AGENDA
of the Executive Committee of the Capital Area Regional Planning Commission

May 6, 2019 **CCB Room 321, 210 Martin Luther King Jr. Blvd., Madison WI** **4:30 p.m.**

RPC Meeting Policies and Deadlines

Registering and Speaking at RPC Public Hearings and Meetings: Persons wishing to speak must register and give the registration form to the meeting recorder before the corresponding "Public Comment…" or Public Hearing item is taken up. Oral comments will not be heard for individual agenda items not designated for public hearing, but will be heard under the "Public Comment…" agenda item. The time limit for testimony by each registrant will be 3 minutes, unless additional time is granted at the discretion of the Chair. However, for public hearings on USA/LSA amendments, applicants are granted a maximum of 15 minutes to testify, and other groups of registrants may pool their time of 3 minutes each up to a maximum of 15 minutes. Commissioners may direct questions to 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.

RPC Quorum may be Present: RPC Commissioners who are not members of the Executive Committee may attend Executive Committee meetings which may constitute a quorum of the RPC.

Background Documents:
a. Mission-Vision Statements and Operating Agreements
b. Categories of Decision Making (revised November 2017)
c. Code of Conduct/Conflict of Interest Policy (revised July 2018)
d. Commissioner Committees (revised March 2019)
e. CARPC meeting agenda for May 9, 2019

1. Roll Call
2. Approval of Minutes
   a. Consideration of Approval of Minutes of the April 8, 2019 Executive Committee Meeting (*actionable item*)
3. Public Comment
4. Presentations and Discussions
   a. Wording of Executive Committee and Commission Agenda Items
   b. Regional Land Use Plan Update Discussion at Commission Meeting
   c. Planning for Summer Agency Strategic Planning Session
5. **Action Items**
   a. Consideration of Recommendation for Approval: Authorizing Agency Director to Execute Sublease Agreement with the City of Madison for Office Space at 100 State Street *(actionable item)*
   b. Consideration of Approval of Natural Heritage Inventory Data License Agreement with the Wisconsin Dept. of Natural Resources (*actionable item*)
   c. Consideration of Recommendation to Adopt CARPC Resolution 2019-04 Adoption of CARPC Record Retention Policy (*actionable item*)
6. **Financials**
   a. **Consideration of Approval of May 2019 Disbursements and Treasurer's Report for April 2019 *(actionable item)***

7. Future Agenda Items (Next meeting is at 4:30pm, June 10, 2019, in room 321 City-County Bldg, Madison, WI)

8. 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 peb hnub ua hauj lwm ua ntej yuav tuaj sib tham.

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

Capitol Area Regional Planning Commission
Strategic Plan Summary and Operating Agreements
From Final Report approved by Commission January 2017

Mission
The Capital Area Regional Planning Commission facilitates the creation of a shared vision and regional plan with our communities. We support communities in making vital decisions that strengthen our region.

Vision
Communities work together to achieve a resilient and sustainable natural, built and social environment.

Values
- open government
- environmental equity
- everyone having a voice in the process
- process and results that reflect the values of the community

Key Stakeholders
- Locals are CARPC's primary stakeholders – local officials, their constituents, and local staff.
- CARPC's success depends upon the agency's relevance to local officials and their constituents.
- Regional planning is about offering resources and options and inspiration to locals to support them in making informed choices – early in the process, when they are gathering information.

Strategies
- Tell the story of what CARPC and regional planning bring to the party for municipalities – communicate the value and "what is" of regional planning – highlight successful communities.
- Strengthen CARPC's relevance for local officials and their constituents by focusing on regional planning and building bridges to locals.
- Leverage CARPC's region-wide activities, including supporting A Greater Madison Vision, the land use plan and the water quality plan.

Operating Agreements

These agreements came out of the July event and a survey about operating agreements that followed. They were modified and approved by group consensus during the October event. The modified version is shown below.

Theme	*Agreements for all meetings internal and external*	*Changes for CARPC decision-making meetings*
Respect	• Listen to current speaker • Treat all with respect – speak respectfully of staff • Be responsible for your own needs	
Participation	• All participate – no one dominates • Start with quick introductions	• Commissioners attend at least 80% (10/12) of meetings
Attention	• Listen to understand • Minimize side conversations • No interruptions • eDevices for meeting materials only	• Staff may work on other things while in observer chairs
Inclusion	• Discussion includes locals • Focus on working together • Critique ideas not people	
Predictability & Transparency	• Start on time • Honor past decisions • Ensure guests know what to expect • Smooth logistics • Offer snacks to all and include healthy options	• Use Robert's Rules • End on time for segments without public comment

Categories of Decision-Making
Capital Area Regional Planning Commission
REVISED November 2017

This document identifies decisions that are: made by the full Commission; made by the full Commission upon recommendation by the Executive Committee; made by the Executive Committee; and made by staff. The document was first accepted by the Executive Committee and Commission in April 2017, and revised in November 2017.

A. Items to be Individually Listed on Executive Committee Reports to Commission

1. Commission Approves (Policy Level and Bylaw Delegated Decisions)
- Adopt/Amend Plans, Release for Review and Comment
- Selection of Officers, Committee Members
- Removal of Officers (requires super majority vote)

2. Executive Committee Reviews, Commission Approves (Policy Level Decisions) - Included on Commission agendas as separate item for approval:
- Establish Committees
- Amend Bylaws (requires super majority vote and public hearing)
- Adopt/Amend Budgets (requires public hearing)
- Adopt/Amend Work Programs
- Appointment of Executive Director (as Personnel Committee) (requires super majority vote)

3. Executive Committee Recommends Approval, Commission Approves - Included on Commission agendas under item, "Executive Committee Report" as "Recommendation for Approval":
- Mission Statement Adoption/Revision
- Execute Unanticipated Agreements (e.g. Wisconsin Center Education Research AGMV game project)
- Institute/Amend Fees

4. Executive Committee Approves, Commission Approves - Where Commission approves separation of item under agenda item, "Executive Committee Report" (below category):
- Items separated by Commissioner for Commission Approval

B. Items to be Included on Commission Consent Agenda, with Option for Any Commissioner to Request Separation of Any Item for Separate Discussion

5. Executive Committee Approves, Commission Accepts (Administrative and Operational Decisions) - Included on Commission agendas under item, "Executive Committee Report," not as Commission decision items:
- Execute Agreements within approved budget and work program
- Amend Agreements within approved budget and work program
- Financial oversight: approval of disbursements and treasurer's report
- Work Program Implementation (e.g. farmland loss mitigation activities)
- Additional expenditures within budget (e.g. contribution to housing gap video)
- Commission Procedures (e.g. process for amending LU&TP)
- Commission Operations/Personnel (e.g. Commissioners as Independent Contractors)

6. Personnel Committee Approves, Commission Accepts (Administrative and Operational Decisions) - Included on Commission agendas under item, "Executive/Personnel Committee Report," not as Commission decision items:

- In the absence of an Executive Director, hiring of Deputy Director and Division Directors
- Personnel Manual amendments
- Personnel decisions: approve position description; Deputy Director performance review
- Review of staff appeals of disciplinary actions and decisions regarding employee grievances

C. Staff Level, Carrying out Decisions

- Spending on items within adopted budget limits and categories
- Carrying out activities within adopted work program
- Recommend job descriptions to Executive Committee for approval
- Personnel decisions below Executive/Deputy Director: hiring, firing, promotion, evaluation, discipline, development
- Providing, research, analysis and recommendations to Executive Committee and Commission

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

Capital Area Regional Planning Commission

Code of Conduct/Conflict of Interest Policy

Adopted by CARPC on February 10, 2011
Revised by CARPC Executive Committee on July 12, 2018

The following Code of Conduct/Conflict of Interest Policy ("Policy") applies to all Commissioners, officers, employees, and agents of the Capital Area Regional Planning Commission ("CARPC"). The purpose of this Policy is to ensure that CARPC operates in the most ethical, impartial, and responsible fashion. CARPC hereby establishes the following Policy to achieve that goal and to ensure that its actions are executed in a manner that instills confidence in the units of government and public it serves.

1. The following definitions apply:

   a. "Anything of value" means any money, property, favor, service, payment, advance, forbearance, loan, or promise of future employment, but does not include compensation and expenses paid by CARPC, political contributions which are reported under Wis. Stats. Ch. 11, or hospitality extended for a purpose unrelated to CARPC.
   b. "Associated," when used with reference to an organization, includes an individual or a member of his or her immediate family being a director, officer, or trustee in an organization, or when that person or persons owns or controls, directly or indirectly, and severally or in the aggregate, at least 10% of the outstanding equity of that organization. "Associated" also includes any situation where an individual or a member of his or her immediate family is an authorized representative or agent of an organization.
   c. "Immediate family" means (1) an individual's spouse or designated family or registered domestic partner, or (2) an individual's relative by marriage, lineal descent, or adoption; or a person who receives, directly or indirectly, more than one-half of his or her financial support from the individual or from whom the individual receives, directly or indirectly, more than one-half of his or her support.
   d. "Organization" means any corporation, partnership, proprietorship, firm, enterprise, franchise, association, trust, or other legal entity other than an individual or governmental body.
   e. "Conflict of interest" means any financial or interest in, or association with, a commissioner, officer, or employee, or member of his or her immediate family, any entity with which CARPC has a transaction or arrangement.

2. Commissioners, officers, employees, and agents of CARPC or its designee(s), in his or her official capacity, shall conduct all work activities in an ethical manner consistent with State law (Wis. Stats. § 19.59), and shall not:
   a. Use his or her public position or office to obtain financial gain or anything of substantial value for the private benefit of himself or herself or his or her immediate family, or for an organization with which the individual or immediate family member is associated;

b. Solicit or accept from any person or organization, directly or indirectly, anything of value if it could reasonably be expected to influence his or her vote, official actions or judgment, or could reasonably be considered as a reward for any official action or inaction on his or her part;
c. Directly or by means of an agent, give, or offer or promise to give, or withhold, or offer or promise to withhold, his/her vote or influence, or promise to take or refrain from taking official action with respect to any proposed or pending matter in consideration of, or upon condition that, any other person make or refrain from making a political contribution, or provide or refrain from providing any service or other thing of value, to or for the benefit of a candidate, a political party, any committee registered under Wis. Stats. Ch. 11, or any person making a communication that contains a reference to a clearly identified local public official holding an elective office or to a candidate for local public office; or
d. Participate in or perform any discretionary action that involves making, granting, or imposing an award, contract, or approval decision if he or she, any member of his or her immediate family, or an organization which employs, or is about to employ, any of the aforementioned, has a substantial financial or other interest in the organization selected for award or contract or an organization competing for the same grant or contract.

3. Commissioners, officers, employees, and agents of CARPC or its designee(s) must disclose any actual or possible conflict of interest, and be given the opportunity to disclose all material facts to their supervisor, if employees, or the Commission or committee, if commissioners.
    a. Supervisors should work with employees to avoid or remove any conflict of interest.
    b. Commissioners shall determine if an actual conflict of interest exists and, if so, the commissioner with a conflict of interest shall leave a meeting during discussion of, and action on, a possible transaction or arrangement involving the conflict of interest.
4. Commissioners, officers, employees, and agents of CARPC or its designee(s) found to be in violation of this Policy may be penalized, sanctioned, or disciplined, to the extent permitted by State and local laws or regulations.
5. A copy of the Policy shall be provided to all Commissioners, officers, and employees of CARPC.

COMMISSIONER COMMITTEES - last updated 03/20/19													
	Cantrell	Cnare	Crombie	Geller	Golden	Hampton	Hartmann	McKeever	Minihan	Palm	Pfeiffer	Stravinski	Terrell
Executive Committee			X	X		X		X		X	X		
Joint Committee with Dane County Lakes & Watershed Commission								X			X		X

AGENDA
of the
Capital Area Regional Planning Commission

May 9, 2019 **CCB Room 351, 210 Martin Luther King Jr. Blvd., Madison WI** **6:15 p.m.**

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d. Commissioner Committees (revised March 2019)

1. Roll Call

2. Public Comment on Matters not for Public Hearing

3. Committee of the Whole (6-7 p.m.)
   a. Discussion of Update of the Regional Land Use Plan

4. **PUBLIC HEARINGS (7 p.m.)**
   a. Amendment of the CARPC Bylaws
      (1) Review of Bylaw Amendments
      (2) Open Public Hearing to Take Testimony from Registrants; Close Public Hearing
      (3) Consideration of Approval of Amendments to the CARPC Bylaws (*actionable item)*

5. Consent Agenda *(actionable item)*

a. Approval of Minutes of the April 11, 2019 CARPC Meeting (*actionable item*)

b. **Acceptance of Executive Committee Report *(actionable item)***
   (1) Discussion of Executive Committee and Commission Agenda Items
   (2) Discussion of Regional Land Use Plan Update Discussion at Commission Meetings
   (3) Discussion of Planning for Summer Agency Strategic Planning Sessions
   (4) Authorize Agency Director to Execute Sublease Agreement with the City of Madison for Office Space at 100 State Street (*actionable item*)
   (5) Approval of Natural Heritage Inventory Data License Agreement with the Dept. of Natural Resources (*actionable item*)
   (6) Adoption of CARPC Resolution 2019-04 Adoption of CARPC Record Retention Policy (*actionable item*)
   (7) Approval of May 2019 Disbursements and Treasurer's Report for April 2019 *(actionable item)*

6. Presentations and Discussions
   a. Presentation on Madison Region Economic Partnership (MadREP) Advance Now 2.0 Plan
   b. Report of the Executive Chairperson and Executive Committee
      (1) Communication to Area Legislators Re: Supporting Repeal of Eminent Domain Prohibition
   c. Report of the Members of the Madison Area Transportation Planning Board
   d. Review and Discussion of 2018 Financial Report and Work Program and Budget Planning for 2019-2020

7. Report of Division Directors
   a. Report and Discussion on Division of Community and Regional Planning Activities
   b. Report and Discussion on Division of Environmental Resources Planning Activities

8. Future Agenda Items (Next meeting is June 13, 2019 at 6 p.m. in room 351, City-County Bldg, Madison)

9. Adjournment

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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 peb hnub ua hauj lwm ua ntej yuav tuaj sib tham.

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

DRAFT MINUTES
of the Executive Committee of the
Capital Area Regional Planning Commission

April 8, 2019	**CCB Room 321, 210 Martin Luther King Jr. Blvd., Madison WI**	**4:30 p.m.**

Commissioners Present:	Mark Geller, Kris Hampton, Peter McKeever, Chair Larry Palm, Maureen Crombie (arrived 4:45pm), David Pfeiffer (arrived 4:46pm)
Commissioners Absent:	None
CARPC Staff Present:	Linda Firestone, Sarah Fuller, Mike Rupiper, Caitlin Shanahan, Steve Steinhoff
Others Present:	None

1. Roll Call

   Chair Palm called the meeting to order at 4:30pm. Quorum was established.

2. Approval of Minutes

   a. Consideration of Approval of Minutes of the March 11, 2019 Executive Committee Meeting (*actionable item*)

   Mr. Hampton moved to approve the minutes of the March 11, 2019 Executive Committee meeting; Mr. Geller seconded. The motion passed on a voice vote.

3. Public Comment

   No members of the public were present.

4. Presentations and Discussions

   a. Review of Recommended Revisions to CARPC Bylaws

   The following were additional changes requested by Commissioners:

   (1) Article II Section 2: Change “matter” to “matters” in last sentence.
   (2) Article II Section 9.a.1.: Add “Management” between “Quality” and “Plan.”
   (3) Article III Section 5: Add language to define “Presiding Officer.”
   (4) Article V Section 1: Change “will” to “must” in the first sentence of the second paragraph.
   (5) Article V Section 4: Delete the first sentence. Make edits to the second sentence to clarify what appointments the Chairperson may make. Rename the section “Appointment to Other Boards, Commissions, and Committees.” Change “its” to “the Commission’s.”
   (6) Article V Section 5: Delete the entire section.
   (7) Article VI Section 2: Move the language from paragraph e. to the end of the first sentence, and add “including” to the end of the sentence.
   (8) Move Article VII Section 2 into its own section in Article VIII; delete the rest of Article VII in its entirety; and renumber Article VIII as Article VII. After Article VII Section 2 is moved into Article VIII, renumber the rest of sections in Article VIII as appropriate.
   (9) Article VII Section 7: Change “On behalf of” to “Upon delegation by” at the beginning of the paragraph.
   (10) Article VII Section 6: Change “Commissioners shall receive…” to “Commissioners may receive…”.

   Commissioners felt that the public hearing on the amended bylaws could be held during the May Commission meeting.

   b. Discussion of Process to Guide Update of Regional Land Use Plan

   Mr. Steinhoff reviewed discussions with MPO staff regarding coordination and timing of the regional land use and transportation plans. He then described three options, identified by commissioners at previously meetings, for Commission oversight and guidance of the regional land use plan update. Discussion ensued. Committee members voiced support for the option of setting aside an hour at the beginning of commission meetings for discussion on the plan update.

c. Update on Designated Planning Agency Inquiry to DNR

Mr. Rupiper reported on his conversation with the Wisconsin Department of Natural Resources regarding the designation of CARPC as the areawide water quality planning agency. The DNR would support the designation of CARPC if there is demonstrated local support. Designation would not give CARPC any additional authority or funding compared to our current status as a contract agency. The Executive Committee did not direct staff to pursue designation further at this time.

d. Discussion on Possible Strategic Planning for the Agency

Chair Palm stated that the Commission needed to reconfirm/review its vision and mission statements, and then create strategies and tactics for the next five years. Committee members expressed support for revisiting the agency's strategic plan and suggested a half-day session during the summer.

e. Update on Potential Office Move to Co-locate with MPO Staff

Mr. Steinhoff gave an update on the potential move to 100 State Street.

5. **Action Items**

a. Consideration of Approval of Revisions to the CARPC Personnel Manual *(actionable item)*

Mr. McKeever moved to approve the revisions to the CARPC personal manual; Ms. Crombie seconded. The motion passed on a voice vote.

b. Consideration of Approval for Deputy Director to Execute Recurring Agreements Upon Review and Approval by the Executive Chairperson *(actionable item)*

Mr. McKeever moved to recommend to the Commission that this be tabled; Ms. Crombie seconded. The motion passed on a voice vote.

6. Financials

a. **Consideration of Approval of April 2019 Disbursements and Treasurer's Report for March 2019 *(actionable item)***

Mr. Geller moved to approve the April 2019 Disbursements and Treasurer's Report for March 2019; Mr. McKeever seconded. The motion passed on a voice vote.

7. Future Agenda Items (Next meeting is at 4:30pm, May 6, 2019, in room 321 CCB)

Possible agenda items for May 2019:

a. Consideration of Adoption of the CARPC Retention Policy
b. Consideration of Approval for the Agency Director to sign the NHI agreement

8. Adjournment

Mr. Hampton moved to adjourn; Ms. Crombie seconded. The motion passed on a voice vote. The meeting adjourned at 6:01 pm.

Minutes taken by Linda Firestone

Respectfully Submitted:

_____

Kris Hampton, Secretary

CARPC EXECUTIVE COMMITTEE AGENDA COVER SHEET

May 6, 2019
Item 4.a.

Re: Wording of Executive Committee and Commission Agenda Items

Requested Action: Discussion

Background:

At the April 2019 Commission meeting, commissioners identified the need to consider the wording of Executive Committee and Commission agenda items.

Options, Analysis, Recommendation:

Confusion at the April Commission meeting stemmed from inclusion of Executive Committee discussion items on the Commission consent agenda: what action is the Commission taking when it approves a discussion item?

Staff Recommendation: Remove Executive Committee discussion items from the consent agenda. Add an agenda item to Commission agenda, "Report of the Executive Chairperson and Executive Committee" to provide opportunity for discussion of items discussed, but not acted on, at Executive Committee meetings. It would also give the Executive Chairperson opportunity to report on other activities.

Attachments:

1. None

Staff Contact:

Steve Steinhoff
Agency Director/Division Director
608-266-9283
steves@capitalarearpc.org

Next Steps:

CARPC EXECUTIVE COMMITTEE AGENDA COVER SHEET

May 6, 2019
Item 4.b.

Re: Regional Land Use Plan Update Discussion at Commission Meeting

Requested Action: Discussion

Background:

The Commission has expressed support for setting aside an hour at the beginning of commission meetings, to meet as a Committee of the Whole, for discussion about, and guidance of, the update of the regional land use plan. Discussion topics will generally follow a process depicted in a "Regional Land Use Plan Process Flowchart." Commissioners reviewed and expressed support for this flow chart at the April meetings.

The April commission meeting was the first to use the first hour, as a Committee of the Whole, for discussion of the regional land use plan update. During that time, Commissioners discussed the purpose and desired outcomes of the plan update.

Options, Analysis and Recommendation:

Staff and the Executive Chairperson identified the topics of the May Committee of the Whole meeting to be:

1. Review of the summary notes from the April Committee of the Whole discussion
2. Review of key findings from the "A Greater Madison Vision" (AGMV) survey, and how they should inform and guide the update of the regional land use plan

Attachments:

1. Regional Land Use Plan Process Flowchart
2. Notes from April 11 Committee of the Whole discussions
3. Key findings from AGMV Survey
4. AGMV Decision-Making Guide Summary Table
5. AGMV Decision-Making Guide DRAFT April 2019

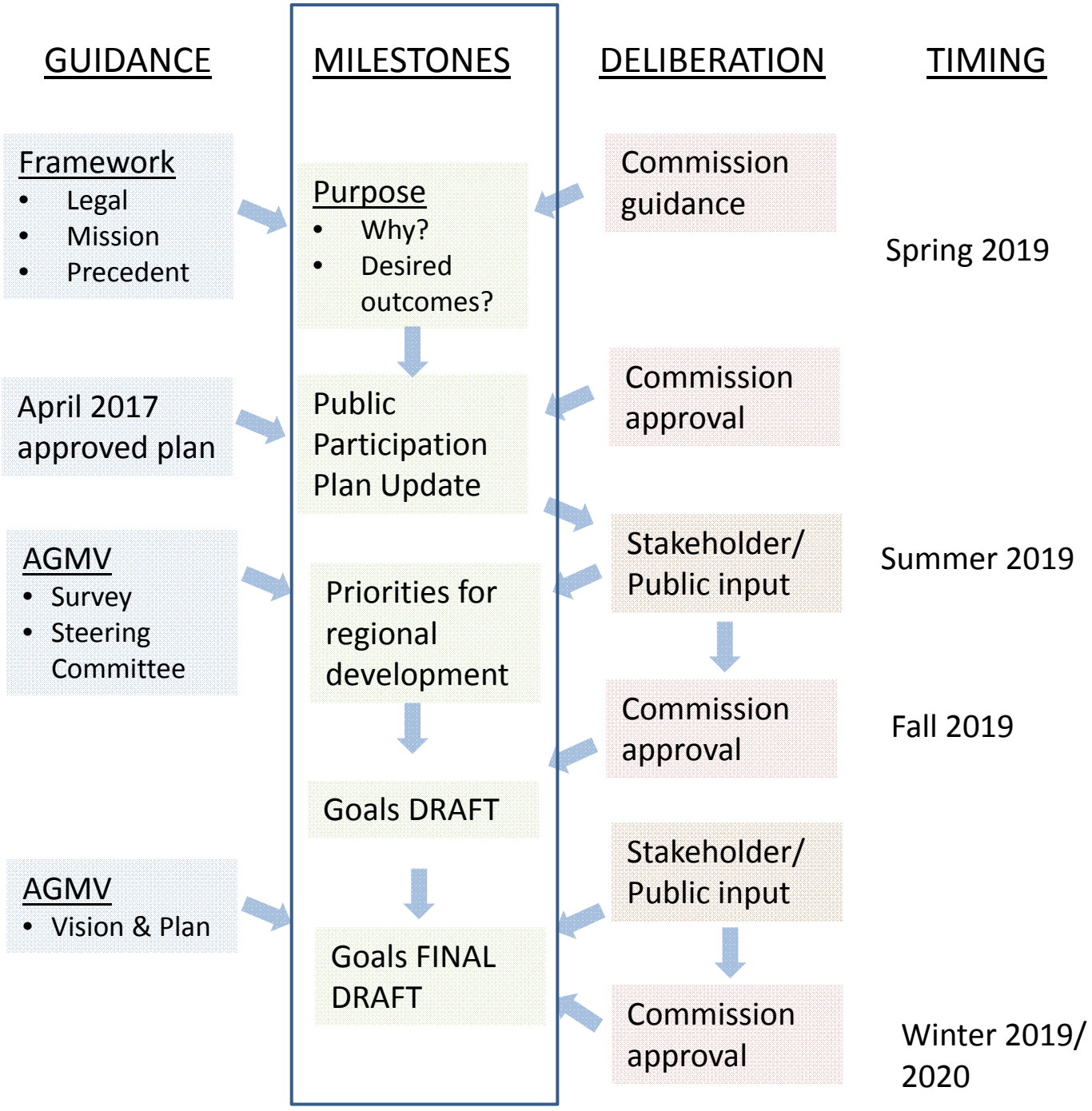
Staff Contact:

Steve Steinhoff
Agency Director/Division Director
608-266-9283
steves@capitalarearpc.org

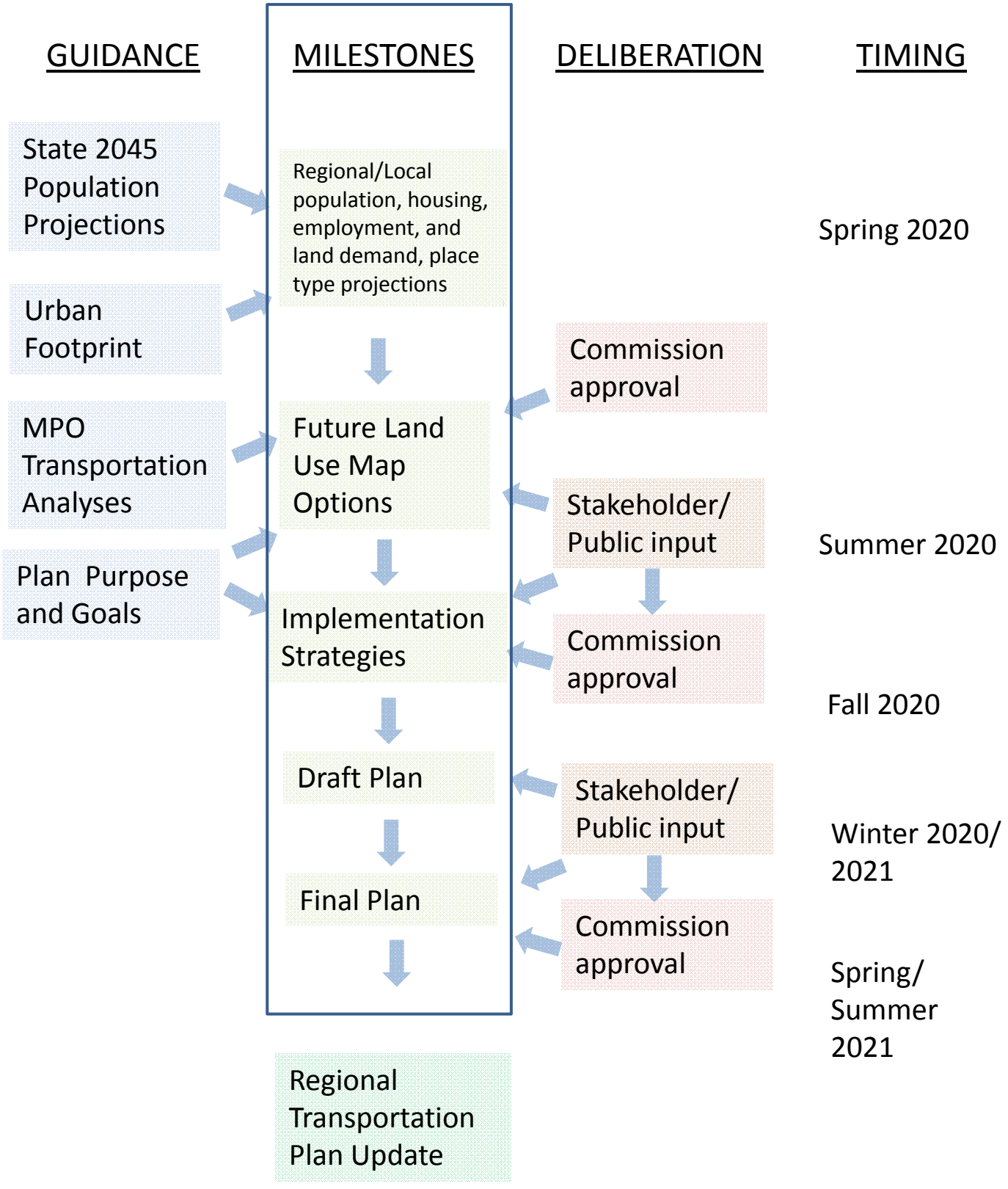
Next Steps:

Ongoing discussion and guidance.

Regional Land Use Plan Process Flowchart
2019 – Plan Goals



Regional Land Use Plan Process Flowchart
2020-21 – Plan



Notes from the April 11, 2019 CARPC Committee of the Whole
Discussion on the Regional Land Use Plan Update

The purpose of the discussion was to address the question, "What does the commission seek to accomplish with the Regional Land Use Plan update?" Commissioners discussed this question in small groups and recorded their responses on flip chart paper. Commissioners then placed dots on the responses they most support.

Following the meeting, staff grouped the responses that received votes into categories. These categories and the responses, with their respective votes, are shown below. Following the categories, the responses and votes organized by each small group, are listed.

GROUPINGS OF VOTES BY CATEGORIES

<u>Encourage specific outcomes - 21</u>

(7) Mitigating and reducing the effects of climate change

(6) Farmland preservation (how to, why, and consequences)/Preserve farmland and farms

(3) Identify and support growth that minimizes increases in energy use, promotes transit

(2) Encourage infill/redevelopment

(2) Development must address the ability of the population to pay for housing and get what they need

(1) Reduce environmental impact

<u>Generally guide and provide leadership to planning and development - 13</u>

(4) A plan that is used to inform, inspire, evaluate, critique comp plans and development proposals

(4) Provide regional leadership on key challenges

(5) Serve to guide development that protects and fosters high quality of life as regional population grows

Build on/incorporate/embody AGMV info, goals, agreements - 6

(4) Incorporate AGMV information and goals

(2) Represent community desires expressed through AMGV process

Communicate the plan - 6

(5) Create a plan that shows/discusses the good future, the bad future, and the ugly future based on good or bad development choices

(1) Promote and educate people on the land development plan

Build alignment, consensus - 6

(3) Be consensus builders

(2) Better align with other regional plans

(1) Establish a shared vision for land use principles

GROUP RESPONSES AND VOTES

Group #1 – Hampton, Minihan, Cnare and Higgins (staff)

(5) Create a plan that shows/discusses the good future, the bad future, and the ugly future based on good or bad development choices [comment by group 1 member at meeting: this is mostly about how the plan is presented; the desire for an interactive format that communicates why this is the plan and what we are trying to avoid.]

(7) Mitigating and reducing the effects of climate change

Embody the agreements of AGMV

(5) Farmland preservation (how to, why, and consequences)

Group #2 – Crombie, Golden, Palm, Pfeiffer and Rupiper (staff)

(5) Serve to guide development that protects and fosters high quality of life as regional population grows

(4) A plan that is used to inform, inspire, evaluate, critique comp plans and development proposals

(1) Preserve farmland and farms

(3) Identify and support growth that minimizes increases in energy use, promotes transit

(2) Represent community desires expressed through AMGV process

(2) Encourage infill/redevelopment

(2) Development must address the ability of the population to pay for housing and get what they need

(1) Promote and educate people on the land development plan

(1) Establish a shared vision for land use principles

(1) Reduce environmental impact

Guide development into/away from specific areas

Create conservation where everyone has a voice in the plan

Provide for geographically diverse and close-by services to support housing and discourage long trips

Transparent Process to the region

Meet statutory requirements

Group #3– Stravinski, Hartmann, Terrell (via phone) and Steinhoff (staff)

(4) Provide regional leadership on key challenges

Fit with local plans

Identify how we regularly update the plan

(2) Better align with other regional plans

(4) Incorporate AGMV information and goals

(3) Be consensus builders

A GREATER MADISON VISION SERVEY RESULTS

TOP EIGHT TAKEAWAYS FROM SURVEY RESULTS

1. **Environmental challenges,** including climate change and increased risk of flooding, are a top priority for the region.

More renewable energy and green infrastructure are at the heart of the preferred growth strategies for respondents. Using more electric cars and buses powered by wind and solar is one strategy to reduce greenhouse gas emissions and support renewable energy. A regional approach is necessary to create the green infrastructure needed to manage and filter rainfall and melting snow.

2. **Issues of access to opportunity** continue to be a high priority for most people and groups across the region.

More community-based resources like education, job training and health services through community and senior centers, nonprofits and health providers ranked second among top priorities. Groups more likely to experience economic hardship (including respondents who are seniors, have a lower income, live in rural areas, and people of color) ranked these as a top priority.

Better connecting education and work is valued among respondents who want to see more access to opportunity, such as schools preparing a diverse student body for technologically advanced workplaces. Better pipelines to existing jobs ranked higher than promoting tech job growth.

3. **Expanding transit and housing options** are high priorities, depending on location and demographic groups.

Expanding transit is among high priorities for people living in greater Madison's central urban area (including Fitchburg and Monona) and is favored among those with higher incomes and education, as well as young adults.

Expanded housing options are a priority for those most likely to experience greater housing cost burdens due to location and income: lower- and middle-income respondents, those 50-64, and urban residents.

4. **Preservation of farming areas** is a high priority for people in rural communities and outside of Dane County.

Preserving more farming areas is a priority for respondents who value local food production, decreasing environmental impacts to the rest of the county (particularly to water quality), aesthetics, and regional character. Comments, however, are mixed as some want to preserve space for smaller farms with diverse products (as opposed to encouraging expansion of large, industrial farms) and others see developing farmland as a solution to affordable housing shortages.

5. **Conservation priorities in growth** are most important to people who weighed the four different scenarios, maps and costs of an expanding population.

Overall, people want to see more compact and community-oriented growth and development that generates environmental, economic, fiscal, and transportation benefits. With more renewable energy and green infrastructure as the most popular priorities, along with favoring maps that show the environmental and cost savings for conservation- minded growth, this model is a favorite.

6. **Integrated approaches to interconnected challenges** are major themes in respondents' comments.

Thoughtful planning and cooperation among government, builders, public services and transportation demands will be required as our region grows. For people who participated in A Greater Madison Vision's survey, their comments reveal a desire for solutions to the interconnected, complex challenges we face in the future.

7. **Youth** envision a future with more **local sustainability and resilience.**

Local energy production – purchasing power from local companies and using more local solar power – was the option youth aged 19 and younger rank higher than other respondents.

Youth ranked **more locally grown food** as a higher priority than overall survey respondents.

8. People of all demographics and locations expressed the desire for **more social connections.**

By large numbers people did not choose the "go-it-alone" future where individual communities look after themselves and rely more on technology to work and communicate remotely. Many comments expressed the desire for more, rather than fewer, social connections.

A Greater Madison Vision | *Decision-Making Guide Summary Table*

	Overall Rank	Data Indicators	Existing Plans that Complement Strategies	Coverage by Existing Initiatives	Gaps	Regional Coordination Needed	Synergy with Other Strategies	Relationship to "How We Grow"	Summary and Overall Implications for AGMV?
More Renewable Energy (Electric vehicles powered by renewable energy)	#1	Rising CO_2 from human activities is approaching thresholds for severe to catastrophic outcomes. Transportation sector a major contributor to GHG emissions	2019 Dane County Climate Action Plan 100% Renewable Madison MGE's Energy 2030 Framework	MGE, Alliant EV incentives & infrastructure Madison Metro's Electric Bus Fleet	Lack of coordinated regional approach to reducing transportation GHG emissions More plans than actions	**Medium** Success enhanced by government-utility-business coordination	**High** *More Local Energy Production* **Medium** *Expand Transit (electric buses; reduction of auto GMG emissions)*	**Medium/Low** Transitioning to clean-fueled vehicles not directly related	Major reduction in CO_2 emissions a top priority for survey takers. An AGMV goal/vision statement? High need for greater action but most will be done by local govt. and business. Indirect relationship to regional growth. <u>Role for AGMV?</u> – Incorporate into other direct regional strategies? Elevate and communicate importance & urgency? Facilitate information sharing and communication? Promote connection to other strategies, especially ranked 3 and 4?
Green Infrastructure	#2	Rising global temperatures and atmospheric CO_2 level Increasing precipitation levels, frequency and intensity of floods and severe weather events	Dane County Land and Water Resources Management Plan Dane County Water Quality Plan Dane County Natural Hazard Mitigation Plan Dane County Climate Change & Emergency Preparedness Report	Dane County 2019 Budget-funding for flood mitigation Yahara Lake Levels Task Force-flood mitigation Stormwater Technical Advisory Committee-recommend higher standards State/County/ local stormwater standards	Lack of a unified regional flood risk reduction effort	**High** Watershed level coordination required	**Medium** if *Green Infrastructure* implemented intentionally to advance *More Walkable Communities* and *Preserve More Farming Areas*	**High** Enhancement of regional open space corridors, and implementation of regional standards	Greater resiliency to future flooding a top priority for survey takers. An AGMV goal/vision statement? High need for regional coordination and relationship to regional growth. Appropriate role for CARPC. <u>Role for AGMV?</u> - Promote connections to other strategies, especially ranks 3 and 4? Support/advocate for funding?

	Overall Rank	Data Indicators	Existing Plans that Complement Strategies	Coverage by Existing Initiatives	Gaps	Regional Coordination Needed	Synergy with Other Strategies	Relationship to "How We Grow"	Summary and Overall Implications for AGMV?
More Community-Based Resources	#3	Population living below poverty level Racial disparities in income, educational attainment, employment, wealth, and health measures Inaccessibility of car-oriented developments to transit-dependent and mobility-impaired populations	2019-2021 Dane County Community Health Needs Assessment 2016-2020 Public Health Madison & Dane County Strategic Plan Advance Now 2.0 WDBSCW Workforce Innovation & Opportunity Act Local Plan	Dane County Department of Human Services programs and services City of Madison programs and services Public Health Madison & Dane County services and initiatives Healthy Dane Collaborative WDBSCW Community/non-profit organizations, school districts, business groups, higher education facilities, healthcare facilities	Many resources exist, yet needs remain unfulfilled – gap in connecting people to services and programs; better coordination among programs?	**High** Significant coordination between County and area non-profits required to achieve greatest impacts **Medium/Low** Level of inter-governmental coordination needed at municipal level	**High** *Better Connected Education and Work* *Expanded Housing Options* *More Locally Grown Food* *More Close Knit Communities* **Medium** *Expand Transit* *Walkable Communities* *More Tech Job Growth*	**Medium** Physical access to programs and services is influenced by community design	High priority among survey takers, especially among low-income, persons of color and outlying Dane residents. Racial disparities also high priority among many communities and people. An AGMV goal? Regional levels of funding with local implementation. Not high need for regional coordination among municipalities. Indirect relationship to regional growth. <u>AGMV role?</u> Elevate importance of strategy? Promote connections to other strategies, especially those increasing physical access (transportation and housing)?
Better Connect Education and Work	#4	Persistent percent of population living below poverty level Large racial disparities in income, educational attainment, employment, wealth, and health measures Low percent of persons of color in tech sector relative to their overall percent of population, especially in management and executive level positions	Advance Now 2.0 WDBSCW Workforce Innovation & Opportunity Act Local Plan 2019-2021 Dane County Community Health Needs Assessment 2016-2020 Public Health Madison & Dane County Strategic Plan	Madison College Madison Regional Career Pathways program Inspire Madison Region program Madison Education Partnership (MEP) Early College STEM Academy Business and Education Collaborative (BEC) Urban League, Centro Hispano programs WDBSCW City, school district, higher ed. initiatives.	Many resources exist, yet needs are unfulfilled – gap in connecting people to services and programs?	**High** Coordination among education/training providers and employers needed at regional level because economy and labor market are regional **Medium/Low** Coordination needed among municipalities to increase transportation access to jobs	**High** *More Community Based Resources* *More Tech Job Growth* **Medium** *Expand Transit Expanded Housing Options*	**Medium** Development patterns and the transportation system affect physical access to jobs	High priority among survey takers, especially among youth, persons of color and suburban and outlying communities. Racial disparities also high priority among many communities and people. An AGMV goal? High coordination among education/training providers and employers, but not among municipalities. Indirect relationship to regional growth. <u>AGMV role?</u> Elevate importance of strategy? Promote connections to other strategies, especially those increasing physical access (transportation and housing)?

	Overall Rank	Data Indicators	Existing Plans that Complement Strategies	Coverage by Existing Initiatives	Gaps	Regional Coordination Needed	Synergy with Other Strategies	Relationship to "How We Grow"	Summary and Overall Implications for AGMV?
Expand Transit	#5	Longer term ridership increases on Metro Transit (although declines in last year or two) Increasing transportation costs per household as a percent of income Increasing congestion levels on urban arterials that cannot be expanded	Regional Transportation Plan 2050 Advance Now 2.0 2019-2021 Dane County Community Health Needs Assessment 2019 Dane County Climate Action Plan	2013 Transit Corridor Study 2014 Dane County Market Demand Study 2017 Phase 1 BRT Corridor Feasibility Analysis 2018 Madison East-West Bus Rapid Transit Planning Study Wisconsin AV Proving Grounds East Washington driverless shuttle (Fall 2019)	Lack of funding for transit system expansion and upgrades (capital and operating costs) Lack of Regional Transit Authority Fractured land use and transportation planning landscape Autonomous vehicles an emerging technology: unknowns, lack of public support, cost barriers, not addressed by all plans	High	**High** *Expanded Housing Options* *Walkable Communities* **Medium** *More Renewable Energy* *Preserve More Farming Areas* *More Tech Job Growth*	High	High priority for central urban residents, young adults and people with higher income and education levels. An AGMV goals/vision statement? Clear gap identified. High need for inter-governmental coordination and relationship to regional growth. Strong connection to housing and walkability. <u>AGMV Role?</u> Advocate for regional funding and RTA? Increase awareness and understanding of need and solutions? Encourage region to be proactive about autonomous vehicles to capture benefits and minimize costs?
Expanded Housing Options	#6	High housing demand relative to supply. Housing costs increasing faster than incomes Half of all renters and a third of all households in Dane County are housing cost burdened A significant housing gap exists in every community in Dane County Regulatory and other barriers exist to developing a wider range of housing types in many communities "Missing middle" housing gap	Advance Now 2.0 Dane County Housing Needs Assessment 2019-2021 Dane County Community Health Needs Assessment	Dane County Housing Initiative Dane County Housing Authority Dane County Department of Human Services Dane County Office of Workforce and Economic Development City of Madison Community Development Community plans, initiatives and projects Community organizations	Communication and coordination needed across public and private sectors	**Medium** Housing issues are mostly addressed at the municipal level, but sharing of information and resources can support community efforts. Communication and coordination across government, development, finance, and community can increase capacity to meet needs	**High** *Expand Transit* **Medium** *More Renewable Energy/More Local Energy Production* *More Community-Based Resources/More Close Knit Communities* *Walkable Communities* *Preserve More Farming Areas* *More Tech Job Growth*	**High** Housing development is directly related to regional growth and development	High priority among low-income, elderly, persons of color, and urban residents. Limited priority among 1st ring suburban residents. An AGMV goal/vision statement? Significant governmental efforts made to increase funding and development but significant cost burden persists. While housing directly related to regional growth, most efforts occur at municipal level. <u>AGMV Role?</u> Promote housing diversity and affordability along regional transit/ transportation routes? Promote greater housing diversity at local level?

	Overall Rank	Data Indicators	Existing Plans that Complement Strategies	Coverage by Existing Initiatives	Gaps	Regional Coordination Needed	Synergy with Other Strategies	Relationship to "How We Grow"	Summary and Overall Implications for AGMV?
Overall Growth Option	NA	Conservation received the most votes, with Community and Innovation close behind More compact and interconnected development, and more growth in already developed areas, which costs less, consumes less land, provides more housing and transportation choices, and pollutes less.	Dane County Comprehensive Plan Regional Transportation Plan 2050 Imagine Madison 2019 Dane County Climate Action Plan (forthcoming) 2016-2020 Public Health Madison & Dane County Strategic Plan	Integration of CARPC and MATPB planning	From Advance Now: "…the Madison Region is a hodgepodge of affiliated and non-affiliated planning districts with varying degrees of overlap." This "creates a challenging planning landscape," leaving the region "unable to find consensus on collective approaches to address major competitive issues…most prominently housing, mobility, and infrastructure."	**High** regional growth coordination increases likelihood of successfully meeting regional challenges. **Medium** Coordination can prevent conflicting policies and practices **Low** Coordination risks costly intra-regional competition, and negative outcomes	**High** *Green Infrastructure* *Expand Transit* *Preserve More Farming* *More Tech Job Growth* **Medium** *More Renewable Energy* *Expanded Housing Options* *Walkable Communities*	**High**	Preference for more compact, interconnected development with emphasis on building up already developed areas. Possible AGMV goal/ vision statement related to growth that achieves fiscal, household, energy and environmental savings? CARPC role: develop regional land use plan to inform local planning. <u>AGMV role?</u> Promote better regional (multi-county?) planning?

A Greater Madison Vision
Decision-Making Guide
DRAFT April 2019

The purpose of this guide is to provide information and assessments that help decision-makers identify priority goals and strategies for the Greater Madison Vision and Plan. For the strategies and growth options that survey takers identified as high priorities, this guide presents a strategy overview and an assessment of: alignment with existing regional goals, level of regional coordination needed, synergy with other survey strategies, and relationship with "how we grow."

STRATEGY: *More Renewable Energy*

SURVEY RESULTS	
OVERALL RANK	Priority #1
RANK AMONG GROUPS	Priority # 1-4 for all groups except seniors (#6) and African Americans (#5)

STRATEGY OVERVIEW	
DESCRIPTION	Transportation produces much of the pollution that drives climate change. Communities reduce such pollution by using more electric cars that are powered by renewable energy. **Note**: Focus on the transportation sector because of its strong link to regional growth, the focus of AGMV. Other sectors, such as building energy and renewable production, are less related.
ANALYSIS	High priority ranking reflects strong preference for reducing carbon emissions to reduce threat of climate change. Many comments emphasized the need to increase local and renewable energy and to reduce climate change. The transportation sector is one of the largest generators of greenhouse gas emissions. Reducing carbon emissions from transportation to levels required to avert climate crisis will require a combination of clean powered vehicles and a reduction in miles traveled per person in single-occupancy vehicles. Thus, the rows below assume this strategy encompasses both clean powered vehicles and reduced vehicle miles traveled per person.
DATA INDICATORS	Rising CO_2 from human activities is approaching thresholds for severe to catastrophic outcomes. The transportation sector is one of the largest contributors to GHG emissions.
KEY DECISION MAKERS/ INFLUENCERS	**Utilities** – shift to renewables; charging stations **State/PSC** – approval of production of, and favorable rate structures for, renewable energy; policies and funding support **Federal** – incentives, funding and policies for electric vehicles, clean energy, renewable technology and business development; emission restrictions and regulation

County – county roads and transportation policy; fleet vehicles; renewable energy and climate change policies, funding and practices

Municipalities – policies that encourage low/no carbon modes of transportation, promote electric vehicle infrastructure and local renewable production, fleet vehicles; promote low/no carbon policies and investments

Business – demonstrate leadership for shifts to renewable energy, low-carbon transportation

ALIGNMENT WITH EXISTING REGIONAL GOALS

EXISTING PLANS

Dane County Comprehensive Plan: Reduce transportation's contribution of greenhouse gases that contribute to climate change; Promote provision of environmentally sound energy to meet current and future needs

Regional Transportation Plan 2050: Promote the transition to low and no emission fuels for vehicles

Imagine Madison: Safe, efficient, and affordable regional transportation system that offers a variety of choices among transportation modes; strategies include implementing BRT, TOD/TOD overlay zoning, compact growth, pedestrian and bicycle networks, new tech, converting auto-oriented commercial areas into mixed-use activity centers; supporting EV support infrastructure/other eco-friendly fuel sources

Dane County Natural Hazard Mitigation Plan: Reduce vulnerability by fortifying energy infrastructure and encouraging renewable energy sources, especially for critical facilities

2013 Dane County Climate Change and Emergency Preparedness Report: Strengthen infrastructure resiliency, integrated energy efficiency; CNG-fueled fleet vehicles, airport energy efficiency (reducing GHG emissions and energy consumption in terminal, parking ramps, maintenance facilities, and airfield); MGE Power Green Tomorrow partnership; energy efficient county buildings, community digesters, EECBG projects, emissions reduction strategy

2019 Dane County Climate Action Plan (forthcoming): Renewable Energy recommendations include accelerate solar, energy storage; municipalities adopt clean energy goals; solar outreach and education; rural heat pump program; Transportation-specific recommendations include land conservation, "Smart Growth" templates and guidelines for municipalities; TOD, reduce number/distance of SOV trips; regional rapid transit system/creation of RTA; active transportation; develop scoring framework for transportation projects to encourage those that reduce carbon emissions; "smart pricing" to capture true costs of driving and parking; improve and expand EV charging infrastructure, EV outreach and education programs

2015 Bicycle Transportation Plan for the Madison Metropolitan Area and Dane County: Not focused on climate change/renewable energy specifically

100% Renewable Madison: City of Madison plan adopted March 2019 to achieve 100 percent renewable energy and zero net carbon emissions by 2030; includes EV

	charging infrastructure, CNG for fleet vehicles **City of Madison Sustainability Plan**: Mayor's goal of making 50% of Metro's fleet zero-emission by 2035 **MGE's Energy 2030 Framework**: Expanding programs to support use of electric vehicles and to manage electricity use for vehicle charging at peak times; electric vehicle home charging, workplace charging, network of publicly available charging stations
CURRENT INITIATIVES	**2013 Transit Corridor Study** (MATPB): BRT feasibility study **2014 Dane County Market Demand Study** (Capital Region Sustainable Communities, CARPC): BRT and walkable transit-supportive communities **2017 Phase 1 BRT Corridor Feasibility Analysis** (Madison, Metro Transit, MATPB) **2018 Madison East-West Bus Rapid Transit Planning Study** (City of Madison) **Madison Metro's Electric Bus Fleet:** Metro was awarded $1.3 million from the Federal Transit Authority Low or No-Emission Grant to purchase electric buses; partnership with MGE for charging infrastructure Expansion of interconnected regional bike/ped system **MGE:** 32 ChargePoint public charging stations provide electricity that is 100% renewable (generated by wind farms in Wisconsin and Iowa); Charge@Home pilot program offers customers Level 2 (L2) chargers for home use **Alliant:** Nights and Weekends pricing program to encourage EV charging during off-peak hours; EV education, rebates for home chargers
GAPS	Lack of coordinated regional approach to reducing transportation GHG emissions More plans than actions

LEVEL OF REGIONAL COORDINATION NEEDED

HIGH	For regional transit system (required)
MEDIUM	For electric car infrastructure - success enhanced by government-utility-business coordination For renewable energy production and distribution – success enhanced by government-utility-business coordination For development patterns that reduce reliance on single-occupancy automobiles – success enhanced by information sharing and collaboration with regional planning entities
LOW	

SYNERGY WITH OTHER SURVEY STRATEGIES

HIGH	*Expand Transit* – One of the key components to low-carbon transportation by decreasing single occupancy, internal combustion automobiles. *More Local Energy Production* – Since Wisconsin has few if any fossil fuel resources, local energy production means renewable energy.
MEDIUM	*More Community Based Resources* – Communities designed with more transportation options increase access to local resources *Expanded Housing Options* – Community designs that encourage non-auto modes of transportation can reduce combined housing + transportation costs, and encourage wider range of housing choices. *Walkable Communities* – Help shift some trips from single occupancy vehicles to walking and biking *Preserve More Farming Areas* – Renewable energy production in rural areas can generate income for rural landowners (although the impact on farming is unclear). More compact development patterns that encourage less driving reduce development pressure on farmland. *More Tech Job Growth* – Skilled tech and "creative economy" workers often prefer communities with transportation alternatives to single occupancy vehicles
LOW	*Better Connected Education and Work* *More Locally Grown Food* *More Close Knit Communities*

RELATIONSHIP TO "HOW WE GROW"

HIGH *Direct relationship (causation)*	Regional transportation systems strongly influenced by growth and development
MEDIUM *Indirect relationship (correlation)*	
LOW *Secondary relationship*	Some development policies and practices can encourage or discourage local renewable energy production

STRATEGY: *Green Infrastructure*

SURVEY RESULTS	
OVERALL RANK	Priority #2
RANK AMONG GROUPS	Priority # 1-4 for most groups except people who ranked it priority 5-8: of high school age, education levels less than an associate's degree, African Americans and Native Americans, and people living in outer Dane and surrounding counties

STRATEGY OVERVIEW	
DESCRIPTION	Communities design streets, parking lots, yards and terraces to soak up water from rain and snow, instead of allowing the polluted water to run off into lakes and rivers. By soaking up more water into the land, communities reduce the risk of flooding and make healthier rivers and lakes.
ANALYSIS	High priority ranking reflects strong preference for reducing impacts from flooding, which is a growing risk from more frequent and extreme weather events due to climate change. A significant number of comments emphasized the need to increase and prioritize conservation, environmental protection, parks and open space, green infrastructure, and water quality, and to reduce climate change and pollution. Ranking and comments were likely affected by significant flooding events in late August, just weeks before the survey launch. Flood damage and impacts remained visible and in the news during the survey. In addition, climate change has increasingly been in the news and conversations, in part due to increasingly dire reports from the UN Intergovernmental Panel on Climate Change.
DATA INDICATORS	Rising global temperatures and atmospheric CO_2 levels. Increasing levels of precipitation. Increasing frequency and intensity of weather events. Increasing frequency of flood events. Approximately 95% of existing development built before adoption of stormwater retention standards in 2004 directs most stormwater into surface water bodies. Such stormwater runoff is "flashier" (larger volumes in shorter durations), warmer and more polluted than natural groundwater recharge.
KEY DECISION MAKERS/ INFLUENCERS	**Federal** – laws, regulations and funding through the Clean Water Act and EPA; and hazard mitigation and disaster recovery (FEMA and US Army Corps of Engineers); other **State** – Water quality and stormwater standards and management systems (DNR) and hazard mitigation and disaster recovery (Emergency Management) **County** – Lake and river level management for Yahara Chain of Lakes; Land and Water Conservation Dept.; Emergency Management, hazard mitigation planning **Municipalities** – Development and redevelopment/infill policies; local stormwater ordinances/standards **Business** – Impacted by flood events; development sector absorbs cost of increased development standards, and passes along costs to end buyer/user **Public** – Ultimately impacted by and responsible for many costs associated with both increased flooding, and measures designed to reduce flood impacts

ALIGNMENT WITH EXISTING REGIONAL GOALS

EXISTING PLANS

Dane County Comprehensive Plan: Develop and promote a countywide system of open space corridors, restore natural environment; holistic, ecosystem-based and sustainable approach to natural resource protection; decrease flooding and flood-related problems; comprehensive water management policies: consider connections between land use, urban growth, and surface/groundwater issues; watershed boundaries as land use/water resource planning unit; preserve, restore and sustain Dane County natural communities and resources for flood prevention/erosion control/water quality protection

Vision 2020: Promote planning and design that preserves and restores environmental functions; county-wide system of open space corridors; Promote, conserve, and restore all water resources; Promote a sustainable capital area region; Protect shoreland, floodplain, and wetland areas; Preserve and expand the role of wetlands and woodlands as essential components of the hydrologic system, restore or improve degraded wetlands/woodlands where possible; Incorporate stormwater management practices (detention, infiltration, created wetlands, rain gardens) in urban developments

RTP 2050: Incorporate Green Streets (streets designed in a way that mimics local hydrology prior to development – bioretention elements, reduce impervious surfaces) into street construction/reconstruction; Strive to maintain pre-development hydrology

Imagine Madison: Incentivize rain gardens and other types of green infrastructure; Continue adaptive stormwater management and erosion control to prepare for more intense rain events

Dane County Land and Water Resources Management Plan: Assess, protect and improve surface and groundwater resources in Dane County; Improve and enhance erosion control and stormwater management runoff, onsite stormwater management, wetlands preservation

Dane County Water Quality Plan: Control pollution through land design and management, e.g. through utilization of natural drainage systems and buffer areas; Protect vital natural resources, recognizing that land and natural resources perform critical environmental functions such as storage of floodwaters

Dane County Natural Hazard Mitigation Plan: Identify, conserve, restore, and utilize land of potential flood mitigation value (wetlands, floodplain corridors, etc.); Establish flood mitigation as a criterion for land acquisition and environmental restoration; Facilitate programs that encourage stormwater volume control to reduce flow into storage areas; public outreach on stormwater volume control techniques, including property owner opportunities such as rain gardens and rain barrels or cisterns; Address flooding as a significant component of the Dane County Comprehensive Plan; watershed-level solutions, integrated systems management, regional partnerships/integrated programs

Dane County Climate Change and Emergency Preparedness Report: Fortify natural ecosystem functions for resiliency; Protect and restore wetlands for flood mitigation

	and water quality improvements; Mitigate flood and runoff risks through wetlands restoration and green infrastructure; Partnerships for Resilient Watersheds (Land and Water Resources Department, Yahara WINS) **2011 Madison Sustainability Plan**: Goal of improving storm water management to protect the lake waters, shorelines and associated wetlands from increased pollution, ecological damage, or impediments to recreation; Manage stormwater onsite, reduce erosion, pollution
CURRENT INITIATIVES	**Dane County**: Since 2004, all new development must maintain 90% of pre-development infiltration rate **Dane County 2019 Budget**: $18 million allocated toward flood recovery and lake health; $9 million for conservation and stormwater management acquisitions, additional funding for wetland restoration and analysis, Dane County Conservation Reserve Program; Urban water quality grant program now includes stormwater volume control projects **Yahara Lake Levels Task Force**: Established through County Board resolution in 2018, Final Recommendations released March 18, 2019 – prioritize wetland and land purchases to improve storm water infiltration, work with The Nature Conservancy on Wetlands by Design, model and evaluate green infrastructure practices, watershed-wide green infrastructure approach, targeted wetlands restoration **Stormwater Technical Advisory Committee**: Recommends that new developments be required to maintain 100% of pre-development runoff volumes and redevelopment in existing urban areas be required to maintain 50% volume control **Localized projects**: For example, 1000 Friends of Wisconsin's Leopold Green Schoolyard project, Adams Street rain gardens (Friends of Lake Wingra, City Engineering, and residents), green roofs, pervious pavements **Ripple Effects/Plant Dane** – Madison Area Municipal Storm Water Partnership State/County/local stormwater standards and regulations
GAPS	Lack of a unified regional flood risk reduction effort
LEVEL OF REGIONAL COORDINATION NEEDED	
HIGH	For flood mitigation - Required due to watershed boundaries that encompass and cross multiple municipal boundaries. Also required due to multiple regulations, funding streams, and programs across federal, state, county and regional governments.
MEDIUM	
LOW	
SYNERGY WITH OTHER SURVEY STRATEGIES	
HIGH	

MEDIUM	*More Community Based Resources* – Green infrastructure can be implemented to enhance local communities (for example, integrate nature more into local communities; stormwater retention facilities that are also water features and potentially public art) *Better Connected Education and Work* – Based on Groundwork Milwaukee, green infrastructure can be connected to education and training programs and jobs (design, installation, maintenance) *Walkable Communities* – Green infrastructure can help improve the experience of walking by increasing greenery and nature. *Preserve More Farming Areas* – Strategies to infiltrate more stormwater may include restoration of wetlands that were previously drained in farm fields. This would reduce farmable area, but compensation to landowner for ecosystem services could provide additional income. *More Close Knit Communities* – If green infrastructure also brings nature, water features and related education into communities as focal points and gathering places
LOW	*More Renewable Energy/Local Energy Production* *Expand Transit* *Expanded Housing Options* *More Locally Grown Food* *More Tech Job Growth*

RELATIONSHIP TO "HOW WE GROW"

HIGH *Direct relationship (causation)*	Location of environmental corridors, parks and open space
MEDIUM *Indirect relationship (correlation)*	New development must meet state and county water quality and stormwater standards, which influences development patterns. Reducing impacts of future flood events will require reduction of stormwater runoff from the 95% of development built before such standards were enacted, which will impact infill and redevelopment.
LOW *Secondary relationship*	

STRATEGY: *More Community-Based Resources*

SURVEY RESULTS

OVERALL RANK	Priority #3
RANK AMONG GROUPS	Priority # 1-4 out of 16 for all but three groups who ranked it priority #5: self-identified rural and urban residents and Latinx persons. Native Americans ranked it #10.

STRATEGY OVERVIEW

DESCRIPTION	More education, job training, and health services are available locally. Schools, health providers, and non-profit groups bring resources to community centers, libraries, senior centers, or schools.
ANALYSIS	This strategy focuses on better access to resources for meeting basic needs and accessing opportunities. Comments related to this strategy emphasized support for low-income residents and marginalized groups, as well as access to quality education and services. The generally high priority ranking of this strategy, particularly among lower income groups and persons of color, is consistent with the AGMV Values Survey results, which identified the following "regional challenges" (high importance and weak regional performance scores): increasing jobs, access to health care, reducing crime, affordable housing, poverty/income inequality, and reducing racial disparities.
DATA INDICATORS	Persistent percent of population living below poverty level Large racial disparities in income, educational attainment, employment, wealth, and health measures Difficulty of transit-dependent and mobility-impaired populations to travel to services and facilities that can only be accessed by car
KEY DECISION MAKERS/ INFLUENCERS	**Federal** – Policies and funding for income, education, health and social services **State** – Funding for education, health and social services **County** – Funder and provider of health and social services **Municipalities** – Planning and zoning for location and design of community facilities **Business** – Supporters and funders of programs through United Way, Partner Shares, sponsorships, and other means **Public** – Advocates for better and more equitable access to needed resources

ALIGNMENT WITH EXISTING REGIONAL GOALS

EXISTING PLANS	**Dane County Comprehensive Plan**: Promote access to high quality health care facilities and services; Recognize the important role schools play in developing an educated, productive citizenry; Robust, sustainable economy for all; workforce development **RTP 2050**: Complete Streets that are safe, convenient, and attractive for everyone, regardless of age, ability, or mode of transportation; Well-connected street network and facilities that provide transportation choices and convenient access to daily

	activities; Support personal prosperity and enhance the regional economy; Improve equity for users of the transportation system; Improve transit accessibility to jobs in areas with concentrations of transit-dependent populations **Imagine Madison**: Provide housing options with health and social services for residents who need it most; Support more jobs that pay a family-supporting living wage; Close the educational opportunity gap (quality child care, especially for the underrepresented; out of school time programming; work-based learning for youth/young adults; internet access); Remove barriers to achieving economic stability (neighborhood centers, job training and placement programs, programs that build residents' financial capability); Develop a diverse City workforce; Locate community facilities to provide a high level of service to all neighborhoods; Build relationships between police and communities; Ensure all neighborhoods are clean and safe **Advance Now 2.0 (Draft)**: Ensure that all residents have equal opportunities for success – Prepare K-12 students for college and careers, Advance efforts to secure investment for Madison Region Opportunity Zones, Implement an anchor-based "community wealth building" pilot program in a disinvested Madison Region neighborhood **2019-2021 Dane County Community Health Needs Assessment**: Social and economic factors (income, access to education and employment, presence of supportive social networks, and safety of a community) have the greatest impact on health outcomes; Top priorities are maternal and child health, chronic conditions, mental and behavioral health, and substance abuse disorders, with a special focus on inequities between demographic groups **2016-2020 Public Health Madison & Dane County Strategic Plan**: Focus on "upstream" factors that influence public health outcomes: education, economic stability, health and healthcare, neighborhood and built environment, social and community context **WDBSCW Workforce Innovation and Opportunity Act Local Plan**: Goals include regional Talent Development System tailored to needs of workers, job seekers, and businesses; Alignment of activities with education and regional economic strategies and partners
CURRENT INITIATIVES	**Dane County Department of Human Services** – Offers programs and services for a wide variety of populations (aging, AODA, children and families, developmental disabilities, economic and medical assistance, immigration affairs, etc.) **City of Madison** – Permanent Supportive Housing, Jobs TIF, Pathways to Quality, Madison Out of School Time initiative, City internship programs, community centers **Public Health Madison & Dane County** – Health services and community initiatives **Dane County Health Council** – Partnership between government and health care leaders focused on improving access to "primary health care homes" and integrating behavioral health into primary care **Healthy Dane Collaborative** – Partnership between PHMDC and local healthcare facilities

	United Way of Dane County – 2-1-1, HealthConnect, Parent-Child Home Program; variety of other programs focused on education, health, and community convening **Urban League of Greater Madison** – Large number of programs geared toward youth education, employment, and community building **Centro Hispano** – Programs for youth, adults and families, and community; Immigration, healthcare, and career services; Wellness programs **Opportunity Zones**: 11 designated OZ census tracts in the Madison area **Madison Metro School District** – Pathway to Prosperity Network, Community Schools initiative **Workforce Development Board of South Central Wisconsin** – Business Engagement and Worker Engagement programs **Youth organizations**: Community Centers, Boys & Girls Club, Big Brothers Big Sisters of Dane County, Operation Fresh Start, Future Farmers of America, Boy/Girl Scouts, others **Business groups**: Greater Madison Chamber of Commerce, Latino Chamber of Commerce, Hmong Wisconsin Chamber of Commerce, Madison Black Chamber of Commerce **Higher education institutions**: Madison College, UW Madison **Healthcare facilities:** UnityPoint-Meriter, UW Health, GHC, SSM-St.Mary's
GAPS	Many resources exist, yet needs remain unfulfilled – gap in connecting people to services and programs; better coordination among programs?
LEVEL OF REGIONAL COORDINATION NEEDED	
HIGH	Significant coordination required between County and area non-profit service providers to achieve greatest impact and efficiencies
MEDIUM	Coordination required between state and county
LOW	Level of coordination between local cities, villages and towns
SYNERGY WITH OTHER SURVEY STRATEGIES	
HIGH	*Better Connected Education and Work* – Access to needed resources is closely tied to accessing good jobs and employment training. *Expanded Housing Options* – Safe, affordable, accessible housing options available near needed resources and/or good transit services provides stability required to meet other key needs. *More Locally Grown Food* – Can increase access to nutritious food and reduce food expenditures. *More Close Knit Communities* – Strong social connections enable people to meet their needs with help from friends and family.

MEDIUM	*Expand Transit* – Efficient, reliable, timely transit services can increase access to needed resources where land uses support such service. *Walkable Communities* – Can increase access to those living near needed services. *More Tech Job Growth* – Mixed. On the one hand it can provides greater wealth and tax base in the region that can be drawn on to support area needs if mechanisms are in place to capture this value added to meet local needs. However, in the absence of such mechanisms, tech job growth can increase housing and other living costs.
LOW	*More Renewable Energy/More Local Energy Production* – Generally low synergy unless local renewable energy can reduce utility costs to low-income households *Green Infrastructure* *Preserve More Farming Areas*

RELATIONSHIP TO "HOW WE GROW"

HIGH *Direct relationship (causation)*	
MEDIUM *Indirect relationship (correlation)*	The funding and provision of services is a function of needs, policies and budgets that are not directly related to regional growth patterns. However, one's ability to meet their needs within a community, or with short and affordable trips, is directly related to community design: more compact, walkable, mixed-use and interconnected communities generally increase access to destinations. A risk is that such higher amenity neighborhoods can also increase land values and housing costs, decreasing affordability.
LOW *Secondary relationship*	

STRATEGY: *Better Connect Education and Work*

SURVEY RESULTS

OVERALL RANK	Priority #4
RANK AMONG GROUPS	Priority # 1-4 out of 16 for most groups. Those ranking it # 5-8: people with incomes greater than $25,000, people with a bachelor's degree or higher, rural and urban residents, people age 20-64, White residents and those living in the central urban area of the region (Madison, Monona, Shorewood Hills, Maple Bluff and urban portion of Fitchburg).

STRATEGY OVERVIEW

DESCRIPTION	Schools work more closely with technology companies to meet their job needs and foster a vibrant culture of tech entrepreneurs. K-12 education prepares the highly diverse student body to succeed in a technological society.
ANALYSIS	This strategy focuses on better access to education and training needed for getting good jobs and entrepreneurial and career opportunities. Comments related to this strategy emphasized support for quality education, the technology sector, employer and job training programs, job access, job creation and supporting the local economy. The generally high priority ranking of this strategy, particularly among lower income groups and persons of color, is consistent with the AGMV Values Survey results, which found the following "regional challenges" (high importance and weak regional performance scores): increasing jobs, poverty/income inequality, and reducing racial disparities. Generally high priority ranking for this strategy contrasted with relatively low priority ranking for the strategy of *More Tech Job Growth*, indicating that more priority should be given to increasing access to jobs and benefits of the tech-related economy than to further expanding it.
DATA INDICATORS	Persistent percent of population living below poverty level. Large racial disparities in income, educational attainment, employment, wealth, and health measures. Low percent of persons of color in tech sector relative to their overall percent of population, especially in management and executive level positions.
KEY DECISION MAKERS/ INFLUENCERS	**Federal** – Policies and funding for employment training through Workforce Development Boards **State** – Funding for technical college systems and other education and training **Municipalities** – Local economic development efforts that can be tied to education and training to meet the needs of area businesses and residents **School Districts** – Programs and curricula that link high school education to area employers, such as apprenticeships, mentoring, career pathway programs **Business** – Partners with schools and training providers; job providers

ALIGNMENT WITH EXISTING REGIONAL GOALS

EXISTING PLANS	**Dane County Comprehensive Plan**: Recognize the important role schools play in developing an educated, productive citizenry; Robust, sustainable economy for all;

	workforce development **RTP 2050**: Support personal prosperity and enhance the regional economy; Improve transit accessibility to jobs in areas with concentrations of transit-dependent populations **Imagine Madison**: Close the educational opportunity gap (quality child care, especially for underrepresented groups; out of school time programming; work-based learning for youth/young adults; internet access); Remove barriers to achieving economic stability (neighborhood centers, job training and placement programs, programs that build residents' financial capability) **Advance Now 2.0 (Draft)**: Effectively prepare K-12 students for college and careers; Fully leverage the Madison Region's BEC, Continue evolving two- and four-year higher education programming to align with the regional economy; Expand workforce participation through adult education and reskilling initiatives **WDBSCW Workforce Innovation and Opportunity Act Local Plan**: Goals include regional Talent Development System tailored to needs of workers, job seekers, and businesses; Alignment of activities with education and regional economic strategies and partners **2019-2021 Dane County Community Health Needs Assessment**: Importance of access to education and employment to overall health outcomes; education opportunity gap, low graduation rates, inequities in incomes, unemployment rates **2016-2020 Public Health Madison & Dane County Strategic Plan**: Focus on "upstream" factors that influence public health outcomes including education and economic stability
CURRENT INITIATIVES	Madison Regional Career Pathways program Inspire Madison Region program Madison Education Partnership (MEP) Early College STEM Academy Quest (Waunakee School District) Business and Education Collaborative (BEC) **Urban League of Greater Madison** - 1,500 Jobs for 1,500 Families, Accelerated Career Academies, Career Readiness Services Centro Hispano **WDBSCW** – Business Engagement + Worker Engagement programs **City of Madison** – Permanent Supportive Housing, Jobs TIF, Pathways to Quality, Madison Out of School Time initiative, City internship programs, community centers **Madison Metro School District** – Pathway to Prosperity Network, Community

	Schools initiative **Higher educational institutions**: Madison College, UW schools
GAPS	Many resources exist, yet needs are unfulfilled – gap in connecting people to services and programs?

LEVEL OF REGIONAL COORDINATION NEEDED

HIGH/MEDIUM	The economy and labor market are regional; thus regional coordination is needed to reduce duplication, increase efficiency, and ensure best connections between programs that prepare and train workers, and employers with position openings.
MEDIUM	Regional level coordination to better connect education and work also needs effective regional transportation system that physically connects people to jobs, including those with no or limited access to personal vehicles.
LOW	

SYNERGY WITH OTHER SURVEY STRATEGIES

HIGH	*More Community Based Resources* – Increasing access to education and job training directly supports this strategy. *Expanded Housing Options* – Safe, affordable, accessible housing options available near jobs and education and training providers can increase success rates by reducing housing and transportation costs. *More Tech Job Growth* – More employers and jobs increases openings to which training programs can respond.
MEDIUM	*Expand Transit* – Efficient, reliable, timely transit services can increase success rates by increasing access to jobs, and by reducing housing and transportation costs.
LOW	*More Renewable Energy* *Green Infrastructure* – Unless tied to training and jobs for low-income residents *More Local Energy Production* – Unless tied to training and jobs for low-income residents *More Locally Grown Food* *Walkable Communities* *More Close Knit Communities* *Preserve More Farming Areas*

RELATIONSHIP TO "HOW WE GROW"

HIGH *Direct relationship (causation)*	
MEDIUM *Indirect relationship (correlation)*	Regional development patterns and related transportation systems can increase or decrease physical access to jobs.
LOW	

Secondary relationship

STRATEGY: *Expand Transit*

SURVEY RESULTS	
OVERALL RANK	Priority #5 out of 16
RANK AMONG GROUPS	Priority #3-4 out of 16 for people living in urban areas and the central urban area, African American and White people, people age 20-49, people with bachelor's degree or higher, and people with incomes greater than $50,000. Priority #9-12 for those who attained high school degree, some college or associate's degree; rural residents and those in counties surrounding Dane, people with incomes less than $25,000 (generally high school students in the survey) and persons of 2 or more races. People age 15-19 and with less than a high school degree ranked this strategy as a low priority (#15).

STRATEGY OVERVIEW	
DESCRIPTION	Expand transit to connect Madison with surrounding communities. Adopt rules for driverless cars that reduce congestion and improve transit.
ANALYSIS	This strategy is to enhance and expand regional transit service between Madison and surrounding communities and to develop proactive policies regarding autonomous vehicles to address public goals of less congestion and better transit. Judging from comments, survey takers mostly responded to the transit portion of this strategy. A large number of comments supported expanding or prioritizing local and regional transit, increasing transportation options and pedestrian and bicycle infrastructure and walkability. High priority ranking for this strategy is concentrated in areas with the greatest need for better transportation options (urban and central area). Those in rural or outlying communities rank it as a lower priority.
DATA INDICATORS	Longer term ridership increases on Metro Transit (although declines in last year or two). Increasing transportation costs per household as a percent of income. Increasing congestion levels on urban arterials that cannot be expanded.
KEY DECISION MAKERS/ INFLUENCERS	**Federal** – USDOT funds highways, transit, transportation services and planning; sets transportation facility standards **State** – WisDOT provides funding and policies for roads and highways and transportation services; enables creation of regional transit authorities **County** – Funds and maintains county highways **Madison Area Transportation Planning Board (MPO)** – Develops regional transportation plans; allocates federal funding within MPO boundary (urbanized area of county); provides transportation planning services **Municipalities** – Fund and maintain local roads **City of Madison** – Funds and operates Madison Metro **Developers** – Can increase development that generates riders and amenities for transit users; or development that reduces viability of transit service **Business** – Partners with government to support transit expansions and service that increases access to workforce **Public** – Advocates for increased and improved transit services

ALIGNMENT WITH EXISTING REGIONAL GOALS

EXISTING PLANS	**Dane County Comprehensive Plan**: Provide an integrated, efficient and economical transportation system that affords mobility, convenience and safety and that meets the needs of all citizens; Accessible, well-maintained, multi-modal, provides for the movement of people and goods in a safe and efficient manner; Coordinate land use and transportation plans and decisions, including transit-oriented development; expand passenger and freight rail services, transit services including paratransit; Develop a regional transit authority **RTP 2050**: Employ intelligent transportation technologies to improve safety, system efficiency, and reliability; Provide convenient, inexpensive transportation options that allow households to go car-light or car-free; Promote investments that enhance inter-regional transportation options; Integrate local public transit with intercity service and facilities such as the airport; Improve transit accessibility to jobs in areas with concentrations of transit-dependent populations; Incentivize alternatives to single-occupant vehicle driving; Manage travel demand on congested corridors; Transportation network should adapt to new technologies such as autonomous transit; Bus rapid transit (BRT) is a key recommendation. **Imagine Madison**: Improve transit service, especially to peripheral employment and residential locations, with a focus on reducing the travel time for transit dependent populations; Implement bus rapid transit (BRT); Improve access to transit service to nearby cities; Concentrate the highest intensity development along transit corridors; Expand and improve the city's pedestrian and bicycle networks; Implement new technologies to more efficiently use existing transportation infrastructure **Advance Now 2.0 (Draft)**: A new perspective and framework is necessary to formalize opportunities for discussion, compromise, and shared action on future land use and mobility planning, programming, and project development; Secure state legislation enabling the development of RTAs; Create a Madison Region RTA to advance development and funding of a regional transit plan **2019-2021 Dane County Community Health Needs Assessment**: Transit access/options identified as an important factor in determining health outcomes **2019 Dane County Climate Action Plan** (forthcoming): Recommendations include TOD, reduce number/distance of SOV trips, regional rapid transit system/creation of RTA, and active transportation 2015 Bicycle Transportation Plan for the Madison Metropolitan Area and Dane County
CURRENT INITIATIVES	**2013 Transit Corridor Study** (MATPB): BRT feasibility study **2014 Dane County Market Demand Study** (Capital Region Sustainable Communities, CARPC): BRT and walkable transit-supportive communities **2017 Phase 1 BRT Corridor Feasibility Analysis** (Madison, Metro Transit, MATPB) **2018 Madison East-West Bus Rapid Transit Planning Study** (City of Madison)

	City of Madison Transportation Master Plan **Wisconsin AV Proving Grounds**: Autonomous vehicle research and testing facilities in Madison (UW-Madison and City of Madison) and Fitchburg (Mandli Communications) Driverless shuttle planned for East Washington (Madison) between Sparc building and Capitol Square (Fall 2019)
GAPS	Lack of funding for transit system expansion and upgrades (capital and operating costs) From Advance Now 2.0 (Draft): Land use and transportation planning in the larger region is fractured due to legacy planning districts and a complicated multi-county regional geography (populous dense core county surrounded by suburban and rural communities) The creation of a Regional Transit Authority (RTA) for coordinating and funding a regional transit system is specifically mentioned as a priority in the majority of major regional plans, but is currently prohibited by state law. "The lack of RTAs severely limits jurisdictions' ability to raise revenue to fund transit planning, construction, and operation." Autonomous vehicles are not addressed in all major regional plans; some planning/policy development has occurred at the state level. As an emerging technology, there are lots of unknowns, a lack of public support/acceptance, and cost barriers.

LEVEL OF REGIONAL COORDINATION NEEDED

HIGH	Regional transit service requires intergovernmental cooperation for funding, operation and supporting transit-friendly development that generates increased ridership.
MEDIUM	
LOW	

SYNERGY WITH OTHER SURVEY STRATEGIES

HIGH	*Expanded Housing Options* – Safe, affordable, accessible housing options available near jobs and education and training providers can increase success rates by reducing housing and transportation costs. *Walkable Communities* – Easier access to services and amenities.
MEDIUM	*More Renewable Energy* – A key component to low-carbon transportation by decreasing single occupancy, internal combustion automobiles. *Preserve More Farming Areas* – Regional transit and related transit-oriented development increases urban densities, which decreases need for urban expansion into adjacent farmland. *More Tech Job Growth* – Greater transportation choices, including robust transit options, increases appeal of region to skilled workers in high demand by tech sector.

LOW	*Green Infrastructure* *More Community Based Resources* *More Local Energy Production* *More Locally Grown Food* *More Close Knit Communities*

RELATIONSHIP TO "HOW WE GROW"

HIGH *Direct relationship (causation)*	Direct relationship between regional transit and regional growth patterns
MEDIUM *Indirect relationship (correlation)*	
LOW *Secondary relationship*	

STRATEGY: *Expanded Housing Options*

SURVEY RESULTS

OVERALL RANK	Priority #6
RANK AMONG GROUPS	Priority #1-4 out of 16 for people with incomes between $25,000 and $50,000, those with high school degrees or some college, urban residents, people age 50 and above, and African American and Latinx people. Priority #5-8 for all other groups except high school students and 1st ring suburban residents, who ranked it 13 and 10 respectively.

STRATEGY OVERVIEW

DESCRIPTION	More housing choices allow a broader range of families to live in a community. Seniors live with and among children and grandchildren.
ANALYSIS	This strategy focuses on increasing housing types within communities that accommodate a greater diversity of households. A significant number of comments advocated for more affordable housing and better access to more housing options. High priority rankings were concentrated in lower income and education groups, persons of color, and in urban areas, reflecting areas of greater need. Residents of 1st ring communities (adjacent to Madison/Monona/urban Fitchburg) ranked this strategy fairly low, perhaps showing a reaction against significant recent construction of multi-family housing in these communities.
DATA INDICATORS	Housing costs increasing faster than incomes on average Half of all renters, and a third of all households, in Dane County pay more than 30% of their income for housing. Of low-income renters, 44% pay more than 50% of their income on housing. A significant housing gap (between the number of units affordable to people below 80% or 50% of median income, and the number of those same households) exists in every community in Dane County and, countywide, increased in recent years Regulatory and other barriers exist to developing a wider range of housing types in many communities A particular gap in housing types is the "missing middle" housing: between single family detached and large apartment buildings (e.g. town homes, small multi-family such as 4-8 unit).
KEY DECISION MAKERS/ INFLUENCERS	**Federal** – Funding for affordable and workforce housing development and rehab **State/WHEDA** – Allocates federal Section 42 Low Income Housing Tax Credits **County** – Funds and allocates federal and county funds for affordable housing; manages Dane County Housing Initiative **City of Madison –** Funds and allocates federal and city/TIF for affordable housing **Dane County Housing Authority** - Funds and allocates federal funds for affordable housing **Non-profit and for-profit developers** – Develop housing that includes affordable and workforce housing **Municipalities** – Fund affordable and workforce housing especially through TIF;

	encourage workforce and affordable housing through policy; establish land use and development regulations that determine housing types and volumes can be developed **Business** – Partner with government and developers to support workforce housing development

ALIGNMENT WITH EXISTING REGIONAL GOALS

EXISTING PLANS	**Dane County Comprehensive Plan**: Promote and support a full range and adequate supply of housing choices throughout the county: meets demand for the full range of needs and income levels, equitable, efficient use of land; Maintain and rehabilitate existing housing **RTP 2050**: Support provision of affordable housing in areas with high transit accessibility to jobs **Imagine Madison**: Support development of a wider mix of housing types, sizes, and costs throughout the city, including "Missing Middle" housing types, life cycle housing, and different occupancy and ownership structures; Increase the amount of available housing – create neighborhoods in commercial areas, expand permitted uses and densities, match developers with opportunities; Integrate lower priced housing into complete neighborhoods – seek funding sources; Support the rehabilitation of existing housing stock **Advance Now 2.0 (Draft)**: Affordably priced housing for key constituencies like young professionals is lacking, especially in the urban core **Dane County Housing Needs Assessment** (2018 Update): Just as there are a wide range of households, there should be a wide range of housing sizes and types at various price points to meet demand. Assessment discusses the need to consider a balance of lower-income and upper-income households within each municipality, the importance of transportation accessibility and transit availability in regional workforce and housing patterns. **2019-2021 Dane County Community Health Needs Assessment**: Access to adequate housing identified as an important factor in determining health outcomes (issues observed: overcrowding, high costs, lack of adequate kitchen/bath facilities, homelessness)
CURRENT INITIATIVES	2014 Fair Housing Equity Assessment (CARPC) **Dane County Housing Initiative** – Housing Assessments, Housing Summits and outreach events **Dane County Housing Authority**: Housing Choice Voucher Program, Conventional Public Housing Program **Dane County Department of Human Services**: Housing Help Desk, Joining Forces for Families **Dane County Office of Workforce and Economic Development**: CDBG, HOME, Dane County Affordable Housing Fund

	City of Madison Community Development: Affordable Housing Fund **Community housing strategies, studies, plans, and projects**: for example - 2015 City of Middleton Workforce Housing Strategy Recommendations, 2017 City of Fitchburg Housing Assessment **Housing-focused community organizations**: ADRC, Housing Initiatives, Madison Area Community Land Trust, etc.
GAPS	"The housing crisis is high on everyone's agenda." Housing demand outpacing supply; shortages in specific markets; rents higher than incomes Developer interests vs. resident needs/community priorities

LEVEL OF REGIONAL COORDINATION NEEDED

HIGH	
MEDIUM	Housing issues are mostly addressed at municipal level through land use development policies, regulation and review processes. Sharing of information such as best practices and challenges can help promote greater support for more diverse housing options in communities, including workforce and affordable housing.
LOW	

SYNERGY WITH OTHER SURVEY STRATEGIES

HIGH/MEDIUM	*Expand Transit* – Housing developed near efficient, reliable, timely transit services can reduce combined housing and transportation costs and increase access to needed destinations.
MEDIUM	*More Renewable Energy/More Local Energy Production* – Homes powered by renewable energy can reduce household costs and increase overall affordability. *More Community-Based Resources/More Close Knit Communities* – Makes it more possible for some people to remain in their homes *Walkable Communities* – Walkable communities typically include a range of housing types in closer proximity. *Preserve More Farming Areas* – Broader range of housing options typically means more compact communities overall, which can reduce development pressure in rural areas. *More Tech Job Growth* – Likely to increase housing demand due to increased in-migration and population growth. Increased demand can put upward pressure on housing prices that can decrease affordability and housing cost burdens.
LOW	*Green Infrastructure* *Better Connect Education and Work* *More Locally Grown Food*

RELATIONSHIP TO "HOW WE GROW"

HIGH *Direct relationship (causation)*	Housing development is directly related to regional growth and development
MEDIUM *Indirect relationship (correlation)*	
LOW *Secondary relationship*	

OVERALL GROWTH OPTION

SURVEY RESULTS

OVERALL RANK	The **Conservation** growth option received the most votes (2,731). In this option, half of new growth occurs in already developed areas, consistent with recent trends. The other half – "greenfield" development – occurs mostly around existing urban areas at densities similar to recent trends. Such greenfield development avoids expanded environmental and open space corridors. A starter rapid transit system, based on buses, is implemented. The **Community** and **Innovation** growth options came in close second and third with 2,452 and 2,373 votes respectively. The **Community** option also split growth 50/50 between existing developed areas and greenfield, with the difference that greenfield development was more dense than recent trends. Regional rapid transit was expanded. The **Innovation** growth option showed 70% of growth occurring in already developed areas, more compact development overall, and further expanded regional transit system. The **Self Reliance** growth option came in at a distant 4th with 693 votes. It showed 30% of growth occurring in already developed areas and 70% on greenfields and no regional transit system.
RANK AMONG GROUPS	African Americans, people age 35-49, people with graduate degrees or higher, urban residents, and people in the central urban area of Dane County were more likely to vote for **Conservation** as their preferred growth option. People age 20-34, with incomes of $100,000 or more, Asians, and people with bachelor's degrees were more likely to vote for **Innovation** as their preferred growth option.

STRATEGY OVERVIEW

DESCRIPTION	Survey takers were asked to select one growth option they felt was best for the region. Each growth option reflected one of the four scenarios and included a map showing where new growth would occur, a narrative describing the growth and some transportation implications, and estimates of 8 different impacts each growth option would generate. Examples of estimates given were: change in per household costs for transportation and energy; infrastructure costs; tax revenues generated; greenhouse gas emissions per household; and agricultural land developed.
ANALYSIS	Based on the most votes going to the **Conservation** growth option, survey takers were likely influenced by their high priority ranking for the **Conservation** future's strategies of *More Renewable Energy* and *Green Infrastructure*. High number of votes for **Community** and **Innovation** likely reflected support for high ranking strategies within those scenarios (*More Community-Based Resources, Better Connect Education and Work, Expand Transit, and Expanded Housing Options)*as well as support more growth occurring in already developed areas and for regional rapid transit. These votes were also likely influenced by more desirable estimates of their impacts. Overall they cost less, consume less land, provide more housing and transportation choices, and pollute less than the other two options. Low vote total for the **Self Reliance** growth option likely reflected lower priority ranking for its strategies (*More Local Energy Production* and *More Local Food Production* were the highest ranked within this option at #7 and 8), as well as its lower performance on indicators.

DATA INDICATORS	Data indicates that more compact and interconnected development, and more growth in already developed areas, costs less, consumes less land, provides more housing and transportation choices, and pollutes less.
KEY DECISION MAKERS/ INFLUENCERS	**State** – Establishes the legal framework within which municipalities can regulate land use and development **County** – Regulates land use and development in unincorporated areas **Municipalities** – Primary regulator of land use and development; develop public facilities such as schools and fire stations and parks **Developers and Lenders –** Develop and finance private sector buildings and supporting infrastructure **Business** – Consumer of commercial development; preferences influence urban design and architecture **Public** – Consumer of residential development; preferences influence urban design and architecture; existing residents may support or oppose (more common) new developments

ALIGNMENT WITH EXISTING REGIONAL GOALS

EXISTING PLANS	**Dane County Comprehensive Plan**: Promote the redevelopment of lands with existing infrastructure and public services and the maintenance and rehabilitation of existing residential, commercial and industrial structures; Encourage land uses, densities and regulations that promote efficient development patterns and relatively low municipal, state government and utility costs; Plan and develop land uses to create or preserve varied and unique urban and rural communities; Build community identity by revitalizing main streets and enforcing design standards; Encourage neighborhood designs that support a range of transportation choices; Protect natural areas, including wetlands, wildlife habitats, lakes, woodland, open spaces and groundwater resources; Identify and protect areas suitable for long-term preservation and viability of diverse agricultural enterprises and resources **RTP 2050**: Create interconnected livable places linked to jobs, services, schools, shops, and parks through a multi-modal transportation system that is integrated with the built environment and supports compact development patterns that increase the viability of walking, bicycling, and public transit **Imagine Madison**: Compact, interconnected neighborhoods anchored by a network of mixed-use activity centers; Safe, efficient, and affordable regional transportation system that offers a variety of choices among transportation modes; Create complete neighborhoods across the city where residents have access to transportation options and resources needed for daily living **2019 Dane County Climate Action Plan** (forthcoming): "Smart Growth" templates and guidelines for municipalities = "compact, mixed-use, promote infill, have high-quality public spaces, and are transit oriented." **2016-2020 Public Health Madison & Dane County Strategic Plan**: Focus on "upstream" factors that influence public health outcomes includes neighborhood and built environment
CURRENT INITIATIVES	A Greater Madison Vision

	CARPC/MATPB integration Upcoming regional Land Use Plan update
GAPS	From Advance Now: "...the Madison Region is a hodgepodge of affiliated and non-affiliated planning districts with varying degrees of overlap." This "creates a challenging planning landscape," leaving the region "unable to find consensus on collective approaches to address major competitive issues...most prominently housing, mobility, and infrastructure." "Urban, suburban and rural Madison Region communities must acknowledge their inter-dependence and mutual benefit from effective strategic implementation." "...an 'all-hands-on-deck' mentality is necessary if the strategy is to be effectively translated from paper to practice." "Ultimately, city and county partners must acknowledge their shared future and the benefit of coordinated strategic action to build healthy communities and a globally competitive region."

LEVEL OF REGIONAL COORDINATION NEEDED

HIGH	High levels of coordination around regional growth and development increases likelihood of successfully meeting regional transportation, environmental, and economic development challenges; and achieving desired, shared regional outcomes.
MEDIUM	Medium levels of coordination may be sufficient to prevent conflicting growth policies and practices, and prevent negative transportation, environmental and economic development outcomes.
LOW	Low level of coordination risks costly intra-regional competition, and negative transportation, environmental and economic development outcomes.

SYNERGY WITH OTHER SURVEY STRATEGIES

HIGH *Direct relationship (causation)*	*Green Infrastructure* *Expand Transit* *Preserve More Farming* *More Tech Job Growth*
MEDIUM *Indirect relationship (correlation)*	*More Renewable Energy* *Expanded Housing Options* *Walkable Communities*
LOW *Secondary relationship*	*More Community Based Resources* *Better Connect Education and Work* *More Local Energy Production* *More Locally Grown Food* *More Close Knit Communities*

CARPC EXECUTIVE COMMITTEE AGENDA COVER SHEET

May 6, 2019
Item 4.c.

Re: Planning for Summer Agency Strategic Planning Session

Requested Action: Discussion and guidance

Background:

The Executive Committee discussed possible strategic planning for CARPC at their April meeting. Members expressed support for revisiting the agency's strategic plan and suggested a half-day session during the summer.

Options, Analysis, Recommendation:

Staff identified a Friday lunch and afternoon session during summer months as an appropriate length of time and timeframe. Commissioners and staff are being polled for availability.

The planning session could review the current strategic plan and progress to date, and discuss priorities for the next few years.

Attachments:

1. None

Staff Contact:

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Next Steps:

CARPC EXECUTIVE COMMITTEE AGENDA COVER SHEET

May 6, 2019
Item 5.a.

Re: Consideration of Recommendation for Approval: Authorizing Agency Director to Execute Sublease Agreement with the City of Madison for Office Space at 100 State Street *(actionable item)*

Requested Action: Approval

Background:

At its December 11, 2018, meeting, the Executive Committee authorized the Deputy Director to negotiate terms of a non-binding letter of intent for office space as part of the agency's colocation with the Madison Area Transportation Planning Board (MPO), as recommended by the Joint MPO-CARPC Work Group Report, which was accepted by the Commission in January 2019. Staff subsequently worked with the MPO, City of Madison and management company for the 100 State Street building to reach agreement on lease terms, including tenant improvements and floor plan for the fourth floor of the building. The City then entered into a non-binding letter of intent with the management company. Based on the letter of intent, the City drafted a lease agreement with the building owner, and a sublease agreement with CARPC.

Options, Analysis, Recommendation:

Key aspects of the sublease agreement between CARPC and the City of Madison are:

- 10-year term with one 5-year renewal option at same terms
- 2.00% annual escalation
- First year gross rent of $22.25 per square foot, $108,565 total (City and CARPC)*
- CARPC estimated rent share: half or less of the total gross rent
- Move in period: September 15 – December 15, 2019

CARPC's attorney, John St. Peter, reviewed the lease and sublease agreements and found no legal objection.

Staff Recommendation: Approval

Attachments:

1. Sublease agreement between City of Madison and CARPC with Lease agreement between City of Madison and Frank Liquors of La Cross Inc. as Attachment B

Staff Contact:

Steve Steinhoff
Agency Director/Division Director
608-266-9283
steves@capitalarearpc.org

Next Steps:

Approval by Commission, execution of sublease, and lease between City and owner of 100 State Street, co-location in approximately October.

SUBLEASE

(This document is a sublease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This Sublease, entered into this _____ day of _____, 2019, by and between the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the "City") and **Capital Area Regional Planning Commission** (the "Sublessee").

W I T N E S S E T H:

WHEREAS, Frank Liquors of La Crosse, Inc., a Wisconsin corporation (the "Lessor"), is the owner of the building located at 100 State Street, Madison, Dane County, Wisconsin (the "Building"). The Building is located upon real estate more particularly described on attached Exhibit A (the "Property"); and

WHEREAS, the Lessor and the City have entered into a Lease dated _____, 2019 (the "Lease"), whereby the City has leased approximately 4,879.35 rentable square feet on the 4th floor of the Building (the "Leased Premises"); and

RETURN TO: City of Madison
EDD – Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251-0709-144-2608-0

WHEREAS, a copy of the Lease is attached as Exhibit B; and

WHEREAS, the Lease provides that the City will occupy and use the Leased Premises as shared offices for City of Madison Planning Division staff who staff the Madison Area Transportation Planning Board – A Metropolitan Planning Organization ("MPO") and the Sublessee, and the Lease specifically allows the City to sublease to the Sublessee; and

WHEREAS, the City and the Sublessee desire to enter into this Sublease for the purpose of memorializing their agreement for shared use of the Leased Premises.

NOW, THEREFORE, it is mutually agreed as follows:

1. Terms of Lease Apply. In addition to the terms hereinafter set forth, this Sublease incorporates and is subject to the terms and conditions of the Lease.

2. Leased Premises. The City hereby subleases to the Sublessee certain shared and dedicated space within the Leased Premises, together with the nonexclusive use in common with others entitled thereto of the "Common Areas" in the Building as described in Paragraph 6 of the Lease.

3. Term. The term of the Sublease shall coincide with the Initial Term of the Lease. In the event the City exercises its option to renew the Lease, the term of the Sublease shall coincide with such Renewal Term provided the Sublessee has agreed to such renewal as provided in Paragraph 6.

4. Use. See Paragraph 3 of the Lease.

5. Rent.

   a) The Sublessee shall pay to the City a prorata share of the monthly Rent payable under the Lease, which prorata share shall be generally based on the square foot allocation between the parties of dedicated office and work areas within the Leased Premises. The current space allocation is set forth on attached Exhibit C, which exhibit may be amended in writing from time to time by the parties.

   b) Rent shall be due on or before the first day of each month commencing on the Commencement Date of the Lease. The Sublessee shall be permitted to prepay rent for periods of more than one (1) month.

   c) All payments are to be made payable to the City Treasurer, and sent or personally delivered to the Economic Development Division at the address specified in Paragraph 21.

6. Option to Renew. The Sublessee shall have one (1) option to renew the Sublease for a period of five (5) years, which option shall be conditioned upon the City's exercise of its renewal option under the Lease for the concurrent period (the "Renewal Term"). In the event the City desires to exercise its renewal option under the Lease, it shall first give the Sublessee a minimum of one hundred eighty (180) days' written notice of the impending expiration of the Sublease and the Sublessee's right to renew. If the Sublessee desires to renew the Sublease, the Sublessee must give notice in writing to the City a minimum of one hundred twenty (120) days prior to the expiration of the Sublease. Rent during the Renewal Term shall be calculated in the same manner as during the Initial Term.

7. Common Areas. See Paragraph 6 of the Lease.

8. Parking. See Paragraph 7 of the Lease.

9. Assignment and Subletting. See Paragraph 8 of the Lease.

10. Lessor's Responsibilities. See Paragraph 9 of the Lease. The Sublessee, along with the City, shall have the right to review and approve plans and specs for the Lessor's Work prior to the start of such work, as provided in Paragraph 9.c. of the Lease.

11. Sublessee's Responsibilities.

   a) The Sublessee and the City shall share equally (50/50) in the costs of installation, use and maintenance of all telephone and computer services, access control system, and any other specialized equipment in the Leased Premises.

   b) The Sublessee shall be responsible for maintenance and repair of any personal property installed within the Leased Premises.

11. Liens. The Sublessee shall not suffer or permit any construction lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Sublessee's leasehold

interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Sublessee.

12. Taxes and Assessments. In accordance with the terms of the Lease, the Lessor shall be responsible for all property taxes, assessments and special assessments that accrue to the Leased Premises. The City and the Sublessee shall each be responsible for any personal property taxes levied against their personal property located in the Leased Premises.

13. Liability. Each party shall be responsible for its own acts, errors or omissions and for the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions, and shall be responsible for any losses, claims, and liabilities that are attributable to such acts, errors, or omissions including providing its own defense, arising out of this Sublease. In situations involving joint liability, each party shall only be responsible for such losses, claims, and liabilities that are attributable to its own acts, errors, or omissions and the acts, errors or omissions of its employees, officers, officials, agents, boards, committees and commissions. It is not the intent of either party to waive, limit or otherwise modify the protections and limitations of liability found in Wis. Stat. 893.80 or any other protections available to the parties by law. This paragraph shall survive the termination or expiration of this Sublease.

14. Compliance. See Paragraph 16 of the Lease.

15. Termination.

a) The City may terminate this Sublease with thirty (30) days written notice if the Sublessee is in default of any of the terms or conditions of this Sublease, including but not limited to the timely payment of rent, and does not correct the default within thirty (30) days of receiving written notice. In the event of a default under this Sublease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Sublessee shall be deemed to be complying with such notice if promptly upon receipt of such notice the Sublessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any Rent that has been prepaid for the period following the termination date shall be prorated on a per diem basis and refunded to the Sublessee.

b) The Sublessee may terminate this Lease with thirty (30) days written notice to the City if the City is in default of any term or condition of this Lease and has not corrected said default prior to the expiration of said thirty (30) day period. In the event of a default which cannot, because of the nature of such default, be cured within said thirty (30) days, the City shall be deemed to be complying with such notice if promptly upon receipt of such notice the City immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any rent that has been prepaid for the period following the termination date shall be prorated on a per diem basis and refunded to the Sublessee.

c) In the event of any default under the terms of this Sublease by either party, and in lieu of terminating this Sublease as herein provided, the City or the Sublessee may immediately or at any time thereafter, after having given the other party the requisite notice to correct the

same and the time for such correction having elapsed (or without notice in case of an emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), cure such breach for the account and at the expense of the other party. If the City or the Sublessee at any time, by reason of such default, is compelled to or elects to correct such default, the reasonable sum paid or incurred by such party to correct such default shall, if paid or incurred by the City, be deemed to be additional Rent hereunder and shall be due to the City on the first day of the month following payment of such respective sum, and, if paid or incurred by the Sublessee, shall be deducted from the Sublessee's next payment(s) of Rent. The option herein given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided to be performed by the respective parties or deprive either party of any legal rights, which may arise by reason of any default.

16. Rights upon Expiration or Termination. See Paragraph 18 of the Lease.

17. Removal and Disposal of Personal Property. See Paragraph 19 of the Lease.

18. Authorized Agent. See Paragraph 20 of the Lease.

19. Damage and Destruction. See Paragraph 21 of the Lease.

20. Leased Premises Acquired by Eminent Domain. See Paragraph 22 of the Lease.

21. Notices. All notices to be given under the terms of this Sublease shall be in writing, signed by the party giving notice, personally delivered, or sent via certified mail, proper postage affixed.

For City:
City of Madison
Economic Development Division
Office of Real Estate Services
Attn.: Matt Wachter
Madison Municipal Building
P. O. Box 2983
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com

For Sublessee:
Capital Area Regional Planning Commission
Attn.: Steve Steinhoff, Deputy Director
100 State St., Suite 400
Madison, WI 53703

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address shown above to which notice shall be given.

22. Non-Discrimination. In the performance of its obligations under this Sublease, the Sublessee agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Sublessee further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Sublease

because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

23. Definition of Lessor, City and Sublessee. The terms "Lessor", “City”, and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Sublease shall bind the parties mutually, their successors, and assigns.

24. Quiet Enjoyment. The City hereby covenants and agrees that if the Sublessee shall perform all of the covenants and agreements herein to be performed on the Sublessee’s part, the Sublessee shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from the City or any person lawfully claiming the Leased Premises.

25. Accessibility. See Lease.

26. Hold Over. In the event the Sublessee shall continue to occupy or use the Leased Premises after the expiration of this Sublease or any renewal thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, and in no event shall the tenancy be deemed to be from one (1) year to one (1) year.

27. Entire Agreement. All terms and conditions with respect to this Sublease are expressly contained herein, and the parties agree that neither the City nor the Sublessee has made any representations or promises with respect to this Sublease not expressly contained herein.

28. Severability. If any term or provision of this Sublease or the application thereof to the City or the Sublessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Sublease, or the application of such terms or provisions to the City or the Sublessee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Sublease shall be valid and be enforceable to the fullest extent permitted by law.

29. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Sublease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

30. Choice of Law. This Sublease shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Sublease that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

IN WITNESS WHEREOF, the parties have entered into this Sublease as of the date first set forth above.

[SIGNATURES APPEAR ON THE FOLLOWING 2 PAGES]

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2019, the above named Satya Rhodes-Conway, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(Print or type name)
My Commission: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2019, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(Print or type name)
My Commission: _____

Approved:

_____ _____
David Schmiedicke, Date
Finance Director

Approved:

_____ _____
Eric Veum, Date
Risk Manager

Approved as to form:

_____ _____
Michael P. May, Date
City Attorney

CAPITAL AREA REGIONAL PLANNING COMMISSION

By: _____
Steve Steinhoff, Deputy Director

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2019, Steve Steinhoff, Deputy Director of the Capital Area Regional Planning Commission, known to be the person who executed the above foregoing instrument and acknowledged that he executed the foregoing instrument as such Agency Director as the deed of said commission, by its authority.

_____
Notary Public, State of Wisconsin

_____
(Print or type name)
My Commission: _____

Execution of this Sublease by the City of Madison is authorized by Resolution Enactment No. RES-19-_____, File ID No. _____, and adopted by the Common Council of the City of Madison on _____, 2019.

Drafted by the City of Madison Office of Real Estate Services Project No. 11872

EXHIBIT A

Legal Description of the Property

A part of Lots 2 and 3, Block 77, Original Plat of the City of Madison, Dane County, Wisconsin, described as follows:

Beginning on the Southwest line of Carroll Street at a point which is 112.4 feet Northwest from the intersection of the Southwest line of Carroll Street with the North line of State Street (said point also being 101.87 feet from the point of intersection of the Southwest line of Carroll Street with the Southeast line of Dayton Street); thence on a line at a right angle with Carroll Street to a point which is on a line drawn at a right angle to the North line of State Street from a point on the said North line of State Street which is 112.35 feet West from the point of intersection of the North line of State Street and the Southwest line of Carroll Street (said point also being 190.55 feet East from the point of intersection of the Southeast line of Dayton Street with the North line of State Street); thence South along the said line so described to the North line of State Street to the point last described; thence East along the North line of State Street, 112.35 feet to the point of intersection of the North line of State Street with the Southwest line of Carroll Street; thence Northwesterly along the Southwest line of Carroll Street 112.4 feet to the point of beginning.

Tax Parcel No: 251-0709-144-2608-0

EXHIBIT B
(Lease)

LEASE

(This document is a lease of less than 99 years and not a conveyance subject to Transfer Return and fee per Sec. 77.21(1) Wis. Stats.)

This Lease, entered into this _____ day of _____, 2019, by and between **Frank Liquors of La Crosse, Inc.,** a Wisconsin corporation (the "Lessor"), and the **City of Madison**, a municipal corporation, located in Dane County, Wisconsin (the "Lessee").

W I T N E S S E T H:

NOW, THEREFORE, it is mutually agreed as follows:

RETURN TO: City of Madison
EDD – Office of Real Estate Services
P.O. Box 2983
Madison, WI 53701-2983

Tax Parcel No.: 251-0709-144-2608-0

1. Leased Premises. The Lessor hereby leases to the Lessee the premises (the "Leased Premises") described as follows: Suite 400 of the commercial building located at 100 State Street, Madison, Wisconsin (the "Building"), consisting of approximately 4,647 useable (4,879.35 rentable) square feet, together with the nonexclusive use in common with others entitled thereto of the "Common Areas" described in Paragraph 6. The Building is located upon real estate more specifically described on attached Exhibit A (the "Property"). The Leased Premises are depicted on the floor plan attached as Exhibit B. Following execution of the Lease, the Lessee's architect shall verify the actual usable square foot area of the Leased Premises based on a CAD file to be provided by the Lessor.

2. Initial Term and Lease Commencement. This Lease shall be for an initial term of ten (10) full calendar years (the "Initial Term"). The Lease shall commence on the date that the Leased Premises are delivered to the Lessee following the issuance of a Certificate of Occupancy (the "Commencement Date"). The Lessor shall give the Lessee a minimum of one hundred thirty (130) days' written notice of the anticipated Commencement Date to allow the Lessee to provide its current landlord with the requisite lease termination notification. In no event shall the Commencement Date be earlier than September 15, 2019 nor later than December 15, 2019. The term "Lease Year" means a period of 12 consecutive full calendar months. The first Lease Year will being on the Commencement Date if said date occurs on the first day of a month; if not, the first Lease Year will commence upon the first day of the month next following the Commencement Date. Each succeeding Lease Year will commence upon the anniversary of the first Lease Year. The period between the Commencement Date and the first day of the first Lease Year, if any, shall be referred as the "Partial Lease Year."

3. Use.

   a. The Lessee will occupy and use the Leased Premises as offices for City of Madison Planning Division staff who staff the Madison Area Transportation Planning Board – A Metropolitan

Planning Organization ("MPO") and Capital Area Regional Planning Commission ("CARPC") staff, and all activities related thereto, including committee and public meetings.

b. The Lessee's normal hours of use of the Leased Premises shall be Monday through Friday, 6:30 a.m. to 6:00 p.m. The Building entry door and elevator shall be open/operable during such time. Except as provided in Subparagraph (c) below, elevator access to the 4th floor shall be locked at all other times for security reasons.

c. The Lessee shall have the right, upon a minimum of 24 hours' notice, to request that the Lessor arrange for the entry door and elevator to be open/operable during extended hours to accommodate night meetings.

d. During the Lessee's normal hours of use the Leased Premises shall be cooled or heated within the following range: 70 to 72 degrees Fahrenheit, depending on the season and outside temperature. Periodically, the Lessee's staff will need to work hours different from the aforementioned business hours or will be holding after-hours meetings; as such the Lessee's staff will need to be able to adjust the Leased Premises heating and cooling manual over-ride control settings so the temperatures within the Leased Premises conform to the above-referenced degree range. The Lessor is upgrading the current HVAC system and shall, to the best of its ability, cool and heat the Leased Premises to the desired 70 to 72 degrees Fahrenheit for the duration of the Lease term.

4. Rent. As further detailed in Paragraph 9, this Lease is a gross lease. The Lessee shall pay to the Lessor rent for the Leased Premises in monthly installments on the first (1st) day of each month throughout the Initial Term of the Lease in the amounts described below ("Rent"). Rent shall be calculated based on the "Rentable Square Footage" of the Leased Premises. The Rentable Square Footage shall be equal to the verified usable square footage of the Leased Premises, as confirmed by the Lessee's architect in accordance with Paragraph 1, plus a "load factor" amount equal to 5% of such area. Rent for the Partial Lease Year, if any, shall be prorated on a per diem basis and shall be payable along with Rent for the first month of Lease Year 1. All payments are to be made payable to _____ and sent or personally delivered to the Lessor at the address specified in Paragraph 23.

Lease Year	Rent per Rentable Sq. Ft.	Annual Rent (Note: estimate based on 4,879.35 Rentable Square Feet)	Monthly Rent (Note: estimate based on 4,879.35 Rentable Square Feet)
1 (includes Partial Lease Year, if any)	$22.25	$108,565.54	$9,047.13
2	$22.70	$110,736.85	$9,228.07
3	$23.15	$112,951.59	$9,412.63
4	$23.61	$115,210.62	$9,600.88
5	$24.08	$117,514.83	$9,792.90
6	$24.57	$119,865.13	$9,988.76
7	$25.06	$122,262.43	$10,188.54
8	$25.56	$124,707.68	$10,392.31
9	$26.07	$127,201.83	$10,600.15
10	$26.59	$129,745.87	$10,812.16

5. Option to Renew. If, at the end of the Initial Term of the Lease, the Lessee is not in default under the terms and conditions of the Lease, then the Lessee shall have one (1) option to extend the Lease for an additional term of five (5) years (the "Renewal Term"), under the same terms and conditions provided in the Initial Term of this Lease. The Lessor shall give the Lessee a minimum of one hundred twenty (120) days' written notice of the impending expiration of the Lease and the Lessee's right to renew. If the Lessee desires to renew the Lease, the Lessee must give notice in writing to the Lessor a minimum of ninety (90) days prior to the expiration of the Initial Term. Rent during the Renewal Term shall continue to escalate at the same terms and escalation as during the Initial Lease Term. Any additional Renewal Options can be negotiated within one hundred eighty (180) days of the Lease expiration and shall reflect current market rates. Rent during the Renewal Term shall be as follows:

Lease Year	Rent per Rentable Sq. Ft.	Annual Rent (Note: estimate based on 4,879.35 Rentable Square Feet)	Monthly Rent (Note: estimate based on 4,879.35 Rentable Square Feet)
11	$27.12	$132,340.78	$11,028.40
12	$27.67	$134,987.60	$11,248.97
13	$28.22	$137,687.35	$11,473.95
14	$28.78	$140,441.10	$11,703.42
15	$29.36	$143,249.92	$11,937.49

6. Common Areas. The Lessor grants to the Lessee and the Lessee's employees, agents, customers, invitees, vendors, licensees, and contractors the right to use, in common with all others to whom the Lessor has or may hereafter grant rights to use the same, the "Common Areas" located in the Building. The term "Common Areas" is defined as the interior hallways, elevators, stairwells, and all other areas or improvements which may be provided by the Lessor for the common use or benefit of occupants of the Building, but specifically excluding the basement. The Lessor reserves the right to control and manage the Common Areas in its sole discretion and to establish rules and regulations for the use thereof. The Lessor shall be responsible for cleaning, maintaining and repairing the Common Areas and for all utility charges relating to the Common Areas.

7. Parking. No parking shall be provided by the Lessor to the Lessee.

8. Assignment and Subletting. The Lessee shall not assign, mortgage, pledge, sell, or in any manner transfer the Lease or any estate or interest thereunder and shall not sublet the Leased Premises or any part or parts thereof, without the prior written approval of the Lessor. Notwithstanding the foregoing, the Lessee may assign the Lease or sublet the Leased Premises without the Lessor's consent to CARPC or another governmental agency or entity or to another similar service agency.

9. Lessor's Responsibilities.

   a. The Lessor shall contract for and pay all operating and maintenance expenses relating to the Building, Common Areas and Leased Premises including, but not limited to, taxes, lighting, electricity, heating, air conditioning, janitorial service, water and sewer service, recycling and refuse removal. Janitorial service for the Leased Premises shall be in accordance with the schedule set forth in attached Exhibit D.

b. The Lessor shall at all times keep and maintain the Building, Common Areas, and Leased Premises in good order and condition, including the foundations; roof; lighting, electrical, plumbing and sewer systems; heating, ventilating and air conditioning system; all utility lines, appurtenances and meter boxes; water softener; water heater; concrete floors; window frames and windows; structural portions of the walls; all doors, door locks, door closers and door operating devices; and all other structural members, both interior and exterior, of the Leased Premises, and shall make any repairs/replacements as may be required. The term "repairs" shall include replacements or renewals when necessary and all such "repairs" shall be equal in quality and class to the original work. Notwithstanding the foregoing, the Lessee shall be responsible for the cost and expenses of repairs/replacements required by reason of acts or omissions of the Lessee, the Lessee's employees, agents, invitees, vendors, licensees or contractors.

c. The Lessor shall remodel the Leased Premises as detailed and itemized in Exhibits B and C. Such remodeling (the "Lessor's Work") shall be completed prior to the Commencement Date. The Lessee shall have the right to review and approve plans and specs for the Lessor's Work prior to the start of such work.

d. The Lessor shall provide the Lessee with sufficient Building and elevator keys and/or access cards/fobs for each MPO and CARPC staff member. The Lessor agrees to supply the Lessee with the amount of keys and fobs needed to cover all staff. However, the Lessee shall be responsible for all costs pertaining to replacement keys and fobs and any additional keys and fobs that may be needed during the Lease term.

10. Lessee's Responsibilities.

a. The Lessee shall pay for the installation, use and maintenance of all telephone and computer services, access control system, and any other specialized equipment in the Leased Premises.

b. The Lessee shall be responsible for maintenance and repair of any personal property installed within the Leased Premises.

11. Liens. The Lessee shall not suffer or permit any construction lien to be filed, or if filed, to remain uncontested, against the fee of the Leased Premises, nor against the Lessee's leasehold interest in the Leased Premises, by reason of work, labor, services or materials supplied or claimed to have been supplied to the Lessee.

12. Taxes and Assessments. The Lessor shall be responsible for all property taxes, assessments and special assessments that accrue to the Leased Premises. The Lessee shall be responsible for any personal property taxes levied against its personal property located in the Leased Premises.

13. Insurance by Lessor. Beginning on the Commencement Date and continuing throughout the Initial Term and Renewal Terms, if exercised, of the Lease, the Lessor shall maintain at its costs the following insurance coverages: a policy of comprehensive fire, extended coverage, vandalism, malicious mischief and other endorsements deemed advisable by the Lessor insuring the Leased Premises and all appurtenances thereto (excluding the Lessee's inventory, trade fixtures, furniture, furnishings, equipment and personal property) for the full insurable replacement value thereof, with such a deductible not to exceed $50,000. Additionally, the Lessor shall carry commercial general liability insurance covering as insured the Lessor and naming the Lessee, its officers, officials, agents and employees as additional insureds, with a minimum limit of $1,000,000 per

occurrence. This policy shall also be endorsed for contractual liability in the same amount, apply on a primary and noncontributory basis, and provide the Lessee thirty (30) days advance written notice of cancellation, non-renewal or material changes to the policy during the term of the Lease. As evidence of this coverage, the Lessor shall furnish the Lessee with a certificate of insurance on a form approved by the Lessee, and, if requested by the Lessee's Risk Manager, the Lessor shall provide copies of additional insured endorsements or policy. If the coverage required above expires while the Lease is in effect, the Lessor shall provide a renewal certificate to the Lessee for approval.

14. Indemnification by Lessor. The Lessor shall be liable to and agree to indemnify, defend and hold harmless the Lessee, and its officers, officials, agents, and employees, against all loss or expense (including liability costs and attorney's fees) by reason of any claim or suit, or of liability imposed by law upon the Lessee or its officials, officers, agents or employees for damages because of bodily injury, including death at any time resulting there from, sustained by any person or persons or on account of damages to property, including loss of use thereof, arising from, in connection with, caused by or resulting from the acts or omissions of the Lessor and/or its officials, officers, agents, employees, assigns, guests, invitees, or subcontractors, in the performance of the Lease, whether caused by or contributed to by the negligent acts of the Lessee, its officers, officials, agents, and employees. This paragraph shall survive termination of the Lease.

15. Insurance by Lessee. The Lessee shall maintain, at its sole cost, throughout the Lease term and any extension thereof, personal property insurance in an amount to cover the Lessee's personal property located within the Leased Premises. In addition, the Lessee shall maintain commercial general liability insurance, in an amount not less than $1,000,000 per occurrence. Evidence of this coverage can be found at the following website: http://www.wmmic.com/liability/.

16. Compliance. The Lessor shall observe and promptly and effectively comply with all applicable statutes, rules, orders, ordinances, requirements and regulations of City of Madison, the County of Dane, the State of Wisconsin, the federal government and any other governmental authority having jurisdiction over the Leased Premises. The Lessor may, if in good faith and on reasonable grounds, dispute the validity of any charge, complaint or action taken pursuant to or under color of any statute, rule, order, ordinance, requirement or regulation, defend against the same, and in good faith diligently conduct any necessary proceedings to prevent and avoid any adverse consequence of the same. The Lessor agrees that any such contest shall be prosecuted to a final conclusion as soon as possible and that it will hold the Lessee harmless with respect to any actions taken by any lawful governmental authority with respect thereto.

17. Termination.

    a. The Lessor may terminate this Lease with thirty (30) days written notice if the Lessee is in default of any of the terms or conditions of this Lease, including but not limited to the timely payment of rent, and does not correct the default within thirty (30) days of receiving written notice. In the event of a default under this Lease which requires more than the payment of money to cure and which cannot, because of the nature of such default, be cured within said thirty (30) days, then the Lessee shall be deemed to be complying with such notice if promptly upon receipt of such notice the Lessee immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any Rent that has been

prepaid for the period following the termination date shall be prorated on a per diem basis and refunded to the Lessee.

b. The Lessee may terminate this Lease with thirty (30) days written notice to the Lessor if the Lessor is in default of any term or condition of this Lease and has not corrected said default prior to the expiration of said thirty (30) day period. In the event of a default which cannot, because of the nature of such default, be cured within said thirty (30) days, the Lessor shall be deemed to be complying with such notice if promptly upon receipt of such notice the Lessor immediately takes steps to cure the default as soon as reasonably possible and proceeds thereafter continuously with due diligence to cure the default within a period of time which, under all prevailing circumstances, shall be reasonable. In the event of termination under this Subparagraph, any rent that has been prepaid for the period following the termination date shall be prorated on a per diem basis and refunded to the Lessee.

c. In the event of any default under the terms of this Lease by either party, and in lieu of terminating this Lease as herein provided, the Lessor or the Lessee may immediately or at any time thereafter, after having given the other party the requisite notice to correct the same and the time for such correction having elapsed (or without notice in case of an emergency or a hazardous condition or in case any fine, penalty, interest or cost may otherwise be imposed or incurred), cure such breach for the account and at the expense of the other party. If the Lessor or the Lessee at any time, by reason of such default, is compelled to or elects to correct such default, the reasonable sum paid or incurred by such party to correct such default shall, if paid or incurred by the Lessor, be deemed to be additional Rent hereunder and shall be due to the Lessor on the first day of the month following payment of such respective sum, and, if paid or incurred by the Lessee, shall be deducted from the Lessee's next payment(s) of Rent. The option herein given to the parties is intended for their protection and its existence shall not release the parties from the obligation to perform the terms and covenants herein provided to be performed by the respective parties or deprive either party of any legal rights, which may arise by reason of any default.

18. Rights upon Expiration or Termination. Upon the expiration or termination of this Lease for any cause, the Lessee's rights in the Leased Premises shall cease, and the Lessee shall immediately surrender the Leased Premises, subject to the provisions of Paragraph 19.

19. Removal and Disposal of Personal Property. Upon the expiration or termination of this Lease, the Lessee shall remove all personal property from the Leased Premises. If the Lessee leaves any personal property in the Leased Premises, the Lessor shall have the right to dispose of said property, without liability, thirty (30) days after the Lessee surrenders the Leased Premises.

20. Authorized Agent. The Lessee's Economic Development Director or the Director's designee is hereby designated as the official representative of the Lessee for the enforcement of all provisions of this Lease, with authority to administer this Lease lawfully on behalf of the Lessee.

21. Damage and Destruction. In the event the Leased Premises are damaged by any peril covered by standard policies of fire and extended coverage insurance to an extent which is less than twenty-five percent (25%) of the cost of replacement of the Leased Premises, the damage shall, except as hereinafter provided, promptly be repaired by the Lessor, at the Lessor's expense, but in no event shall the Lessor be required to repair or replace the Lessee's inventory, trade fixtures, furniture, furnishings, equipment or personal property. In the event: (a) the Leased Premises are damaged to the extent of twenty-five percent (25%) or more of the cost of replacement of the Leased

Premises; or (b) the Building is damaged to the extent of fifty percent (50%) or more of the cost of replacement, the Lessor may elect either to repair or rebuild the Leased Premises, as the case may be, or to terminate this Lease upon giving notice of such election in writing to the Lessee within ninety (90) days after the event causing the damage. If the casualty, repairing or rebuilding shall render the Leased Premises untenantable, in whole or in part, a proportionate abatement of Rent shall be allowed until the date the Lessor completes the repairs or rebuilding, and the Lease term shall be extended for a period equal to the period of repair.

22. Leased Premises Acquired by Eminent Domain. In the event of any condemnation or inverse condemnation of the Property or any part thereof, the entire compensation award therefor, including, but not limited to, all damages and compensation for diminution of value of the leasehold, reversion and fee, shall belong to the Lessor without any deduction therefrom for any present or future estate of the Lessee, and the Lessee hereby assigns to the Lessor all of its right, title and interest to any such award. However, the Lessee shall have the right to recover from the condemning authority such compensation as may be separately awarded to the Lessee for moving and relocation expenses.

In the event only a part of the Leased Premises and/or the Common Areas is taken or condemned and the Lessee, in its sole discretion, determines that the part of the Leased Premises and/or Common Areas remaining is not suitable for the same purpose and with substantially the same utility to the Lessee as immediately prior to such taking, the Lessee may terminate this Lease by giving the Lessor written notice of termination a minimum of thirty (30) days prior to the delivery of possession of the Leased Premises to the condemning authority.

In the event of a taking of any portion of the Leased Premises not resulting in a termination of this Lease, the Lessor shall use so much of the proceeds of the Lessor's award for the Leased Premises as is required therefor to restore the Leased Premises to a complete architectural unit, and this Lease shall continue in effect with respect to the balance of the Leased Premises, with a reduction of Rent in proportion to the portion of the Leased Premises taken, if any.

23. Notices. All notices to be given under the terms of this Lease shall be in writing, signed by the party giving notice, personally delivered, or sent via certified mail, proper postage affixed.

For Lessor: Frank Liquors of La Crosse, Inc.

_____

_____

_____

For City: City of Madison
Economic Development Division
Office of Real Estate Services
Attn.: Matt Wachter - Manager
Madison Municipal Building
P. O. Box 2983
Madison, WI 53701-2983
Email: mwachter@cityofmadison.com

Any party hereto may, by giving five (5) days written notice to the other party in the manner herein stated, designate any other address shown above to which notice shall be given.

24. Non-Discrimination. In the performance of its obligations under this Lease, the Lessor agrees not to discriminate because of race, religion, marital status, age, color, sex, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs or student status. The Lessor further agrees not to discriminate against any contractor, subcontractor or person who offers to contract or subcontract for services under this Lease because of race, religion, color, age, disability, sex, sexual orientation, gender identity or national origin.

25. Definition of Lessor and Lessee. The terms "Lessor" and "Lessee" when used herein shall mean either singular or plural, as the case may be, and the provisions of this Lease shall bind the parties mutually, their successors, and assigns.

26. Quiet Enjoyment. The Lessor hereby covenants and agrees that if the Lessee shall perform all of the covenants and agreements herein to be performed on the Lessee's part, the Lessee shall, at all times during the continuance hereof, have the peaceable and quiet enjoyment and possession of the Leased Premises without any manner of hindrance from the Lessor or any person lawfully claiming the Leased Premises.

27. Accessibility. The Leased Premises and Common Areas shall conform where applicable to Chapter Section SPS 361.05 of the Wisconsin Administrative Code, Madison General Ordinance 39.05, and the Americans with Disabilities Act, regarding accessibility. The Lessor shall be responsible for all costs of compliance for the Leased Premises and the Common Areas.

28. Hold Over. In the event the Lessee shall continue to occupy or use the Leased Premises after the expiration of this Lease or any renewal thereof, such holding over shall be deemed to constitute a tenancy from month to month, upon the same terms and conditions as herein provided, with the exception that the Lessee shall pay monthly Rent (on a per month basis without reduction for any partial month) at a rate equal to 150% of the monthly Rent applicable during the last calendar month of the term, and in no event shall the tenancy be deemed to be from one (1) year to one (1) year.

29. Entire Agreement. All terms and conditions with respect to this Lease are expressly contained herein, and the parties agree that neither the Lessor nor the Lessee has made any representations or promises with respect to this Lease not expressly contained herein.

30. Severability. If any term or provision of this Lease or the application thereof to the Lessor or the Lessee or circumstances shall, to any extent, be invalid or unenforceable, the remainder of this Lease, or the application of such terms or provisions to the Lessor or the Lessee or circumstances other than those as to which it is held invalid or unenforceable, shall not be affected thereby, and each term and provision of this Lease shall be valid and be enforceable to the fullest extent permitted by law.

31. No Waiver. Failure or delay on the part of either party to enforce any of the terms, covenants, conditions or agreements hereof shall not operate as a waiver thereof nor void or affect the right of the party to enforce the same upon any subsequent default or breach. Except as otherwise provided in this Lease, the rights and remedies herein granted are cumulative and are in addition to any given by statutes, rules of law or otherwise and the use of one remedy shall not be taken to exclude or waive the right to the use of another.

32. Choice of Law. This Lease shall be governed by and construed, interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties agree, for any claim or suit or other dispute relating to this Lease that cannot be mutually resolved, the venue shall be a court of competent jurisdiction within the State of Wisconsin and the parties agree to submit themselves to the jurisdiction of said court, to the exclusion of any other judicial district that may have jurisdiction over such a dispute according to any law.

33. Brokerage Costs. The Lessee is not responsible for any brokerage costs in connection with the Lease.

IN WITNESS WHEREOF, the parties have entered into this Lease as of the date first set forth above.

FRANK LIQUORS OF LA CROSSE, INC.
a Wisconsin corporation

By: _____
(signature)

_____
(title)

By: _____
(signature)

_____
(title)

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2019, _____ (name), _____ (title) and _____ (name), _____ (title), of Frank Liquors of La Crosse, Inc., a Wisconsin corporation, known to be the persons who executed the above foregoing instrument and acknowledged that they executed the foregoing instrument as such officers as the deed of said corporation, by its authority.

_____
Notary Public, State of Wisconsin

_____
(Print or type name)
My Commission: _____

CITY OF MADISON

By: _____
Satya Rhodes-Conway, Mayor

By: _____
Maribeth Witzel-Behl, City Clerk

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2019, the above named Satya Rhodes-Conway, Mayor of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(Print or type name)
My Commission: _____

State of Wisconsin)
)ss.
County of Dane)

Personally came before me this _____ day of _____, 2019, the above named Maribeth Witzel-Behl, City Clerk of the City of Madison, acting in said capacity and known by me to be the person who executed the foregoing instrument and acknowledged the same.

_____
Notary Public, State of Wisconsin

_____
(Print or type name)
My Commission: _____

Approved:

_____ _____
David Schmiedicke, Date
Finance Director

Approved:

_____ _____
Eric Veum, Date
Risk Manager

Approved as to form:

_____ _____
Michael P. May, Date
City Attorney

Execution of this Lease is authorized by Resolution Enactment No. RES-19-_____, File ID No. _____, and adopted by the Common Council of the City of Madison on _____, 2019.

Drafted by the City of Madison Office of Real Estate Services Project No. 11872

EXHIBIT A

Legal Description of the Property

A part of Lots 2 and 3, Block 77, Original Plat of the City of Madison, Dane County, Wisconsin described as follows:

Beginning on the Southwest line of Carroll Street at a point which is 112.4 feet Northwest from the intersection of the Southwest line of Carroll Street with the North line of State Street (said point also being 101.87 feet from the point of intersection of the Southwest line of Carroll Street with the Southeast line of Dayton Street); thence on a line at a right angle with Carroll Street to a point which is on a line drawn at a right angle to the North line of State Street from a point on the said North line of State Street which is 112.35 feet West from the point of intersection of the North line of State Street and the Southwest line of Carroll Street (said point also being 190.55 feet East from the point of intersection of the Southeast line of Dayton Street with the North line of State Street); thence South along the said line so described to the North line of State Street to the point last described; thence East along the North line of State Street, 112.35 feet to the point of intersection of the North line of State Street with the Southwest line of Carroll Street; thence Northwesterly along the Southwest line of Carroll Street 112.4 feet to the point of beginning.

Tax Parcel No: 251-0709-144-2608-0

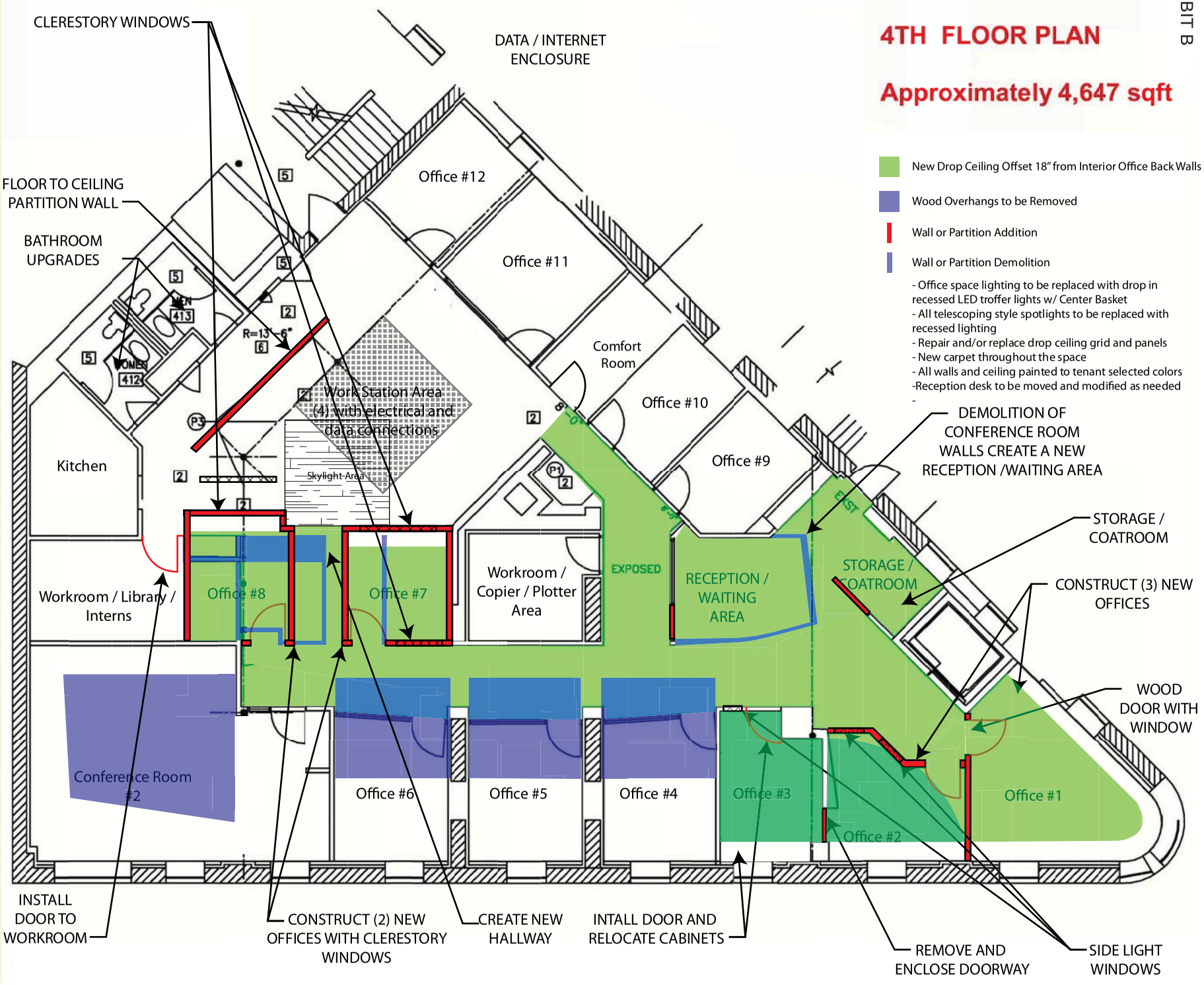
MIKE HERL
Office: 608.709.5555 x1 Cell: 608.212.4623 Mike.herl@madisoncommercialre.com
VICKI KIRSH
Office: 608.709.5555 x2 Cell: 608.669.6697 Vicki.kirsh@madisoncommercialre.com
Madison Commercial Real Estate & Development, 5609 Medical Circle, Suite 202, Madison WI 53719

EXHIBIT B - continued (Lease)

EXHIBIT B

4TH FLOOR PLAN

Approximately 4,647 sqft



New Drop Ceiling Offset 18" from Interior Office Back Walls

Wood Overhangs to be Removed

Wall or Partition Addition

Wall or Partition Demolition

- Office space lighting to be replaced with drop in recessed LED troffer lights w/ Center Basket
- All telescoping style spotlights to be replaced with recessed lighting
- Repair and/or replace drop ceiling grid and panels
- New carpet throughout the space
- All walls and ceiling painted to tenant selected colors
-Reception desk to be moved and modified as needed
-

EXHIBIT C

Lessor's Work

The Lessor agrees to provide all labor and materials necessary to provide a move-in ready suite located at 100 State Street, 4th Floor (herein the "Lessor's Work") in conformance with the scope of work below.

Construction Cost Estimate

Task	Cost
Architectural Stamped Drawings	$2,200
Autocad Drawing Creation (if not available)	$1,000
Permitting	$2,000 allowance
Reception Desk & Cabinet Relocation/Install	$2,425
Bathroom Upgrades*	$10,000
Drop Ceiling Repair, Replacement, & New Install	$7,550
Demolition of Existing Walls & Waste Removal	$5,325
Construction of New Walls, Windows, Doors	$14,750
Painting and Patching of Existing Walls	$14,900
Electrical, Internet, & Lighting	$30,650
HVAC	$35,750
Fire Suppression	$4,515
Carpeting and Kitchen Vinyl Replacement	$16,715
Cleaning	$970
*optional if not required to upgrade to ADA	
Sub-Total	**$148,750**
Contingency	14,875
Construction Management Fee (12%)	$17,850
Total Construction Costs:	**$181,475**

SCOPE & UNDERSTANDING:

- **Architectural Stamped Drawings** will be completed by a licensed architect.
  - Architectural drawings will be completed based on scope agreed upon by Lessee and Lessor, and a PDF annotated drawing created by MCRE which shows the addition of five (5) additional offices, the addition of a partition wall, the relocation of the reception area and other changes outlined below and detailed on Exhibit B.
  - Architect will provide CAD drawings for the space when design is completed and those shall be shared with Lessee for

moving/relocation and furniture planning.

- **Permitting and Review** costs are listed and these fees are determined by square footage, cost of the Lessor's Work, and various governmental agencies: local, county, and state.
    - At minimum permits and inspections required will include: building, HVAC, architectural plan review, fire suppression/safety, and electrical.
    - Billing will reflect only actual costs of permitting and review fees.
    - The estimate is what MCRE and its subcontractors expect the cost of permitting of Lessor's Work is expected to cost with the current scope. Actual pricing of permitting and review are determined by local, county, and state agencies.

- **Relocation of Reception Desk and Cabinets**
    - Lessee shall determine the location of the new cabinets and reception desk
    - Major modifications to the relocated cabinets and reception desk is not included in the scope.

- **Bathroom Upgrades (2)**
    - Existing bathrooms do not appear to be fully ADA compliant due to the size of the bathrooms. In the event the City of Madison requires the bathrooms be upgraded to ADA compliance, then Lessor shall be responsible for all costs associated therewith. If required the utility closet between the bathrooms will have to be moved.
    - In connection with ADA compliance, the existing bathroom stall partitions shall be removed and the floor tile thereunder will need to be repaired/replaced. .

- **Repair & Replacement of Existing Drop Ceiling and Installation of New Drop Ceiling**
    - Damaged and or stained drop ceiling tile will be replaced to match existing ceiling tile (if available).
        - If existing ceiling tile is not available, the contractor will work with the Lessor/Lessee to determine which style of ceiling tile will be utilized and where.
    - New grid and ceiling to match existing will be installed where there are gaps due to wall removal and construction.
    - Additional drop ceiling will be installed in new offices, existing hallways, reception area, and storage areas, as denoted on Exhibit B.
    - Repair of water leakage at skylight, if any.

- **Demolition of Existing Walls** for the creation of new offices and reception/waiting area. The wood awnings will be removed from the existing southern offices, conference room, and reception/waiting area, as denoted on Exhibit B.
    - Lessor assumes no additional utility work needed (except as described below).

- **Construction of New Walls** to create five (5) new/repurposed offices and to create a hallway to the workstation open area from the existing southern hallway. There will also be a partition wall created by the bathroom area, the closing up of the doorway of the existing conference room wall to remain, and extend storage area wall by the fire exit by the new reception area.
    - New offices will include clerestory and/or sidelight windows similar in style to existing office windows to allow light to penetrate the room.
    - Any new doors, windows, and trim will be matched to existing office styles unless otherwise noted.
    - Office #1 will have a matching wood door with a glass window for visual access. Door privacy shade to be selected and provided by Lessee if desired.
    - A wall will be created by the front fire exit and will help define the coat/storage area.
    - Each office will be a minimum of 135' sf of space **where spatially feasible**.
    - All windows (exterior and interior and skylight) shall have operable blinds

- **Painting and Patching of Walls** will return the walls to a comparable condition to existing wall texture and painting all walls throughout the Leased Premises according to color scheme determined by Lessee.
    - Lessee can select up to three (3) colors for their color scheme

- **Electrical** to install additional electrical and lighting as needed.
    - New offices: will need to relocate and/or install new outlets and internet connections as needed.
    - Workstations will be supplied with power and internet outlets as needed.
    - All office areas and hallways, the southwest conference room, the rear workroom and the workstation area will be installed with new recessed LED sighting system.
    - Telescoping style spotlights to be removed.
    - Existing sconce lighting system in the eastern hallway will be removed.
    - Pendant lighting in existing reception area shall be removed and reinstalled in new reception area.

- **HVAC (by Capitol Air)** to provide new and adequate service to each new room and the entire space.
    - A new VAV box will be installed in the front corner office.
    - Existing system will be adjusted/enhanced to accommodate new configuration of the entire floor.

- **Fire Suppression / Sprinkler System** to the existing system to conform to building code requirements for the changes required.
    - This will conform the existing fire suppression and sprinkler system to conform with existing City of Madison Fire Code.
    - Especially with the southern offices the sprinkler system will have to be adjusted to relocate the sprinklers from the wood awnings to the white drop ceiling above.

- **Carpeting will be Replaced Throughout the Entire Leased Premises and New Luxury Tile shall be installed in Kitchen**
    - Bathroom flooring will remain

- **Installation of identification signage for the MPO and CARPC in the lobby directory sign or by separate sign.**

- **Post Construction Cleaning (by Crystal Cleaners)**
    - The entire space will be cleaned to a move in ready condition by existing building cleaning company prior to the Lessee moving into the space.

This scope is based on the discussions with the Lessee's representatives who walked the site and discussed the needs and use of the space. The diagrammatic floor plan produced for scope and bidding is the sole property of Madison Commercial Real Estate LLC and is not to be utilized for any other bids or work regarding thing Lessor's Work. Any dissemination of existing plan without MCRE's permission is prohibited.

EXHIBIT D

Schedule of Janitorial Services

FLOORS AND REFUSE	
2x WEEKLY	• Carpeted areas – Vacuum and spot damp mop to remove stains or spots • Non-carpeted areas – Vacuum and damp mop • Remove gum and other materials. • Remove and dispose of refuse and recyclables
SURFACES AND FIXTURES	
2x WEEKLY	• Dust and clean counters, windowsills, ledges, fixtures, etc. • Clean bathroom fixtures • Clean kitchen sink (Lessee shall be responsible for cleaning of stove/oven)
MONTHLY	• Dust or vacuum HVAC registers.
WINDOWS AND GLASS	
2x WEEKLY	• Spot clean internal glass, mirrors and windows.
ANNUALLY (or more frequently if conditions dictate due to dirt/dust from neighboring construction activity)	• Clean outside of external windows.

Janitorial service for the Leased Premises shall be performed two times (2x) per week during non-business hours Monday through Friday, holidays excepted.

EXHIBIT C
(page 1 of 2)
MPO + CARPC SPACE ALLOCATION

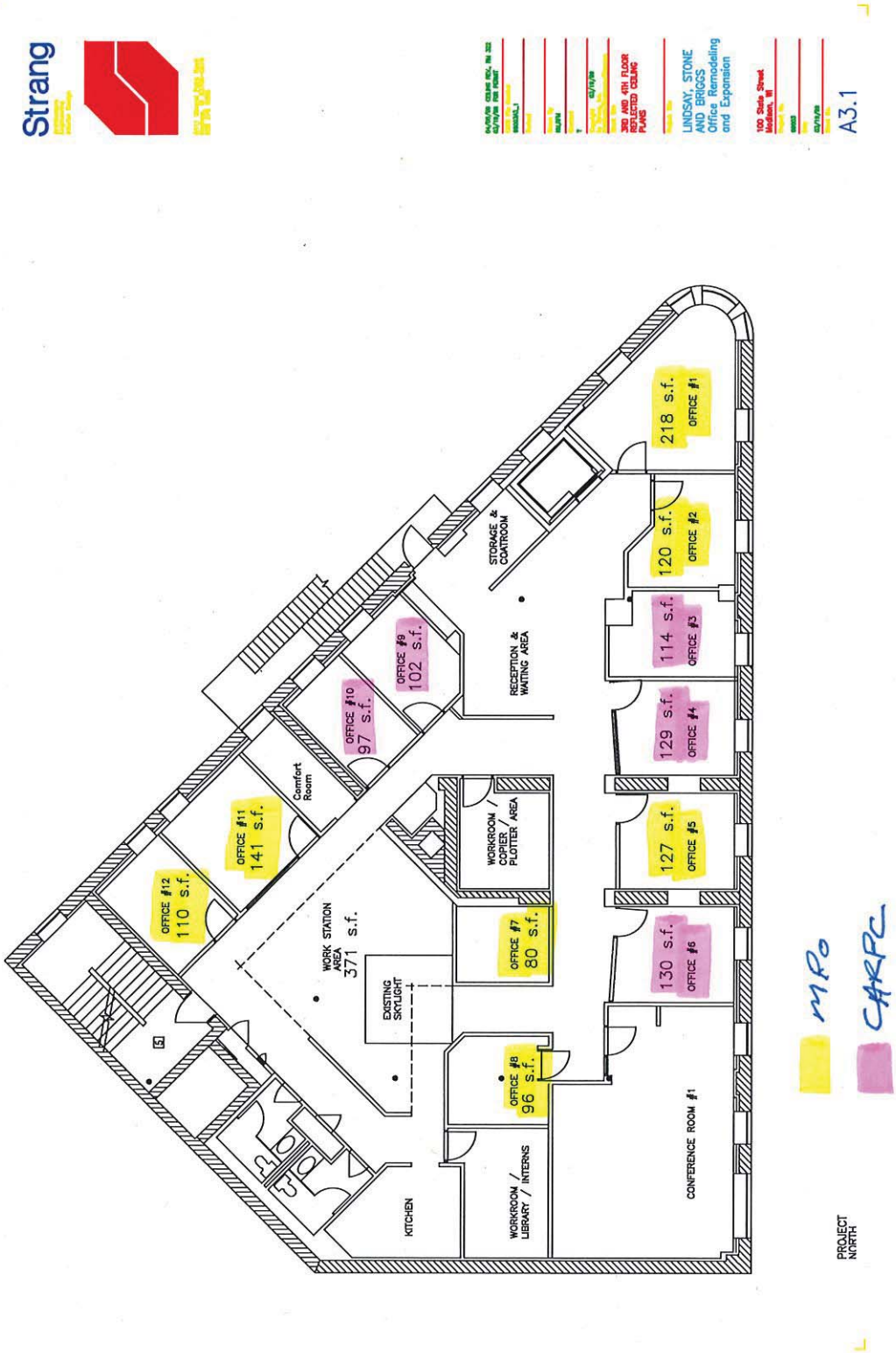
TYPE	#	LOCATION	SQ. FT.	OCCUPANT	RENT ADJUSTMENT FACTOR	ADJUSTED SF ALLOCATED TO MPO	ADJUSTED SF ALLOCATED TO CARPC
Offices	1	exterior	218	MPO	100%	218	
	2	exterior	120	MPO	100%	120	
	3	exterior	114	CARPC	100%		114
	4	exterior	129	CARPC	100%		129
	5	exterior	127	MPO	100%	127	
	6	exterior	130	CARPC	100%		130
	7	interior	80	MPO	80%	64	
	8	interior	96	MPO	80%	76.8	
	9	exterior	102	CARPC	100%		102
	10	exterior	97	CARPC	100%		97
	11	exterior	141	MPO	100%	141	
	12	exterior	110	MPO	100%	110	
Workstations	1	interior	74.2	CARPC	60%		44.52
	2	interior	74.2	CARPC	60%		44.52
	3	interior	74.2	CARPC	60%		44.52
	4	interior	74.2	CARPC	60%		44.52
	5	interior	74.2	MPO	60%	44.52	
					Subtotals:	**901.32**	**750.08**

Total Adjusted SF:	**1,651.40**

% of total adjusted SF:	**55%**	**45%**

Note: See Floor Plan attached as page 2 of Exhibit C

EXHIBIT C
(page 2 of 2)



CARPC EXECUTIVE COMMITTEE AGENDA COVER SHEET

May 6, 2019
Item 5.b.

Re: Consideration of Approval of Natural Heritage Inventory Data License Agreement with the Wisconsin Dept. of Natural Resources (*actionable item*)

Requested Actions:

Authorize Deputy Director to Execute NHI Data Sharing License Renewal Agreement

Background:

The NHI Data Sharing License Agreement is a recurring agreement with the National Heritage Inventory. Established in 1985 by the Wisconsin legislature, Wisconsin's Natural Heritage Inventory program (NHI) is part of an international network of inventory programs. The program is responsible for maintaining data on the locations and status of rare species, natural communities and natural features throughout the state.

Options and Analysis:

NHI Agreement. The Agreement enables staff to receive training and to access the inventory for environmental analyses. The only monetary expenditure required is training of staff ($65 per person, which is the same fee as DNR employees; the software licensing fee is waived).

Recommendation: Approve authorization

Attachments:

1. NHI Data Sharing License Agreement

Staff Contact:

Mike Rupiper
Director, Environmental Resources Planning
608-266-
MikeR@CapitalAreaRPC.org

Next Steps:

Commission accepts action. Execute agreement.

State of Wisconsin
Department of Natural Resources
Bureau of Natural Heritage Conservation
Endangered Resources Review Program
PO Box 7921, Madison WI 53707-7921
dnr.wi.gov/topic/ERReview/

Natural Heritage Inventory (NHI) Data License

Form 1700-068 (R 8/15)

License Administrator	License Expiration Date
Wisconsin Department of Natural Resources, Bureau of Natural Heritage Conservation ("DNR")	03/31/2020
Licensee	**NHI Data License Number**
Capital Area Regional Planning Commission (CARPC)	LA114

Data Custodian

Matthew Noone

Authorized Use of Detailed NHI Data

Community planning and preliminary environmental screening.

Conditions of this Natural Heritage Inventory (NHI) Data License

1. The terms and conditions of the most recent DNR-approved NHI Data Request Form ("Request Form") or Security Protocol are hereby incorporated into this License.
2. The License is not valid unless signed and dated by an authorized representative of the Licensee, the Licensee's legal counsel if required (see #13), and DNR.
3. The License is non-transferable and time-limited. Unless both the Licensee and DNR have agreed to renew the License, it will terminate on the expiration date listed above or upon completion of the authorized use of the detailed NHI data listed above, whichever occurs first. The Licensee acknowledges the expiration date of the License and accepts responsibility for requesting renewal of the License in advance of its expiration.
4. The Licensee agrees to use the detailed NHI data solely for the authorized purpose(s) listed above.
5. This License shall be governed by the laws of the State of Wisconsin. The Licensee shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this License. The Licensee expressly agrees not to use NHI data in any manner that violates or contributes to the violation of any laws protecting endangered resources in Wisconsin. Should such violation occur, the License will be immediately terminated and the Licensee may face prosecution.
6. The Licensee acknowledges that detailed NHI data are in the exclusive ownership and control of DNR and the Wisconsin NHI Program and agrees not to delete, edit, alter or otherwise compromise the integrity of the NHI data in any format.
7. The Licensee acknowledges that detailed NHI data are regarded as commercial data consistent with s. 5 USC ~552 (b)(4), the Freedom of Information Act (FOIA), and that they are not available to the public and are treated as confidential data exempt from the Wisconsin Open Records Law per s. 23.27 (3) (b), Wis. Stats. The Licensee agrees to take all reasonable precautions to protect and maintain the confidentiality of the detailed NHI data, and agrees not to release or distribute the detailed NHI data in any format to parties not covered by this License except with the express consent of DNR or as ordered following an administrative FOIA appeal or Federal judicial ruling. The Licensee agrees to report to DNR any requests for the detailed NHI data.
8. The Licensee agrees to limit user access to detailed NHI data to the person(s) named as Certified Reviewers or Authorized Users on the most recent Security Protocol. The Licensee agrees that prior to accessing the detailed NHI data all users will successfully complete any training required by DNR on proper use and interpretation of NHI data, and agrees that all users will undergo updates to this training as needed or every 5 years, whichever is more frequent.
9. All Certified Reviewers listed on the Security Protocol agree to follow all terms and conditions of the NHI Data License and the ER Certification Program Agreement and Guidelines. Only Certified Reviewers can use NHI data to conduct and submit Proposed Reviews. Proposed Reviews must be submitted to the Endangered Resources Review Program (ERRP) for final review and approval. Only qualified DNR staff can determine whether or not take will occur. If any Certified Reviewer misuses NHI data to determine take, this license is immediately rendered void.
10. All Authorized Users listed on the Security Protocol agree to follow the terms and conditions of the NHI Data License. Authorized Users may only use NHI data for planning, educational, research, or other authorized use per the NHI Data Request and Security Protocol. Authorized Users are prohibited from using NHI data to conduct Proposed Reviews and/or determining potential take. Only qualified DNR staff can determine whether or not take will occur. If any Authorized User misuses NHI data to determine take, this license is immediately rendered void.
11. The Licensee agrees to share detailed NHI data with non-users within the Licensee's organization only in the manner and to the parties described on the Request Form or Security Protocol, and to inform these parties of and direct them to comply with the conditions of this License. Products such as printouts, maps and tables developed for internal use that contain detailed NHI data must include a clearly visible confidentiality notice.
12. The Licensee agrees to uphold, at minimum, the data security requirements that pertain to the format(s) of detailed NHI data provided under this License (as specified on the Request Form).

13. The License is subject to the condition that the Licensee has the authority to deny access to detailed NHI data. If the Licensee is an employee or agency of the United States, State, County, Town, City, Village, School District, or other municipality, district, province or nation, the Licensee must have, at minimum, the initial authority to deny access to the detailed NHI data, subject to modification, remand or reversal by an administrative FOIA appeal or Federal judicial ruling. A written recitation of that authority or signature by the Licensee's legal counsel acknowledging the ability to deny access to detailed NHI data shall be provided to DNR upon execution of the License. Failure to submit a satisfactory recitation of authority shall render the License null and void, and detailed NHI data will not be released by DNR.
14. The Licensee agrees not to publish detailed or generalized NHI data or any portion or interpretation thereof without the express, written consent of DNR. In any publication that is approved, the Licensee agrees to cite DNR and the Wisconsin NHI Program as the source of the data along with the effective date of the most recent NHI Data License.
15. If requested by DNR, the Licensee agrees to provide DNR with a list of any reports, projects, or other materials for which detailed NHI data have been used, and/or copies of the materials themselves (preferably in electronic format).
16. The Licensee acknowledges that receipt of detailed NHI data does not constitute DNR review or authorization of any proposed project and does not exempt the Licensee from securing an Endangered Resources (ER) Review or any other permits or approvals that would normally be required from DNR or other regulatory agencies. The Licensee further acknowledges that determinations of potential take of endangered or threatened species resulting from a proposed activity are not an authorized use of the detailed NHI data, and only DNR can issue a permit or authorization covering take of an endangered or threatened species.
17. The Licensee agrees to pay the required NHI Data License fee within 30 days of being invoiced in accordance with Ch. NR 29, Wis. Admin. Code, unless the Licensee has requested and been granted a waiver of this fee due to meeting the criteria established under Ch. NR 29 (2) (a) and (2) (b).
18. Although DNR and the Wisconsin NHI Program maintain high standards of data quality control, they make no warranty as to the fitness of the NHI data for any purpose, nor do they guarantee that the NHI data are necessarily accurate or complete. If the Licensee becomes aware of any inaccuracies in the detailed NHI data, the Licensee agrees to notify DNR of such inaccuracies and to provide updated or corrected information if available.
19. The Licensee agrees to provide the Wisconsin NHI Program with any new or updated records of rare species, natural communities or natural features as soon as they become available. Data shall be provided on standard animal and plant reporting forms (http://dnr.wi.gov/topic/EndangeredResources/forms.html#field) available from the Wisconsin NHI Program, or in another appropriate format approved by the NHI Program.
20. This License does not constitute DNR agreement with the Licensee's interpretation of the NHI data. The Licensee acknowledges that absence of detailed NHI data or lack of recent or current NHI data for a given geographic area does not imply the absence of endangered resources. Many areas of the state, particularly private lands, have not been surveyed for endangered resources, and records are continually being added to and updated in the NHI database.
21. Although this License may authorize the Licensee to view and use detailed NHI data for private lands, the Licensee must obtain permission from the landowner(s) before physically entering any private lands, including any lands for which NHI data are provided via this License.
22. The Data Custodian named on this License hereby agrees to provide general support to users of detailed NHI data and serve as the point of contact between DNR and the Licensee; to disseminate detailed NHI data to authorized users; to ensure that users have the most up-to-date data; to recall outdated data from users and destroy it; to maintain an up-to-date record of who at the organization is using detailed NHI data and provide this list to DNR via an Updated Security Protocol as changes occur; to archive NHI data used to support previous decisions according to the Licensee's records retention/disposition policy; to ensure that all users of detailed NHI data have completed training required by DNR; and to ensure that all users of detailed NHI data adhere to the conditions of this License.
23. The Licensee acknowledges that any violation of the terms and conditions of this License shall cause immediate termination of the License and shall prohibit the Licensee from obtaining new or additional NHI data agreements for a term of not less than one year and not more than five years.
24. Upon termination of the License for any reason or expiration, continued possession and use of detailed NHI data is prohibited (unless otherwise specified by the License). The Licensee agrees to immediately destroy all detailed NHI data or portions thereof in any format upon termination of the License.
25. In the event the Licensee's organization is sold, merged, dissolved, or significant changes are made to the management structure, this License is null and void and the new entity must request a new NHI Data License for use of the detailed NHI data.
26. With respect to this license and the use of the NHI data thereof, the Licensee shall be responsible for the consequences of its own acts, errors, or omissions and those of its employees, boards, commissions, agencies, officers, and representatives and shall be responsible for any losses, claims, and liabilities which are attributable to such acts, errors, or omissions including providing its own defense.
27. If the Licensee utilizes the Broad Incidental take Permit/Authorization for No/Low Impact Activities (BITP/A), they must place documentation in their project files and submit an annual report to the Bureau of Natural Heritage Conservation (BNHC) documenting that their activities were performed in accordance with the specifications, definitions and conditions defined under the Broad Incidental Take Permit/Authorization for No/Low Impact Activities. For ER Certified Reviewers, the annual BITP/A report can be included as an Attachment to the Annual Report.

28. Additional conditions of this License (list below or indicate NONE):
None

Signatures

By signature on the License, the Licensee acknowledges having read and understood the contents of this License, and hereby accepts all the terms and conditions of the License without exception, deletion or alteration.

Printed Name of Authorized Representative of Licensee	Signature of Authorized Representative of Licensee	Date Signed

Ability to deny access to detailed NHI Data (required if the Licensee is an employee or agency of the United States, State, County, Town, City, Village, School District, or other municipality, district, province or nation; see #13):

By signature on the License, legal counsel for the Licensee certifies that the Licensee has the authority to deny access to the detailed NHI data and can therefore comply with this License.

Printed Name of Legal Counsel for Licensee	Signature of Legal Counsel for Licensee	Date Signed

Final approval of this NHI Data License authorized by:

Printed Name of Authorized Representative of DNR	Signature of Authorized Representative of DNR	Date Signed

SECURITY PROTOCOL
For
NATURAL HERITAGE INVENTORY DATA

The following Security Protocol is submitted by **Capital Area Regional Planning Commission (CARPC)** pursuant to the License Agreement **(LA114)** between **CARPC** and the Wisconsin Department of Natural Resources, Bureau of Natural Heritage Conservation. The Security Protocol supplements security provisions contained in the License Agreement.

BACKGROUND

Natural Heritage Inventory (NHI) data contain information on the location, status, distribution, and condition of rare species and high-quality natural communities in Wisconsin, including threatened and endangered species. Due to the sensitive nature of the NHI data, they are specifically exempt from the Wisconsin Open Records Law [Wis. Stats. 23.27(3b)]. This exemption applies to NHI data or excerpts of NHI data in any form, format, or version. NHI data are shared with interested parties to further the protection and enhancement of the state's endangered resources. Data sharing is accomplished in a manner that safeguards the resources and promotes proper interpretation of the data. This Security Protocol was developed by **CARPC** to assure that NHI data are safeguarded from improper use and distribution while under its care. The roles and responsibilities of **CARPC** staff are described in the following sections, which cover (1) Data Storage and Access (2) User Access, (3) Designation and Role of Data Custodian(s), (4) Data Use and Dissemination, and (5) Training.

1. DATA STORAGE AND ACCESS

NHI data will be provided in **NHI Portal format.**

NHI data will be stored in a secured information system environment as follows:

The data would be kept on an EMC CX500 SAN/NAS using Windows NTFS file system and Active Directory security permissions to control users' access to the files. The SAN is physically located in the Dane County computer room which has restricted access via a key card security system. Access to the computer room is restricted to IM personnel only. If necessary, the data can be kept in an encrypted formatted using Windows file encryption. The tape backup of the data is kept in the computer room and also at a secure off-site location where our disaster recovery tapes are stored.

Access to the Dane County network is based on authentication procedures. Within the county's network, a directory will be established that will be accessible by only those deemed as "authorized users" in this document.

Authorized users will access the NHI data in the following manner:

Each user will have a unique username and unique password needed to enter into the computer housing the NHI data.

NHI data will be maintained as separate from other data and files according to the following protocol(s):

Paper Files:

Paper copies of NHI data will be maintained in separate files and each page will be clearly identified as confidential data and date stamped. When NHI data must be inserted into a larger paper report, the NHI data will be a subset of the total report and be clearly identified as confidential data and date stamped.

Electronic Files:

NHI data will not be duplicated or downloaded to local drives/computers or other media except as needed to provide secure access to authorized users. NHI data will not be edited or integrated into other datasets. NHI data in spatial format (GIS) will be maintained as a separate layer.

2. USER ACCESS User access to the NHI data is restricted to the Certified Reviewers and Authorized Users listed below. "User access" is defined as viewing or utilizing NHI data. NHI data may be provided to non-users within the Licensee's authorization for informational purposes only, according to the protocol in Section 4. *Note that neither Certified Reviewers nor Authorized Users can determine potential take of state endangered or threatened species resulting from a proposed activity. Only qualified DNR staff can determine whether or not take will occur.*

CERTIFIED REVIEWERS

Certified Reviewers have completed the ER Certification Program. The Certified Reviewers listed below are authorized to use NHI data to review proposed projects and land management activities. This includes making **preliminary** determinations regarding whether or not take of endangered resources will occur, which must be documented in the Proposed Review letter submitted for approval by the Endangered Resources Review Program (ERRP). The ERRP requires a Proposed Review (or Review Request) must be submitted to the ERRP for review and approval before any land disturbing activities (including tree removal, in-stream work, ground disturbance, etc.) occur. The ERRP recommends submitting Proposed Reviews early in the planning and site determination process.

	Name	Position Title	Office Location	Training Date
1.	None			
2.				

AUTHORIZED USERS

Authorized users have completed the WDNR NHI Training (within the last 5 years). The Authorized Users listed below are authorized to access NHI data, but are not authorized to use the data to make determinations of take. Examples of how an Authorized NHI Data User could use the NHI data include research and education projects, creating maps for others to use and interpret, identifying sensitive areas within project boundaries that need follow-up field surveys, conducting broad-scale conservation planning, and conducting field surveys for rare species and habitats. The ERRP requires that a Review Request must be submitted to the ERRP for review and approval before any land disturbing activities (including tree removal, in-stream work, ground disturbance, etc) occur.

	Name	Position Title	Office Location	NHI Training Date
1.	Tony Vanderrmuss	Environmental Engineer	Madison, WI	07/25/2016
2.	Matthew Noone	GIS Specialist	Madison, WI	Pending

3. DESIGNATION AND ROLE OF DATA CUSTODIAN(S)

CARPC will designate a custodian from their staff to oversee implementation of this Security Protocol at the technical level. The role of these NHI data custodian(s) will be to provide general support to NHI data users in their organization and to serve as the point of contact between the NHI and **CARPC** on technical issues. Custodian(s) will have both technical knowledge and an understanding of NHI methodology for data collection, management, and interpretation.

Custodian(s) will have specific responsibilities, including the following:

- Disseminate the NHI data to users and assure that users have the most up-to-date data and are using it instead of outdated data.
- Maintain a record of who has received NHI data and the type of data received.
- Recall outdated data from users and destroy it.

- Archive data used to support previous decisions, following **CARPC** records retention/disposition policy.
- Periodically review the data use and requested enhancements and communicate these to NHI.
- Ensure that all users of NHI data have completed the training outlined in this Security Protocol and have up-to-date policy information.
- Answer general questions on the use of the NHI data and refer more specific questions to NHI staff.

Custodian(s) will also work to improve the NHI database by:

- Facilitating the transfer of endangered resource data from **CARPC** staff to NHI.
- Relaying information about potential NHI data errors identified by **CARPC** staff to NHI.

Name of staff designated as NHI Data Custodian and their contact information:

Name:	Linda Firestone
Address:	210 MLK Jr. Blvd. CCB 362, Madison, WI 53703
Phone:	608-266-4138
E-mail:	lindaf@capitalarearpc.org

4. DATA USE AND DISSEMINATION

NHI data may only be used by users named in this Security Protocol and only for purposes authorized in the License Agreement. Data may be provided to other parties within the Licensee's organization for informational purposes, provided that these parties do not have *user access* to the data as defined in Section 2. Users of NHI data will be provided a copy of this Security Protocol and directed to adhere to the following protocol for dissemination of NHI data:

- No electronic copies or hard copies of NHI data will be distributed outside of the **CARPC** offices. Generalized versions of the data are permitted (see below).

- Products such as printouts, maps and tables developed for internal use that contain locations of endangered resources will have a confidentiality note printed on the product.

- When conveying endangered resources information to anyone *within the Licensee's organization* not specifically named in this Security Protocol, the parties receiving the information must be informed of and directed to comply with the conditions of the License.

- When conveying endangered resources information to anyone *outside of the Licensee's organization*, the element occurrence's location will be generalized to a precision no finer than the Public Land Survey System (PLSS) Town/Range level, an equivalent of at least 36 square miles in area, or its identification will be generalized to taxa at the section level. For Example: "Prairie Indian-Plantain occurs in Township 02 N, Range 9E" or "a rare plant occurs in Township 02 N, Range 9E, Section 11." See exception below for sensitive data.

- Data designated as "sensitive" represent species or natural communities that are especially vulnerable to disturbance or collection. These data will only be presented to a level described in the attached document "Sensitive Species, Natural Communities & Natural Features on the Wisconsin Natural Heritage Inventory Working List".

- **CARPC** staff must follow the system outlined in this Security Protocol to keep NHI data separate from paper and electronic files.

5. TRAINING

All users of the NHI data will receive training by NHI staff on how to properly use and interpret NHI data prior to obtaining access to the data. The training will include information on the Heritage Network, the types of data collected and their sources, how the data is processed, mapped, and entered into the NHI database, and how to apply the data in various situations. All users of NHI data will receive a copy of this Security Protocol and the License Agreement and will be required to comply with the provisions.

Signature of Licensee	Title
Agency/Organization	Date

Approved By:

Director, Bureau of Natural Heritage Conservation	Date

Sensitive Species List: NHI Working List Elements to be Generalized to County Level

Many of the species, natural communities, and natural features included on Wisconsin's NHI Working List are vulnerable to collection and disturbance. Accordingly, the locations of elements on the NHI Working list should be generalized to **township level** when working with the public. The elements below are *particularly sensitive* to collection and disturbance and should be generalized to **county level**.

Scientific Name	Common Name
Animal Aggregation Sites	
	Bat Hibernaculum
	Herp Hibernaculum
Birds	
Accipiter gentilis	Northern Goshawk
Setophaga kirtlandii	Kirtland's Warbler
Mammals	
Eptesicus fuscus	Big Brown Bat
Myotis lucifugus	Little Brown Bat
Myotis septentrionalis	Northern Long-eared Bat
Perimyotis subflavus	Eastern Pipistrelle
Natural Communities	
	Algific Talus Slope
Plants	
Oxytropis campestris var chartacea	Fassett's Locoweed
Reptiles	
Carphophis vermis	Western Wormsnake
Crotalus horridus	Timber Rattlesnake
Sistrurus catenatus catenatus	Eastern Massasauga Rattlesnake

Scientific Name	Common Name
Reptiles (continued)	
Terrapene ornata	Ornate Box Turtle
Tropidoclonion lineatum	Lined Snake

Sensitive Species List: Elements to be Generalized to Township Level

The below species are vulnerable to collection and disturbance. Although these species are no longer included on the NHI Working List, since data associated with them is still managed by the NHI program, their locations should be generalized to **township level** when working with the public.

Scientific Name	Common Name
Amphibians	
Ambystoma maculatum	Spotted Salamander
Plants	
Panax quinquefolius	Ginseng
Reptiles	
Eumeces fasciatus	Common Five-lined Skink

CARPC EXECUTIVE COMMITTEE AGENDA COVER SHEET

May 6, 2019
Item 5.c.

Re: Consideration of Recommendation to Adopt CARPC Resolution 2019-04 Adoption of CARPC Record Retention Policy *(actionable item)*

Requested Action: Adopt by Resolution CARPC's Record Retention Policy

Background:

CARPC has never formally adopted a retention policy. (The Dane County Regional Planning Commission adopted a records retention policy via Resolution No. 1025, dated July 15, 2004.)

State statute states that all local governments should adopt a retention policy, which needs to be reviewed and approved by the Wisconsin Historical Society (WHS) and the Public Records Board (PRB). At the February 2019 Commission meeting, Commissioners approved the submission of Form PRB-002 showing that CARPC wanted to adopt the entire General Records Schedule for Wisconsin Municipal and Related Records (Wisconsin Municipal Records Schedule or WMRS).

Wis.Stat. § 19.21(4)(c) states: Any local governmental unit or agency may provide for the keeping and preservation of public records kept by that governmental unit through the use of microfilm or another reproductive device, optical imaging or electronic formatting. A local governmental unit or agency shall make such provision by ordinance or resolution. Any such action by a subunit of a local governmental unit or agency shall be in conformity with the action of the unit or agency of which it is a part. Any photographic reproduction of a record authorized to be reproduced under this paragraph is deemed an original record for all purposes if it meets the applicable standards established in ss. 16.61 (7) and 16.612. This paragraph does not apply to public records kept by counties electing to be governed by ch. 228.

Additionally, WI Stat. § 15.04(1) states: Duties: Each head of a department or independent agency shall:
(j) *Records and forms officer.* Appoint a records and forms officer, who shall be responsible for compliance by the department or independent agency with all records and forms management laws and rules and who may prevent any form from being put into use.

Options, Analysis, Recommendation:

CARPC's Form PRB-002 has been fully executed by the Wisconsin Historical Society and Wisconsin's Public Records Board, and was returned to CARPC on April 5th (see attached).

While staff was waiting for the PRB-002 form to be approved and executed by the WHS and PRB, the WMRS was reviewed and the appropriate types of CARPC files were added to the appropriate lines. Several items need to be noted here:

1. Some sections of the WMRS do not pertain to CARPC. The sections of the WMRS that do not pertain to CARPC must remain in the WMRS but can be ignored.
2. If CARPC adopts the WMRS as is, it is recognized that, in some areas, CARPC may have the need to retain items for a longer period of time than that recommended by the WMRS. This is an internal business decision and can be done without any further action.
3. The current version of the retention policy may not be all inclusive as there are many pre-2015 files that have not been reviewed yet. The retention policy will be updated as needed to include any missing file types.

Records and Forms Officer: After discussion with the Agency Director, it was determined that the Administrative Services Manager is the most appropriate person on staff to keep up with the federal and state laws pertaining to record retention and disposition.

Recommendation: Staff recommends that the Commission approve by resolution:

1. the adoption of CARPC's record retention policy; and
2. the assignment of the Administrative Services Manager as CARPC's Records and Forms Officer.

Attachments:

1. Fully executed PRB-002
2. CARPC Resolution 2019-04 (Since the retention policy has been previously reviewed by Commissioners, it is not attached to the resolution. The retention policy is available for review by request.)

Staff Contact:

Linda Firestone
Administrative Services Manager
608-266-4138
LindaF@CapitalAreaRPC.org

Next Steps (if both recommendations are approved):

1. Put the records retention policy in motion as staff review and dispose of documents in the CARPC library.
2. Update the Administrative Services Manager's job description to include CARPC's Records and Forms Officer.

RECEIVED
APR 05 2019
BY: .....

PRB-002 (R11/2017)

Notification of General Records Schedule Adoption

Schedule Title: General Records Schedule – Wisconsin Municipal and Related Records Date: August 27, 2018

Instructions:

Complete and send the original and 2 copies to: State Archivist, Wisconsin Historical Society (WHS), 816 State St., Madison, WI 53706.

- Do not opt out of a record series because your agency does not create or use these types of records. Signing the form does not obligate an agency to create records. It only requires that records be retained in accordance with the retention time periods and dispositions if such records exist. See the Introduction to General Records Schedules for more information.
- Attach a brief narrative explaining your rationale for opting out of each record series. When a separate schedule is prepared, identify that the record series is in lieu of the general schedule and cross reference the specific series.

NOTE: Destruction or transfer of records is not permitted until this form is signed by the WHS and the Public Records Board.

Wisconsin Government Agency: Capital Area Regional Planning Commission

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

This is to notify the Wisconsin Historical Society and the Public Records Board that the agency named above has reviewed the general records schedule and taken the following action (check appropriate box):

☒ Opt In: We adopt the entire schedule. (Available for University of Wisconsin [UW] System and Local Units of Government)

☐ Opt In With Revisions: We opt (out of), (in to), (circle one) the following record series. (Available for UW System and Local Units of Government) List the specific retention schedule numbers and titles:

_____

_____

☐ Opt Out: We opt out of the general records schedule (in whole), (in part), (circle one). (Available for State Agencies) ***(All applicable records disposition must cease until separate retention schedules are developed and approved by the Public Records Board.)*** List the specific retention schedule numbers and titles:

_____

_____

Agency Head/Deputy Signature [signature]	Date Signed Feb. 13, 2019
Agency Records Officer Signature Linda K Firestone	Date Signed February 13, 2019

The Public Records Board and Wisconsin Historical Society acknowledge your Notification of Adoption. You are hereby authorized to retain, transfer, and dispose of records as indicated on the schedule.

State Archivist Signature [signature]	Date Signed 3/29/19
PRB Executive Secretary Signature Linda Barth	Date Signed 4/2/2019

CAPITAL AREA REGIONAL PLANNING COMMISSION

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

CARPC Resolution No. 2019-04

Adoption of CARPC Record Retention Policy

WHEREAS the Capital Area Regional Planning Commission has not formally adopted a record retention policy in the past; and

WHEREAS the Wisconsin Historical Society and the Wisconsin Public Records Board have executed CARPC's PRB-002 form, in which the Agency agrees to adopt the retention guidelines in the General Records Schedule for Wisconsin Municipal and Related Records; and

WHEREAS Wisconsin Statute § 19.21(4)(c) states that "Any local governmental unit or agency may provide for the keeping and preservation of public records kept by that governmental unit through the use of microfilm or another reproductive device, optical imaging or electronic formatting. A local governmental unit or agency shall make such provision by ordinance or resolution; and

WHEREAS Wisconsin Statute § 15.04(1)(j) states that each head of a department or independent agency shall "appoint a records and forms officer, who shall be responsible for compliance by the department or independent agency with all records and forms management laws and rules and who may prevent any form from being put into use."

NOW, THEREFORE, BE IT RESOLVED that the Capital Area Regional Planning Commission hereby adopts (1) the attached General Records Schedule for Wisconsin Municipal and Related Records as its record retention policy; and (2) that the Administrative Services Manager be named as CARPC's Records and Forms Officer.

May 9, 2019
Date Adopted

Larry Palm, Chairperson

Kris Hampton, Secretary

CARPC EXECUTIVE COMMITTEE AGENDA COVER SHEET

May 6, 2019
Item 6.a.

Re: Consideration of Approval of May 2019 Disbursements and Treasurer's Report for April 2019 ***(actionable item)***

Requested Action:

Approval of May 2019 Disbursements and Treasurer's Report for April 2019

Background:

CARPC internal controls require that bills be approved by CARPC or its Executive Committee and also that the Treasurer routinely review the CARPC bank statement, the entries and balance of the cash account of the general ledger, the bank account reconciliation prepared by staff, and the previous month's ending cash balance. This review by the Treasurer is regularly confirmed by his or her signature on the Treasurer's Report, or by the Chair in the absence of a Treasurer, per the terms of CARPC's bylaws.

Options and Analysis:

Attachments:

1. May 2019 Voucher Bills
2. April 2019 Treasurer's Report
3. Budget Year-to-Date as of April 30, 2019

Staff Contact:

Linda Firestone
Administrative Services Manager
608-266-4138
LindaF@CapitalAreaRPC.org

Next Steps:

Voucher Bills for May 2019
Capital Area Regional Planning Commission

5/6/2019

The following list of bills have been encumbered by the Capital Area Regional Planning Commission and are true and correct.

Stephen Steinhoff, Deputy Director

5/6/2019
Date

The Capital Area Regional Planning Commission or its Executive Committee has examined the following list of bills and appro

Vouchers 1 through 22 totaling $ 82,305.09

5/6/2019
Date Approved

Larry Palm, Executive Chairperson

Mark Geller, Treasurer

Voucher Bills for May 2019

5/6/2019

Capital Area Regional Planning Commission

No.	Payee	Purpose	Amount	
1	AT&T	Phone	$ 20.00	estimate
2	CARPC Employees	Payroll for May 9, 2019 (net wages/taxes/deferred comp)	$ 24,500.00	estimate
3	CARPC Employees	Payroll for May 23, 2019 (net wages/taxes/deferred comp)	$ 24,500.00	estimate
4	CARPC Employees	Expense reports (travel; ofc supplies)	$ 800.00	estimate
5	Dane County	Apr 2019 phone service	$ 50.00	estimate
6	Dane County / USPS	Apr 2019 postage (Dane County) / Apr 2019 postage (USPS for packets)	$ 20.00	estimate
7	Dane County	Jun 2019 parking passes (reimbursed by employees)	$ 85.32	estimate
8	Dean Health	Jun 2019 health insurance (employees reimb $110.82)	$ 12,447.27	estimate
9	Delta Dental	Jun 2019 dental insurance	$ 1,064.02	estimate
10	Dempsey, Edgarton, St. Peter, Petak & Rosenfeldt	Apr 2019 legal fees	$ 250.00	estimate
11	The Standard	Jun 2019 disability (reimbursed by employees)	$ 130.00	estimate
12	Misc Office Supplies (Various Vendors)	Office supplies	$ 600.00	estimate
13	Paychex	May 2019 fees	$ 300.00	estimate
14	Ricoh	Jun 2019 lease charges	$ 159.08	estimate
15	Ricoh	Apr 2019 maintenance charges (may be higher because of Steering Cmte handouts)	$ 150.00	estimate
16	Securian	Jun 2019 life insurance (CARPC portion = $16.75)	$ 197.16	estimate
17	SW WI Workforce Dev Board	May 2019 acctg charges	$ 2,416.67	estimate
18	VISA (Ofc supplies on separate line)	May 2019 Various charges	$ 1,500.00	estimate
19	WRS	Apr 2019 retirement (half is reimbursed by employees; 2 payrolls)	$ 6,000.00	estimate
20	designCraft	Reminder of fees for website agrmt dtd 2/15/19 ($6673 - $4450)	$ 2,223.00	estimate
21	ESRI	ArcGIS annual renewal	$ 4,700.00	estimate
22	WI DOT	10% reimbursement to WDOT of 1Q 2019 payment	$ 192.57	estimate
	TOTAL MONTHLY EXPENSES		$ 82,305.09	

Recommended for Approval:

Stephen Steinhoff, Deputy Director

Report: April 2019 Estimated Amounts as Paid (previously approved) plus invoices that were not estimated

			Estimated/Approved	Paid/Incurred	Difference
1	AT&T	Phone	$ 20.00	$ 18.76	$ (1.24)
2	CARPC Employees	Payroll for April 11, 2019 (net wages/taxes/deferred comp)	$ 24,500.00	$ 23,492.34	$ (1,007.66)
3	CARPC Employees	Payroll for April 25, 2019 (net wages/taxes/deferred comp)	$ 24,500.00	$ 23,862.05	$ (637.95)
4	CARPC Employees	Expense reports (travel; ofc supplies)	$ 800.00	$ 292.47	$ (507.53)
5	Dane County	Mar 2019 phone service	$ 50.00	$ 33.23	$ (16.77)
6	Dane County / USPS	Mar 2019 postage (Dane County) / Apr 2019 postage (USPS for packets)	$ 20.00	$ 19.20	$ (0.80)
7	Dane County	May 2019 parking passes (reimbursed by employees)	$ 85.32	$ 56.88	$ (28.44)
8	Dean Health	May 2019 health insurance (employees reimb $110.82)	$ 11,000.00	$ 12,447.27	$ 1,447.27
9	Delta Dental	May 2019 dental insurance	$ 926.00	$1,064.02	$ 138.02
10	Dempsey, Edgarton, St. Peter, Petak & Rosenfeldt	Mar 2019 legal fees	$ 250.00	$ 260.00	$ 10.00
11	The Standard	May 2019 disability (reimbursed by employees)	$ 130.00	$ 129.78	$ (0.22)
12	Misc Office Supplies (Various Vendors)	Office supplies (no supplies ordered in Apr 2019)	$ 600.00	$ -	$ (600.00)
13	Paychex	Apr 2019 fees	$ 300.00	$ 267.61	$ (32.39)
14	Ricoh	May 2019 lease charges	$ 159.08	$ 159.08	$ -
15	Ricoh	Mar 2019 maintenance charges	$ 150.00	$ 63.83	$ (86.17)
16	Securian	May 2019 life insurance (CARPC portion = $13.50...actual CARPC amt $16.75)	$ 166.38	$ 197.16	$ 30.78
17	SW WI Workforce Dev Board	Apr 2019 acctg charges	$ 2,416.67	$ 2,416.67	$ -
18	VISA (Ofc supplies on separate line)	Apr 2019 Various charges (Fuller Earth Day Conf reg; GIS data; GIS Sp Anal; job ad)	$ 1,500.00	$2,822.00	$ 1,322.00
19	WRS	Mar 2019 retirement (half is reimbursed by employees; 2 payrolls)	$ 6,000.00	$ 5,925.72	$ (74.28)
20	American Planning Association	Higgins APA membership (paid via credit card)	$ 500.00	$499.00	$ (1.00)
21	City of Madison	1Q 2019 MPO invoice (MPO did no work for CARPC in 1Q 2019)	$ 2,400.00	$ -	$ (2,400.00)
22	Clean Lakes Alliance	2019 table sponsor for Community Breakfast on May 8 *	$ 500.00	$ -	$ (500.00)
23	Wegner CPAs	2018 financial audit *	$ 8,500.00	$ -	$ (8,500.00)
24	DCCVA Annual Meeting	2 registrations (Steinhoff, Palm-tentative)	$ 80.00	$ 80.00	$ -
25	UW-Madison GAR Account	Remainder of Waubesa Wetlands Agreement (runs through June 2019)	$ 5,812.00	$ 1,188.62	$ (4,623.38)
26	Donald Vandermuss Memorial Fund	Memoriam for dealth of Tony Vandermuss' grandfather	$ -	$ 75.00	$ 75.00
27	Oregon Observer	2 yr newspaper subscription	$ -	$ 770.00	$ 770.00
28	Jason's Deli	AGMV Steering Committee lunch; paid with credit card	$ -	$479.48	$ 479.48
29	Rose Cottage	Flowers for birth of Caitlin Shanahan's baby; paid with credit card	$ -	$52.95	$ 52.95
29	designCraft	1st & 2nd payments for AGMV scenario report website (apprvd Feb 2019)	$ 5,000.00	$ 4,450.00	$ (550.00)
30	US Geological Survey	1Q 2019 water resources monitoring (apprvd March 2019)	$ 28,395.00	$ 30,667.00	$ 2,272.00
	TOTALS		$ 124,760.45	$ 111,790.12	$ (12,970.33)

* Invoices approved but not received yet

Hometown News	5 newspaper renewals (approved in Dec 2018) *	$ 280.00
WI Policy Forum	2019 annual membership (approved in Jan 2019) *	$ 48.00
Dane County Cities & Villages Assoc	Steinhoff 2019 DCCVA annual meeting (May 1, 2019) registration (apprvd Mar 2019) *	$ 35.00
Edgerton Reporter	1 year printed newspaper subscription (approved in March 2019) *	$ 52.00
UW-Madison GAR Account	Remainder of Waubesa Wetlands Agree (runs through June 2019; aprvd Apr 2019)	$ 4,623.38
American Planning Association	Higgins APA membership (expires 6/30/19; aprvd Apr 2019) *	$ 500.00

Treasurer's Report April 2019 5/6/2019
Capital Area Regional Planning Commission

CHECKING				
Reconciled Cash Balance		3/31/2019		93,995.16
Apr	Disbursements			
	Personnel		$ (67,624.24)	
	Operating Expenses		$ (42,572.12)	
	Transfer to Money Market		$ -	
	Total Disbursements			$ (110,196.36)
Apr	Deposits			
	Deposits		$ 3,800.00	
	Transfer from money market		$ 75,000.00	
	Total Deposits			$ 78,800.00
Checking - Ending Balance		4/30/2019		$ 62,598.80
MONEY MARKET				
Reconciled Cash Balance		3/31/2019		$ 600,873.78
Apr	Disbursements (transfer to Checking)		$ (75,000.00)	
Apr	Deposits		$ 77,400.00	
Apr	Interest (rate = 1.00%)		$ 523.54	
	Net Change			$ 2,923.54
MMA - Ending Balance		4/30/2019		$ 603,797.32
Reconciled Total Cash Balance		4/30/2019		$ 666,396.12

For the month(s) indicated above, I have reviewed the CARPC bank statement, the entries

Signed: _____ **Date:** _____
Mark Geller, Treasurer

May 2019 (estimated)

May	Estimated Disbursements			$ (82,305.09)
May	Estimated Deposits			
	Snyder Sewer Ext Review		$ 1,800.00	already received
	Sewer Extensions		$ 8,000.00	
	Water Resource Monitoring		$ 33,300.00	
Total Estimated Deposits				$ 43,100.00
Estimated Cash Balance		5/31/2019		$ 627,191.03

	A	B	C	D	F	G	H	I
1	**CARPC Income & Expense Report Year-to-Date**							**as of 4/30/19**
2								
3				**Actual YTD**	**Percentage of Actual to Budget**	**Under/Over YTD**	**Pro-rata Budget YTD**	**2019 Adopted 9/13/18**
4	**REVENUES**							
5		Fees: sewer extensions		$ 9,600	24.00%	$ 3,733	$ 13,333	$ 40,000
6		Fees: USA/LSA application review		$ 647	1.62%	$ 12,686	$ 13,333	$ 40,000
7		Fees: Annual Planning Conference Registration		$ -	0.00%			$ -
8		Local & Regional Planning Assistance		$ 60	0.29%	$ 6,940	$ 7,000	$ 21,000
9		MMSD		$ -	0.00%	$ -	$ -	$ -
10		EPA/DNR Water Quality Planning		$ -	0.00%			$ 80,000
11		Grants and Donations		$ -	0.00%			$ -
12		Product Sales		$ -	0.00%	$ -	$ -	$ -
13		WDOT Transportation Plan Integration		$ -	0.00%	$ 1,819	$ 1,819	$ 5,457
14		Other		$ -	0.00%	$ -	$ -	$ -
15		Pass-Thru (WDOT Rural Work Program)		$ -	0.00%	$ 1,818	$ 1,818	$ 5,455
16		Pass-Thru (Coop. Water Resources Monitoring)		$ 80,700	77.54%	$ (46,009)	$ 34,691	$ 104,074
17		Total Operating Revenues		$ 91,007	30.75%	$ (19,012)	$ 71,995	$ 295,986
18	**Nonoperating Revenues**							
19		Total Dane County Property Tax		$ 462,069	50.00%	$ (154,023)	$ 308,046	$ 924,137
20		Interest Income (Less Bank Fees)		$ 1,897	158.12%	$ (1,497)	$ 400	$ 1,200
21		Total Nonoperating Revenues		$ 463,966	50.14%	$ (155,520)	$ 308,446	$ 925,337
22								
23	**Gross Total Revenues**			**$ 554,973**	**45.44%**	**$ (147,866)**	**$ 407,108**	**$ 1,221,323**
24		LESS pass-thru		$ (80,700)		$ 44,190	$ (36,510)	$ (109,529)
25	**Net Revenues (Gross less pass-thru)**			**$ 474,273**	**42.66%**	**$ (103,675)**	**$ 370,598**	**$ 1,111,794**
26		CARPC Operating Reserves Applied				$ -	$ -	$ -
27	**Net Revenues + Reserves**			**$ 474,273**	**42.66%**	**$ (103,675)**	**$ 370,598**	**$ 1,111,794**

	A	B	C	D	F	G	H	I
1	**CARPC Income & Expense Report Year-to-Date**							**as of 4/30/19**
2								
3				**Actual YTD**	**Percentage of Actual to Budget**	**Under/Over YTD**	**Pro-rata Budget YTD**	**2019 Adopted 9/13/18**
4	**EXPENDITURES**							
5	**Personal Services**							CARPC FTE: 8
6	Salaries & Wages (incl. Exec Chair)			$ 173,234	29.64%	$ 21,603	$ 194,837	$ 584,510
7	Workstudy / Interns/ Hourly			$ 7,193	27.24%	$ 1,608	$ 8,800	$ 26,400
8	Retirement Fund			$ 11,216	30.29%	$ 1,126	$ 12,342	$ 37,025
9	Social Security / Medicare			$ 13,803	29.53%	$ 1,776	$ 15,578	$ 46,735
10	Unemployment Insurance Reimbursements			$ -	0.00%	$ 3,333	$ 3,333	$ 10,000
11	Employee/Retiree Insurance			$ 46,406	26.39%	$ 12,209	$ 58,615	$ 175,846
12	Furloughs/Salary Reduction/Salary Savings			$ -		$ -	$ -	$0
13	Total Personal Services			$ 251,851	28.60%	$ 41,654	$ 293,505	$ 880,516
14	**Operating Expenses**							
15	Commissioner Per Diem & Travel			$ -	0.00%	$ 2,000	$ 2,000	$ 6,000
16	Employee Travel & Meeting Expenses			$ 1,180	19.66%	$ 820	$ 2,000	$ 6,000
17	Training & Conferences			$ 3,985	56.93%	$ (1,652)	$ 2,333	$ 7,000
18	Office Supplies & Expenses			$ 1,431	10.22%	$ 3,235	$ 4,667	$ 14,000
19	Equipment			$ -	0.00%	$ 4,667	$ 4,667	$ 14,000
20	Dues / Membership Fees / Subscriptions			$ 1,063	26.57%	$ 270	$ 1,333	$ 4,000
21	GIS and Other Software			$ 2,739	8.56%	$ 7,928	$ 10,667	$ 32,000
22	Recruitment			$ 333	66.60%	$ (166)	$ 167	$ 500
23	Office Space/Rent			$ 11,000	22.00%	$ 5,667	$ 16,667	$ 50,000
24	Legal Services			$ 687	6.87%	$ 2,647	$ 3,333	$ 10,000
25	Audit Services			$ 750	7.50%	$ 2,583	$ 3,333	$ 10,000
26	Financial Services			$ 8,602	23.90%	$ 3,398	$ 12,000	$ 36,000
27	Insurance (package, D&O)			$ 3,244	62.38%	$ (1,511)	$ 1,733	$ 5,200
28	Moving Expenses			$ -	0.00%	$ 1,000	$ 1,000	$ 3,000
29	Communications - AGMV			$ 209	2.09%	$ 3,124	$ 3,333	$ 10,000
30	Total Operating Expenses			$ 35,223	16.96%	$ 34,011	$ 69,233	$ 207,700
31	**Contractual**							
32	GIS Specialist			$ -		$ -	$ -	$ -
33	IM Services			$ 7,000	38.89%	$ (1,000)	$ 6,000	$ 18,000
34	Other			$ 5,639	112.77%	$ (3,972)	$ 1,667	$ 5,000
35	Total Contractual			$ 12,639		$ (4,972)	$ 7,667	$ 23,000
36	**Pass-Thru Contracts**							
37	Cooperative Water Resources Monitoring			$ 30,667	29.47%	$ 4,024	$ 34,691	$ 104,074
38	WDOT Rural Work Program (90% funded)			$ -	0.00%	$ 1,818	$ 1,818	$ 5,455
39	Total Pass-Thru			$ 30,667	28.00%	$ 5,843	$ 36,510	$ 109,529
40								
41	**Gross Total Expenditures**			**$ 330,380**	**27.06%**	**$ 76,535**	**$ 406,915**	**$ 1,220,745**
42	LESS pass-thru			$ (30,667)		$ (5,843)	$ (36,510)	$ (109,529)
43	**NET TOTAL Expenditures (Gross less pass-thru)**			**$ 299,713**	**26.97%**	**$ 70,693**	**$ 370,405**	**$ 1,111,216**
44								
45	**Surplus/(Deficit)**			$ 224,594		$ (224,401)	$ 192.67	$ 578
46	**CARPC Staff Accrued Leave Liability**							$ (25,000)
47	Unbilled Accounts Receivable			$48,454				$ 53,936
48	EAV							$63,913,689,150
49	Certified budget rate (CBR)							0.001446%