitable compensation, subject to any penalty, for any satisfactory work completed on such documents, services, papers, data, products or the like. Notwithstanding the above, PROVIDER shall not be relieved of liability to COUNTY for damages sustained by

COUNTY by virtue of any breach of this Agreement by PROVIDER, and COUNTY may withhold any payments to PROVIDER for the purpose of set-off.

- V. PAYMENT. COUNTY agrees to make such payments for services rendered under this Agreement as and in the manner specified herein and in the attached Schedule B, which is fully incorporated herein by reference. Notwithstanding any language to the contrary in this Agreement or its attachments, COUNTY shall never be required to pay more than the sum set forth on page 1 of this Agreement under the heading MAXIMUM COST, for all services rendered by PROVIDER under this Agreement.
- VI. REPORTS. PROVIDER agrees to make such reports as are required in the attached Schedule C, which is fully incorporated herein by reference. With respect to such reports it is expressly understood that time is of the essence and that the failure of PROVIDER to comply with the time limits set forth in said Schedule C shall result in the penalties set forth herein.
- VII. DELIVERY OF NOTICE. Notices, bills, invoices and reports required by this Agreement shall be deemed delivered as of the date of postmark if deposited in a United States mailbox, first class postage attached, addressed to a party's address as set forth above. It shall be the duty of a party changing its address to notify the other party in writing within a reasonable time.
- VIII. INSURANCE.
- A. PROVIDER shall indemnify, hold harmless and defend COUNTY, its boards, commissions, agencies, officers, employees and representatives against any and all liability, loss (including, but not limited to, property damage, bodily injury and loss of life), damages, costs or expenses which COUNTY, its officers, employees, agencies, boards, commissions and representatives may sustain, incur or be required to pay by reason of PROVIDER furnishing the services or goods required to be provided under this Agreement, provided, however, that the provisions of this paragraph shall not apply to liabilities, losses, charges, costs, or expenses caused by or resulting from the acts or omissions of COUNTY, its agencies, boards, commissions, officers, employees or representatives. The obligations of PROVIDER under this paragraph shall survive the expiration or termination of this Agreement.
- B. In order to protect itself and COUNTY, its officers, boards, commissions, agencies, employees and representatives under the indemnity provisions of this Agreement, PROVIDER shall obtain and at all times during the term of this Agreement keep in full force and effect comprehensive general liability and auto liability insurance policies (as well as professional malpractice or errors and omissions coverage, if the services being provided are professional services) issued by a company or companies authorized to do business in the State of Wisconsin and licensed by the Wisconsin Insurance Department, with liability coverage provided for therein in the amounts of at least \$1,000,000.00 CSL (Combined Single Limits). Coverage afforded shall apply as primary. COUNTY shall be given ten (10) days advance notice of cancellation or nonrenewal. Upon execution of this Agreement, PROVIDER shall furnish COUNTY with a certificate of insurance listing COUNTY as an additional insured and, upon request, certified copies of the required insurance policies. If PROVIDER's insurance is underwritten on a Claims-Made basis, the Retroactive Date shall be prior to or coincide with the date of this Agreement. The Certificate of Insurance shall state that coverage is Claims-Made and indicate the Retroactive Date. PROVIDER shall maintain coverage for the duration of this Agreement and for two years following the completion of this Agreement. PROVIDER shall furnish COUNTY, annually on the policy renewal date, a Certificate of Insurance as evidence of coverage. It is further agreed that PROVIDER shall furnish the COUNTY with a 30-day notice of aggregate erosion, in advance of the Retroactive Date, cancellation, or renewal. It is also agreed that on Claims-Made policies, either PROVIDER or COUNTY may invoke the tail option on behalf of the other party and that the Extended Reporting Period

premium shall be paid by PROVIDER. In the event any action, suit or other proceeding is brought against COUNTY upon any matter herein indemnified against, COUNTY shall give reasonable notice thereof to PROVIDER and shall cooperate with PROVIDER's attorneys in the defense of the action, suit or other proceeding. PROVIDER shall furnish evidence of adequate Worker's Compensation Insurance.

- C. In case of any sublet of work under this Agreement, PROVIDER shall furnish evidence that each and every subcontractor has in force and effect insurance policies providing coverage identical to that required of PROVIDER.
  - D. The parties do hereby expressly agree that COUNTY, acting at its sole option and through its Risk Manager, may waive any and all requirements contained in this Agreement, such waiver to be in writing only. Such waiver may include or be limited to a reduction in the amount of coverage required above. The extent of waiver shall be determined solely by COUNTY's Risk Manager taking into account the nature of the work and other factors relevant to COUNTY's exposure, if any, under this Agreement.
- IX. NO WAIVER BY PAYMENT OR ACCEPTANCE. In no event shall the making of any payment or acceptance of any service or product required by this Agreement constitute or be construed as a waiver by COUNTY of any breach of the covenants of this Agreement or a waiver of any default of PROVIDER and the making of any such payment or acceptance of any such service or product by COUNTY while any such default or breach shall exist shall in no way impair or prejudice the right of COUNTY with respect to recovery of damages or other remedy as a result of such breach or default.
- X. NON-DISCRIMINATION. During the term of this Agreement, PROVIDER agrees not to discriminate on the basis of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs against any person, whether a recipient of services (actual or potential) or an employee or applicant for employment. Such equal opportunity shall include but not be limited to the following: employment, upgrading, demotion, transfer, recruitment, advertising, layoff, termination, training, rates of pay, and any other form of compensation or level of service(s). PROVIDER agrees to post in conspicuous places, available to all employees, service recipients and applicants for employment and services, notices setting forth the provisions of this paragraph. The listing of prohibited bases for discrimination shall not be construed to amend in any fashion state or federal law setting forth additional bases, and exceptions shall be permitted only to the extent allowable in state or federal law.
- XI. CIVIL RIGHTS COMPLIANCE.
- A. If PROVIDER has 20 or more employees and receives \$20,000 in annual contracts with COUNTY, the PROVIDER shall submit to COUNTY a current Civil Rights Compliance Plan (CRC) for Meeting Equal Opportunity Requirements under Title VI of the Civil Rights Act of 1964, Section 504 of the Rehabilitation Act of 1973, Title VI and XVI of the Public Service Health Act, the Age Discrimination Act of 1975, the Omnibus Budget Reconciliation Act of 1981 and Americans with Disabilities Act (ADA) of 1990. PROVIDER shall also file an Affirmative Action (AA) Plan with COUNTY in accordance with the requirements of chapter 19 of the Dane County Code of Ordinances. PROVIDER shall submit a copy of its discrimination complaint form with its CRC/AA Plan. The CRC/AA Plan must be submitted prior to the effective date of this Agreement and failure to do so by said date shall constitute grounds for immediate termination of this Agreement by COUNTY. If an approved plan has been received during the previous CALENDAR year, a plan update is acceptable. The plan may cover a two-year period. Providers who have less than twenty employees, but who receive more than \$20,000

from the COUNTY in annual contracts, may be required to submit a CRC Action Plan to correct any problems discovered as the result of a complaint investigation or other Civil Rights Compliance monitoring efforts set forth herein below. If PROVIDER submits a CRC/AA Plan to a Department of Workforce Development Division or to a Department of Health and Family Services Division that covers the services purchased by COUNTY, a verification of acceptance by the State of PROVIDER's Plan is sufficient.

- B. PROVIDER agrees to comply with the COUNTY's civil rights compliance policies and procedures. PROVIDER agrees to comply with civil rights monitoring reviews performed by the COUNTY, including the examination of records and relevant files maintained by the PROVIDER. PROVIDER agrees to furnish all information and reports required by the COUNTY as they relate to affirmative action and non-discrimination. PROVIDER further agrees to cooperate with COUNTY in developing, implementing, and monitoring corrective action plans that result from any reviews.
- C. PROVIDER shall post the Equal Opportunity Policy, the name of PROVIDER's designated Equal Opportunity Coordinator and the discrimination complaint process in conspicuous places available to applicants and clients of services, applicants for employment and employees. The complaint process will be according to COUNTY's policies and procedures and made available in languages and formats understandable to applicants, clients and employees. PROVIDER shall supply to COUNTY's Contract Compliance Officer upon request a summary document of all client complaints related to perceived discrimination in service delivery. These documents shall include names of the involved persons, nature of the complaints, and a description of any attempts made to achieve complaint resolution.
- D. PROVIDER shall provide copies of all announcements of new employment opportunities to COUNTY's Contract Compliance Officer when such announcements are issued.
- E. If PROVIDER is a government entity having its own compliance plan, PROVIDER'S plan shall govern PROVIDER's activities.

## XII. LIVING WAGE.

- A. PROVIDER agrees to pay all workers employed by PROVIDER in the performance of this Agreement, whether on a full-time or part-time basis, the prevailing living wage as defined in section 25.015(1)(f), Dane County Ordinances. PROVIDER agrees to make available for COUNTY inspection PROVIDER's payroll records relating to employees providing services on or under this Agreement or subcontract.
- B. If any payroll records of PROVIDER contain any false, misleading or fraudulent information, or if PROVIDER fails to comply with the provisions of section 25.015 of the Dane County Code of Ordinances, COUNTY may withhold payments on the Agreement, terminate, cancel or suspend the Agreement in whole or in part, or, after a due process hearing, deny PROVIDER the right to participate in bidding on future county contracts for a period of one year after the first violation is found and for a period of 3 years after a second violation is found.
- C. PROVIDER agrees to submit to COUNTY a certification as required in section 25.015(7) of the Dane County Code of Ordinances.
- D. PROVIDER agrees to display COUNTY's current living wage poster in a prominent place where it can be easily seen and read by persons employed by PROVIDER.

- E. PROVIDER shall ensure that any subcontractors comply with the provisions of this section.
- F. The following are exemptions from the requirements of this section:
  1. When the Maximum Cost of the Agreement is less than \$5,000;
  2. When the provider is a school district, a municipality, or other unit of government;
  3. When the County is purchasing residential services at an established per bed rate;
  4. When employees are persons with disabilities working in employment programs and the provider holds a current sub-minimum wage certificate issued by the U.S. Department of Labor or where such a certificate could be issued but for the fact that the employer is paying a wage higher than the minimum wage;
  5. When an individual receives compensation for providing services to a family member;
  6. When employees are student interns;
  7. When the provider meets any other criteria for exemption outlined in section 25.015(1)(d) of the Dane County Code of Ordinances; and
  8. Where the contract is funded or co-funded by a government agency requiring a different living wage, the higher wage requirement shall prevail.

XIII. DOMESTIC PARTNER EQUAL BENEFITS. The PROVIDER agrees to provide the same economic benefits to all of its employees with domestic partners as it does to employees with spouses, or the cash equivalent if such a benefit cannot reasonably be provided. The PROVIDER agrees to make available for County inspection the PROVIDER's payroll records relating to employees providing services on or under this contract or subcontract. If any payroll records of a PROVIDER contain any false, misleading or fraudulent information, or if a PROVIDER fails to comply with the provisions of s. 25.016, D. C. Ords., the contract compliance officer may withhold payments on the contract; terminate, cancel or suspend the contract in whole or in part; or, after a due process hearing, deny the contractor the right to participate in bidding on future County contracts for a period of one year after the first violation is found and for a period of three years after a second or subsequent violation is found.

XIV. COMPLIANCE WITH FAIR LABOR STANDARDS.

- A. Reporting of Adverse Findings. During the term of this Agreement, PROVIDER shall report to the County Contract Compliance Officer, within ten (10) days, any allegations to, or findings by the National Labor Relations Board (NLRB) or Wisconsin Employment Relations Commission (WERC) that PROVIDER has violated a statute or regulation regarding labor standards or relations,. If an investigation by the Contract Compliance Officer results in a final determination that the matter adversely affects PROVIDER'S responsibilities under this Agreement, and which recommends termination, suspension or cancellation of this agreement, the County may take such action.
- B. Appeal Process. PROVIDER may appeal any adverse finding by the Contract Compliance Officer as set forth in sec. 25.015(11)(c) through (e).
- C. Notice Requirement. PROVIDER shall post the following statement in a prominent place visible to employees: "As a condition of receiving and maintaining a contract with Dane County, this employer shall comply with federal, state and all other applicable laws prohibiting retaliation or union organizing."

XV. MISCELLANEOUS.

- A. Registered Agent. PROVIDER warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that the persons executing this Agreement on its behalf are authorized to do so, and, if a corporation, that the name and address of PROVIDER's registered agent is as set forth opposite the heading REGISTERED AGENT on page 1 of this Agreement. PROVIDER shall notify COUNTY immediately, in writing, of any change in its registered agent, his or her address, and PROVIDER's legal status. For a partnership, the term 'registered agent' shall mean a general partner.
- B. Controlling Law and Venue. It is expressly understood and agreed to by the parties hereto that in the event of any disagreement or controversy between the parties, Wisconsin law shall be controlling. Venue for any legal proceedings shall be in the Dane County Circuit Court.
- C. Limitation Of Agreement. This Agreement is intended to be an agreement solely between the parties hereto and for their benefit only. No part of this Agreement shall be construed to add to, supplement, amend, abridge or repeal existing duties, rights, benefits or privileges of any third party or parties, including but not limited to employees of either of the parties.
- D. Entire Agreement. The entire agreement of the parties is contained herein and this Agreement supersedes any and all oral agreements and negotiations between the parties relating to the subject matter hereof. The parties expressly agree that this Agreement shall not be amended in any fashion except in writing, executed by both parties.
- E. Counterparts. The parties may evidence their agreement to the foregoing upon one or several counterparts of this instrument, which together shall constitute a single instrument.

**IN WITNESS WHEREOF**, COUNTY and PROVIDER, by their respective authorized agents, have caused this Agreement and its Schedules to be executed, effective as of the date by which all parties hereto have affixed their respective signatures, as indicated below.

**FOR PROVIDER:**

Date Signed: \_\_\_\_\_

Date Signed: \_\_\_\_\_

\* \* \*

**FOR COUNTY:**

Date Signed: \_\_\_\_\_  
KATHLEEN M. FALK, County Executive

Date Signed: \_\_\_\_\_  
ROBERT OHLSEN, County Clerk

\* [print name and title, below signature line of any person signing this document]

rev. 3/05

## Schedule A to POS \_\_\_\_\_

1. This contract will be from December 1, 2010 to March 31, 2011.
2. The Capital Area Regional Planning Commission (CARPC) (Provider) will extend its existing consulting agreement with Jane Elder Strategies LLC by \$10,000 for additional work within the following elements of the CARPC/Elder consulting agreement:
  - A. Communications
    - o Design and conduct first phases of a county-wide and Yahara watershed education evaluation
      - Design, pre-test, and refine an email survey of 50-75 contacts doing education and outreach in Dane County including the Yahara watershed; analyze results of survey responses - \$2000
      - Hold a focus group of Dane County Lakes and Watershed Commission members regarding watershed education and outreach priorities - \$500
      - Conduct personal interviews with Office of Lakes and Watershed staff on current outreach and communications goals, effort, and outcomes - \$1000
      - Identify success stories and best practices models for watershed education and recommend their applicability to Dane County, especially the Yahara watershed - \$2500
      - Prepare interim report of these initial phases, to include recommendations for OLW communications and outreach in 2011 (including Take a Stake in the Lakes Days and year-round outreach activities) to most effectively allocate limited resources; and recommendations for a Yahara Educators meeting to establish a collaborative watershed community education initiative for Yahara Future
  - B. Partnership and Successor Organization
    - o Provide 10 hours/month of support (focusing on strategies and outreach) for 3 months to the successor partnership to Yahara Lakes Legacy Partnership, tentatively named Yahara Future - \$3000
3. Susan Jones from the Office of Lakes and Watersheds will be the primary Dane County contact for the Provider. Jones will be responsible for review of consultant work products.

## Schedule B

1. Amount Not To Exceed: The amount of this contract shall not exceed \$10,000.
2. Billing Requirements: The Provider will remit invoices to Dane County. Invoices should contain sufficient detail to identify dates, locations, times of service and costs and total amount billed per invoice. All invoices should be sent to:

Susan Jones  
Office of Lakes & Watersheds  
Dane County Land and Water Resources Department  
1 Fen Oak Court  
Room 234  
Madison, WI 53718-8812

Final invoices must be submitted within 30 days after the end of the contract period.

**Re: Consideration of Resolution CARPC No. 2010-19 amending the CARPC Personnel Manual by updating the salary schedule**

**Decision Items:**

1. Consider updating the CARPC salary schedule

Concurrent with making offers of employment to its staff in November and December 2007, CARPC acted to begin a comprehensive salary study in early 2008. CARPC directed its Personnel Committee to coordinate and manage the process, and hired a consultant (Enetrix LLC, formerly Carlson Dettmann Consulting) to conduct the study.

Based on the results of the study, the Personnel Committee directed staff to draft a revised salary schedule which provides longer, “smoother” pay scales, instead of the large extended merit step increases of the current schedule. The Committee also directed that the rates be competitive with – but not in excess of – Dane County and City of Madison rates. The resulting minimum and maximum rates for those positions with similar County positions are within 1% of the corresponding County rates.

The study did not include the Deputy Director/Division Director position, due to the consultant’s inability to find comparables; therefore, the draft range for that position utilizes the current minimum/maximum rates. The Executive Director position also was not analyzed because the CARPC Budget & Personnel Panel had already set the range. Additionally, staff has proposed a range for a Division Director position currently not filled nor authorized in anticipation of potential future needs.

Draft Resolution CARPC No. 2010-19 is attached for consideration. Also attached are the materials presented to the Personnel Committee at its June 10 meeting, which provides a more detailed background.

**Materials Included with the Item:**

1. Resolution CARPC No. 2010-19
2. “CARPC Salary Structure: For Discussion Purposes Only” dated June 4, 2010, item provided to Personnel Committee

**Contact for Further Information:**

Chris Gjestson, Administrative Services Manager  
266-4138  
ChrisG@CapitalAreaRPC.org

## Resolution CARPC No. 2010-19

### Amending the CARPC Personnel Manual to Update the Salary Schedule

WHEREAS, the Capital Area Regional Planning Commission (“CARPC”) adopted a Personnel Manual on November 8, 2007, which documents CARPC staff organization, employee compensation and personnel benefits, including a salary schedule, and management practices and procedures, agency position descriptions, and other policies governing human resources; and

WHEREAS, in March 2008, CARPC directed its Personnel Committee to coordinate and manage a process to review its employee compensation and salary schedule, and in August 2008 CARPC hired a consultant to conduct a salary study; and

WHEREAS, the study found that the current salary schedule and employee compensation were consistent with comparable local markets; and

WHEREAS, the CARPC Personnel Committee directed staff to prepare a draft salary schedule which was simplified, provided decreased annual step increases for each salary range, and was competitive with but did not exceed compensation schedules of Dane County government and other local public agencies; and

WHEREAS, if the draft schedule replaced the current schedule, the estimated fiscal impact would be negligible, representing an increased cost in 2011 of less than \$3,000, less than one-half of one percent of 2011 personnel expenses, which is reflected in the adopted 2011 budget, and a *decreased* cost over the next three years of less than \$1,600; and

WHEREAS, the CARPC Personnel Committee unanimously recommended adoption of the draft schedule at its meeting of June 10, 2010; and

WHEREAS, the CARPC has reviewed the salary schedule as an amendment to the Personnel Manual, and believes it to be in the best interest of the Commission and its constituents, and is authorized to make such an amendment.

NOW, THEREFORE, BE IT RESOLVED that the Capital Area Regional Planning Commission hereby amends its Personnel Manual by updating the salary schedule on Page 6 to reflect the attached Schedule.

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Date Adopted

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Phil Van Kampen, Chairperson

**CARPC Salary Schedule: Annual Rate**

**December 9, 2010**

**Annual Rates (effective Jan. 1, 2011 through Dec. 31, 2011)**

Rg	Applicable Positions	Step																	
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
5	Planner	38,418	40,518	42,515	44,408	46,197	47,902	49,504	51,002	52,395	53,706	54,912	56,014	57,013	57,928	58,739	59,446	60,050	60,590
7	Administrative Services Manager	40,581	42,661	44,637	46,530	48,298	50,003	51,584	53,082	54,454	55,765	56,950	58,053	59,051	59,946	60,757	61,464	62,067	62,587
10	GIS Specialist Graphic Designer	38,418	40,123	42,120	44,429	47,050	49,962	53,206	56,742	60,590	61,963	63,190	64,293	65,250	66,082	66,768	67,309	67,704	67,974
15	Senior Community Planner Senior Env. Resources Planner Environmental Engineer Restoration Biologist*	59,072	62,150	64,896	67,330	69,430	71,219	72,675	73,798	74,610	75,296	75,962	76,586	77,189	77,771	78,312	78,811	79,310	79,768
20	Division Director*	69,930	71,718	73,445	75,067	76,606	78,062	79,435	80,725	81,931	83,034	84,074	85,030	85,883	86,674	87,360	87,984	88,504	88,941
25	Deputy Director / Division Director**	78,790	80,662	82,430	84,115	85,717	87,235	88,650	89,981	91,229	92,394	93,475	94,453	95,347	96,158	96,886	97,510	98,072	98,509
27	Executive Director***	79,997	81,890	83,678	85,405	87,027	88,566	90,002	91,354	92,622	93,808	94,890	95,888	96,803	97,635	98,363	99,008	99,549	100,006

**Background**

The current CARPC pay schedule is based on that of the dissolved Dane County RPC, which was historically based on the Dane County pay schedule (the RPC receives most of its funding through the Dane County property tax levy). Concurrent to making employment offers in December 2007, the Commission elected to conduct a salary study at a later date to ensure internal and external pay equity.

In 2008, Enetrix LLC (formerly Carlson Dettmann Inc.) was contracted to conduct a salary study; Katie McCloskey was the chief consultant for the project.

The salary study indicated that the current pay for CARPC employees was on average about 102% of “market”, which had been identified by Ms. McCloskey as other Wisconsin RPCs, City of Madison, and Dane County. She suggested that the current employee pay is “working” based on recruitment and retention. Ms. McCloskey further reported that CARPC annual merit step increases were about 5% while the “market” step increases were on average about 2.5%.

Based on Committee input, Ms. McCloskey prepared a draft schedule (“Study Schedule”) with the following features:

- 1) Four ranges for seven CARPC positions (did not include the Deputy Director/Division Director position);
- 2) each range included 10 step increases, provided annually for the first five years of employment and biennially from steps 6 (7 years longevity) to 10 (15 years longevity);
- 3) the hourly control rate, based on 100% of “market”, was at Step 5 (5 years longevity); and
- 4) step increases were in equal increments based on 2.5% of the control rate in each range.

The Committee expressed support for the basic structure of the Study Schedule, but indicated the need for pay rates which were more competitive with local agencies, such as Dane County and City of Madison.

**Preliminary Draft Schedule**

In response to Committee direction, staff prepared a preliminary Draft Schedule (attached) using guidelines provided by the Committee.

1. The Draft Schedule is simplified. Members agreed that the current schedule was too large given the small size of the agency, with an unnecessary number of salary ranges, and too inconsistent (some ranges included 11 increases, most others only 7). The Draft provides only 6 ranges, each with 17 annual step increases. As suggested by Ms. McCloskey, additional ranges can be added as needed (such as that for Division Director and/or Senior Environmental Engineer). The Deputy Director/Division Director position was not analyzed in the Study, but is proposed for inclusion in the Draft because it is currently filled.
2. Percentage of annual pay increases are decreased. Committee members agreed that increases over 5% in addition to COLA increases may be excessive; salaries should be increased in smaller increments which more closely resemble “market” increases identified in the study. For each of the 6 ranges, the Draft utilizes average increases of

1.32%, 1.32%, 1.79%, 2.70%, 2.73%, and 3.44% over 17 years (steps). For all ranges, the maximum percentage increases were reduced.

3. Junior Planner position (“Planner”) is placed in its own salary range with a reduced maximum. While the Study placed the Jr. Planner position with the GIS/Graphics Designer positions, which includes wage rates that matched Senior Planner rates, Committee members agreed that an employee hired as an entry-level Planner should not be “rewarded” for remaining a junior-level Planner. Successful Planners who excel in the position would preferably be promoted to Senior Planner after a reasonable period. The maximum rate for the Planner position is proposed to be similar to the entry rate for Senior Planner.
4. Annual pay increases are provided more evenly. The current structure provides a “bumpy” scale with both large and small increases over time; the Committee recommended a “smooth” scale. The Draft provides consistent annual increases which steadily decrease over time, without additional increases at longevity milestones (see attached charts).
5. Salaries are competitive with those of comparable positions in Dane County Planning. The “market” identified in the Study included all other Wisconsin RPCs; therefore, the wage rates of the Study lagged behind those of local agencies. Members agreed that in order for CARPC to remain competitive the “market” should be considered local public agencies, similar to cities in the county, Dane County or DNR. The Draft was developed by retaining the current CARPC minimum and maximum rates. In each case other than the Planner position the Draft maximum rate is slightly (<1%) less than the equivalent Dane County rate, as requested by the Committee. The salary ranges were determined by placing the median rate *before* Step 8 (of 17 total steps) in order to create a curved scale (using polynomial trendlines) which provides higher increases earlier in the scale, and lower increases later. This approach allows employees to reach the median salary in a reasonable time period, and is similar to that provided City of Madison and Dane County employees, although the Draft Schedule provides smoother ranges which utilize annual – not biennial – increases.

**Impact on current staff.** Implementing the Draft Schedule effective Jan. 1, 2011, assuming no change in the status of current staff, and assuming employees would be placed at the step which most closely matches - but not less than - that scheduled to be earned in 2011, the impact on the CARPC budget is negligible by increasing total salary paid by less than \$3,000. However, over the next three combined budget cycles, there is estimated to be a net reduction of about \$1,500. The following table summarizes the estimated impacts of adopting the Draft Schedule.

Position	Vs. Current Salary Schedule	
	2011	2011-2013 total
Administrative Services Manager	\$ 595.20	( \$ 1,337.60 )
Planner	( 89.60 )	( 2,731.20 )
Graphic Designer	1,705.60	( 284.80 )
Environmental Engineer	( 422.40 )	518.40
Senior Community Planner	546.00	2,276.00
Senior Environmental Resources Planner	561.60	( 6.40 )
TOTAL	\$ 2,896.40	( \$ 1,565.60 )

Salary Structure Comparison (2009)							
	MEDIAN	LOW	HIGH	YRS to HIGH	Avg Increment	Max % step increase	Avg % increase
<b>Admin. Services Manager</b>							
Study	22.90	20.04	25.76	15.0	0.38	2.84%	1.70%
Dane Co.	25.28	20.36	30.20	16.0	0.62	4.86%	2.51%
C. Madison (Program Assist. 3)	22.78	20.15	25.40	25.0	0.21	3.14%	0.94%
CARPC Current	24.80	19.51	30.09	17.0	0.62	7.45%	2.61%
Draft	24.80	19.51	30.09	17.0	0.62	5.13%	2.70%
<b>Planner</b>							
Study	22.90	20.04	25.76	15.0	0.38	2.84%	1.70%
Dane Co.	26.06	19.31	32.80	16.0	0.84	4.91%	3.38%
C. Madison (Planner 1)	26.88	23.19	30.58	25.0	0.30	4.44%	1.12%
CARPC Current	25.58	18.47	32.68	17.0	0.84	9.25%	3.46%
Draft	23.80	18.47	29.13	17.0	0.63	5.47%	2.73%
<b>GIS Specialist, Graphic Designer</b>							
Study	24.00	21.00	27.00	15.0	0.40	2.86%	1.70%
Dane Co.	26.06	19.31	32.80	16.0	0.84	4.91%	3.38%
C. Madison (Planning GIS Specialist)	28.02	24.08	31.95	25.0	0.31	4.98%	1.15%
CARPC Current	25.58	18.47	32.68	17.0	0.84	9.25%	3.46%
Draft	25.58	18.47	32.68	17.0	0.84	6.78%	3.44%
<b>Senior Planners, Env. Engineer</b>							
Study	32.00	28.00	36.00	15.0	0.53	2.86%	1.70%
Dane Co.	34.09	29.66	38.52	16.0	0.55	4.82%	1.67%
C. Madison (Planner 4, Engineer 4)	35.10	29.84	40.35	25.0	0.42	4.99%	1.23%
CARPC Current	33.38	28.40	38.35	17.0	0.59	8.02%	1.81%
Draft	33.38	28.40	38.35	17.0	0.59	5.21%	1.79%

**DRAFT Salary Schedule: DISCUSSION SCENARIO #1**

**June 4, 2010**

Hourly Rates (effective Jan. 1, 2011 through Dec. 31, 2011)																			
Rg	Applicable Positions	Step																	
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
5	Planner	18.47	19.48	20.44	21.35	22.21	23.03	23.80	24.52	25.19	25.82	26.40	26.93	27.41	27.85	28.24	28.58	28.87	29.13
7	Administrative Services Manager	19.51	20.51	21.46	22.37	23.22	24.04	24.80	25.52	26.18	26.81	27.38	27.91	28.39	28.82	29.21	29.55	29.84	30.09
10	GIS Specialist Graphic Designer	18.47	19.29	20.25	21.36	22.62	24.02	25.58	27.28	29.13	29.79	30.38	30.91	31.37	31.77	32.1	32.36	32.55	32.68
15	Senior Community Planner Senior Env. Resources Planner Environmental Engineer Restoration Biologist*	28.40	29.88	31.20	32.37	33.38	34.24	34.94	35.48	35.87	36.20	36.52	36.82	37.11	37.39	37.65	37.89	38.13	38.35
20	Division Director*	33.62	34.48	35.31	36.09	36.83	37.53	38.19	38.81	39.39	39.92	40.42	40.88	41.29	41.67	42.00	42.30	42.55	42.76
25	Deputy Director / Division Director**	37.88	38.78	39.63	40.44	41.21	41.94	42.62	43.26	43.86	44.42	44.94	45.41	45.84	46.23	46.58	46.88	47.15	47.36
27	Executive Director***	38.46	39.37	40.23	41.06	41.84	42.58	43.27	43.92	44.53	45.1	45.62	46.1	46.54	46.94	47.29	47.6	47.86	48.08

\* Position not currently authorized; Division Director rates median of Ranges 15 and 25

\*\* Position not analyzed in Study; proposed based on current compensation of Deputy Director/Division Director position (Step 17 rate is the current base rate of the DD/DD, which is 98.5% of Step 17 for ED; Step 0 determined by multiplying ED Step 0 by 98.5%; median rate placed at Step 6. Division Director max/min rates determined as median of max/min rates of positions above and below in the schedule; range median placed at Step 6)

\*\*\* Position contracted; hourly rate based on annual salary of \$80,000 to \$100,000, as determined by CARPC Budget & Personnel Panel (7/18/2007)

*For Discussion Purposes Only*

**Annual Rates (effective Jan. 1, 2011 through Dec. 31, 2011)**

Rg	Applicable Positions	Step																	
		0	1	2	3	4	5	6	7	8	9	10	11	12	13	14	15	16	17
5	Planner	38,418	40,518	42,515	44,408	46,197	47,902	49,504	51,002	52,395	53,706	54,912	56,014	57,013	57,928	58,739	59,446	60,050	60,590
7	Administrative Services Manager	40,581	42,661	44,637	46,530	48,298	50,003	51,584	53,082	54,454	55,765	56,950	58,053	59,051	59,946	60,757	61,464	62,067	62,587
10	GIS Specialist Graphic Designer	38,418	40,123	42,120	44,429	47,050	49,962	53,206	56,742	60,590	61,963	63,190	64,293	65,250	66,082	66,768	67,309	67,704	67,974
15	Senior Community Planner Senior Env. Resources Planner Environmental Engineer Restoration Biologist*	59,072	62,150	64,896	67,330	69,430	71,219	72,675	73,798	74,610	75,296	75,962	76,586	77,189	77,771	78,312	78,811	79,310	79,768
20	Division Director*	69,930	71,718	73,445	75,067	76,606	78,062	79,435	80,725	81,931	83,034	84,074	85,030	85,883	86,674	87,360	87,984	88,504	88,941
25	Deputy Director / Division Director**	78,790	80,662	82,430	84,115	85,717	87,235	88,650	89,981	91,229	92,394	93,475	94,453	95,347	96,158	96,886	97,510	98,072	98,509
27	Executive Director***	79,997	81,890	83,678	85,405	87,027	88,566	90,002	91,354	92,622	93,808	94,890	95,888	96,803	97,635	98,363	99,008	99,549	100,006

\* Position not currently authorized; Division Director rates median of Ranges 15 and 25

\*\* Position not analyzed in Study; proposed based on current compensation of Deputy Director/Division Director position (Step 17 rate is the current base rate of the DD/DD, which is 98.5% of Step 17 for ED; Step 0 determined by multiplying ED Step 0 by 98.5%; median rate placed at Step 6. Division Director max/min rates determined as median of max/min rates of positions above and below in the schedule; range median placed at Step 6)

\*\*\* Position contracted; hourly rate based on annual salary of \$80,000 to \$100,000, as determined by CARPC Budget & Personnel Panel (7/18/2007)

Current CARPC Salary Schedule

Range	HOURLY										ANNUAL										
	Step										Step										
	A	B	C	D	E	F	G	H	I	J	A	B	C	D	E	F	G	H	I	J	
M-5	18.48	19.39	20.33	21.29	22.32						38,438	40,331	42,286	44,283	46,426						
M-5-6	18.47	19.29	20.19	21.13	22.15	22.45	23.53				38,418	40,123	41,995	43,950	46,072	46,696	48,942				
M-5-9	18.47	19.29	20.19	21.13	22.15	24.19	25.35	26.58	27.86	29.18	38,418	40,123	41,995	43,950	46,072	50,315	52,728	55,286	57,949	60,694	
M-6	19.52	20.44	21.42	22.45	23.53						40,602	42,515	44,554	46,696	48,942						
M-6-8	19.51	20.42	21.36	22.29	23.25	24.48	25.64	26.87			40,581	42,474	44,429	46,363	48,360	50,918	53,331	55,890			
M-7	20.71	21.71	22.76	23.82	24.97						43,077	45,157	47,341	49,546	51,938						
M-8	22.27	23.31	24.45	25.64	26.87						46,322	48,485	50,856	53,331	55,890						
M-9	24.19	25.35	26.57	27.86	29.18						50,315	52,728	55,266	57,949	60,694						
M-10	26.22	27.49	28.79	30.19	31.61						54,538	57,179	59,883	62,795	65,749						
M-11	28.40	29.77	30.74	32.65	34.24						59,072	61,922	63,939	67,912	71,219						
M-12	30.52	32.00	33.56	35.14	36.84						63,482	66,560	69,805	73,091	76,627						
M-13	32.87	34.46	36.10	37.87	39.66						68,370	71,677	75,088	78,770	82,493						
M-14	35.18	36.91	38.67	40.53	42.46						73,174	76,773	80,434	84,302	88,317						
M-15	37.64	39.46	41.35	43.33	45.41						78,291	82,077	86,008	90,126	94,453						
M-16	40.30	42.21	44.25	46.39	48.60						83,824	87,797	92,040	96,491	101,088						
M-17	43.13	45.20	47.36	49.62	52.03						89,710	94,016	98,509	103,210	108,222						
M-18	46.11	48.32	50.66	53.09	55.62						95,909	100,506	105,373	110,427	115,690						
M-19	49.36	51.72	54.22	56.79	59.52						102,669	107,578	112,778	118,123	123,802						
G-6	16.88	17.09	17.39	17.71	18.09						35,110	35,547	36,171	36,837	37,627						
G-7	17.09	17.39	17.71	18.09	18.39						35,547	36,171	36,837	37,627	38,251						
G-8	17.39	17.71	18.09	18.39	18.76						36,171	36,837	37,627	38,251	39,021						
G-9	17.71	18.09	18.39	18.76	19.17						36,837	37,627	38,251	39,021	39,874						
G-10	18.09	18.39	18.76	19.17	19.57						37,627	38,251	39,021	39,874	40,706						
G-11	18.39	18.76	19.17	19.57	19.99						38,251	39,021	39,874	40,706	41,579						
G-12	18.76	19.17	19.57	19.99	20.44						39,021	39,874	40,706	41,579	42,515						
G-13	19.17	19.57	19.99	20.44	20.90						39,874	40,706	41,579	42,515	43,472						
G-14	19.57	19.99	20.44	20.90	21.38						40,706	41,579	42,515	43,472	44,470						
G-15	19.99	20.44	20.90	21.38	21.86						41,579	42,515	43,472	44,470	45,469						
G-16	20.44	20.90	21.38	21.86	22.46						42,515	43,472	44,470	45,469	46,717						
G-17	20.90	21.38	21.86	22.46	23.01						43,472	44,470	45,469	46,717	47,861						
G-18	21.38	21.86	22.46	23.01	23.67						44,470	45,469	46,717	47,861	49,234						
G-19	21.86	22.46	23.01	23.67	24.35						45,469	46,717	47,861	49,234	50,648						
G-20	22.46	23.01	23.67	24.35	25.00						46,717	47,861	49,234	50,648	52,000						

**Re: Consideration of CARPC 2011 meeting calendar**

**Decision Items:**

1. Consider 2011 meeting calendar

The draft 2011 meeting calendar (attached) continues the monthly meeting schedules of the CARPC and its Executive Committee. Personnel Committee and other sub-committee and workgroup meetings are held as needed.

*Please do not schedule other meetings for the fourth Thursdays of each month, so that additional CARPC meetings may be called as needed.*

**Materials Presented with Item:**

1. Draft 2011 meeting calendar

**Contact for Further Information:**

Chris Gjestson  
266-4138  
[ChrisG@CapitalAreaRPC.org](mailto:ChrisG@CapitalAreaRPC.org)

# CARPC & Executive Committee 2011 Meeting Calendar

- NOTE:** 1. Meetings convene typically at 7:00 p.m. for CARPC meetings and 6:30 or 6:45 p.m. for Executive Committee meetings; refer to each agenda for official times.
2. 4<sup>th</sup> Thursdays of each month should be reserved for CARPC meetings (to be called as needed).

January						
sun	mon	tue	wed	thu	fri	sat
						1
2	3	4	5	6	7	8
9	10	11	12	<b>13</b>	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

February						
sun	mon	tue	wed	thu	fri	sat
		1	2	3	4	5
6	7	8	9	<b>10</b>	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28					

March						
sun	mon	tue	wed	thu	fri	sat
		1	2	3	4	5
6	7	8	9	<b>10</b>	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30	31		

April						
sun	mon	tue	wed	thu	fri	sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	<b>14</b>	15	16
17	18	19	20	21	22	23
24	25	26	27	28	29	30

May						
sun	mon	tue	wed	thu	fri	sat
1	2	3	4	5	6	7
8	9	10	11	<b>12</b>	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31				

June						
sun	mon	tue	wed	thu	fri	sat
			1	2	3	4
5	6	7	8	<b>9</b>	10	11
12	13	14	15	16	17	18
19	20	21	22	23*	24	25
26	27	28	29	30		

\* CARPC meeting may be held June 23 for 2012 Budget preparation

July						
sun	mon	tue	wed	thu	fri	sat
					1	2
3	4	5	6	7	8	9
10	11	12	13	<b>14</b>	15	16
17	18	19	20	21	22	23
24/31	25	26	27	28	29	30

August						
sun	mon	tue	wed	thu	fri	sat
	1	2	3	4	5	6
7	8	9	10	<b>11</b>	12	13
14	15	16	17	18	19	20
21	22	23	24	25	26	27
28	29	30	31			

September						
sun	mon	tue	wed	thu	fri	sat
				1	2	3
4	5	6	7	<b>8</b>	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	

October						
sun	mon	tue	wed	thu	fri	sat
						1
2	3	4	5	6	7	8
9	10	11	12	<b>13</b>	14	15
16	17	18	19	20	21	22
23/30	24/31	25	26	27	28	29

November						
sun	mon	tue	wed	thu	fri	sat
		1	2	3	4	5
6	7	8	9	<b>10</b>	11	12
13	14	15	16	17	18	19
20	21	22	23	24	25	26
27	28	29	30			

December						
sun	mon	tue	wed	thu	fri	sat
				1	2	3
4	5	6	7	<b>8</b>	9	10
11	12	13	14	15	16	17
18	19	20	21	22	23	24
25	26	27	28	29	30	31

**Re: Consideration of directing Chair to sign Memorandum of Understanding with Dane County to continue receiving GIS services from Aaron Krebs in 2011**

**Decision Items:**

1. Consider continuing the agreement between Dane County Planning and Development and CARPC that allows Aaron Krebs to provide GIS services on 0.50 FTE basis to CARPC.

For the first full three years of CARPC operations, the Commission entered into an agreement with Dane County in order to continue an employment arrangement which began in 2004 between Dane County and Dane County RPC. Aaron Krebs was hired by DCRPC as a part-time GIS Specialist while also working part-time for Dane County Department of Planning and Development (DCDPD). When DCRPC dissolved in October 2004, its employees transferred to Dane County employment. When CARPC was created and hired its staff, the Commission agreed to sign an MOU so that it could continue to get Aaron's GIS services half-time while allowing him to remain a full-time employee of DCDPD in order to simplify his employment.

The attached MOU drafted by CARPC staff continues the 2007-2010 arrangement at a 3% cost increase, due to increased wage and benefit costs. The total amount reflected in the MOU is the amount approved in the 2011 CARPC budget adopted September 9, 2010 (\$30,833).

**Materials Presented with Item:**

1. CARPC/Dane County 2011 MOU

**Contact for Further Information:**

Chris Gjestson, Administrative Services Manager  
266-4138  
ChrisG@CapitalAreaRPC.org

## Memorandum of Understanding

December 9, 2010

This Memorandum of Understanding ("MOU") constitutes an agreement between two parties, which are Dane County and the Capital Area Regional Planning Commission ("CARPC").

### Background and Purpose

In February 2004, Aaron Krebs was hired as half-time GIS Specialist by the Dane County RPC. Mr. Krebs continued this role upon RPC dissolution in October 2004, when RPC employment transferred to Dane County to continue the water quality planning functions of the RPC. CARPC succeeded the RPC upon its creation in May 2007, and hired its employees effective January 1, 2008. Dane County and CARPC each continued to require the half-time services of Mr. Krebs. In order to simplify his employment status, Dane County retained Mr. Krebs full-time, and made his services available to CARPC on a half-time basis. This arrangement lowered costs associated with the administration of employee salary and benefits, and provided the employee with a single source of salary and benefits.

The sole intent of this MOU is to continue Mr. Krebs' half-time service to both CARPC and Dane County.

### Agreement

Both parties expressly agree to the following.

- 1) Mr. Krebs will split his work time and used leave equally between Dane County and CARPC in 2011, which will average 20 hours per week for each party. Nothing in this MOU shall be construed so as to permit Dane County to require Mr. Krebs to divert hours due to the CARPC to work for Dane County.
- 2) In exchange for Mr. Krebs' services, CARPC agrees to pay \$30,833 to Dane County in quarterly installments of \$7,708.25 each. This amount is equal to that budgeted by CARPC in 2011 for the half-time GIS Specialist position, inclusive of all wages and benefits. Should Mr. Krebs' employment with Dane County terminate for any reason in 2011, both parties agree that CARPC will pay Dane County on a pro-rated basis.
- 3) Both parties recognize that the workload required by each party may vary over periods of time. During those periods of time, Mr. Krebs may increase or decrease his work time in the service of each party at his discretion, so long as he maintains on average a 40-hour work week and has averaged 20 hours of service for each party over the course of the year, and has fully considered the needs of both parties.
- 4) Both parties agree that Mr. Krebs shall perform his work functions for each party under the direction of his supervisor in each party.
- 5) The agency managers for the purposes of this MOU shall be the CARPC Deputy Director and the Dane County Department of Planning and Development Director.
- 6) If either party wishes to change this arrangement, it shall provide formal written notice to the other party at least 12 months prior to the desired effective date of change.

### Period of Agreement

This MOU will be effective January 1, 2011 through December 31, 2011. No modifications may be made unless agreed upon in writing by both parties.

for Dane County

for Capital Area Regional Planning  
Commission

\_\_\_\_\_  
Kathleen Falk, Dane County Executive      Date

\_\_\_\_\_  
Phil Van Kampen, Chair, CARPC      Date

**Re: Consideration of entering into contract with the Wisconsin Department of Natural Resources for water quality management planning for July 2010 through June 2011**

**Decision Items:**

1. Consider water quality planning contract with DNR

The annual Wisconsin Department of Natural Resources contract has been completed by the DNR based on the work program submitted earlier this year by CARPC staff. The contract amount of \$107,280 is \$36,050 more than estimated in the draft 2011 budget, and is being provided for the needed updating of technical appendices of the *Dane County Water Quality Plan* (Appendix D: Urban Non-point Source Analysis; and Appendix I: On-site Wastewater Systems Management).

The contract is very similar to previous versions, including the 2008-2009 contract, which was reviewed by John St. Peter. It provides partial funding for water quality planning work in areas of wastewater planning and review, stormwater planning and review, and sewer service area planning.

Staff recommends authorizing the Chair and Secretary to sign the contract.

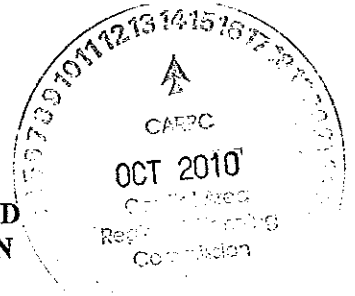
**Materials Included with the Item:**

1. 2010-2011 WDNR – CARPC contract

**Contact for Further Information:**

Kamran Mesbah  
266-9283  
KamranM@CapitalAreaRPC.org

**AGREEMENT BETWEEN  
WISCONSIN DEPARTMENT OF NATURAL RESOURCES AND  
THE CAPITAL AREA REGIONAL PLANNING COMMISSION**



THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and the Capital Area Regional Planning Commission (CARPC)(Grantee) for the purpose of providing water quality management planning assistance to the Department.

FOR AND IN CONSIDERATION of the terms and conditions contained in this Grant Agreement, the above-named parties agree:

1. PERIOD OF AGREEMENT: This grant agreement shall be for the period of July 1, 2010 until June 30, 2011, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department.
2. CANCELLATION: The Department reserves the right to cancel this grant agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This grant agreement, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire grant agreement and previous communications or agreements pertaining to the subject matter of this grant agreement are hereby superseded. Any grant agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this grant agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Grantee agrees to perform the following services to the satisfaction of the Department:
  - A. See Attached June 16, 2010 Capital Area Regional Planning Commission transmittal letter and Water Quality Planning Work Program
  - B. Reports:
    - 1) Provide quarterly reports to the Department in October, January, April and July describing all applicable work activities completed or in progress, activities anticipated during the next quarter, and any problems/issues that could affect completing this work on time. Quarterly reports should be a one or two page report,

providing the following information:

- a) Project Goals
  - b) Progress this Quarter
  - c) Activities Planned for Next Quarter
  - d) Problems/Issues (including any that could affect completing the project on time)
- 2) Prepare and submit to the Department within 60 days after the end of the agreement a final report describing all work activities. This report shall be subject to review and approval by the Department of Natural Resources.

6. AGENCY CONTACTS: All communications regarding this grant agreement will be made through the designated agency contacts. The designated contacts are:

Grantee - Phil Van Kampen, Chair  
Capital Area Regional Planning Commission  
City County Building, Room 362  
210 Martin Luther King Jr. Blvd.  
Madison, WI 53703-3350

Department - Lisa Helmuth  
Wisconsin Department of Natural Resources  
Bureau of Watershed Management – WT/3  
101 S. Webster Street, P.O. Box 7921  
Madison, WI 53707-7921

7. TERMINATION:

- A. This grant agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Grantee to fulfill its obligation under this grant agreement, provided, that the Department shall give the Grantee not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this grant agreement shall be made. Any payment due to the Grantee at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Grantee's default. The equitable adjustment for any termination shall provide for payment to the Grantee for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Grantee relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Grantee shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2) terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Grantee in performing this grant

agreement, whether completed or in process.

- D. Upon termination pursuant to paragraph A above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Grantee is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.

8. **PAYMENT:** The Department agrees to reimburse the Grantee \$31,700 in federal 604b funds (CFDA #66.454) to be earned by September 30, 2010, and \$75,580 in state FY11 general purpose revenue funds (state identification #370.604) to be earned by June 30, 2011, for a contract total of \$107,280. The Grantee may claim eligible costs for reimbursement for work conducted between July 1, 2010 and the end of the grant agreement.

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent electronically to [Lisa.Helmuth@wisconsin.gov](mailto:Lisa.Helmuth@wisconsin.gov) and in paper form to:

Greg Searle, Section Chief, Management and Monitoring Section  
Department of Natural Resources  
Bureau of Watershed Management - WT/3  
P.O. Box 7921  
Madison, WI 53707

Copies of billings and all reports must also be sent to:

Lisa Helmuth  
Department of Natural Resources  
Bureau of Watershed Management – WT/3  
P.O. Box 7921  
Madison, WI 53707

Final invoices must be submitted within 60 days after the end of the grant agreement. If the final report as identified in 5, B above does not accompany the final billing, the Department may withhold 10% of the total dollars of this grant agreement until the final report is received, reviewed and approved by the Department.

9. **RECORDS; ACCESS:** The Grantee shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this grant agreement in accordance with generally accepted accounting principles and practices. The Grantee shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this grant agreement and a copy of the cost summary submitted to the Department. The Department or any of its duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken,

shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.

10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.
11. INDEMNIFICATION. The Grantee agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this grant agreement or omissions of Grantee's employees, agents or representatives.
12. INSURANCE. The Grantee performing services for the State of Wisconsin shall:
  - A. Maintain worker's compensation insurance for all employees engaged in the work.
  - B. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
  - C. Provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
  - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount of twenty-five thousand dollars (\$25,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement commences if an acceptable plan

is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than 25 employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" grantee, termination of the grant agreement or withholding of payment.

15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the U.S. Environmental Protection Agency, CFDA #66.454. This procurement will be subject to regulations contained in 40 CFR Parts 31 and 40 and OMB Circular 133. Neither the United States nor the Environmental Protection Agency is party to this agreement.
16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this grant agreement.
17. ANTITRUST ASSIGNMENT. The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
18. TAX DELINQUENCY. Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

The undersigned, as representatives of their respective agencies, hereto agree to this grant agreement.

STATE OF WISCONSIN  
DEPARTMENT OF NATURAL RESOURCES

Date 10.12.2010

By Mary Ellen Wolcott  
for Matthew J. Frank, Secretary

CAPITAL AREA REGIONAL PLANNING  
COMMISSION

Date \_\_\_\_\_

By \_\_\_\_\_  
Phil Van Kampen, Chair

Date \_\_\_\_\_

By \_\_\_\_\_  
Peter McKeever, Secretary



210 Martin Luther King Jr. Blvd. Room 362 Madison, WI 53703 Phone: 608-266-4137 Fax: 608-266-9117 www.CapitalAreaRPC.org Info@CapitalAreaRPC.org

June 16, 2010

Ms. Lisa Helmuth  
Bureau of Watershed Management  
Wisconsin Department of Natural Resources  
101 South Webster Street, WT/3  
P.O. Box 7921  
Madison, WI 53707-7921

RE: 2010-2011 Dane County Water Quality Planning Work Program

Dear Ms. Helmuth:

Enclosed is a proposed Water Quality Planning Work Program for the period of 7/1/10 through 6/30/11 for your review and consideration in developing our 2010-2011 contract. The work program reflects a continuing water quality planning program directed primarily at the essential sewer service area, environmental corridor and point source facility planning needs, and urban stormwater management assistance. The total cost of the proposed 2010-2011 work program activities is estimated to be \$214,560 as shown in the budget table. We would propose to undertake these activities with a combined GPR/604b grant and local match. We have shown a grant amount of \$107,280, which represents a funding level of 50 percent. If federal and state funding constraints limit the availability of funds at this level, we will reduce activities or seek additional local match contributions.

It is somewhat difficult for us to set priorities in the event that sufficient funding is not available to support all of the proposed activities. Work elements 3141, 3142, and 3143 are required continuing point source and service area water quality planning activities that we must perform as part of our continuing water quality planning work, and matching funding to support these activities is essential. Funding for work element 3144 is necessary to update the technical appendix of the water quality plan that deals with on-site wastewater system management. This update will account for the change in state standards for on-site systems since the last update of Appendix I, and the potential for new technologies to address historically problematic clusters of on-site systems in the region where no cost-effective option could be identified in the past. Funding for work element 3151 is essential to support our continuing strategic role in stormwater management. This approach ensures the implementation of state of

the art Best Management Practices that are responsive to the mitigation needs of affected resources, and incorporates these based on site-specific requirements into new development.

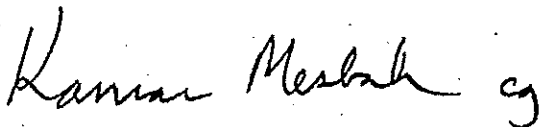
We hope that sufficient funding can be found to support our request. Keep in mind that because of our request for only matching funds, every dollar in grant reduction requires elimination of two dollars in water quality planning activities. We would welcome suggestions from you regarding reductions in our proposed work program.

The proposed 2010-2011 work program does not request funding support for other CARPC water quality planning activities which supplement or complement the work program activities. These include administering a cooperative water quality monitoring program, providing routine technical assistance to municipalities in watershed and nonpoint source control planning, urban erosion and stormwater management, wetland and groundwater protection, lake management, and staff assistance for the Capital Area Regional Planning Commission to become the lead areawide water quality management agency for this designated region.

We appreciate your consideration of our proposed 2010-2011 work program and thank you for your continued assistance.

Please contact me if you need additional information or have questions.

Sincerely,

A handwritten signature in cursive script that reads "Kamran Mesbah" followed by a small "cg" monogram.

Kamran Mesbah,  
Deputy Director/Director of Environmental Resources Planning

Enclosure

KM:cg

**Proposed 2010-2011 Work Program for the Grant Agreement Between the  
Wisconsin Department of Natural Resources and  
Capital Area Regional Planning Commission  
(July 1, 2010 – June 30, 2011)**

**Work Element 3141: Wastewater Systems Planning**

Work activities during the contract period include continuing work providing general assistance, data and population and flow forecasts for MMSD and other management agencies engaged in facilities planning or special wastewater studies; reviewing facilities plans and studies for MMSD and other outlying communities for consistency with plans, and participating in interagency meetings and advisory committees on wastewater facilities planning; reviewing and analyzing CMAR reports for wastewater treatment facilities; reviewing and commenting on WPDES permits; reviewing and commenting on consistency of MMSD annexations with plans; and conducting public meetings and hearings on point source *Water Quality Plan* revisions. Work effort is by the Environmental Engineer (1.0 person-month) and the Division Director (1.0 person-months).

**Products:** Data and review comments on facilities plans, WPDES permits, MMSD annexations, CMAR Report analysis and archiving; and special point source studies.

**CARPC Staff Effort and Costs:** 2.0 person months \$21,456

**Work Element 3142: Wastewater Systems Service**

2010-2011 work activities include review of all public and private sewer extensions (estimate 120/yr) for consistency with plans, service areas, and conditions of approval; participation in public meetings, hearings and committees related to point source issues; review of point source related legislation and administrative rule changes. Work effort is by the Environmental Engineer (2.0 person-months) and the Division Director (1.0 person-month).

**Products:** Sewer extension reviews (estimate 120), review comments and hearing testimony relative to point source issues.

**CARPC Staff Effort and Costs:** 3.0 person months \$32,184

**Work Element 3143: Urban Service Area and Environmental Corridor Delineation**

2010-2011 work activities include review of guidelines, and revising and updating urban service area and environmental corridor delineations to reflect revised and updated population forecasts for all urban service areas, new or revised resource information, approved site plans and plats, public open space purchases, revised official maps and plans; preparing analysis reports, including the evaluation of impacts and mitigation measures, and conducting public hearings on all service area plan amendments and major changes to environmental corridors (estimate 12); providing support data to DNR for service area and environmental corridor revisions and environmental assessments. Work effort is by Environmental Engineer (2.0 person-months), and Division Director (3.0 person-months). Additional work will be directed to

FUDA planning and updated scientific research, and finalizing the work of the Policies and Criteria Advisory Group which is expected to provide recommendations to the Commission based on inputs that have been solicited from units of government and other stakeholders. Work effort is by Environmental Planner (2.0 person-months), Community Planner (1.0 person-months), and Division Director (1.0 person-months).

**Products:** Revised urban service area boundary and environmental corridor delineations, support data for environmental assessments, plan revisions, and recommendations for refining the adopted policies and criteria for service area amendments.

**CARPC Staff Effort and Costs:** 9.0 person months \$96,552

#### **Work Element 3144: On-Site Wastewater Systems Management**

Work activities include updating Appendix I of the *Dane County Water Quality Plan* (on-site wastewater systems management) based on the latest inventory of on-site systems in the region (based on the 2010 land use inventory and septic system data). Latest groundwater quality data will be included in the analysis to update the impact of on-site systems on the water quality of the region. An evaluation of concentrated areas of on-site systems will be included to identify areas which are likely to need public sanitary sewer service based on cost-effectiveness and environmental impact. A re-evaluation of cost-effectiveness of alternative on-site systems for areas with historical on-site system problems will also be included. Work effort is by Environmental Engineer (2.0 person-months), and Division Director (1.0 person-month).

**Products:** Updated Appendix I of the *Dane County Water Quality Plan*.

**CARPC Staff Effort and Costs:** 3.0 person-months \$32,184

#### **Work Element 3151: Urban Nonpoint Source Management**

Work activities include adopting the draft update of Appendix D of the *Dane County Water Quality Plan* (urban non-point source management), and reviewing stormwater management plans for new development for consistency with the conditions imposed by the *Dane County Water Quality Plan*. Additional activities include assisting urban units of government in developing and implementing detailed watershed plans and projects, assisting communities in implementing urban nonpoint source recommendations of the *Dane County Water Quality Plan*, and incorporating urban nonpoint source recommendations into community land use and comprehensive plans. Provide technical assistance to communities in reviewing site development stormwater plans for water quality impacts, and implementing WDNR and USEPA stormwater permit requirements. Work effort is by Environmental Engineer (2.0 person-months) and Division Director (1.0 person-month).

**Products:** Data and review comments on watershed plans, projects, ordinances, and site development plans for water quality impacts.

**CARPC Staff Effort and Costs:** 3.0 person months \$32,184

**Capital Area Regional Planning Commission  
 2010-2011 Water Quality Planning Work Program Budget  
 (July 1, 2010 – June 30, 2011)**

<b>Work Element</b>	<b>Total CARPC Person Months</b>	<b>Total Cost</b>	<b>GPR/604b Grant Request</b>
3141	2.0	\$ 21,456	\$ 10,728
3142	3.0	32,184	16,092
3143	9.0	96,552	48,276
3144	3.0	32,184	16,092
3151	3.0	32,184	16,092
<b>Total</b>	<b>20.0</b>	<b>\$ 214,560</b>	<b>\$ 107,280</b>

**Re: Communications**

**Decision Items:**

1. None

Sen. Feingold and Rep. Baldwin acknowledged receipt of CARPC request of support for the federal Livable Communities Act; their letters are attached.

**Materials Included with the Item:**

1. Letters from Sen. Feingold and Rep. Baldwin

**Contact for Further Information:**

Kamran Mesbah  
266-9283  
KamranM@CapitalAreaRPC.org

**From:** Congresswoman Tammy Baldwin [untendedreply@mail.house.gov]  
**Sent:** Wednesday, December 01, 2010 11:58 AM  
**To:** Gjestson, Christopher  
**Subject:** A message from Congresswoman Tammy Baldwin

**TAMMY BALDWIN**  
2ND DISTRICT, WISCONSIN

Website: tammybaldwin.house.gov

COMMITTEE ON  
ENERGY AND COMMERCE  
SUBCOMMITTEE ON HEALTH  
SUBCOMMITTEE ON  
ENERGY AND ENVIRONMENT

COMMITTEE ON  
THE JUDICIARY  
SUBCOMMITTEE ON  
CONSTITUTION, CIVIL RIGHTS AND  
CIVIL LIBERTIES

**Congress of the United States**  
**House of Representatives**  
Washington, DC 20515

2446 RAYBURN HOUSE OFFICE BUILDING  
WASHINGTON, DC 20515  
TEL.: (202) 225-2906  
FAX: (202) 225-6942

10 EAST DOTY STREET, SUITE 405  
MADISON, WI 53703  
TEL.: (608) 258-9800  
FAX: (608) 258-9808

400 EAST GRAND AVENUE, SUITE 402  
BELOIT, WI 53511  
TEL.: (608) 362-2800  
FAX: (608) 362-2838

December 1, 2010

Chris Gjestson  
210 Martin Luther King Jr Boulevard, Room 362  
Madison, Wisconsin 53703

Dear Friend:

Thank you for contacting me about the Livable Communities Act, H.R. 4690. It is good to hear from you and I apologize for the delay in my response.

I share your support for improving alternative transportation options. A well-funded, expansive public transit system will make significant strides toward reducing our dependence on fossil fuels. As we continue to grapple with the future of our energy policy and attempt to achieve energy independence, we must implement multi-faceted reforms, including expanding our public transit infrastructure. In addition, public transportation provides an affordable alternative to driving. The use of public transit saves the average household \$6,251 every year, and reduces dangerous carbon dioxide emissions by more than 4,800 pounds per year per person, and yet nearly half (46 percent) of the population has no access to public transit.

On February 5, 2010, Representative Ed Perlmutter introduced the Livable Communities Act. This measure would establish an Office of Sustainable Housing and Communities (OSHC) that would give comprehensive planning grants and sustainability challenge grants to eligible entities such as a metropolitan planning organization, a rural planning organization, a regional council, or a state. This legislation also would:

Streamline interaction between agencies dealing with land use, transportation, and infrastructure;

Identify potential regional partnerships for developing and implementing a comprehensive regional plan;

Update housing, infrastructure, transportation, energy, and environmental based on regional needs;

Create regional goals or plans to promote sustainable living; and

Implement local zoning and other code changes necessary to promote sustainable living.

H.R. 4690 has been referred to the House Committee on Energy and Commerce, of which I am a member. Please know that I will keep your thoughts in mind should this legislation come before me on the House floor.

Again, thank you for sharing your views. Your opinion matters to me. If I can be of service to you in

any other way, please do not hesitate to let me know. As a security precaution, all mail sent to Congress is first irradiated. This process causes significant delays. To ensure the fastest response, I encourage all constituents who have access to the internet to contact me through my website at <http://tammybaldwin.house.gov>.

Sincerely,

A handwritten signature in dark ink that reads "Tammy Baldwin". The signature is written in a cursive, flowing style.

Tammy Baldwin  
Member of Congress

P.S. I regularly send out email updates on federal issues and opportunities. These reports also include regular surveys through which you can express your opinion. If you would like to receive these email updates, you may sign up by visiting my website at:  
<http://baldwin.congressnewsletter.net/mail/util.cfm?mailaction=profile>

RUSSELL D. FEINGOLD  
WISCONSIN

COMMITTEE ON THE BUDGET  
COMMITTEE ON FOREIGN RELATIONS  
COMMITTEE ON THE JUDICIARY  
SELECT COMMITTEE ON INTELLIGENCE  
DEMOCRATIC POLICY COMMITTEE

508 HART SENATE OFFICE BUILDING  
WASHINGTON, DC 20510  
(202) 224-5323  
(202) 224-1280 (TDD)  
feingold.senate.gov

**United States Senate**  
WASHINGTON, DC 20510-4904

October 29, 2010

Mr. Phil Van Kampen, Chair  
and Mr. Christopher Gjestson  
Capital Area Regional Planning Commission  
210 Martin Luther King Jr Blvd  
City-County Bldg Rm 362  
Madison, WI 53703-3340



Dear Friends,

Thank you for contacting me regarding S. 1619, the Livable Communities Act of 2009. I appreciate hearing from you.

As you may know, S. 1619 was introduced by Senator Chris Dodd (D-CT) on August 6, 2009. This bill would establish an office of Sustainable Housing and Communities (OSHC) within the Department of Housing and Urban Development (HUD) and an independent Interagency Council on Sustainable Communities. It would create planning and challenge grants for eligible entities for projects that, among other things, promote integrated transportation, housing, energy, and economic development activities. S. 1619 is awaiting consideration by the full Senate. I will be sure to keep your thoughts in mind should this, or similar legislation, come before the full Senate.

Thank you again for contacting me. I look forward to hearing from you in the future.

Sincerely,

A handwritten signature in black ink, appearing to read "Russell D. Feingold".

Russell D. Feingold  
United States Senator

○ 1600 ASPEN COMMONS  
ROOM 100  
MIDDLETON, WI 53562  
(608) 828-1200  
(608) 828-1215 (TDD)

○ 517 EAST WISCONSIN AVENUE  
ROOM 408  
MILWAUKEE, WI 53202  
(414) 276-7282

○ 401 5TH STREET  
ROOM 410  
WAUSAU, WI 54403  
(715) 848-5660

○ 425 STATE STREET  
ROOM 225  
LA CROSSE, WI 54601  
(608) 782-5585

○ 1640 MAIN STREET  
GREEN BAY, WI 54302  
(920) 465-7508