

AGENDA
of the
Capital Area Regional Planning Commission

April 10, 2025

Microsoft Teams Webinar

6:00 pm

Participant Information

Meeting Accommodation: This meeting will take place via Microsoft Teams.

You may participate in the meeting from your computer, tablet, smartphone, at this URL:

[https://teams.microsoft.com/l/meetup-](https://teams.microsoft.com/l/meetup-join/19:meeting_MzM4YmZhOGUtNjVmMC00YjYwLWJlZDAtYmM5ZDc4YTE3OWVvk@thread.v2/0?context=%7B%22Tid%22:%2235abc96c-357b-4956-9372-bd169087029d%22,%22Oid%22:%227452834e-38d4-43fc-b1f7-a2157967d260%22%7D)

[join/19:meeting_MzM4YmZhOGUtNjVmMC00YjYwLWJlZDAtYmM5ZDc4YTE3OWVvk@thread.v2/0?context=%7B%22Tid%22:%2235abc96c-357b-4956-9372-bd169087029d%22,%22Oid%22:%227452834e-38d4-43fc-b1f7-a2157967d260%22%7D](https://teams.microsoft.com/l/meetup-join/19:meeting_MzM4YmZhOGUtNjVmMC00YjYwLWJlZDAtYmM5ZDc4YTE3OWVvk@thread.v2/0?context=%7B%22Tid%22:%2235abc96c-357b-4956-9372-bd169087029d%22,%22Oid%22:%227452834e-38d4-43fc-b1f7-a2157967d260%22%7D)

If you need other accommodation to attend the meeting, please call Tanya Sime at 608-474-6017.

Speaking at RPC Meetings: Oral comments from members of the public may be heard for individual agenda items when called upon by the Chair. The time limit for comments by each attendee will be three (3) minutes unless additional time is granted at the discretion of the Chair. The RPC may alter the order of the agenda items at the meeting.

Written Communications: Written communications intended to be provided to the Commission as part of the packet should be received in the RPC office no later than noon, seven (7) days prior to the meeting. Written communications, including emails sent to info@capitalarearpc.org, received after this deadline will be provided to Commissioners at the meeting.

MISSION: Strengthen the region by engaging communities through planning, collaboration, and assistance.

VISION: A region where communities create exceptional quality of life for all by working together to solve regional challenges.

1. Establish Quorum
2. Public Comment on Matters not on the agenda
3. **Consent Agenda (all items below are actionable items)**
 - a. **Minutes of March 13, 2025, CARPC Meeting**
 - b. **Executive Committee Recommendations**
 - (1) **Approve February 2025 Financial Statements and March 2025 Operating Account Reconciliation**
 - (2) **Agreement with Rock County for Comprehensive Planning Assistance**
 - (3) **Agreement with the City of Evansville for Human-Powered Transportation Planning Assistance**
4. **Clean Lakes Alliance Watershed Council Letter of Intent (Actionable Item)**
5. **Consideration of Updates to the CARPC Personnel Manual (Actionable Item)**

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 hnuv ua hauj lwm ua ntej yuav tuaj sib tham.

6. Next Steps for a Regional Farmland Preservation Discussion – Staff presentation and discussion
7. Reports
 - a. Commission Chair
 - b. Executive Director
 - (1) Program and Services Updates
 - (2) Partnership Updates
8. Future Agenda Items (next meeting May 8, 2025, via Microsoft Teams Webinar and in-person location TBD, 6:00 pm)
 - a. Update on the MMSD effort to discontinue effluent return to Badger Mill Creek (May?)
 - b. Update on Regional Population Projections (May?)
 - c. Commission presentation/discussion on stormwater management (May?)
 - d. Others?
9. 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 hnuv ua hauj lwm ua ntej yuav tuaj sib tham.

MINUTES
of the
Capital Area Regional Planning Commission
Monona City Hall, 5211 Schluter Rd.
and Microsoft Teams Webinar

March 13, 2025

6:00 pm

Participant Information

Commissioners Present: Maureen Crombie, Kris Hampton, Barbara Harrington-McKinney, Peter McKeever, Heidi Murphy, David Pfeiffer, Cynthia Richson (6:14 pm), Jim Schuler, Caryl Terrell (6:44 pm), Bill Tishler

Commissioners Absent: Allison Volk, Steve Greb, Nick Zavos

Staff Present: Sean Higgins, Tanya Sime, Jason Valerius

Others Present: Dan Barroiht, Tom Mathies, Forbes McIntosh, Olivia Parry,

1. Establish Quorum

The meeting was called to order by Commissioner Pfeifer at 6:01 pm. A quorum was established.

2. Public Comment on Matters not on the agenda

None.

3. **PUBLIC HEARINGS** (6:02 pm)

a. Amendment of the CARPC 2025 Budget

(1) Review of Proposed Changes

(2) Open Public Hearing to Take Testimony from Attendees, Close Public Hearing (6:08 pm)

(3) **CARPC Resolution 2025-2 Amending the CARPC 2025 Budget (*actionable item*)** (6:08 pm)

Executive Director Jason Valerius explained the proposed amendments, including grant revenue, expense adjustments based on 2024 data, and a correction to how the agreed return of funds to Dane County is shown in the budget. Commissioner McKeever motioned the approval of CARPC Resolution 2025-2, amending the CARPC 2025 Budget. Commissioner Schuler seconded the motion. The motion passed unanimously.

4. **Consent Agenda (*all items below are actionable items*)**

a. **Minutes of February 13, 2025, CARPC Meeting**

b. **Executive Committee Recommendations**

(1) **Approve December 2024 Financial Statements and the January 2025 Operating Account Reconciliation**

(2) **Approve January 2025 Financial Statements and February 2025 Operating Account Reconciliation**

(3) **Consideration of Updates to the CARPC Personnel Manual**

(4) **Agreement for Strategic Planning Assistance for Southwest Wisconsin Regional Planning Commission**

Commissioner Schuler motioned to approve the consent agenda, Commissioner Murphy seconded. Commissioner McKeever asked to remove #3 Consideration of Updates to the CARPC Personnel Manual from the consent agenda for further discussion following the Population Projections discussion; this was accepted as a friendly amendment to the motion. The amended motion passed unanimously.

5. Dane County Population Projections – Presentation and Discussion, CARPC and partner agency staff (6:11 pm)

Executive Director Valerius and Dan Barroilhet of the Wisconsin Department of Administration made a presentation about Dane County population projections. Dane County Planner Olivia Parry also offered a few comments. Commissioners asked questions and discussed the projection methods and assumptions.

6. CARPC 2025 Work Program Updates – Staff Presentation (6:58 pm)

Executive Director Jason Valerius showed a graphic indicating when various projects and work efforts are expected to occur in 2025 and described intent to track time spent and compare to the work plan quarterly, with updates to the Commission in the Director's Report.

7. Clean Lakes Alliance Community Breakfast Participation (7:05 pm)

CARPC is sponsoring a table at the Clean Lakes Alliance Breakfast on Tuesday, May 13th, 7:00 to 8:00 AM coffee and conversation, 8:00 to 9:30 breakfast and program. This will be at the Monona Terrace. Commissioners who are interested and able to participate are Jim Schuler, Maureen Crombie, Heidi Murphy, David Pfeifer, Steve Greb, and Bill Tischler. Two other seats will be used by CARPC staff.

8. Reports (7:19 pm)

- a. Commission Chair - Ad Hoc Water Quality committee meeting coming up.
- b. Executive Director
 - (1) Program and Services Updates
 - (2) Partnership Updates

Executive Director Valerius noted highlights from the Executive Director's Report in the packet.

9. Future Agenda Items (next meeting April 10, 2025, via Microsoft Teams Webinar and in-person location TBD, 6:00 pm)
 - a. Discussion of next steps for a regional farmland preservation discussion (April)
 - b. Update on the MMSD effort to discontinue effluent return to Badger Mill Creek (April?)
 - c. Commission presentation/discussion on stormwater management (May?)
 - d. Others?

10. Adjournment

Commissioner Hampton motioned to adjourn the meeting at 7:21 pm. Commissioner Murphy seconded the motion.

Minutes prepared by Tanya Sime and reviewed by the Executive Director.

Respectfully submitted:

Cynthia Richson, Secretary

Capital Area Regional Planning Commission

Statement of Financial Position

As of February 28, 2025

	TOTAL
ASSETS	
Current Assets	
Bank Accounts	
1000 OPERATING ACCOUNT	91,998.73
1001 MONEY MARKET ACCOUNT	40,136.47
1002 INVESTMENT ACCOUNT	1,175,321.08
1072 Bill.com Money Out Clearing	14,090.13
Total Bank Accounts	\$1,321,546.41
Accounts Receivable	
1105 PROJECT AND GRANTS REC	26,014.05
Total Accounts Receivable	\$26,014.05
Other Current Assets	
1110 UNBILLED ACCOUNTS REC	498,715.00
1150 PREPAID EXPENSES	7,762.75
1151 PREPAID INSURANCE	0.00
1152 PREPAID DENTAL INS	1,098.78
1153 PREPAID HEALTH INS	23,641.87
1154 PREPAID DISABILITY INS	-160.91
1155 PREPAID RENT	0.00
1156 PREPAID LIFE INS	-74.58
1157 PREPAID PARKING	113.76
1165 PREPAID LICENSES	0.00
1170 Undeposited Funds	0.00
Total Other Current Assets	\$531,096.67
Total Current Assets	\$1,878,657.13
Fixed Assets	
1200 FURNITURE AND EQUIPMENT	7,171.66
1201 ACCUM DEP-FURNITURE/EQUIP	-7,171.66
1210 RIGHT OF USE ASSET	6,076.50
1211 ACCUMULATED AMORTIZATION	-2,954.00
Total Fixed Assets	\$3,122.50
TOTAL ASSETS	\$1,881,779.63

Capital Area Regional Planning Commission

Statement of Financial Position

As of February 28, 2025

	TOTAL
LIABILITIES AND EQUITY	
Liabilities	
Current Liabilities	
Accounts Payable	
3000 ACCOUNTS PAYABLE	45,209.65
Total Accounts Payable	\$45,209.65
Credit Cards	
3002 Park Bank CC	2,041.95
Total Credit Cards	\$2,041.95
Other Current Liabilities	
3005 ACCRUED PAYROLL	3,410.39
3202 WRS PENSION PLAN	115.60
3206 WI DEF COMP PROGRAM	0.00
3300 UNUSED VACATION, WELLNESS	50,371.45
3500 SICK LEAVE ACCRUAL PAY	118,813.61
3600 DEFERRED/UNEARNED REVENUE	885,373.16
3650 INVEST IN CAPITAL ASSETS	0.00
3655 INVEST IN RIGHT OF USE	0.00
Total Other Current Liabilities	\$1,058,084.21
Total Current Liabilities	\$1,105,335.81
Total Liabilities	\$1,105,335.81
Equity	
3700 PRIOR YEAR BALANCE	-152,029.61
3701 PRIOR YEAR FUND BALANCE	889,507.07
3702 CURRENT FUND BALANCE	1,000.00
Net Revenue	37,966.36
Total Equity	\$776,443.82
TOTAL LIABILITIES AND EQUITY	\$1,881,779.63

Capital Area Regional Planning Commission

Budget vs. Actuals: February

February 2025

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
Revenue			
5000 PROPERTY TAX REVENUE			
5001 DANE COUNTY PROP TAX-OTH	100,777.67	97,817.33	103.03 %
Total 5000 PROPERTY TAX REVENUE	100,777.67	97,817.33	103.03 %
5100 STATE/FEDERAL GRANTS REV.			
5101 EPA/DNR Water Planning.	7,916.67	7,916.67	100.00 %
5102 EPA/DNR Grant Funds	3,250.00	3,250.00	100.00 %
5103 WEM/FEMA/HMGP Grant Funds	10,416.66	10,416.67	100.00 %
5403 WisDOT PLAN INTEGRATION		591.08	
Total 5100 STATE/FEDERAL GRANTS REV.	21,583.33	22,174.42	97.33 %
5200 PASS THROUGH REVENUE			
5201 WisDOT RURAL WORK PROGRAM	1,385.26	454.75	304.62 %
5220 COOP WATER RESOURCE MON	14,976.25	14,976.25	100.00 %
Total 5200 PASS THROUGH REVENUE	16,361.51	15,431.00	106.03 %
5300 FEES REVENUE			
5301 FEES - SEWER EXTENSIONS	2,000.00	3,750.00	53.33 %
5302 FEES-USA/LSA APP REVIEW		5,416.67	
Total 5300 FEES REVENUE	2,000.00	9,166.67	21.82 %
5400 SERVICES REVENUE			
5401 LOCAL & REG PLAN ASSIST		8,333.33	
Total 5400 SERVICES REVENUE		8,333.33	
5500 OTHER REVENUE			
5208 LAND USE CODE ASSESSMENT		0.00	
5501 INTEREST INCOME	2,013.13	3,000.00	67.10 %
5502 MISCELLANEOUS REVENUES	6.00	249.00	2.41 %
5505 WI SALT WISE	11,666.67	11,666.67	100.00 %
Total 5500 OTHER REVENUE	13,685.80	14,915.67	91.75 %
Total Revenue	\$154,408.31	\$167,838.42	92.00 %
GROSS PROFIT	\$154,408.31	\$167,838.42	92.00 %
Expenditures			
6100 SALARIES AND LEAVE TIME			
6101 DIRECT SALARIES & WAGES	70,729.98	69,036.50	102.45 %
6102 COMPENSATED LEAVE TIME	15,398.41	17,259.17	89.22 %
Total 6100 SALARIES AND LEAVE TIME	86,128.39	86,295.67	99.81 %
6104 FRINGE BENEFITS			
6105 FICA BENEFITS	8,612.53	6,429.00	133.96 %
6116 LIFE INSURANCE		24.50	
6117 DENTAL INSURANCE	347.22	1,225.58	28.33 %
6118 HEALTH INSURANCE	28,288.54	24,141.83	117.18 %
6119 DISABILITY INSURANCE	0.00	42.33	0.00 %
6120 COMMUTE CARDS	71.40	8.75	816.00 %
6121 WRS-ER CONTRIBUTION		5,954.42	

Capital Area Regional Planning Commission

Budget vs. Actuals: February

February 2025

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
6122 UNEMPLOYMENT	48.68	83.33	58.42 %
6124 WORKER'S COMPENSATION IN		297.50	
Total 6104 FRINGE BENEFITS	37,368.37	38,207.24	97.80 %
6200.1 OFFICE EXPENSES			
6200 Contributions & Donations		83.33	
6250 SUPPLIES	156.57	321.67	48.67 %
6251 PRINTING	108.12	129.83	83.28 %
6252 POSTAGE		8.75	
6265 EQUIPMENT		743.75	
6330 TELEPHONE	74.68	175.00	42.67 %
6341 ADMINISTRATIVE FEES		35.50	
Total 6200.1 OFFICE EXPENSES	339.37	1,497.83	22.66 %
6280 INFORMATION TECHNOLOGY			
6253 WEBHOSTING	134.30	30.67	437.89 %
6270 SOFTWARE	1,510.14	1,435.00	105.24 %
6275 IT SERVICES	322.00	1,750.00	18.40 %
Total 6280 INFORMATION TECHNOLOGY	1,966.44	3,215.67	61.15 %
6300 OCCUPANCY			
6310 RENT	4,276.74	4,248.92	100.65 %
Total 6300 OCCUPANCY	4,276.74	4,248.92	100.65 %
6400 CONTRACTED SERVICES			
6125 CONTRACTED SERVICE		2,380.83	
6425 LEGAL SERVICES	127.50	366.67	34.77 %
6431 CONSULTING SERVICES		0.00	
Total 6400 CONTRACTED SERVICES	127.50	2,747.50	4.64 %
6410 PASS THROUGH EXPENSES			
6414 COOP WATER RESOURCE MON	16,066.83	10,517.92	152.76 %
6415 WisDOT PLANNING SERVICES		454.75	
Total 6410 PASS THROUGH EXPENSES	16,066.83	10,972.67	146.43 %
6426 COMMISSION			
6422 COMMISSION PER DIEMS	600.00	792.00	75.76 %
6423 COMMISSION TRAVEL	55.30	70.00	79.00 %
Total 6426 COMMISSION	655.30	862.00	76.02 %
6435 FINANCIAL SERVICES			
6420 AUDIT		1,225.00	
6430 PAYROLL FEES	404.00	0.00	
6432 FINANCIAL SERVICES	3,955.00	3,342.50	118.32 %
Total 6435 FINANCIAL SERVICES	4,359.00	4,567.50	95.44 %
6500 TRAVEL AND TRAINING			
6130 MEALS		75.58	
6150 EMPLOYEE TRAVEL	335.76	1,059.42	31.69 %
6170 CONFERENCES & MEETINGS	532.69	843.75	63.13 %

Capital Area Regional Planning Commission

Budget vs. Actuals: February

February 2025

		TOTAL	
	ACTUAL	BUDGET	% OF BUDGET
6171 TRAINING		416.67	
Total 6500 TRAVEL AND TRAINING	868.45	2,395.42	36.25 %
6600 OTHER			
6172 DUES/MEMBERSHIP/SUBSCRIPTION	53.17	570.25	9.32 %
6411 EDUC/INFO/OUTREACH		218.75	
6440 RECRUITMENT		87.50	
6501 INSURANCE	2,956.00	371.42	795.86 %
6560 DEPRECIATION		0.00	
6565 AMORITIZATION EXPENSE	33.76	50.67	66.63 %
Total 6600 OTHER	3,042.93	1,298.59	234.33 %
Total Expenditures	\$155,199.32	\$156,309.01	99.29 %
NET OPERATING REVENUE	\$ -791.01	\$11,529.41	-6.86 %
NET REVENUE	\$ -791.01	\$11,529.41	-6.86 %

Capital Area Regional Planning Commission

Budget vs. Actuals: 2 months ended

January - February, 2025

		TOTAL	
	ACTUAL	BUDGET	% OF BUDGET
Revenue			
5000 PROPERTY TAX REVENUE			
5001 DANE COUNTY PROP TAX-OTH	201,555.34	195,634.66	103.03 %
Total 5000 PROPERTY TAX REVENUE	201,555.34	195,634.66	103.03 %
5100 STATE/FEDERAL GRANTS REV.			
5101 EPA/DNR Water Planning.	15,833.34	15,833.34	100.00 %
5102 EPA/DNR Grant Funds	6,500.00	6,500.00	100.00 %
5103 WEM/FEMA/HMGP Grant Funds	20,833.32	20,833.34	100.00 %
5403 WisDOT PLAN INTEGRATION		1,182.16	
Total 5100 STATE/FEDERAL GRANTS REV.	43,166.66	44,348.84	97.33 %
5200 PASS THROUGH REVENUE			
5201 WisDOT RURAL WORK PROGRAM	1,385.26	909.50	152.31 %
5220 COOP WATER RESOURCE MON	30,952.50	29,952.50	103.34 %
Total 5200 PASS THROUGH REVENUE	32,337.76	30,862.00	104.78 %
5300 FEES REVENUE			
5301 FEES - SEWER EXTENSIONS	3,800.00	7,500.00	50.67 %
5302 FEES-USA/LSA APP REVIEW		10,833.34	
Total 5300 FEES REVENUE	3,800.00	18,333.34	20.73 %
5400 SERVICES REVENUE			
5401 LOCAL & REG PLAN ASSIST	35,580.54	16,666.66	213.48 %
Total 5400 SERVICES REVENUE	35,580.54	16,666.66	213.48 %
5500 OTHER REVENUE			
5208 LAND USE CODE ASSESSMENT		0.00	
5501 INTEREST INCOME	4,144.70	6,000.00	69.08 %
5502 MISCELLANEOUS REVENUES	12.00	498.00	2.41 %
5505 WI SALT WISE	23,333.34	23,333.34	100.00 %
Total 5500 OTHER REVENUE	27,490.04	29,831.34	92.15 %
Total Revenue	\$343,930.34	\$335,676.84	102.46 %
GROSS PROFIT	\$343,930.34	\$335,676.84	102.46 %
Expenditures			
6100 SALARIES AND LEAVE TIME			
6101 DIRECT SALARIES & WAGES	150,879.01	138,073.00	109.27 %
6102 COMPENSATED LEAVE TIME	28,562.01	34,518.34	82.74 %
Total 6100 SALARIES AND LEAVE TIME	179,441.02	172,591.34	103.97 %
6104 FRINGE BENEFITS			
6105 FICA BENEFITS	14,458.05	12,858.00	112.44 %
6116 LIFE INSURANCE		49.00	
6117 DENTAL INSURANCE	347.22	2,451.16	14.17 %
6118 HEALTH INSURANCE	47,393.80	48,283.66	98.16 %
6119 DISABILITY INSURANCE	0.00	84.66	0.00 %
6120 COMMUTE CARDS	77.00	17.50	440.00 %
6121 WRS-ER CONTRIBUTION		11,908.84	

Capital Area Regional Planning Commission

Budget vs. Actuals: 2 months ended

January - February, 2025

	TOTAL		
	ACTUAL	BUDGET	% OF BUDGET
6122 UNEMPLOYMENT	462.00	166.66	277.21 %
6124 WORKER'S COMPENSATION IN		595.00	
Total 6104 FRINGE BENEFITS	62,738.07	76,414.48	82.10 %
6200.1 OFFICE EXPENSES			
6200 Contributions & Donations		166.66	
6250 SUPPLIES	224.14	643.34	34.84 %
6251 PRINTING	223.87	259.66	86.22 %
6252 POSTAGE		17.50	
6265 EQUIPMENT	27.05	1,487.50	1.82 %
6330 TELEPHONE	212.66	350.00	60.76 %
6341 ADMINISTRATIVE FEES		71.00	
Total 6200.1 OFFICE EXPENSES	687.72	2,995.66	22.96 %
6280 INFORMATION TECHNOLOGY			
6253 WEBHOSTING	134.30	61.34	218.94 %
6270 SOFTWARE	3,676.13	2,870.00	128.09 %
6275 IT SERVICES	980.18	3,500.00	28.01 %
Total 6280 INFORMATION TECHNOLOGY	4,790.61	6,431.34	74.49 %
6300 OCCUPANCY			
6310 RENT	8,553.48	8,497.84	100.65 %
Total 6300 OCCUPANCY	8,553.48	8,497.84	100.65 %
6400 CONTRACTED SERVICES			
6125 CONTRACTED SERVICE		4,761.66	
6425 LEGAL SERVICES	127.50	733.34	17.39 %
6431 CONSULTING SERVICES		0.00	
Total 6400 CONTRACTED SERVICES	127.50	5,495.00	2.32 %
6410 PASS THROUGH EXPENSES			
6414 COOP WATER RESOURCE MON	32,133.66	21,035.84	152.76 %
6415 WisDOT PLANNING SERVICES		909.50	
Total 6410 PASS THROUGH EXPENSES	32,133.66	21,945.34	146.43 %
6426 COMMISSION			
6422 COMMISSION PER DIEMS	950.00	1,584.00	59.97 %
6423 COMMISSION TRAVEL	55.30	140.00	39.50 %
Total 6426 COMMISSION	1,005.30	1,724.00	58.31 %
6435 FINANCIAL SERVICES			
6420 AUDIT		2,450.00	
6430 PAYROLL FEES	404.00	0.00	
6432 FINANCIAL SERVICES	6,749.00	6,685.00	100.96 %
Total 6435 FINANCIAL SERVICES	7,153.00	9,135.00	78.30 %
6500 TRAVEL AND TRAINING			
6130 MEALS		151.16	
6150 EMPLOYEE TRAVEL	496.76	2,118.84	23.44 %
6170 CONFERENCES & MEETINGS	1,434.19	1,687.50	84.99 %

Capital Area Regional Planning Commission

Budget vs. Actuals: 2 months ended

January - February, 2025

		TOTAL	
	ACTUAL	BUDGET	% OF BUDGET
6171 TRAINING		833.34	
Total 6500 TRAVEL AND TRAINING	1,930.95	4,790.84	40.31 %
6600 OTHER			
6172 DUES/MEMBERSHIP/SUBSCRIPTION	606.34	1,140.50	53.16 %
6411 EDUC/INFO/OUTREACH	79.90	437.50	18.26 %
6440 RECRUITMENT		175.00	
6501 INSURANCE	6,648.91	742.84	895.07 %
6560 DEPRECIATION		0.00	
6565 AMORITIZATION EXPENSE	67.52	101.34	66.63 %
Total 6600 OTHER	7,402.67	2,597.18	285.03 %
Total Expenditures	\$305,963.98	\$312,618.02	97.87 %
NET OPERATING REVENUE	\$37,966.36	\$23,058.82	164.65 %
NET REVENUE	\$37,966.36	\$23,058.82	164.65 %

Re: Agreement with Rock County for Comprehensive Plan & Farmland Preservation Plan Update Assistance Services

Requested Action:

Authorize the Executive Director to sign the agreement.

Background:

The Rock County Planning, Economic & Community Development Agency has requested CARPC's assistance with updating the Rock County Comprehensive Plan and Farmland Preservation Plan. A designated Rock County staff member will oversee the planning processes, while CARPC staff would primarily help with outreach and engagement and advising on key plan elements.

Staff Comments:

CARPC previously assisted Rock County in developing the 2023 Rock County Hazard Mitigation Plan. Rock County will cover the full cost of CARPC staff time and mileage, with a not-to-exceed cap of \$49,975.

Attachments:

1. Agreement between Rock County and The Capital Area Regional Planning Commission for Comprehensive Plan & Farmland Preservation Plan Update Assistance Services
NOTE: As of 4/3, the contract was still in legal review by both parties. We will add it to the packet as soon as it is available.
2. Exhibit A: Scope and Cost Proposal

Staff Contact:

Jason Valerius, Executive Director
jasonv@capitalarearpc.org

Next Steps:

Commission approval in the consent agenda.

**AGREEMENT BETWEEN ROCK COUNTY AND THE CAPITAL AREA
REGIONAL PLANNING COMMISSION FOR COMPREHENSIVE PLAN &
FARMLAND PRESERVATION PLAN UPDATE ASSISTANCE SERVICES**

Section 1 - Parties: This agreement (“Agreement”) is by and between Rock County Planning, Economic & Community Development Agency, Rock County Courthouse, East Wing, Room 266, 51 South Main Street, Janesville, WI, 53545, hereafter “County,” and the Capital Area Regional Planning Commission, 100 State St, Ste 400, Madison, WI 53703-2573, hereafter “CARPC” (each, a “Party” and collectively, the “Parties”).

Section 2 - Term: The term of this Agreement is April 1, 2025, through June 30, 2026. This Agreement shall only be renewed or revised by written agreement between the Parties.

Section 3 - Scope of Services: Upon signature of this contract, CARPC staff will assist Rock County with efforts to update the *Rock County Comprehensive Plan* and the *Rock County Farmland Preservation Plan*. CARPC prepared a scope and cost proposal dated February 26, 2025, which is attached and incorporated into this agreement as **Exhibit A**. CARPC will attend all meetings, provide all deliverables, and provide assistance and support as described and as feasible within the limits of the estimated hours and cost.

Section 4 - Payment: This work will be completed on a *Time and Materials, Not To Exceed* basis. Only hours worked and costs incurred will be charged, and the total cost for the required elements to be provided by CARPC will not exceed **\$49,975**. CARPC will invoice the County quarterly for work completed during the preceding quarter of the calendar year. Payment from the County to CARPC will be due within 30 days of the invoice date.

Section 5 - Non-Discrimination: During the term of this Agreement, the Parties agree to abide by their respective policies of non-discrimination and affirmative action. Further, the Parties agree that this agreement does not subject either party to the other’s jurisdiction for the determination of such matters.

Section 6 - Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, in no event is CARPC liable in contract, tort (including negligence) or otherwise for any special, incidental, or consequential damages arising out of or relating to the services provided pursuant to this Agreement. To the fullest extent allowed by law, CARPC’s liability to the County or any other persons or entities is limited to the amounts received by CARPC in payment for the services rendered under the terms of this Agreement. Furthermore, nothing contained within this Agreement is intended to be a waiver or estoppel of CARPC or its insurer to rely upon the limitations, defenses, and immunities contained within the Wisconsin Statutes, including, without limitation, Wis. Stat. § 893.80.

Section 7 - Indemnification:

a. CARPC agrees that it will at all times during the existence of this contract indemnify the County against any and all losses, damages, and costs or expenses which the County may sustain, incur, or be required to pay including those arising from death, personal injury, or property loss resulting from participating in or receiving the care and goods and/or services furnished by CARPC under this agreement. However, the provisions of this paragraph shall not apply to liabilities, losses, charges,

costs, or expenses caused by the County. CARPC's indemnity obligation is subject to the limitations set forth in the Limitation of Liability clause, above.

b. CARPC agrees that the duty to indemnify will continue in full force and effect, notwithstanding the expiration or early termination hereof, with respect to any claims based on facts or conditions that occurred prior to expiration or termination of this contract.

Section 8 - Insurance: CARPC agrees that it will at all times during the existence of this contract indemnify the County against any and all loss, damages, and costs or expenses which the County may sustain, incur or be required to pay, including those arising from death, personal injury, or property loss resulting from participating in or receiving care, goods and/or and services furnished by CARPC under this contract. The County agrees that it will at all times during the existence of this contract indemnify CARPC against any and all loss, damages, and costs or expenses which CARPC may sustain, incur, or be required to pay which are caused by the County.

CARPC agrees that, in order to protect itself as well as the County under the indemnity provision set forth in the above paragraph, CARPC will at all times during the terms of this contract keep in full force and effect a liability insurance policy issued by a company authorized to do business in the State of Wisconsin and licensed by the Office of the Commissioner of Insurance. The types of insurance coverage and minimum amounts shall be as follows:

- Comprehensive General Liability: minimum amount \$1,000,000
- Auto Liability (if applicable): minimum amount \$1,000,000
- Professional Liability (if applicable): minimum amount \$1,000,000 per occurrence and \$3,000,000 for all occurrences in one (1) year
- Umbrella Liability (as necessary): minimum amount \$1,000,000

CARPC acknowledges that its indemnification liability to County is not limited by the limits of this insurance coverage.

Upon signing this contract, CARPC will furnish County with a "Certificate of Insurance" verifying the existence of such insurance. In the event of any action, suit, or proceedings against CARPC upon any matter indemnified against, CARPC shall notify the County by registered mail within five (5) business days.

Section 9 - Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Section 10 - Independent Contractor: Nothing in this contract shall create a partnership or joint venture between the County and CARPC. CARPC is at all times acting as an independent contractor and is in no sense an employee, agent, or volunteer of the County.

Section 11 - Agreement Not Assignable: This agreement is not assignable, in whole or in part, by County or CARPC.

Section 12 - Sub-Contracting: CARPC agrees that no sub-contract with a third party, for all or any part of CARPC's responsibilities identified in this agreement, may be entered into without prior written approval of County. County agrees not to withhold approval for CARPC to sub-contract, provided the sub-contractor abides by the terms and conditions of this agreement. Regardless of

the participation of an approved sub-contractor, CARPC agrees to retain primary responsibility for the fulfillment of its obligations under this agreement

Section 13 - Governing Law; Jurisdiction. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws rules.

Section 14 - Arbitration: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association (“AAA”) in accordance with the provisions of its Commercial Arbitration Rules. As an alternative to AAA, the Parties may elect to have the matter resolved by a single arbitrator that they mutually select. The place of arbitration shall be Madison, Wisconsin. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Section 15 - Entire Agreement: This Agreement supersedes any previous agreement or undertakings. It may not be modified except in writing executed by both Parties.

Section 16 - Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by individuals and officers duly authorized on the dates noted below.

**CAPITAL AREA REGIONAL PLANNING
COMMISSION**

ROCK COUNTY

By: _____

By: _____

Jason Valerius
Executive Director
Capital Area Regional Planning Commission

John Light
County Administrator
Rock County

Date: _____

Date: _____

2025 Rock County Comprehensive Plan & Farmland Preservation Plan Update

SCOPE & COST PROPOSAL

Scope of CARPC Assistance

Outreach & Engagement Activities

- Virtual **check-in meetings** with County staff at regular intervals throughout the process, including periodic updates on project cost and budget progression
- Draft **public participation plan**
- Present project and public participation plan to County Board (April-May 2025)
- **Help with messaging, materials, and stakeholder identification** for:
 - Notifying other County departments of intent to update/inviting participation
 - Notifying towns, cities, and villages of intent to update/inviting participation
 - Connecting with other key stakeholders and community organizations
 - Assembling an advisory workgroup
- **Project kickoff** (May)
 - Lead P&D Committee workshop (May)
 - Support advisory workgroup meeting #1 (June)
 - Press release announcing update + participation opportunities to public
- **Public survey** (July-August)
 - Build + administer online survey
 - Help with messaging/materials for survey promotion
 - County website, social media, press release, existing email/communication lists, mailing, flyers; share promotional materials with communities to distribute to their residents; make paper copies available at key public locations (county staff to input any completed paper copies)
 - Analyze and summarize results to share with stakeholders and public: email, press release, website/social media, stakeholder meetings
- **Stakeholder engagement** (July-November)
 - Work with County Planning staff to schedule meetings and determine structure and agenda for each (County staff to make meeting arrangements)
 - Work with County Planning staff to develop meeting structure, activities, topics, and materials and facilitate the following meetings:
 - 3 advisory workgroup meetings
 - 2 rounds of meetings with 3 different clusters of towns, cities, and villages (2 CARPC planners)
 - 3 meetings (1 each) with Janesville, Beloit, and Evansville+Milton+Edgerton
 - Help County Planning staff identify topics for discussion at meetings with other County departments and community organizations

- **Public open houses** (January-February 2026)
 - Collaborate with County staff on meeting materials, including feedback tools
 - Present preliminary draft plan at 2-3 open houses, held in same areas as community cluster groups
 - Summarize public feedback received at open houses
- Review final draft plan and support incorporation of public feedback
- Review and discuss adoption process and materials with staff

Plan Content Support

- Staff discussions and selective draft content reviews in support of challenging land use issues
- Periodic review and feedback on draft plan documents

Key Deliverables

- Public participation plan
- Press releases (3)
- Survey and survey results summary
- Summary of input from advisory workgroup
- Summary of input from community cluster meetings
- Open house feedback summary
- All collected public feedback including full survey responses, written and electronic comments, photos, drawings, and any data resulting from outreach activities

Cost Estimate

		Hours	Cost
Administration	Internal meetings & coordination Billing and contract management	32	\$4,525
Outreach	Meetings and coordination with County staff Public participation plan Survey preparation and analysis Advisory workgroup meetings (3) Community cluster meetings (6) City/Village meetings (3) Public open houses (3)	322	\$40,200
Planning Support	Assistance for County staff with policy and process refinement	30	\$4,350
	<i>Subtotal</i>	384	\$49,075
	Direct Costs (mileage @ \$0.70/mile)	-	\$900
	TOTAL	384	\$49,975

About CARPC

The Capital Area Regional Planning Commission (CARPC) is one of nine regional planning commissions (RPCs) in Wisconsin established to address issues that go beyond municipal boundaries. As an independent unit of government, CARPC develops and promotes regional plans, provides objective information, and supports local planning efforts. Our primary planning region is Dane County, which provides direct tax levy funding. We also serve the planning needs of the wider region on a fee-for-service basis.

Our Mission

To strengthen the region by engaging communities through planning, collaboration, and assistance.

Our Vision

A region where communities create exceptional quality of life for all by working together to solve regional challenges

Who We Are

Our team of 11 full-time staff bring a wide range of education, training, and professional expertise to the challenges facing the region. CARPC's 13 Commissioners are appointed by the Mayor of Madison, the Dane County Executive, the Dane County Cities' and Villages' Association, and the Dane County Towns Association.

What We Do

- Bring communities together to collaborate on land use and water quality plans
- Advocate for the Regional Development Framework, a long-range land use guide for Dane County that describes residents' preferred outcomes over the next 20-30 years
- Administer the Dane County Water Quality Plan for the DNR
- Conduct watershed and future urban development planning
- Provide planning, mapping, and data assistance to local communities, in Dane County and occasionally in the adjoining counties not affiliated with a regional planning commission.

Key Project Staff

- **Caitlin Shanahan, Senior Planner** (certified planner, experienced with local and regional land use planning, lead author of the [Rock County Hazard Mitigation Plan](#))
- **Matthew Krempely, Community Planner** (skilled data analyst and public engagement specialist, background in GIS and geography)
- **Jason Valerius, Executive Director** (certified planner, experienced with local and regional land use planning, deliberative public processes, and intergovernmental cooperative agreements)

Re: Agreement with City of Evansville for Human-Powered Transportation Planning Assistance

Requested Action:

Authorize the Executive Director to sign the agreement.

Background:

The City of Evansville has requested CARPC's assistance with planning bike and pedestrian routes and facility improvements. MPO staff will be assisting with this project also.

Staff Comments:

Evansville will cover the full cost of CARPC staff time and mileage, with a not-to-exceed cap of \$24,755.

Attachments:

1. Agreement between the City of Evansville and The Capital Area Regional Planning Commission for Human-Powered Transportation Planning Assistance
2. Exhibit A: Scope and Cost Proposal

Staff Contact:

Jason Valerius, Executive Director
jasonv@capitalarearpc.org

Next Steps:

Commission approval in the consent agenda.



AGREEMENT BETWEEN THE CITY OF EVANSVILLE AND THE CAPITAL AREA REGIONAL PLANNING COMMISSION FOR PLANNING SERVICES

Parties: This agreement (“Agreement”) is by and between the City of Evansville, 31 S Madison St., Evansville, WI 53536, hereafter “City” and Capital Area Regional Planning Commission, 100 State St, Ste 400, Madison, WI 53703-2573, hereafter “CARPC” (each, a “Party” and collectively, the “Parties”).

Term: The term of this Agreement is March 17, 2025, through December 31, 2025. This Agreement shall only be renewed or revised by written agreement between the Parties.

Scope of Services: Upon signature of this contract, CARPC staff will prepare a Human-Powered Transportation Plan (or other name as preferred by the City), to complement the effort by City staff to update the City’s Park and Outdoor Recreation Plan. CARPC prepared a scope and cost proposal dated February 20, 2025, which is attached and incorporated into this agreement as **Exhibit A**. CARPC will attend all meetings, provide all deliverables, and provide assistance and support as described and as feasible within the limits of the estimated hours and cost.

Payment: Total cost for the required elements to be provided by CARPC will not exceed **\$24,755**. CARPC will invoice the City quarterly for work completed during each preceding quarter of the calendar year. Payment from the City to CARPC will be due within 30 days of the date of the invoice.

Non-Discrimination: During the term of this Agreement, the Parties agree to abide by their respective policies of non-discrimination and affirmative action. Further, the Parties agree that this agreement does not subject either party to the other’s jurisdiction for the determination of such matters.

Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, in no event is CARPC liable in contract, tort (including negligence) or otherwise for any special, incidental, or consequential damages arising out of or relating to the services provided pursuant to this Agreement. To the fullest extent allowed by law, CARPC’s liability to the City or any other persons or entities is limited to the amounts received by CARPC in payment for the services rendered under the terms of this Agreement. Furthermore, nothing contained within this Agreement is intended to be a waiver or estoppel of CARPC or its insurer to rely upon the limitations, defenses, and immunities contained within the Wisconsin Statutes, including, without limitation, Wis. Stat. § 893.80.

Severability: The invalidity, illegality, or unenforceability of any provision of this Agreement shall not affect the validity, legality, or enforceability of any other provision of this Agreement, which shall remain in full force and effect.

Indemnification: To the fullest extent permitted by law, the City agrees to save, indemnify, hold harmless CARPC, its officers, directors, employees, representatives, and agents from and against any claims, actions, proceedings, losses, judgments, penalties, fines, damages, liabilities, or costs and expenses (including reasonable attorneys' fees) based upon or arising out of The City's usage of the Services provided by CARPC under this Agreement.

Independent Contractor: It is the intention of the parties that CARPC shall be an independent contractor in the performance of the work, and that nothing contained herein shall be construed to be inconsistent with CARPC's status as an independent contractor. It is understood that the fees or any other amounts the City pays CARPC under this Agreement shall not be considered salary for pension purposes, and CARPC will not be entitled to any of the other fringe and supplemental benefits of the City, nor will the City withhold any social security (FICA) or similar contributions from CARPC's fee. CARPC is responsible for the payment of all payroll taxes or contributions to its personnel performing services hereunder and shall be liable for failure to do so.

Governing Law; Jurisdiction. This Agreement shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin, without regard to its conflict of laws rules.

Arbitration: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association ("AAA") in accordance with the provisions of its Commercial Arbitration Rules. As an alternative to AAA, the Parties may elect to have the matter resolved by a single arbitrator that they mutually select. The place of arbitration shall be Madison, Wisconsin. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

Entire Agreement: This Agreement supersedes any previous agreement or undertakings. It may not be modified except in writing executed by both Parties.

Counterparts: This Agreement may be executed in counterparts, each of which shall be deemed to be an original, but all of which, taken together, shall constitute one and the same agreement.

IN WITNESS THEREOF, the Parties have caused this Agreement to be executed by individuals and officers duly authorized on the dates noted below

CAPITAL AREA REGIONAL PLANNING COMMISSION

CITY OF EVANSVILLE

By: _____

By: _____

Jason Valerius

Jason Sergeant

Executive Director

Administrator

Capital Area Regional Planning Commission

City of Evansville

Date: _____

Date: _____

Evansville Human-Powered Transportation Planning

Scope and Cost Proposal
February 20, 2025



Project Purpose & Goals

The City of Evansville has diverse transportation needs and interests, and there are gaps and conflicts in the infrastructure that serves pedestrians and bicyclists. The City needs a planning process, maps, and recommendations for actions and policies that will guide the further development of safe walking and biking routes in and around the City, both for transportation and recreation. The content resulting from this process will be incorporated into the [Park and Outdoor Recreation Plan](#), targeted for Q4 2025 adoption.

Key Objectives

The planning process will address the following:

- Identify key destinations around the City, including parks, schools, downtown area, etc.
- Document existing walking and biking infrastructure and gaps
- Complete an online community survey to identify local preferences
- Describe the needs of diverse recreation and transportation users
- Describe infrastructure improvements needed to complete high-priority safe trail routes through the city
- Describe policy changes and program initiatives that could improve safety and encourage more human-powered transportation

Project Scope

We propose the following efforts and deliverables:

1) Project Administration

- Internal and external project communications
- Internal coordination meetings

2) Stakeholder Coordination

- Staff Coordination Meetings
 - 1 – Kickoff (March)
 - 2 – Data and focus group coordination check-in, survey review (April)
 - 3 – Gap analysis and stakeholder input review (June)
 - 4 – Draft document review and discussion (July)
 - 5 – Final draft review (August)
- Community Survey
 - Online, using Survey123, built and tested by CARPC (April)
 - Questions on walking/ biking preferences, safety concerns, support for investment
 - Include parks system questions provided by City

- Promotion/distribution by City staff, with flyer provided by CARPC (May)
- Report out on findings (June)
- Key Stakeholder Meetings
 - Park and Rec Plan Ad Hoc Committee (March)
 - Focus group meetings about critical routes and gaps
 - Biking and recreational trail advocates
 - Municipal staff (Services Director, City Engineer, Chief of Police)
 - Park and Rec Plan Ad Hoc Committee (July)
- **Deliverable:** Stakeholder Input Summary

3) Data, Mapping & Research

- Crash data report
- Destinations map
- Human-Powered Transportation Map(s)
 - On-street bike lanes (existing and planned)
 - Sidewalks and street crossings (existing and planned, sidewalk data from city)
 - Off-street trails in ROW (existing and planned)
 - Other trails (existing and planned)

4) Plan Development

- Summary of Stakeholder Input
- Summary of Issues and Opportunities
- Human-Powered Transportation Goals and Objectives
- Human Powered Transportation Map(s)
- Action Plan, including capital improvement projects, policy change recommendations, programming opportunities
- Funding Opportunity Review

Project Timeline

We're flexible regarding the timing of the work, but suggest the following schedule:

	March	April	May	June	July	August
Kickoff meetings						
Data collection						
Focus Groups and Survey						
Plan development						
Final deliverables						

Effort and Cost

We anticipate a cost of \$24,755, based on the following assumptions about the effort necessary to complete the scope described above.

Component	Hours	Cost
Project Administration	25	\$3,035
Stakeholder Coordination	67	\$7,935

Data, Mapping & Research	85	\$8,075
Plan Development	53	\$5,545
Subtotal	228	\$24,590
Mileage (5 visits)		\$165
Total		\$24,755

About CARPC

The Capital Area Regional Planning Commission (CARPC) is one of nine regional planning commissions (RPCs) in Wisconsin established to address issues that go beyond municipal boundaries. As an independent unit of government, CARPC develops and promotes regional plans, provides objective information, and supports local planning efforts. Our primary planning region is Dane County, though we also support the planning needs of communities and counties not served by another regional planning commission, on a fee-for-service basis. We have a staff of 11 full-time planning, environmental and administrative professionals, with oversight by a 13-member commission. We work closely with the Greater Madison Metropolitan Planning Organization, a partner regional entity with a focus on transportation systems.

Our Mission

To strengthen the region by engaging communities through planning, collaboration, and assistance.

Our Vision

A region where communities create exceptional quality of life for all by working together to solve regional challenges

Key Project Staff

- **Caitlin Shanahan, Senior Planner** (certified planner, experienced with plan development and community engagement processes)
- **Matthew Krempely, Community Planner** (skilled data analyst and mapping specialist, background in GIS and geography)
- **Ben Lyman, Transportation Planner (MPO)** (bike and pedestrian transportation specialist)

Contact

Caitlin Shanahan, Senior Community Planner & Outreach Coordinator

caitlins@capitalarearpc.org

(608) 474-6021

Jason Valerius, Executive Director

jasonv@capitalarearpc.org

(608) 474-6010

100 State St, Ste 400

Madison, WI 53703-2573

Re: Clean Lakes Alliance Watershed Council Letter of Intent**Requested Action:**

Authorize the Commission Chair to sign the Letter of Intent for CARPC to be a Clean Lakes Alliance Partner and member of the Watershed Council

Background:

CARPC was a signatory on the Yahara CLEAN Compact and contributed to the [Renew the Blue](#) guide adopted in 2022. This is a next-stage effort to expand the coalition and push the implementation of Renew the Blue.

Staff Comments:

Jason has been working with Clean Lakes Alliance staff a few times this year to help design this process. We are positioned as a strategic partner to help provide data that describe land use and land ownership data that impact current and future stormwater runoff to our lakes. This work also helps us with our own ongoing implementation efforts for both the Regional Development Framework and the Dane County Water Quality Plan.

Attachments:

1. Letter of Intent
2. Watershed Council Overview

Staff Contacts:

Jason Valerius, Executive Director
jasonv@capitalarearpc.org
608 474 6010

Next Steps:

Continued work with CLA to design and carry out the Watershed Council efforts.

Clean Lakes Alliance Watershed Council

Letter of Intent

We, the undersigned, recognize that the lakes, lands, and waters of the Yahara watershed define our sense of place and nourish our communities' economic vitality, recreational appeal, and local quality of life. These include the interconnected system of waterways, wetlands, and lands of our watershed, including our five major lakes: Mendota, Monona, Wingra, Waubesa, and Kegonsa.

We believe we are stronger together and that everyone has a role to play in watershed stewardship.

We acknowledge and commit to learning more about the "Rights of Nature" policy adopted by the Ho-Chunk Nation, the ancestral stewards of this watershed. The core idea of this policy and movement is that natural ecosystems should be treated as living entities that are entitled to exist, thrive, and evolve.

We recognize the value of agriculture in our watershed and its important role in providing food, generating economic vitality, sustaining undeveloped land that absorbs water, and contributing to the scenic beauty of our region.

We celebrate the science, collaboration, and shared values represented in the Yahara CLEAN Compact's *RENEW THE BLUE: A Community Guide to Cleaner Lakes & Beaches in the Yahara Watershed*, recognizing the 12 priority impact action recommendations as the most effective way to achieve water quality goals, and committing to implement those recommendations.

We commit to working together to renew and strengthen this RENEW THE BLUE partnership alliance to accelerate progress around runoff, phosphorus, and E. coli reduction in order to protect the health and resilience of the waterways, wetlands, and lands of our watershed.

We believe we have greater impact working together across sectors, jurisdictions, and organizations to create unified implementation and messaging.

We recognize Clean Lakes Alliance as the organizing body to convene and align our shared goals to support action and communicate progress.

We value the current collaboration among governments and nonprofit organizations that generates the *State of the Lakes* – an annual water quality report shared with the public.

We commit to supporting *State of the Lakes* as it expands into measuring progress around priority urban and rural land-management practices. This includes tracking our large-acreage undeveloped urban and rural lands; conducting a shoreline survey; tracking acres permanently protected from development; and counting rain gardens.

We commit to becoming a Clean Lakes Alliance Partner, providing data, resources and participation to support the work and goals of the Watershed Council. As part of this commitment, we will designate two delegates to the Council—at least one of whom will be an elected official or serve in an official capacity on a common council or committee. We will also make an annual financial contribution to Clean Lakes Alliance and actively participate in Watershed Council meetings, held approximately two to three times per year.

By signing this letter, we pledge to adhere to the values and fulfill the commitments listed above.

Signatories:

Potential Signers

Watershed Council

Renew the Blue Signers	Additional Possible Invited Signers <i>partial list</i>
<p>Clean Lakes Alliance Madison, City Middleton, City Dane County - <i>Discovery Farms</i> UW-Madison - <i>Center for Limnology</i> - <i>Nelson Institute for Environmental Studies</i> - <i>Extension</i> WI Dept. of Natural Resources WI Dept. Agriculture, Trade and Consumer Protection Yahara Watershed Improvement Network (Yahara WINS) Capital Area Regional Planning Commission (CARPC) Madison Metropolitan Sewerage District Yahara Lakes Association REALTORS Association of South Central Wisconsin (RASCW) Dairy Farmers of Wisconsin Madison Area Builders Association Dane County Cities' and Villages' Association Dane County Towns Association</p>	<p>Government Ho-Chunk Nation Monona, City Sun Prairie, City Fitchburg, City Stoughton, City Blooming Grove, Town of Burke, Town of Cottage Grove, Town of Dunn, Town of Springfield, Town of Oregon, Town of Rutland, Town of Bristol, Town of Pleasant Springs, Town of Westport, Town of DeForest, Village of Maple Bluff, Village of McFarland, Village of Shorewood Hills, Village of Waunakee, Village of Windsor, Village of U.S. Geological Survey (USGS) Madison Area Municipal Stormwater Partnership (MAMSWaP)</p> <p>Not-for-Profit Friends of Pheasant Branch Friends of Lake Wingra Groundswell Conservancy Rock River Coalition Friends of Lake Kegonsa Society Lake Waubesa Conservation Association Friends of Starkweather Creek Yahara Pride Farms Wisconsin Farmers Union Dane County Farm Bureau Madison LakeWay Partners Sand County Foundation BT Farms Sustain Dane</p>

Clean Lakes Alliance Watershed Council

About the Council

Shared commitment to a healthy Yahara Watershed

The Watershed Council is an alliance of stakeholders committed to protecting and restoring the interconnected system of waterways, wetlands, and lands of the Yahara Watershed. Convened and led by Clean Lakes Alliance, the Watershed Council builds on years of community-driven planning and science-based action – expanding our region’s cross-sector alliance to keep our lakes clean and our beaches open.

A history of collaboration: Yahara CLEAN

Efforts to protect water quality in the Yahara Watershed have deep roots. In 2008, Yahara CLEAN (Capitol Lakes Environmental Assessment & Needs) brought together a small number of local and state governments to identify more than 70 strategies to reduce phosphorus and *E. coli*. In 2011, Clean Lakes Alliance took the lead to expand and convene the next phase of the partnership (Yahara CLEAN 2.0), culminating in publishing the *Strategic Action Plan for Phosphorus Reduction* in 2012 that prioritized 14 phosphorus-reducing actions with a 50% reduction goal.

In 2019, Clean Lakes Alliance expanded this collaboration (Yahara CLEAN 3.0), uniting 19 organizations to evaluate progress and define a shared path forward. Their work included assessing accomplishments and progress to date, bringing together scientists and practitioners to affirm the scientific fundamentals driving water quality conditions in our watershed, and developing a stakeholder action guide called *Renew the Blue*.

Renew the Blue: Our community roadmap

Renew the Blue: A Community Guide to Cleaner Lakes & Beaches identifies the 12 highest-impact actions to improve water quality. These strategies are grounded in science, shaped by community values, and driven by the belief that everyone has a role to play in watershed stewardship. *Renew the Blue* identifies seven direct-action and five indirect-action priorities aimed at reducing runoff, phosphorus, and *E. coli* pollution.

The plan calls for sustaining a broad alliance to implement and track progress—an alliance now taking shape through the Watershed Council.

Watershed Council: Shared values and commitments

The Watershed Council brings together government, nonprofits, businesses, agriculture, and academia. It builds on the 19-member foundation of Yahara CLEAN and invites broader participation, including elected officials and decision-makers committed to watershed health.

Council members recognize that the lakes, lands, and waters of the Yahara watershed define our sense of place and nourish our communities' economic vitality, recreational appeal, and local quality of life. They promote a culture of watershed sustainability and take concerted action to ensure our region implements high-impact practices on land and water and accurately measures progress. The Watershed Council:

- Champions and aligns implementation of the 12 priority actions in Renew the Blue.
- Ensures unified messaging and coordinated implementation across sectors, jurisdictions, and organizations.
- Supports expanded measurement of progress around priority urban and rural land-management practices, including:
 - tracking the ownership of our large-acreage undeveloped urban and rural lands.
 - conducting a shoreline survey.
 - tracking acres permanently protected from development.
 - counting rain gardens.

Clean Lakes Alliance: Convening for impact

Clean Lakes Alliance brings to this work over a decade of leadership in community-based lake stewardship, a proven track record of convening diverse stakeholders, and the organizational infrastructure to support long-term collaboration and impact. The organization has made convening the Watershed Council a strategic priority – dedicating resources to supporting this broad alliance in aligning resources, accelerating implementation, and communicating measurable progress to partners and the public.

Next steps and participation

Invited members of the Watershed Council will sign a Letter of Intent and commit to becoming a Clean Lake Alliance Partner, providing data, resources and participation to support the work and goals of the Watershed Council. The Watershed Council will begin gathering in 2025 and will officially convene in early 2026.



Top Direct-Impact Actions

1. **Build additional manure-processing capacity.** Support farmers in using existing manure-processing facilities or to build their own on-farm systems. Pilot a manure-collection and processing program targeting the critical January-March period with the highest overall phosphorus loading.

2. **Increase the ability to handle and transport manure.** Use composting and other processing techniques to allow for improved timing and targeting of applications. Minimize chemical fertilizer use by substituting with composted manure or other sources of crop nutrients generated within the watershed.

3. **Increase farmland acres guided by a nutrient management plan.** Use plans to improve operational decision-making, ensure the most efficient use of costly nutrient inputs, and reduce the risk of phosphorus loss.

4. **Increase farmland acres under no-till (or reduced tillage) and continuous living cover.** Limit soil disturbance and maintain a living root in the soil with cover/forage crops, harvestable buffer strips, overwintering hay, etc. to build better soil health and reduce erosion.

5. **Increase municipal street-cleaning miles and frequency during fall.** Regularly remove leaf litter from streets to prevent rainwater-leached phosphorus from entering storm sewer systems.

6. **Protect internally drained lands and wetlands.** Use closed depressions (accounting for an estimated 41% of the watershed) to naturally retain and absorb runoff. Maintain and restore wetland function to achieve similar benefits.

7. **Increase green-infrastructure installations in parks, new developments, and on existing residential and commercial properties.** Incorporate nature-based solutions such as rain gardens, bioswales, infiltration trenches, and permeable pavement to capture, absorb, and filter runoff. Use tools such as stormwater utility credits, rate adjustments, and recognitions to reward action.

Top Indirect-Impact Actions

1. **Continue to work together as Yahara CLEAN Compact members.** Maintain ongoing member meetings to collaborate on recommended actions, report progress, and coordinate around new initiatives. Ongoing collaboration should consider how actions might affect the watershed phosphorus mass balance, among other factors.

2. **Increase participation in producer-led watershed groups.** Expand farmer involvement in conservation planning and practice adoption through continued learning, information sharing, and distribution of cost-share incentives.

3. **Complete an inventory of shoreline and beach conditions.** Establish guidelines and criteria for the sustainable design, development, management, and restoration of shorelines and public beaches.

4. **Increase *E. coli* testing at public beaches.** Focus efforts on beaches shown to be most susceptible to problems. Assess *E. coli* bacteria sources at beaches with high closure rates so corrective measures can be taken.

5. **Continue to track and report progress.** Use and support the annual *State of the Lakes Report* as a means of outreaching to the community. Support continued maintenance and operation of stream-gaging stations that track changes in phosphorus loading.

Re: CARPC Personnel Manual Update**Requested Action:**

Approval of the CARPC Personnel Manual

Background:

The Commission amends the personnel manual periodically, as needed. The agency pays for advisory services on HR processes with MRA and HR consultants. We started an end-to-end review of the personnel manual in 2024 to consider gaps and outdated policies.

Staff Comments:

All changes are tracked in the attached version of the manual. A summary of substantive changes is attached also.

Commissioner McKeever has asked to discuss the affirmative action provisions.

The following two items may also be considered before approval:

- The page behind the title page of the manual is called "Mission and Vision Statements and Operating Agreements". **This content seems to be directed toward the Commission rather than the agency. Should this be removed?**
- In 2024, Dane County added a paid holiday for County staff – Indigenous People's Day, the second Monday in October. The County offers 13 paid holidays, including two that CARPC does not – Indigenous People's Day and Veteran's Day (11/11). As another point of reference, the City of Madison offers the same 11 paid holidays as CARPC. **Should CARPC consider offering either Indigenous People's Day or Veterans' Day as paid holidays?**

Attachments:

1. Summary of Substantive Changes (March 5, 2025)
2. CARPC Personnel Manual Update DRAFT 2025_3_5

Staff Contacts:

Jason Valerius, Executive Director
jasonv@capitalarearpc.org
608 474 6010

Next Steps:

N/A

CARPC Personnel Manual Proposed Amendments - 2025

Summary of Substantive Changes

March 5, 2025

General

There are items throughout the current manual described as being in the appendix of the manual. They are all things that may be updated from time to time, independent of the Personnel Manual, such as job descriptions, insurance information, parking fees, expense reimbursement rates, employee evaluation forms, and the salary schedule. These references have been changed to describe their location in the CARPC administrative file system.

Equal Employment Opportunity Statement

Expanded to include all Madison and Wisconsin protected classes, and to describe a duty to report violations.

B-1. Organization Chart

Revised to eliminate reference to separate divisions and to clarify that the org chart is updated as needed, or in the annual budget and work program process.

B-3. Definition of Positions

Full-time status is revised to 30+ hours; Project-Term and Limited-Term categories are consolidated and benefits eligibility is clarified.

C-1. Salary Ranges and Step Increases

New text clarifies the process for performance evaluations, approval or denial of step increases in salary, and an appeal process with the Executive Committee.

C-3. Employee/Commissioner Expenses

The reporting of employee mileage for meetings or events is clarified to exclude travel between home and office.

C-6. Overtime

Language allowing “compensatory time off” is eliminated (if we really need the extra time, additional time off in the same period is not likely helpful to the agency).

D-1. Annual Vacation and Personal Holidays

D-4. Benefit Time Balances

D-6. Carried Forward Paid Time Off

Section D-6. is removed and section D-1. Is modified to clarify how vacation and personal holiday time can be carried forward beyond the end of the year. Section D-4. Is added to ensure reporting of benefit time balances.

F-2. Personnel Evaluation

The process for evaluating the Executive Director is updated to reflect the methods used in December 2024.

F-7. Telecommuting

This section is renamed, relocated and expanded as *H-18. Remote Work*. Revisions clarify that eligibility and allowances are case-by-case and the use of CARPC communication tools and equipment is expected.

H-2. Disability Accommodation

H-3. Pregnancy Accommodation

H-4. Religious Accommodation

H-5. Ethical Conduct

H-13. Workplace Bullying

H-23. Workplace Violence

These are new sections recommended by our advisor.

H-17. Office Hours/Hours of Work

This section is revised to reflect current operations and expectations.

Capital Area Regional Planning Commission Personnel Manual

Adopted on 11 / 8 / 2007

DRAFT Update March 5, 2025

Update History:

12 / 9 / 2010
3 / 10 / 2011
10 / 13 / 2011
1 / 8 / 2015
8 / 9 / 2018
10 / 11 / 2018
11 / 8 / 2018
2 / 14 / 2019 (Appendix E)
3 / 14 / 2019 (Paid Parental Leave)
4 / 11 / 2019 (Miscellaneous Changes)
1 / 9 / 2020 (Miscellaneous Changes)
3 / 20 / 2020 (Health/Dental)
5 / 14 / 2020 (Commissioner Expenses)
6 / 11 / 2020 (Miscellaneous Changes)
10 / 8 / 2020 (Miscellaneous Changes)
1 / 14 / 2021 (Removal of Appendix E)
6 / 8 / 23 (Cell Phone and Telecommuting Policies)
12 / 14 / 23 (Sick Leave Accrual Rate)

CAPITAL AREA REGIONAL PLANNING COMMISSION

MISSION AND VISION STATEMENTS AND OPERATING AGREEMENTS

Mission Statement:

Strengthen the region by engaging communities through planning, collaboration and assistance.

Vision Statement:

A region where communities create exceptional quality of life for all by working together to solve regional challenges.

<i>Theme</i>	<i>Agreements for all meetings internal and external</i>	<i>Changes for CARPC decision-making meetings</i>
Respect	<ul style="list-style-type: none"> • Listen to current speaker • Treat all with respect – speak respectfully of staff • Be responsible for your own needs 	
Participation	<ul style="list-style-type: none"> • All participate – no one dominates • Start with quick introductions 	<ul style="list-style-type: none"> • Commissioners attend at least 80% (10/12) of meetings
Attention	<ul style="list-style-type: none"> • Listen to understand • Minimize side conversations • No interruptions • eDevices for meeting materials only 	<ul style="list-style-type: none"> • Staff may work on other things while in observer chairs
Inclusion	<ul style="list-style-type: none"> • Discussion includes locals • Focus on working together • Critique ideas not people 	
Predictability and Transparency	<ul style="list-style-type: none"> • Start on time • Honor past decisions • Ensure guests know what to expect • Smooth logistics • Offer snacks to all and include healthy options 	<ul style="list-style-type: none"> • Use Robert’s Rules • End on time for segments without public comment

CAPITAL AREA REGIONAL PLANNING COMMISSION
EQUAL EMPLOYMENT OPPORTUNITY STATEMENT

The Capital Area Regional Planning Commission (“CARPC” and the “Agency”) provides equal employment opportunities (EEO) to all employees and applicants for employment without regard to race, color, religion, sex (including pregnancy and related medical conditions, gender identity, and sexual orientation), age 40+, national origin, ~~age~~-disability, ~~or~~ genetic information-, or veteran or military status.

The State of Wisconsin also protects individuals from discrimination based on creed, marital status, ancestry, honesty testing, arrest, or conviction record, use or non-use of lawful products off the employer's premises during nonworking hours or declining to attend a meeting or to participate in any communication about religious matters or political matters, or any other characteristic protected by law.

The eCity of Madison protects individuals (18+) from discrimination based on credit history, declining to disclose social security number, homelessness, receipt of rental assistance, source of income, unemployment status, gender identity and gender expression, less than honorable discharge, physical appearance, political beliefs, familial status, student status, domestic partner status, victim of domestic abuse, sexual assault, or stalking.

In addition to federal law requirements, CARPC and the Agency complies with applicable state and local laws governing nondiscrimination in employment. This ~~policy~~ applies to all terms and conditions of employment, including recruiting, hiring, placement, promotion, termination, layoff, recall, transfer, leaves of absence, compensation, and training.

CARPC and the Agency expressly prohibits any form of workplace harassment based on race, color, religion, ~~gender, sexual orientation, sex including pregnancy and related medical conditions,~~ gender identity or expression, and sexual orientation, age (40+), national origin, ~~agedisability,~~ genetic information, ~~disability,~~ or veteran or military status.-

Improper interference with the ability of the Agency’s employees to perform their job duties may result in discipline up to and including discharge-termination.

Every employee of the Capital Area Regional Planning Commission is expected to support these equal opportunity and nondiscrimination commitments by conducting themselves in a manner consistent with the intent and spirit of this policy.

Any individual who believes they have experienced or observed behavior contrary to these policies is required to report that information to the Administrative Services Manager or Executive Director. All such reports of action contrary to these policies will be taken seriously and investigated promptly. Individuals found to have violated the Equal Employment Opportunity Policies will be subject to corrective action, up to and including termination of employment. No individual will be retaliated against for making a good-faith report of behavior contrary to this policy.

CAPITAL AREA REGIONAL PLANNING COMMISSION
PERSONNEL MANUAL DISCLAIMER

For the purposes of this disclaimer, "CARPC" includes both the Capital Area Regional Planning Commission and its organization.

Employees are responsible for reading this personnel manual ("Manual"), familiarizing themselves with its contents, and adhering to all of the policies and procedures of CARPC, whether set forth in this Manual or elsewhere.

The policies, procedures and standard practices described in this Manual are not conditions of employment. This Manual does not create an express or implied contract between CARPC and any of its employees located in Wisconsin or any other designated locations where this Manual is applicable.- CARPC reserves the right to terminate any employee, at any time, with or without notice or procedure, for any reason deemed by CARPC to be in the best interests of CARPC, as long as the termination does not violate any federal or state laws.

CARPC reserves the right to modify this Manual, amend or terminate any policies, procedures, or employee benefit programs whether or not described in this Manual, at any time, or to require and/or increase contributions toward these benefits programs.

This Manual and the personnel policies contained herein were adopted by CARPC and supersede and replace all previous personnel manuals and personnel policies. Personnel policies are periodically reviewed, in part or as a whole, to ensure that they continue to reflect current human resources standards and are consistent with trends and legislative requirements.

No manager or representative of CARPC other than the Commission, the Executive Director, or a Commission designee is authorized to enter into any employment agreement on behalf of CARPC. Any such agreement, if made, shall not be enforceable unless it is a formal written agreement signed by both the future employee and the authorized CARPC representative.

This Manual is the property of CARPC, and any copies of the Manual in an employee's possession are to be returned to the Administrative Services ~~Coordinator~~ Manager should that employee's employment be terminated for any reason.

**CAPITAL AREA REGIONAL PLANNING COMMISSION
PERSONNEL MANUAL**

TO BE UPDATED
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A. The Regional Planning Commission-

For the purposes of this Personnel Manual, the collective membership appointed to serve on the Capital Area Regional Planning Commission will be referred as the "Commission" and the organization will be referred to as the "Agency."

The Capital Area Regional Planning Commission (CARPC) is the comprehensive areawide planning organization for the Dane County region (the "County"). Created on May 2, 2007, by Executive Order #192 of the Governor through a petition of a majority of local units of government in the County, the Commission consists of thirteen members: -four appointed by the Mayor of the City of Madison from the area of and representing the City of Madison; three appointed by the Dane County Cities and Villages Association from the area of and representing small cities and villages; three appointed by the Dane County Towns Association from the area of and representing towns; and three appointed by the Dane County Executive, one each from the City of Madison, small cities and villages, and towns. CARPC, staffed by professional planners, engineers, and support personnel, is anticipated to be the designated water quality management planning agency for the region that is Dane County, and is responsible for creating and adopting a master plan for the physical development of the region. It is also the census information clearinghouse, providing decennial census information to local governments and other interested parties.-

B. Staff Organization

B-1. Organization Chart

The Agency staff ~~is organized into two programmatic divisions and one administrative division operating~~ operate under the direction of the Executive Director, ~~Agency Director, and Deputy Agency Director.~~ The Executive Director is hired by and serves, ~~under a contract of up to five years, at the pleasure of the Budget and Personnel Panel.~~ Staff serves under the direction of the Executive Director or, if the Executive Director position is vacant, the Agency Director. Staff persons usually undertake program responsibilities within their own division. However, from time to time special projects may draw persons from the other divisions to work on an assignment. Additionally, an Executive Chairperson may be hired by the Commission.

The ~~units~~ organizational chart is updated as needed, or as part of the staff organization are:

1. ~~Division of Community~~ annual Budget and Regional Development Planning. Work Program areas within this division include regional land use planning, local planning assistance, project notification and review activities, housing and community development, basic studies and analysis of population and economic data.
2. ~~Division of Environmental~~ Planning. It is available in the Personnel Resources Planning. Program areas in this division include planning for water resources management and other environmental studies. The division also includes all Agency GIS-related technical support. folder of the Agency intranet.
3. ~~Administrative Support.~~ Administrative activities include clerical and financial duties, human resources, information technology, and website production and maintenance.

B-2. Position Survey Assessment and Approval

~~A position survey~~ An assessment of authorized Agency staff positions is approved as needed as part of the CARPC budget process. This includes regular CARPC employees, and staff positions classified as project-term employees and limited-term employees (see Section B-3 [Definition of Positions]).

B-3. Definition of Positions

Regular Full-Time Employee. An employee hired to work ~~a 40-hour~~ 30 or more hours per week on a continuing basis. Full-time employees are typically expected to work 40 hours per week. The Employment Agreement will define work hours' expectations. These employees accrue full benefits of the Agency.

Regular Part-Time Employee. An employee hired to work less than ~~40~~ 30 hours per week on a continuing basis. These employees accrue ~~benefits, including~~ paid time off, sick time and holiday time in proportion to hours worked.

Project Limited-Term Employee (PTELTE). A full- or part-time employee hired for ~~the length of a particular project or assignment.~~ These employees are subject to the same obligations and benefits as regular full- or part-time employees, including Wisconsin Retirement System (WRS) if they are expected to work at least one year (365 consecutive days) and at least 1,200 hours in that year. If the employee participates in WRS, they are eligible for group life insurance.

Limited Term Employee (LTE). An employee hired for a limited duration, as defined

in the Employment Agreement, to provide a needed staff service of limited scope. LTE appointments are reviewed at six month intervals. An LTE may become healthcare, vacation, sick and holiday time eligible if working 90 calendar days or more or expected to do so. See the Administrative Services Manager to identify current eligibility. An LTE employee is eligible for worker's compensation; unemployment compensation, if eligible under Wisconsin state law; bus pass assistance; and WRS if they are expected to work at least one year (365 consecutive days) and at least 1,200 hours in that year. If the employee participates in WRS, they are eligible for group life insurance. Provisions may be made for other leaves.

~~**Extra Hire Employee.** An employee hired on a short-term basis and paid hourly. These employees participate in WRS if they are expected to work at least one year (365 consecutive days) and at least 1,200 hours in that year. If the employee participates in WRS, they are eligible for group life insurance.~~

Intern. A student actively enrolled in a credited higher-education program and provided a structured learning experience in a professional setting that allows them to gain valuable work experience in a chosen field of study. Internships typically require at least 10 hours per week during the fall and spring semesters and either part-time or full-time during the summer. The intern position is not eligible for benefits.

Executive Chairperson. The Executive Chairperson is may be hired by the Commission to perform outreach ~~for a total of 20 hours per month~~ for which they receive a salary and a W-2 for the previous year's salary.

Commissioner. An individual who may be appointed to serve on the Commission by one of four appointing authorities. With the exception of the Executive Chairperson, Commissioners (1) are independent contractors; (2) receive a per diem amount determined yearly in the budget for any days they represent the Commission at meetings or events; (3) receive travel expenses and mileage at the standard federal mileage rate; and (4) receive a Form 1099 for any annual per diem that equals or exceeds \$600.-

B-4. Job Descriptions

A **generic job description** of each level, applying to all positions within that level. ~~These job descriptions are included in Appendix A (Job Descriptions).~~ are available on the Employee Intranet>Personnel Resources. The salary ranges, as shown in each generic job description, refer to the CARPC Salary Schedule found in the Employee Intranet>Personnel Resources.

~~The salary ranges, as shown in each generic job description, refer to the CARPC Salary Schedule in Appendix E (Frequently Reviewed Information).~~

C. Compensation

CARPC employees are paid on a bi-weekly basis through direct deposit of checks into the employee's bank account or other employee account that accepts ACH checks. If an employee needs to change the account used for direct deposit, the employee should contact the Administrative Services ~~Coordinator~~Manager for the correct form.

Commissioners receive reimbursement for travel expenses and per diem through checks mailed to them after every calendar quarter.-

Pay Day is every other Thursday according to the Pay Schedule in place.

The Pay Schedule is found on the Employee Intranet> Personnel Resources.

C-1.- Salary Ranges and Step Increases

The Agency has established and maintains salary ranges and a salary schedule. The CARPC Salary Schedule is found in Appendix E (Frequently Reviewed Information)- presents the current salary schedule; the Employee Intranet>Personnel Resources. The salary range for each position is shown in the generic job descriptions provided in Appendix A (Job Descriptions). The CARPC Salary Schedule is reviewed annually to ensure that the Agency's wages are competitive, but the Agency cannot guarantee that an employee's salary will increase every year.-

1. Employees shall be hired at no less than the first or minimum step of their classification and shall be advanced to the second step or the next higher step effective as of the first day after the employee successfully completes their first annual evaluation (see Section F-2.1.b.). Following satisfactory performance and completion of each subsequent year of employment, an employee shall be advanced one step within the salary range of that position. Determination of satisfactory performance shall be made by the Executive Director with the recommendation of the employee's immediate supervisor and Division Director and shall be based on the personnel evaluation (see Section F-2 [Personnel Evaluation]). The written evaluation shall give the reasons for the denial and shall be appealable._

—Performance evaluations (see Section F-2 [Personnel Evaluation]) shall be conducted by the Executive Director with input from the employee's immediate supervisor (if other than the Executive Director) and shall be documented in writing. If the Executive Director determines that performance has not been satisfactory, the written evaluation shall give the reasons for the denial and the step increase shall not occur denial of a step increase. Such findings and denial shall be appealable to the Executive Committee, arranged in consultation with the Commission Chair.

1-2.

2-3. With approval of the Executive Committee, the Executive Director may hire employees at steps above Step 0 in which case they will be advanced to steps above as is provided in paragraph 1 of this section.

3-4. An employee who is transferred laterally to another position carrying the same salary range shall receive the same salary increment steps as though they had remained in their formerly held position.

C-2.- Concerns About Pay

CARPC follows the federal and state wage and hour laws (Fair Labor Standards Act).

Those laws have a variety of provisions, including differing requirements for wages, overtime, vacation, absences, etc., for hourly and salaried exempt employees. That is why there are differing policies on these issues in this Personnel Manual, based upon salary and hourly status. If an employee has any concerns about their pay, or ~~believe~~believes there have been errors in payment ~~amount~~, in withholding or in deductions in pay for absences or other issues, the employee should promptly inform ~~their supervisor~~the Executive Director or the Administrative Services ~~Coordinator~~Manager. The employee should be specific in identifying the concern or error. The Agency will review the concern and will correct any errors as quickly as possible.

Each employee has the right to raise concerns. The Agency appreciates employees' concerns because it allows the Agency to be aware of and correct pay issues before they continue and become "accounting" issues. No employee will suffer retaliation for raising a concern about pay.

C-3. -Employee/Commissioner Expenses

1. Compensation may be claimed for mileage expenses incurred during use of any employee's or commissioner's personal automobile in the performance of their duties. ~~Such For employees, such~~ reimbursement shall not include normal daily transportation ~~from between home and office. Employee trips for agency business that start or end at the employee's residence to the office and return, but may~~ shall not include ~~such travel when necessary for evening~~ the distance between home and other special meetings. See Appendix E (Frequently Reviewed Information) for office if traveling past the current mileage rate ~~office, nor shall the distance between home and office be added if the trip does not pass by the office. Mileage reimbursement rates are set annually by the IRS and are posted on the Employee Intranet>Personnel Resources.~~
2. Costs for meals and incidental expenses will be reimbursed using federal Meals and Incidental Expenses (M&IE) guidelines. Employees and commissioners will also be reimbursed for reasonable lodging, parking, toll, and travel fares while performing official duties. For travel outside of Dane County, or for expenses that are anticipated to be higher than normal, prior approval must be obtained from the employee's supervisor and authorization from the Executive Director. The cost of alcoholic beverages appearing on a meal receipt plus any sales tax or fees charged for such beverages will not be reimbursed to the employee or commissioner. Meals purchased in lieu of meals paid for through a registration fee will also not be reimbursed to the employee or commissioner. ~~See Appendix E (Frequently Reviewed Information) for current M&IE rates.~~
3. Claims for reimbursement of all employee or commissioner expenses shall be filed on expense reports furnished by the Agency with receipts attached for all food expenses and other reimbursable expenses over \$10.
4. Expense reports will be checked by the Administrative Services ~~Coordinator~~Manager for accuracy in computation, and by the Executive Director for compliance with these rules and policies. Any claims which, in the opinion of the Executive Director, appear excessive may be disallowed.
5. Travel advances may be applied for by submitting an itemized estimate of costs to

~~the Administrative Services Manager~~ prior to ~~the meeting of the Executive Committee.~~ travel. An advance may be applied for only when ~~the~~ estimated reimbursement will exceed \$100. Such advances require the approval of the Executive Director. The employee who received the advance will be expected to repay any payment overage after ~~the~~ travel has been completed.

6. See ~~Chapter G~~Section (Staff Development) for additional information concerning employee expenses related to staff development.-

C-4.- Final Pay

Employees whose employment with the Agency is terminated for any reason other than retirement shall be paid for days worked since the last salary payment and for allowable vacation, personal holidays, wellness hours, travel expenses, and overtime/comp time (for non-exempt employees) that the employee has accumulated. See Section D-8 (Retirement) for disbursement of accrued paid time off to retiring Agency employees.

Allowable vacation time shall be accumulated in accordance with Section D-1 (Annual Vacation and Personal Holidays), expressed in hours and multiplied by the employee's hourly rate in effect on the last day of employment.

Travel expenses incurred prior to the effective date of resignation will be paid as soon as possible after Executive Committee approval of the former employee's or commissioner's expense report(s).

Final payment of any monies due, with the exception of monies held for (1) payment of future health and/or dental benefits; or (2) payment of travel expenses (see above), will be made in one lump sum at the next regular payday following the last day of employment. Any necessary deductions will be subtracted from the final pay amount.

C-5. -Mandatory Payroll Deductions

Each eligible employee shall be a participant in WRS as provided by Wisconsin statutes and rules established by the state Employee Trust Fund Board. The Agency and each eligible employee shall each pay their share of contributions to WRS as required by law (Wis. Stat. § 40.05). Employees may also make additional contributions to their WRS accounts as long as they remain employed under WRS.-

The Agency and all employees shall also pay their share of Social Security and Medicare taxes as required under the Federal Insurance Contributions Act (FICA).

C-6. -Overtime

1. It is the Agency's policy that non-exempt employees shall not work more than 40 hours in a ~~week without advance written approval by the Executive Director.~~ work week. A non-exempt employee is eligible for overtime pay (one and one-half times the employee's regular rate) for all hours worked in excess of 40 hours in a ~~7-day work~~ week, and paid on their next regular paycheck. Any overtime requires ~~the~~ prior approval ~~of~~by the Executive Director. Paid time off, including holidays, is not counted toward the 40- hour work week. If the

employee receives paid time off during a work week, the employee must still work over 40 hours during the same work week in order to earn overtime at the time and one-half rate.

~~2. Compensatory time off may be allowed instead of overtime pay. If possible, overtime hours shall be taken off during the same pay period in which they are earned or the following pay period. Accrued overtime hours may be taken off after the pay period in which they are earned with written notification of the immediate supervisor specifying when the employee expects to use the accrued overtime and documentation of overtime hours earned. For blocks of four or more hours, time taken off should be arranged with the supervisor in the same manner as vacation time.~~

2. The Work Week begins on Sunday and ends on Saturday.

C-7.- Time Reporting

All employees must prepare a time sheet for each bi-weekly pay period to account for time spent working on various activities and for paid time off. The Agency’s time sheet recording process is through a third-party provider. For instructions about how to prepare the time sheet, see the Administrative Services Coordinator/Manager. Time sheets should be prepared and submitted online for approval promptly at the end of each pay period to facilitate the Agency’s payroll procedures. See the Pay Schedule for the dates timecards are due.

The Bi-weekly Pay Schedule can be found on the Employee Intranet >Personnel Resources.

D. Time Off

D-1. -Annual Vacation and Personal Holidays

1. **Vacation.** All regular full-time, regular part-time, and PTEeligible LTE employees shall be entitled to annual vacation each calendar year, pro-rated based on their FTE classification. Vacation time shall be earned on a pro-rated basis each bi-weekly pay period according to the schedule below. The calendar month of compensated service shall be any month in which an employee shall be compensated for at least 13 days of work (actual work hours and used paid time off, both ~~prorated~~pro-rated by employment classification) during the month. Employees on unpaid FMLA leave will not accrue vacation hours while on leave.

Years of Employment	Hourly*		R Range*	
1 through 5	2 weeks	<u>3.08 hours/pp</u>	3 weeks	<u>4.62 hours/pp</u>
6 through 10	3 weeks	<u>4.62 hours/pp</u>	4 weeks	<u>6.15 hours/pp</u>
11 through 14	3 weeks, 4 days	<u>5.85 hours/pp</u>	4 weeks 2 days	<u>6.77 hours/pp</u>
15 through 20	4 weeks, 2 days	<u>6.77 hours/pp</u>	5 weeks 3 days	<u>8.62 hours/pp</u>
21 and up	5 weeks, 2 days	<u>8.31 hours/pp</u>	6 weeks	<u>9.23 hours/pp</u>

*hours/pp means “hours per pay period”

- a. Employees may select the times to use vacation periods during the yearselect when to use their vacation time, subject to concurrence by the ~~Division Director or~~ Executive Director. It is Agency policy to encourage employees to

use all vacation credits annually, including one full week away from work. If, however, because of ~~labor shortage or~~ work requirements an employee decides to delay the use of their vacation time, ~~it shall remain to the employee's credit.~~ remaining hours may be carried forward into the next calendar year. If carried-forward vacation hours are not taken by the end of that next calendar year, the employee may be able to roll excess hours into a Vacation Bank. If the Vacation Bank is full, the employee loses the carried-forward hours.

- b. **Vacation Bank.** At the end of a calendar year, any excess vacation hours from the prior year will be automatically rolled into the employee's vacation bank. No more than 80 hours of vacation leave may be retained in a ~~Vacation-vacation Bank.~~ nk for each employee, upon written request of the employee and approval by the Executive Director. All hours held in the ~~Vacation-vacation b~~Bank shall be fully earned and remain to the credit of the employee until used or paid upon termination. The Administrative Services Manager will prepare a report on vacation and vacation bank balances for each employee in June of each year. If hours held in an employee's Vacation Bank are used, they will be replenished automatically as the employee accumulates new vacation hours. See Section D-8 (Retirement) for payment of Vacation Bank hours to retiring Agency employees.

2. **Personal Holidays.** Up to 32 hours of Personal Holidays will be granted the first pay period in February to each regular full-time, regular part-time, ~~and PTE~~ employee who works a minimum of 20 hours per week. An employee must be compensated for at least 13 days of work in January (actual work hours and used paid time off, both prorated by employment classification) in order to receive the additional hours of Personal Holidays. Eligible employees who do not work 40 hours a week will receive pro-rated Personal Holidays. Personal Holidays will be awarded at one time for the entire calendar year. Personal Holidays for employees who are hired during the year will be prorated based on the number of pay periods left in that calendar year. Eligible LTE employees may receive Personal Holidays.

Unused Personal ~~D-2~~ Holidays

Holidays may be carried over to the following year but must be used by the end of that Calendar year or the unused Personal Holiday hours carried over from the previous year will be forfeited.

D-2. Holidays

1. All regular full-time, regular part-time (works a minimum of 20 hours per week), and ~~PTE~~eligible LTE employees shall be entitled to the following named holidays with pay: ~~January 1 (~~

~~New Year's Day), the third Monday in January (~~

~~Martin Luther King, Jr. Day), the last Monday in May (~~

- ~~_____ Memorial Day), June 19 (~~
- ~~_____ Juneteenth), July 4 (Day (June 19th)~~
- ~~_____ Independence Day), the first Monday in September (~~
- ~~_____ Labor Day), the fourth Thursday of November or the day appointed by the Governor as~~
- ~~_____ Thanksgiving (~~
- ~~_____ Friday following Thanksgiving Day), the day first following Thanksgiving, December 24 (~~
- ~~_____ Christmas Eve), December 25 (~~
- ~~_____ Christmas Day), and December 31 (~~
- ~~_____ New Year's Eve) in each year.~~

~~1-2.~~ Whenever any of said holidays shall fall on Sunday, the succeeding Monday shall be the holiday; if the succeeding Monday is also a said holiday, or if said holiday falls on a Saturday, or on a regularly scheduled day of work or a regularly scheduled day off, the employees affected shall be granted a compensatory day off, with pay, to be selected by the employee within the same or the following two pay periods subject to approval of the appropriate ~~Division~~ by the Executive Director. Part-time employees will receive proportional holiday benefits.

D-3. -Leaves

1. Sick Leave

- a. **Definition.** Sick leave is absence with pay caused by: an employee's illness or temporary disability, including pregnancy, injury, or exposure to a contagious disease, need to provide emergency care to a member of the employee's immediate family, and appointments for medical and dental services.
- b. For the purposes of this section, an employee's immediate family is: - spouse, children, step children, foster children, siblings, step-siblings, parents, step parents, foster parents, grandchildren, grandparents, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law and daughter-in-law, and other relatives of the employee, spouse or family partner residing in the employee's household.
- c. **Reporting.** An employee who uses sick leave should notify ~~their~~ direct supervisor or the Executive Director and Administrative Services ~~Coordinator (or designee)~~ Manager in a timely manner.
- d. **Accrual.** Sick leave will be accrued at the rate of ~~five and one half (5.5)~~ 50 hours on a pro-rata basis each pay period during which a regular full-time,

- regular part-time, or PTEeligible LTE employee receives compensation for 4030 or more hours of work (actual work hours and used paid time off, both prorated by employment classification). Employees on unpaid FMLA leave will not accrue sick leave while on leave. Sick leave may be accrued to a maximum of 1,700 hours (212.5 days).
- e. **Extension.** Sick leave may be extended by using vacation credits after the employee has exhausted their sick leave credits.
 - f. **Doctor's Note.** A doctor's note may be required by the Agency for an employee who is absent four or more consecutive workdays due to the employee's illness.
 - g. **Donated Sick Leave.** At the discretion of the Executive Director, an employee shall be allowed to donate, in eight-hour increments, up to 40 hours of available sick leave to a fellow employee who has exhausted all paid time off benefits and, owing to catastrophic illness or injury as determined by the Executive Director, is unable to return to work during the long-term disability insurance waiting period. To be eligible to receive donations of sick leave, an employee must have been employed on a regular full-time basis for at least six calendar months, must be suffering from a catastrophic illness or injury, and must have exhausted all accrued paid time off benefit balances. In order to donate unused sick leave, an employee must maintain a minimum sick leave balance of 120 hours. Requests to donate time shall be made to the Executive Director. Upon approval of the Executive Director, the Administrative Services Coordinator/Manager will keep appropriate records of any donated sick leave time, asking the Agency's third-party accounting firm to debit and credit employee accounts as appropriate. Donated time shall be used on a first-in, first-out basis, and be paid at the receiving employee's rate of pay. Any unused donated time shall be returned to the account of the donor employee. Employees will be eligible to receive a maximum of 480 hours of donated sick leave time per illness or injury. Program participation would end once an employee returns to work or becomes eligible to receive long-term disability and/or retirement benefits. Any paid benefit time earned by an employee during the period that employee is receiving donated sick leave time must be used before the use of additional donated time. There will be no payout of any unused donated time. The illness or injury in question cannot be one that is occupationally related and where the employee is eligible for worker's compensation.
 - h. **Supplemental Sick Leave Bank.** If an employee has reached the maximum number of hours allowed for conversion at retirement (the "cap"), the Agency will automatically deposit unused, accrued sick leave hours above the cap into a supplemental sick leave bank at the end of each payroll year. The hours deposited in the supplemental sick leave bank may only be used during any absence caused by a medical condition that would be covered under the Family and Medical Leave Act (FMLA). The condition must be confirmed in writing by the treating physician, but the Agency will not require employees

to submit the Health Care Provider Certification required for an FMLA leave. Employees may use the supplemental sick leave bank even if they have exhausted the number of hours available under the limitations of the FMLA during a rolling calendar year. The number of hours deposited in the supplemental sick leave bank shall be limited to 480 hours, and will not be included as part of any retirement conversion.

2. **Family and Medical Leave.** Eligible employees shall be entitled to family and medical leave without pay for a period not to exceed three months in any 12-month period. Employees may choose whether to use paid time off or be unpaid during this leave. Eligible employees include those who have worked for the Agency for at least 12 months, and have at least 1,250 hours of service for the Agency during the 12-month period immediately preceding the leave. Commencement of and return from such leave shall be at the times certified by the employee's doctor, if required by the Executive Director. Whenever possible, the employee shall notify ~~their Division Director~~ the Administrative Services Manager 30 days prior to the commencement of the leave by completing the Family and Medical Leave Act Request (FMLA). The employee shall be entitled to return to their previous position by giving 14 ~~days~~ days' written advance notice to ~~their Division Director or the Executive Director~~ Administrative Services Manager. Refer to Section E-1 (Health/Dental Insurance) regarding health/dental coverage while on FMLA leave. See Appendix A for the FMLA General Notice
3. **Death in Immediate Family**
 - a. Regular full-time, and regular part-time, ~~and PTE~~ employees shall be allowed three consecutive workdays leave with pay within the current or following pay period in the event of the death of such employee's mother, father, grandparents, spouse, children, brother, sister, mother-in-law, father-in-law, brother-in-law, sister-in-law, son-in-law, daughter-in-law, member of alternative family, grandchildren, stepchildren, stepparents, foster children or foster parents. Such leave shall be prorated for regular part-time and ~~PTE~~ eligible LTE employees.
 - b. In the event of the death of a member of the employee's family, other than those set forth in paragraph 3.a. above, leave may be granted at the discretion of the ~~Division Executive Director or section supervisor~~. In the absence of compensatory leave time, the leave may be charged to accrued sick leave with the approval of the ~~Division Executive Director or section supervisor~~ Administrative Services Manager.
4. **Military Leave.** Employees who serve in U.S. military organizations or the state national guard may take the necessary unpaid time off to fulfill this obligation. The employee is expected to notify ~~their supervisor~~ the Administrative Services Manager as soon as the employee is aware of the dates they will be on duty so that arrangements can be made for replacement during this absence. For military service less than 31 days, the Agency will continue to provide health care coverage as if the service member had remained employed. For military service

more than 30 days, individuals may elect to pay for health care coverage through the Agency for up to 24 months. Continuation of other benefits exceeding ten business days requires approval of the Commission.

5. **Jury Duty.** A regular full-time, regular part-time or ~~PTE~~eligible LTE employee called to jury duty shall be paid the difference between their remuneration for jury duty and their regular pay, or the employee may elect to use accumulated paid time off in which case they shall receive pay for jury service plus full pay.
6. **Special Leaves of Absence.** Special leaves of absence, other than for family and medical leave, may be requested without pay by a regular full-time, ~~or~~ regular part-time, ~~or PTE employee~~ for a period not to exceed six months. The employee must submit an application to the Administrative Services Manager and the Executive Director ~~Director or their Division~~ Director setting forth the reasons for the request, including any potential benefits to the Agency. Approval shall be in writing by the Executive Director. The employee shall be entitled to return to their former position by first giving 14 calendar days' notice of their intention to return to work. See Section G-1 (Training and Education) for unpaid leaves for advanced education.
7. **Paid Parental Leave.** Agency employees who meet the eligibility criteria and have a qualifying event will be granted up to 240 hours of Paid Parental Leave (PPL) once per calendar year.
 - a. Definitions
 - (1) Child(ren) – is defined as a person under the age of 18. For the purposes of this policy, the child's parent must be an employee of the Agency.
 - (2) Eligible employee – is defined as an employee of CARPC who is entitled to accrue leave balances and who has a qualifying event. Limited term employees and extra hire employees are excluded from this policy.
 - (3) Paid Parental Leave – is defined as up to 240 hours of paid leave to enable an employee to care for and to bond with their newborn or newly adopted child.
 - (4) Parent – is defined as a person identified as a parent on a child(ren)'s birth certificate, adoption certificate, or a certified copy of a foreign adoption order that has been registered with the State of Wisconsin, or other legal document certifying an adoption.
 - b. Qualifying Event
 - (1) Definition: A qualifying event is defined as the live birth or adoption of a child. For foreign adoptions, the qualifying event is the date the child enters the United States.
 - (2) Placements excluded: Foster care, kinship care, guardianship, and other child welfare placements are not qualifying events under this policy.
 - (3) Additional limitations:
 - (a) Sperm donors do not incur a qualifying event under this policy.
 - ~~(b)~~ Still births are not covered under this policy.
 - (4) Surrogacy clarified: Employees receiving a child from a surrogate

incur a qualifying event under this policy. An employee serving as a surrogate does not incur a qualifying event under this policy.

- (5) Multiples: In the case of multiple births (twins, triplets, etc.), all children are treated as one qualifying event. In the case of multiple children being adopted at the same time, all children are treated as one qualifying event.-
 - (6) One qualifying event per calendar year: In the case of multiple qualifying events by an employee in the same calendar year, the eligible employee will be entitled to only one instance of PPL.-
- c. General Provisions
- (1) PPL may be used with other forms of leave. PPL may be used consecutively with sick leave, vacation leave, sabbatical leave, unpaid leave, and other forms of leave available to the employee.
 - (2) PPL shall run concurrently with leave provided under the FMLA, if an employee is eligible for FMLA. Employees eligible for FMLA shall apply for and be covered under FMLA concurrently with PPL. Employees not eligible for FMLA shall apply for a leave of absence and use this leave of absence concurrently with PPL.-
 - (3) Eligible Employees must use all of their PPL within six months of the qualifying event. Any portion of the PPL remaining after six months is forfeited. The start date of an employee's PPL is at the employee's discretion, as long as the employee's PPL balance has not yet been forfeited.
 - (4) Employees may use PPL intermittently, provided that such use is segmented into no more than three blocks of time, where each block of time is at least one (1) scheduled day of work.
 - (5) Employees on PPL will continue to receive non-salary fringe benefits (dental insurance, health insurance, disability insurance, health insurance, sick leave accrual, vacation accrual, personal hours) provided under the provisions of this Personnel Manual on the same basis as if working. If an official holiday, as shown in Section D-2 Holidays, occurs while the employee is on an approved PPL, the employee will receive holiday pay as if working. Holiday hours do not count against the hours of an approved PPL.
 - (6) The employee's portion of insurance premiums or any other benefits must be paid by the employee at the same time, and in the same amount, as would be required if the employee was not on PPL.-
 - (7) Employees may only be approved for PPL once during a calendar year.
 - (8) This policy is not retroactive for any employee who is on a previously approved leave for the birth or adoption of a child.-
 - (9) If both parents of a qualifying event are Agency employees, each employee receives an annual PPL benefit.
 - (10) Employees must provide documentation in a timely manner. Timely responses from employees are required in two ways:
 - (a) Documentation of the upcoming qualifying event is required with the Leave of Absence Request Form; and
 - (b) Within one week after the qualifying event, employees must provide notification to the Administrative Services ~~Coordinator~~Manager that the qualifying event has occurred.

d. Procedures

- (1) Employees who are eligible and anticipate experiencing a qualifying event must fill out and submit a Leave of Absence Request Form. This form must be submitted at least 30 days in advance of the anticipated date of the qualifying event, and must include the employee's expected start date and expected return date. See the Administrative Services ~~Coordinator~~Manager for the form.-
- ~~(2)~~ ~~(2)~~ Eligible employees must provide timely documentation of the upcoming qualifying event. Forms of documentation include:-
 - ~~(a)~~ ~~(a)~~ — a health care certification from a medical doctor;-
 - ~~(b)~~ ~~(b)~~ — a certified copy of an adoption order listing the eligible employee as a parent; or-
 - ~~(c)~~ ~~(c)~~ — a certified copy of a foreign adoption order registered in the State of Wisconsin.
- ~~(3)~~ ~~(3)~~ Employees must sign the form acknowledging that they understand the PPL policy, they intend to return to work, and indicate a return date.
- ~~(4)~~ ~~(4)~~ The Administrative Services ~~Coordinator~~Manager will review the form and determine if the employee is eligible and will have a qualifying event. If the employee qualifies for PPL, the ~~Agency~~Executive Director will approve the request, and the Administrative Services ~~Coordinator~~Manager will notify the employee.
- ~~(5)~~ ~~(5)~~ The appropriate amount of time will be loaded into the employee's Paychex account once the employee has been approved for PPL.
- ~~(6)~~ ~~(6)~~ Regular full-time or Project Term full-time employees who have had their request approved will receive 240 hours of PPL. Regular part-time or Project Term part-time employees who have had their request approved will have their benefit time prorated according to their employment status (for example, a regular part-time employee who works 40 hours per pay period and who is approved will receive 120 hours).
- ~~(7)~~ ~~(7)~~ Employees are only able to use this time after the qualifying event. Employees cannot use this time before the event.
- ~~(8)~~ ~~(8)~~ If the date of the qualifying event is different from the anticipated date submitted on the form, it is the responsibility of the employee to notify the Administrative Services ~~Coordinator~~Manager.
- ~~(9)~~ ~~(9)~~ No later than one week after the qualifying event, employees shall provide notice to the Administrative Services ~~Coordinator~~Manager that the event occurred. Notice may take the form of a phone call or email.

D-4. Benefit Time Balances

To help employees track and manage their benefit time, the Administrative Services Manager will prepare annual reports for each staff person by October 31. The Benefit Time Balance Report will include the current balance, current accrual rate and anticipated year-end balance for each category of benefit time that employees are able to earn and retain: vacation, vacation bank, personal holidays, and sick leave. The report will also indicate the amount of vacation and personal holiday time carried forward from the prior year that must be used by the end of the current year.

D-45.- Wellness Policy

Employee productivity, job satisfaction, performance, and morale are directly related to employee health and well-being. Thus, the Agency encourages its employees to engage in activities and programs that contribute to overall employee wellness, to the extent permitted by law and this Personnel Manual. Furthermore, the Agency offers a disability insurance option to its employees (see Section E-3 [Disability Insurance]) which is meant to encourage the maintenance of employee health and well-being.

D-56. -Unpaid Time Off / Reduced Work Hours Program

This program provides the ability of regular full-time, ~~or~~ regular part-time, ~~or PTE~~ employees to voluntarily take unpaid time off or to reduce regular work hours without reducing non-salary benefits. "Unpaid Time Off" refers to unpaid leave hours, to be used similar to vacation time, but without pay; "Reduced Work Hours" refers to a reduction of regular weekly or bi-weekly hours of work.-

1. **Participation.** All regular full-time, ~~and~~ regular part-time, ~~and PTE~~ employees shall be eligible to participate in a Voluntary Unpaid Time Off/Reduced Work Hours program. This program shall be strictly voluntary and dependent upon the Executive Director's approval. No employee shall be required to participate in the program. Request for participation in the program shall be in writing and must be signed by both the participating employee and the Executive Director. Participation shall be on an annual basis, although participation may cease during the year pursuant to Section -D-5.7. below.
2. **No Impact on Employment Decisions.** An employee's participation or non-participation in the program shall not be considered by CARPC in making any employment decisions regarding the employee.-
3. **Impact on Non-Salary Benefits.** Employees participating in the program shall continue to receive all group insurance benefits and accrue all leave and Personal Holiday hours on the same basis as if actively working outside the program. Salary earnings, employer-paid FICA contributions, WRS contributions, and years of creditable service to WRS shall be reduced in accordance with the reduction of hours worked.-
4. **Maximum/Minimum Participation.** Unpaid Time Off in this program shall be for a duration of not less than 40 hours and not more than the number of vacation hours the employee would earn in one year. Reduced Work Hours in this program shall be for not less than 104 hours and not more than 208 hours.
5. **Application of Program Hours.** Unpaid Time Off hours shall be taken in the same manner as vacation leave, which require supervisor authorization prior to use. Reduced Work Hours shall be in accordance with the written request for participation as approved by the Executive Director, ~~and~~ shall be applied in a consistent manner throughout the program year.-
6. **Payroll Deduction.** Participating employees who are FLSA exempt must authorize the deduction of all program hours spread over the entire payroll year (26 or 27 pay periods).—

7. **Withdrawn or Modified Participation.** Should a participating employee experience unforeseen hardship or circumstance, the employee may modify or withdraw from program participation within the program year, dependent upon the Executive Director's approval. The request to modify or withdraw shall be in writing and signed by both the employee and Executive Director. The corresponding payroll deduction shall be adjusted accordingly.-
8. **Required Considerations.** In considering requests for participation in the program, the Executive Director must determine whether the requested time off or reduced work schedule represents a significant hindrance or conflict with the adopted work program or budget.-

~~D-6. Carried Forward Paid Time Off~~

~~When vacation, personal holidays, and/or wellness hours are not taken during the year in which they are earned, such remaining hours may be carried forward into the next calendar year, upon notice of the employee to the Division Director or Executive Director. Except as provided for in Section D-1 (Annual Vacation and Personal Holidays), if carried forward vacation, personal holidays, and/or wellness hours are not taken by the end of that next calendar year, the employee loses the carried-forward hours. For sake of clarity, sick leave is not included in this policy (see Section D-3 [Leaves]).~~

~~D-7. Employee Disability or Death-~~

1. **Disability.** Employees who become totally disabled and, by retirement or disability, are eligible for at least the minimum Wisconsin Retirement Fund and/or Social Security retirement or disability benefits and who have exhausted their sick leave, shall be allowed to continue to participate in the Agency's group health and/or dental insurance plan(s) until they die or become eligible for Medicare Plus coverage. The individual shall pay all monthly premiums or contributions directly to the medical and/or dental provider prior to the 10th day of the month preceding the month of coverage.

Employee Death. If an employee dies, any remaining funds from paid time off balances shall be used to purchase health/dental insurance under COBRA for the surviving spouse and/or dependents as long as the spouse and/or dependents ~~was/were~~ already covered under the Agency's health/dental insurance policy ~~for at least three months the time of death.~~ There shall be no monetary payout to the surviving spouse and/or dependents. The health provider is the same as the one used by active employees.-

~~D-8. Retirement~~

1. A retiring Agency employee must have the following qualifications to participate in the Agency's retirement program:
 - a. Employee must be a regular full- or part-time permanent employee.-
 - b. Employee's age in the year of retirement must be 55 or older.-

- c. Employee must be retiring from CARPC service.
2. An employee who retires from Agency service is allowed to have their accrued vacation (including Vacation Bank), personal, and wellness hours, plus a maximum of 212.5 days (1,700 hours) of sick leave credits (not including any hours deposited into the Supplemental Sick Leave Bank), converted to monetary value (hours times last hourly rate) which shall be available, at the retiring employee's option, to be placed in a (a) medical/dental reimbursement trust, known as the PRIME Plan, or (b) 401(a) Benefit Plan. Placement in one of these two options is mandatory for each retiree, and placement of retirement funds may only be made into one of the options. A retiring employee must give the Agency enough advance notice before retirement so that an exit interview can be conducted during which time their choice of option will be recorded. With ~~supervisory~~ approval by the Executive Director, a retiring employee may use accrued paid leave time (excluding sick leave) to extend their retirement date.

3. Retirement Plans

- a. The PRIME Plan is for the reimbursement and/or payment of allowed medical and dental expenses. No direct payments to the retiree are possible without proper medical/dental documentation. At the time of retirement, the Agency will place the funds into the retiree's PRIME Plan, and the retiree may choose to continue coverage under the Agency's health and dental plans or choose to get coverage under another health and/or dental plan not associated with CARPC. (Retirees may defer their participation in the Agency's health and/or dental plans for up to ten years.) The retiree and the Agency do not pay any FICA or Medicare taxes on funds deposited into the PRIME Plan, and the retiree's payment of income taxes for funds is deferred until the funds are withdrawn from the retiree's account. Also, regardless of the medical/dental insurance policy chosen, Medicare will be the primary insurance with the medical/dental insurance being the secondary insurance if the retiree has enrolled in Medicare.

~~b.4.~~ The 401(a) Benefit Plan allows CARPC to deposit all of a retiree's payout (or part of based on IRS regulations) into a tax-qualified account for which the retiree and the Agency pay no FICA nor Medicare taxes, and payment of income taxes by the retiree is deferred until the funds are withdrawn from the retiree's account.-

~~4.5.~~ **Retiree Life Insurance.** If an employee retires at age 65 or later and had life insurance as an employee, the retiree's basic life insurance coverage will continue in a reduced amount for life without cost to the retiree. (See the ETF Life Insurance website <https://etf.wi.gov/benefits/benefits-provided-etf/life-insurance>, or contact the Administrative Services Coordinator ~~at~~ <https://etf.wi.gov/benefits/benefits-provided-etf/life-insurance>, or contact the Administrative Services Manager for more details.)

~~5.6.~~ **Rehiring of Retired Former Employees.** Retiring employees have a 75-day "break

in service” period which must be met for the retiree to not lose their WRS retirement annuity. (Refer to Chapter 14 of the WRS Administration Manual for the required conditions of a valid termination.) For Agency employees who leave the Agency’s employ and then return, all periods of employment as an Agency employee would apply toward the Agency’s retirement program. Any time the employee was employed by another unit of government would not be credited toward the Agency’s retirement program. If a retiree returns as an Agency’s employee, their PRIME Plan or 401(a) account will be suspended until they leave the Agency’s employ again.

~~6-7.~~ **Retiree Death.** If a retiree dies, any remaining funds from the PRIME Plan shall be used by the surviving spouse and/or dependents as long as the spouse (and/or dependents) ~~was/were~~ covered under the retiree’s health/dental insurance policy ~~for at least three months prior to at the time of~~ the retiree’s death. There shall be no monetary payout to the surviving spouse and/or dependents. If the retiree has no surviving spouse and/or dependents, any remaining funds are held in the PRIME Plan for the next retiree choosing to use the PRIME Plan.-

E. Personnel Benefits

E-1. -Health/Dental Insurance-

Regular full-time, regular part-time, or ~~PTE~~eligible LTE employees who are eligible under Section B-3 (Definition of Positions) may participate in group health and dental plans. Eligibility begins on the first day of the calendar month following the 30th day after employment. An eligible employee must be compensated for at least 13 days of work (actual work hours and used paid time off, both prorated by employment classification) during the month in order to receive health/dental benefits for that month.

Information on current health and dental insurance is ~~in Appendix E (Frequently Reviewed Information)-found on the Employee Intranet>Personnel Resources.~~

For an employee who is covered by group health/dental insurance and is using vacation/sick/personal/ wellness hours, or is on an FMLA leave (whether unpaid or paid by using some sort of paid time off, including disability), the Agency will pay the same percentage of premium costs that are provided to active employees under the same coverage. The employee’s portion of premiums must be paid by the employee at the same time, and in the same amount, as would be required if the employee was not on leave. If an employee fails to return to work, the Agency may recover its portion of the premium paid for health/dental insurance coverage during the leave.-

Employees who are covered by group health/dental insurance and are on a leave of absence without pay, and who want to maintain their group insurance coverage, will be required to make the full premium payment to the Agency prior to the 10th of the month preceding the month of coverage.-

Failure to make timely payments shall be grounds for termination from the group plan.

Group health insurance coverage terminates on the last day of the month in which an

employee is employed. Group dental insurance coverage terminates on the last day of employment. Employees whose employment is terminated for reasons other than retirement will be given an opportunity to maintain health and/or dental insurance coverage for a limited period of time— through COBRA.

COBRA

The Consolidated Omnibus Budget Reconciliation Act (COBRA) is a federal law allowing most employees who lose their health coverage under the Agency's group health plan for any reason (except gross misconduct associated with employment) to continue coverage at their own expense, along with their spouses and dependents, for up to 18 months. A spouse and dependents may continue coverage for additional time if coverage is lost due to the death of the employee, divorce from the employee, loss of dependent status due to age, or the employee's eligibility for Medicare. The law permits the group continuance coverage to be terminated if the subscriber fails to make timely premium payments, becomes eligible for similar coverage under another group policy, or becomes eligible for Medicare. Full premium payment is the responsibility of the individual. See the Administrative Services Coordinator/Manager for more details.-

Insurance Opt-Out Incentive

Employees who elect to obtain health insurance through spouses or other sources are eligible to receive an opt out incentive of up to \$2,000 per year, prorated at a rate of \$166.67 per month for each month that the employee is eligible for the employer contribution towards a health insurance premium. An employee who opts out will be required to sign a waiver that states they have other health care coverage for themselves and their dependents. Opt-Outs must occur during the open enrollment period or meet CARPC's insurance provider's criteria for a qualifying event.

E-2. -Life Insurance-

CARPC participates in the Wisconsin Public Employers Group Life Insurance Plan ("State Insurance Plan") on a shared-cost basis. Regular full-time, regular part-time, or PTEeligible LTE employees under the age of 70 may obtain coverage by completing an application and submitting it to the Administrative Services Coordinator/Manager no later than 30 days after hire/return from leave of absence/change in family status ("qualifying events"). Coverage becomes effective on the first day of the month following 30 days from the date of the qualifying event. Employees who do not want coverage must complete a waiver of life insurance form.

This plan provides each participant under age 70 with term insurance equal to the gross amount of total earnings for the previous year, which, if not in even thousands, is increased to the next higher thousand. Premiums for an employee who reaches age 70 will be discontinued and the amount of their Basic insurance will be adjusted.

Employees who are eligible for the State Insurance Plan and are enrolled in the Basic group plan can also participate in the additional and spouse and dependent insurance coverage.-

Group life insurance may be continued after an employee terminates their employment provided specific requirements are met. If an employee terminates their employment, insurance coverage ends the last day of the calendar month in which

the employee terminates employment. If an employee files a cancellation of insurance form with the Agency, or ETF (if they are an annuitant), coverage will end the last day of the calendar month following the month in which the cancellation was filed.-

Information on current life insurance premium rates is ~~in Appendix E (Frequently Reviewed Information)~~ found on the Employee Intranet>Personnel Resources. Contact the Administrative Services ~~Coordinator~~ Manager for more details on the State Insurance ~~Plan~~ Plans.

E-3. -Disability Insurance

CARPC shall offer disability insurance to each regular full-time, regular part-time, and FTE employee who works at least 20 hours weekly and is a citizen or resident of the United States or Canada. An eligible employee may participate in the disability plan starting the first day of the month following their first six months of employment. All benefits shall be prorated based on the percentage of time worked for regular part-time and FTE employees who work less than 40 hours per week. The ability to change plans and options will be available to each employee in November of each year. If an employee goes on disability for any reason other than FMLA leave, the Agency will pay for its portion of insurance premiums for the first month of the employee's disability, and then starting the second month, the employee pays 100% of their insurance premiums.

Two disability plans are offered:-

1. Short Term-Long Term Disability Plan:-

Short Term:-

- 42-day benefit waiting period.-
- 46 weeks maximum duration of payable benefits.
- Short-term disability payments will end on the date long term disability benefits become payable to the employee.
- Weekly benefit is the lesser of (a) 65% of the first \$1,538 of pre-disability earnings reduced by deductible income; or (b) \$1,000 before reduction by deductible income; minimum payment is ~~\$15~~ \$15.

Long Term:

- 365-365-day benefit waiting period.
- Maximum duration of payable benefits is determined by employee's age when disability begins.
- Monthly benefit is the lesser of (a) 65% of the first \$6,154 of pre-disability earnings; or (b) 70% of employee's pre-disability earnings, reduced by deductible income. Minimum payment is \$50; maximum payment is \$4,000 before reduction by deductible income.

2. Long Term Only Disability Plan:

- 90-day benefit waiting period.

- Maximum duration of payable benefits is determined by employee’s age when disability begins.
- Monthly benefit is the lesser of (a) 65% of the first \$6,154 of pre-disability earnings; or (b) 70% of employee’s pre-disability earnings, reduced by deductible income. Minimum payment is \$50; maximum payment is \$4,000 before reduction by deductible income.

~~2. Long Term Only Disability Plan~~

- ~~• 90 day benefit waiting period.~~
- ~~• Maximum duration of payable benefits is determined by employee’s age when disability begins.~~
- ~~• Monthly benefit is the lesser of (a) 65% of the first \$6,154 of pre-disability earnings; or (b) 70% of employee’s pre-disability earnings, reduced by deductible income. Minimum payment is \$50; maximum payment is \$4,000 before reduction by deductible income.~~

When selecting a plan, an employee must also select one of three (3) options:

Option	CARPC-paid premium	Employee-paid premium	Benefits	Notes
1	Tax free	Pre-tax	Taxed when received-	Percentage of payment by parties determined by number of sick days used in the previous year (see below chart)
2	Taxable income to employee	Post tax	Tax free when received*	Percentage of payment by parties determined by number of sick days used in the previous year (see below chart)
3	None	100% of premium post-tax	Tax free when received*	Grants wellness hours
<u>3</u>	<u>None</u>	<u>100% of premium post tax</u>	<u>Tax free when received*</u>	<u>Grants wellness hours</u>

* Taxability of benefits is based on a three-year lookback at taxation of premiums paid at the time benefits are received.-

For employees choosing to participate in disability insurance Option 1 or Option 2, premiums shall be paid as follows:

Sick Hours Used in Previous Year**	Employee Share	CARPC Share
0.0 -- 32.0	0 %	100 %
32.1 -- 40.0	40 %	60 %
40.1 -- 48.0	60 %	40 %
48.1 -- 56.0	80 %	20 %
56.1 +	100 %	0 %

**For new employees, sick leave analysis will begin for the disability insurance plan year after one *full* payroll year of sick leave has been earned/used. Until then, the employee pays 100% of the premiums under Option 1 or Option 2.-

For employees choosing to participate in Disability Insurance Option 3, wellness hours are granted as follows:

	48 hours or fewer sick hours used in prior year	More than 48 sick hours used in prior year
Short Term – Long Term Plan	24 wellness hours prorated by employment classification	16 wellness hours prorated by employment classification
Long Term Plan	16 wellness hours prorated by employment classification	8 wellness hours prorated by employment classification

When wellness hours are not used within the payroll year in which they are earned they may be carried over to the next year but they must be used by the end of the succeeding year or they shall be lost.

[Information on the Disability Plans, Taxability and Payment can be found on the Employee Intranet>Personnel Resources.](#)

[All questions should be directed to the Administrative Services Manager.](#)

E-4. Worker’s Compensation-

1. In the event that an Agency employee is injured while at work and, as a consequence of said injury, is eligible to receive worker’s compensation benefits, said employee shall continue to be paid by the Agency at the same rate and on the same basis as he or she was paid prior to the injury. The amount of the earnings of such employee prior to the injury shall be computed as prescribed in Wis. Stat. §-
 1. 102.11. No employee shall be entitled to their full pay under the provisions of this section unless, prior to the end of each pay period and before timesheets have been approved for each pay period, said employee shall have endorsed over to the Agency all the disability payment checks that he or she has received under the Worker’s Compensation Act. These provisions are subject to the following restrictions:
 - a. Full pay to an employee under the provisions of this policy shall become due only while disability pay is being received under the Worker’s Compensation Act and shall be paid for a period not to exceed 180 calendar days in the

aggregate during the time when Worker's Compensation disability pay is being received.

- b. In the event that a Worker's Compensation claim is contested, full pay by the Agency shall be held up until the claim is settled or an award is made by the Wisconsin Labor and Industry Review Commission at which time the employee shall be entitled to receive in a lump sum all their pay accumulated since the date of their injury, and such sum shall not exceed said employee's full salary or wages for 180 calendar days.
 - c. During the period when an employee is entitled to full pay by the Agency under the provisions of this section, there shall be no deductions from sick leave allowance, overtime allowance, or vacation credit of such employee.
2. Employees shall accumulate sick leave and vacation time while they are disabled, but shall not claim any leave time while receiving disability payments.
 3. When an employee is injured while at work and goes to a clinic, hospital, or doctor's office, they should explain that the injury occurred while on the job, and that they are filing a claim under CARPC's Worker's Compensation policy. Medical personnel should be instructed to contact CARPC for CARPC's Worker's Compensation policy number. An employee should not use their group health insurance policy number under these circumstances.

E-5. -Unemployment Compensation-

CARPC participates in the State Unemployment Compensation program, and provides employees with unemployment benefits according to the state law.

For information on unemployment compensation benefits, employees should contact the Unemployment Insurance office of the Wisconsin Department of Workforce Development by calling 414-435-7069 or viewing <https://dwd.wisconsin.gov/uiben/>.

All claims and benefits are made through the Wisconsin Department of Workforce Development. CARPC reimburses the state for all benefits paid.

E-6. -Bus Pass Program-

The Agency provides a bus pass assistance program which reduces the cost to all employees for purchasing monthly or multi-ride bus passes for the purpose of getting to and from work. See the Administrative Services [Coordinator/Manager](#) for details.

E-7. -Parking Program-

The Agency has made provisions to include all employees in the prepaid parking program available through the Dane County Parking Ramp. This allows employees to park in any unreserved 8- or 10-hour metered space at the Dane County Ramp during working hours. See the Administrative Services [Coordinator/Manager](#) for details, and [Appendix E \(Frequently Reviewed Information\)](#) for the current monthly fee.

E-8. -Deferred Compensation Program-

The Agency participates in the State of Wisconsin Deferred Compensation Plan, which is administered by Great-West Retirement Services. The plan allows employees to defer a portion of their income into tax-deferred investment options chosen from those made available to participants in the program. See the Administrative Services ~~Coordinator~~Manager for details.

F. Employment Policies-

F-1. -Hiring Procedures-

1. The Agency shall advertise for all vacant and newly created positions. The Executive Director may limit advertisements for any specific position to internal applicants, or to both internal and external applicants. All advertisements for positions shall include:
 - a. The generic job description.
 - b. The pay range of that position.
 - c. The essential functions of the position.
 - d. Equal employment opportunity statement.
2. **Filling Vacant Positions.** When a position becomes vacant, the Executive Director and, ~~when appropriate, the Division Director~~ the Administrative Services Manager shall examine the job description. If it is determined that the level and specific tasks will be continued, the position will be advertised at the same level. The Executive Director may advertise internally only, or both internally and externally.
 - a. If a position is vacated and the decision is made to change the level or eliminate the position, ~~the job descriptions within that division shall~~ may be reviewed and, if necessary and appropriate, revised to reflect changes in work programs and Agency needs. If the position is to be retained, but at a different level than that vacated, it shall be advertised at the new level, either internally or both internally and externally.
 - b. Qualified employees may seek promotion by applying and competing for such vacant positions. Should the employee be chosen to fill the vacant position, their original position will be considered vacant and will be subject to the same procedure as described above.
 - c. If an applicant is hired at a level different than that advertised, the new employee shall receive the appropriate level job description, and a specific description shall be written to reflect their skills and duties.
 - d. If a position to be filled is related solely to a particular project of known duration and funding, the employee shall be hired as a limited term or project term employee and the position shall be advertised as such (see Section B-3 [Definition of Positions]).

- e. For information on rehiring after layoff, see Section F-6 (Re-Employment).

F-2. Personnel Evaluation-

1. Agency Employees Other than Executive Director

- a. **Initial Evaluations.** Initial evaluations shall be scheduled by the ~~employee's immediate supervisor~~Executive Director at the end of three months of employment for FLSA non-exempt employees, or at the end of six months of employment for FLSA-exempt employees. Initial evaluations shall be oral and cover the following points:

- (1) The employee's work performance and progress.
- (2) Discussion of areas in need of improvement.
- (3) Concerns of the employee.
- (4) The employee's future with the Agency.

The ~~supervisor~~Executive Director will subsequently prepare a short-written assessment noting satisfactory performance and/or potential problems. The employee will review and may comment on this assessment. The assessment, signed by the employee and the ~~supervisor~~Executive Director, will be placed in the employee's personnel file. ~~The severity of the Any~~ problems in the assessment could lead to ~~disciplinary corrective~~ actions as listed in Section F-4 (~~Discipline Corrective Action~~), up to and including termination. There will be no raise of any type nor increase in step level given at the time of ~~any~~the initial evaluation.

b. Annual Evaluation

- (1) **Written Report.** At the end of each employee's evaluation period (six months for non-exempt employees; 12 months for exempt employees), a written and oral performance evaluation will be scheduled and conducted by the ~~employee's immediate supervisor~~Executive Director. The written evaluations (one for the ~~supervisor~~Executive Director and a self-evaluation for the employee), to be completed on the prescribed forms (~~see Appendix B [found on the Employee Evaluation Forms]~~), ~~Intranet >Personnel Resources~~, shall cover overall work performance, progress, and accomplishments since the prior evaluation and any recommended actions.
- (2) **Oral Session.** The ~~supervisor~~Executive Director will schedule a time with the employee for an oral evaluation session, and the written evaluations will be made available to the employee, ~~the supervisor, and the Executive Director~~ at least three working days prior to the oral session. The purpose of the oral evaluation is to discuss the written comments, to suggest possible improvements and to address the employee's future role at the Agency. ~~The Executive Director may, at their option, attend this session.~~

- c. **Action.** The annual evaluation will result in one of the following actions:
- (1) **Successful Completion.** The employee will be advanced one step in the salary schedule effective with the next pay period.
 - (2) **Placement on ~~Probation~~ Performance Improvement Plan.** The written evaluation will state the reasons for not granting successful completion, the length of the ~~probation~~Performance Improvement Plan (either three or six months), and the withholding of the step increase until successful completion.
 - (3) **Unsuccessful Completion.** The employee ~~will be terminated.~~may face further discipline up to and including- termination.
- d. **Comments.** Following the oral evaluation session, ~~the supervisor,~~ the employee and/or the Executive Director may add comments to the personnel file.
- (1) Such comments shall be made in writing and be submitted to the ~~supervisor and/or~~ employee for their information prior to inclusion in the employee's personnel file. The employee and the Executive Director will sign the written evaluation acknowledging its review.
 - (2) ~~The employee, the supervisor, and the Executive Director will sign the written evaluation acknowledging its review.~~

2. Executive Director Evaluation

- ~~a. A new Executive Director shall complete an initial six-month oral evaluation using Appendix C (Executive Director Development Guide). The evaluation shall be conducted by the Executive Chairperson.~~

An annual evaluation ~~shall be made~~ of the Executive Director ~~on their anniversary date using Appendix C (Executive Director Development Guide). The evaluation will~~shall be conducted by the Personnel Committee. ~~The evaluation shall serve within one month of their service anniversary date. The evaluation shall use a form that first cues the Executive Director to assess their own performance and then cues the Personnel Commission to review that assessment and complete their own evaluation. That form is found on the Employee Intranet >Personnel Resources.~~

~~b. The evaluation shall be used~~ as a basis for awarding or withholding salary step increases for the Executive Director, and as a process for achieving mutual understanding and agreement concerning work performance. _

~~c. Three months prior to the end date of the Executive Director's contract period, the Commission's Personnel Committee shall recommend to the Budget and Personnel Panel (BPP) whether the Executive Director's contract should be renewed, and provide supporting materials as appropriate. The BPP and Executive Director shall seek to agree on the terms of a new employment contract. The Commission's Personnel Committee shall act to negotiate the contract.~~

F-3. Promotion

The Agency would like to retain valuable employees by providing some opportunities for advancement if possible. However, promotions are not an automatic entitlement. Such factors as limited financial resources, the need to have some balance between higher and lower positions, and decisions about what programs, activities, and skills should be emphasized must all be considered in establishing, reclassifying, or regrading positions. The Agency's policy is to permit employees and their supervisors to initiate proposals for upgrading, as outlined below. However, the Executive Director is ultimately responsible for recommendations to the Executive Committee concerning establishment of new positions, or reclassification and regrading of current positions.

Depending on the amount of attrition and on Agency growth, some career advancement within the Agency is possible and is encouraged. However, it should also be recognized that some career advancement may have to be outside of the Agency.

Promotion may be initiated by ~~an employee's supervisor or by~~ the Executive Director. An employee may also ~~seek~~ initiate a change to upgrade their employment status by applying for a vacant position or by seeking reclassification or regrading of the employee's current position.

1. **Reclassification.** Reclassification occurs when an employee and the position are advanced to a higher position level. Reclassification is considered a substantial promotion, in contrast to one-step merit increases following satisfactory completion of the annual review process (see Sections C-1 [Salary Ranges and Step Increases] and F-2 [Personnel Evaluation]). The circumstances under which a reclassification may be initiated include the following:
 - a. Due to changes in the work program, the Executive Director has determined that additional duties and responsibilities will be required of the employee, meriting promotion to a higher level. In such circumstances the employee will normally have demonstrated increasing skills, accumulation of experience, favorable evaluations, and work accomplishments which make the employee more valuable for the Agency to retain.
 - b. An employee has, on a continuing basis, performed increasingly complex and/or sensitive tasks and assumed a greater level of responsibility than normally expected for their current position level. This factor, with other considerations such as personnel evaluations, accumulation of experience and special accomplishments, merits review of the employee's position classification.

If an employee believes that their position should be reclassified, the employee may take up the matter with the ~~supervisor and the~~ Executive Director. ~~In addition, the supervisor or~~ The Executive Director may also initiate a reclassification request.

Formal reclassification requests to the Executive Director by employees ~~or by~~

~~supervisors~~ should be made in writing, stating the changes in duties and responsibilities which, in the opinion of the employee ~~or supervisor~~, merit the reclassification. The Executive Director's response may be detailed in a personal meeting, but a summary of the reasons for granting or denying the request shall be placed in the employee's personnel file. A copy of a reclassification request initiated by the Executive Director shall also be placed in the employee's personnel file, with reference to the criteria stated under paragraph 1.a. or 1.b. above.

If the Executive Director recommends the reclassification, it will be included in the personnel program proposal and proposed salary schedule which is presented to the Executive Committee as part of the Commission's annual budget process. If the reclassification is approved by the Commission, it shall take effect on the date specified in the personnel program proposal, which is generally January 1 of the following year.

If an employee is reclassified, the generic description of the higher position level will apply, and a new specific description of their job will be written.

3. **Regrading.** Regrading occurs when all employees in a particular job classification are advanced to a higher salary range. Regrading may also entail the renaming of the job classification.

A job classification is regraded in order to acknowledge increased complexity of the work performed by the persons within that classification. Regrading may also occur in cases where the salary range for the classification is low in comparison with other job classifications with similar responsibilities, either within the Agency or in the market in general.

The procedure for initiation and approval of a regrading request is the same as for reclassification (see Section F-3.1 [Promotion]). If the regrading request is approved, the generic and specific job descriptions of the affected employees will be reviewed and revised accordingly.

F-4. ~~Discipline~~ Corrective Action

1. The purpose of the ~~discipline~~Corrective Action procedure is to encourage employees to take ~~corrective~~ action and to make ~~improvement~~improvements in their work performance or work habits. Ordinarily, discussion with an employee to point out what is expected or to tell the employee how he or she is doing should be enough. There are times, however, when ~~these corrective actions are~~ informal discussion about improvement is not enough and ~~sterner discipline~~ a formal process for corrective action is required. Such ~~discipline~~measures may include oral warnings, written warnings, suspensions without pay, or ~~discharge~~termination. It should be emphasized that ~~the employee's~~ disciplinecorrective action need not go through each of the steps involved in the ~~disciplinary procedure~~. Disciplineprocess. Corrective action may begin at any step ~~in the procedure~~, up to and including ~~discharge~~termination, depending upon the seriousness of the matter or the offense committed and the surrounding

circumstances.

2. The following list of reasons for discipline/corrective action is not intended to be all inclusive; the mere fact that a possible violation is not listed does not mean it would not result in a disciplinary/corrective action up to and including discharge/termination:
 - Failure to act in an honest and forthright manner in all matters concerning employment.
 - Failure to follow the direction of those responsible for the employee's supervision.
 - Failure to report to work on a regular basis.
 - Violation of the Agency's harassment policy (see Section H-8 [Harassment and Discrimination in the Workplace]).
 - The theft or inappropriate removal or possession of property belonging to the Agency or other individuals without proper authorization.
 - The unauthorized use, possession, sale, or distribution of alcohol while on Agency property or working for the Agency.-
 - The manufacture, use, possession, sale, or distribution of illegal drugs while on Agency property or working for the Agency.
 - Failure to devote full-time effort to the Agency.
 - Failure to comply with Agency policies and procedures.
 - The unauthorized use or possession of dangerous or unauthorized materials, such as explosives or firearm, while on Agency property or working for the Agency (see Section H-3 [Concealed Carry/Weapons Policy]).
 - Getting into a physical altercation or threatening violence while on Agency property or working for the Agency.
 - Unauthorized use of telephones, mail system, or other employer-owned equipment (see Section H-6 [Electronic Communications and Information Systems Policy]).
 - Unauthorized disclosure of CARPC or Agency confidential information.-
 - Disparage or defame CARPC or the Agency in any respect or to make any derogatory comments, whether written or oral, regarding CARPC; the Agency; current or former officers,-
 - directors,-employees, attorneys, agents, or contracting parties; or its business or operations.
3. The employee may appeal a disciplinary/corrective action or discharge/termination through the CARPC Grievance Procedure (Section H-7 [Employee Grievance Procedure]).

F-5. Termination of Employment-

All employees who terminate employment with CARPC may elect to participate in an exit interview conducted by the CARPC Personnel Committee.

All employees whose employment has been involuntarily terminated may elect to directly appeal the decision to the CARPC Personnel Committee, and subsequently to the Commission, following the procedure set forth in Section H-7 Step 3 (Employee Grievance Procedure).-

1. 1. Resignations. Employees are encouraged to notify the Executive Director in writing at least two weeks prior to their effective date of resignation. Employees who resign shall receive their total final pay as described in Section C-4 (Final Pay).

2. 2. Layoffs. Employees who are to be laid off shall be provided a minimum of 30 calendar days' notice in writing from the Executive Director. Employees who are laid off shall receive their total final pay as described in Section C-4 (Final Pay). Should layoffs be necessary due to funding cutbacks, the general process below will be followed.

- a. **General Funding Cutbacks.** It is the general policy of the Agency to retain a ~~patterns~~pattern of level staffing and to avoid successive layoffs and ~~rehirings~~rehiring. But, inasmuch as the Commission lacks taxing authority and is dependent on grants and contracts provided by others, no assurance can be given that any staff position is really permanent.

The primary response of the Agency to funding cutbacks or budget shortfalls is a strong effort to find alternative revenue sources. If further effort to balance expenditures with resources is needed, cost-cutting measures in both non-personnel and personnel areas may be affected. The following Agency priorities will, in large part, determine the nature of the funding cutback measures selected by the Executive Director: (1) retaining the Commission's ability to complete its existing contract and grant commitments, (2) retaining its ability to gain future funding, and- (3) retaining staff strengths in program areas that may be subject to federal or state grant cuts when continuation of such program areas would serve long-term interests of the Agency and the region.

- b. Procedural Response to Funding Cutbacks

- (1) Explain the situation to the Executive Committee and staff. A written report will be made available to staff covering the following items in general terms:
- (a) The need for cutting costs.
 - (b) Review of existing contracts and grant commitments and efforts to gain future funding.
 - (c) Review of the longer-term interests of the Agency in terms of program areas and staff resources which may be required.
 - (d) Preliminary cost reduction plan, taking into consideration a reduction in non-personnel costs and reductions in personnel costs, including attrition, termination of LTE ~~and~~ PTE positions, voluntary leaves of absence, reduction of work hours, job sharing, lay-offs, foregoing or reducing cost of living adjustments, or some combination of the above.

In the event that staff layoffs are necessary, they will be based on the Agency priorities mentioned above in Section 2.a. (General Funding Cutbacks), and upon the basis of seniority within divisions or sections. Employees with the least seniority are subject to ~~layoff~~layoffs first, excepting, however, that the Executive Director may retain an

employee with less seniority but shall provide in writing to the Executive Committee and staff the reasons and basis for such exception.

This general report to staff will follow an initial report to the Executive Committee.

- (2) Seek Staff Involvement. Following the presentation of the general report, staff are encouraged to comment and offer suggestions.
- (3) Determine specific cuts and discuss with affected staff.
- (4) Present Specific Cost Reduction Plan to Executive Committee and General Staff. The Executive Director shall present a written cost reduction plan to the staff and shall explain the criteria that were considered when finalizing any layoffs that may be included in the plan.

F-6. -Re-Employment-

1. Employees who are laid off shall be placed on a re-employment list.
2. Re-employment Notification List. The employee's name is included on a list maintained by the Executive Director for 18 months.
3. A laid-off employee will be given the right of first refusal to their former position at their former salary range and step level. If the former position is substantially revised to no longer reflect similar duties, Section F-6.4. below will govern.
4. The Agency shall not employ any new employees, regardless of classification, without first notifying all laid off employees of a vacancy and giving them the opportunity to compete for the position.
5. Recall from Layoff
 - a. Notice of recall shall be sent by the Executive Director to the employee's last known address.
 - b. Laid off employees shall be required to respond in writing within 14 calendar days of the date the recall notice is sent. Employees who do not respond within this time frame shall be dropped from the re-employment list and any special rights shall be lost.

F-7. Telecommuting

- ~~1. **Policy Statement.** CARPC telecommuting allows employees to work remotely for all or part of their workweek. CARPC considers telecommuting to be a viable, flexible option for employees to perform work duties. CARPC will permit telecommuting as provided by this policy when telecommuting is not detrimental to either the CARPC or the employee.~~
- ~~2. **Telecommuting Standard and Guidelines**
 - a. ~~The employee's telecommuting arrangement must not create any additional safety, workload or liability concerns for the employee or the CARPC, and it shall not reduce or limit the services it provides.~~~~

G. Staff Development-

G-1. -Training and Education-

1. **Special Training Opportunities.** An employee's supervisor, with approval of the Executive Director, may authorize participation in special training workshops or course opportunities. The Executive Director may authorize appropriate time off, tuition, and other expenses, or some portion of these, depending on the nature of the workshop and the interests of the Agency. Payment arrangements shall be clarified prior to attendance. Any payment for materials or tuition for such opportunities shall be refunded by the employee if the training work is not completed.
 2. **Advanced Education.** In general, the Agency does not have a program that allows full-time employees to pursue advanced degrees. However, an employee may be permitted to take an unpaid leave of absence for educational purposes, or an employee who is willing to take a more limited amount of course work may be permitted by the Executive Director to take time off from regular working hours if an adjustment in working hours and hours off can be made which will not adversely interfere with the work of the Agency.
 3. **Professional Credentials/Certifications.** The Agency will pay for the attainment and/or continuation of professional credentials and certifications, e.g., PE (Professional Engineer) and AICP (American Institute of Certified Planners), that are necessary for employees to be effective in their positions. The Executive Director must authorize any fees or charges in advance.-
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G-2. Attendance at Conferences and Workshops-

1. An employee's supervisor, with approval of the Executive Director, may authorize participation in workshops and conferences. Time spent at ~~conference~~conferences and workshop plenary and/or breakout sessions will be considered work time (normally up to an eight-hour day), and reimbursement for registration fees and other expenses, or some portion of these, will be arranged with the Executive Director in each circumstance. Weekend conference time should be cleared in each individual case.
2. The following factors will be considered in determining Agency support for attendance at a conference:-
 - a. ~~a.~~—Whether the conference is important for fulfillment of current grant obligations;-
 - b. ~~b.~~—Whether the conference has potential to assist in obtaining future grants;-
 - c. ~~c.~~—Whether the conference has potential for staff development related to Agency work;-
 - d. ~~d.~~—Whether the employee has been invited to give a paper or appear on a panel at a conference that is related to Agency work; and-
 - e. ~~e.~~—Whether the employee has had previous opportunities to attend conferences.-

These factors have been listed in order of general importance to the Agency, with the additional consideration that the ongoing work of the Agency must also be accommodated.

G-3. Membership in Professional Organizations-

1. The Agency may pay employee dues in one or more approved professional organizations that relate to the employee's work with the Agency, subject to approval by the Executive Director.
2. ~~Time~~Unless otherwise approved by the Executive Committee, time spent on professional organizations shall be minimal; i.e., those duties which are part of normal membership duties, including local chapter meetings and occasional telephone calls. Attendance at out-of-town conferences shall be approved under the provisions in Section G-2 (Attendance at Conferences and Workshops).

H. Policies and Procedures-**H-1. Affirmative Action (Subject to final ruling on Executive Order 11246)**

1. **Agency Policy Statement.** Consistent with the requirements set forth by the Title VI of the Civil Rights Act of 1964, and the Civil Rights Restoration Act of 1987 (P.L. 100.259), the Agency's policy regarding equal employment opportunities ensures that all recruitment and placement of employees shall be done regardless of race,

color, national origin, ancestry, creed, age, sex, disability, arrest or conviction record, marital status, sexual orientation, military status and use or nonuse of lawful products away from work, and that all employees shall be treated equally with respect to compensation, training, layoff, and recall, as well as opportunities for advancement including upgrading, promotion and transfer, and selections of apprenticeship insofar as it is within our control. The Agency further acknowledges that all services will be provided and administered in a non-discriminatory manner.

To further this policy, the Agency will take affirmative action toward achieving the following goals:- to reach a balance of workforce which will reflect the representation of women, minorities, veterans, and individuals with disabilities in the labor market; to increase the subcontracting opportunities of companies owned by women, minorities, veterans, and individuals with disabilities; and to encourage similar efforts from those entities with which CARPC does business on contract.

CARPC's policy on Equal Employment Opportunity shall be publicized internally by use of the following methods:

- a. Instructing all supervisory personnel on the provisions of the Affirmative Action Plan.
- b. Posting or making available copies of this plan for all employees and applicants to see and examine.
- c. Posting federal and county equal opportunity posters.

All personnel announcements, contracts, agreements, etc., shall contain statements of the Agency's policy of Affirmative Action and the Agency's commitment to non-discrimination in employment and personnel practices.

The Equal Employment Opportunity clause shall be included in all purchase orders, leases, contracts, etc.

Persons in a position to implement this policy, including those engaged in recruiting, training, and other personnel activities, shall be fully advised of this equal employment policy.

2. **Designation of EEO Officer.** The Executive Director, ~~Agency Director~~, and Administrative Services ~~Coordinator~~Manager are responsible for the implementation and enforcement of this plan. The Executive Director shall serve as the Equal Employment Opportunity Officer, and will be accountable for implementing the Agency's Affirmative Action Plan, for maintaining audit and report systems to measure the plan's effectiveness, for identifying problems, objectives and time frames, and for facilitating compliance reviews and the submission of reports and other pertinent documents when so requested by the Wisconsin Department of Transportation.

H-2. Disability Accommodation

The Capital Area Regional Area Planning Commission is committed to providing equal employment opportunities to all employees, including qualified individuals with disabilities,

including providing reasonable accommodation where appropriate.

In general, it is an employee's responsibility to notify the Administrative Services Manager if they have a need for accommodation. Upon doing so, the Commission may ask them for their input, the type of accommodation they believe may be necessary, or the functional limitations caused by the disability. Also, when appropriate, the Commission may need their written permission to obtain additional information from their physician or other medical or rehabilitation professionals. Any information obtained is kept in a confidential employee file.

All requests for reasonable accommodation will be considered consistent with the business needs of the Commission in accordance with state and federal law. The Capital Area Regional Planning Commission will reasonably accommodate qualified individuals with a disability so that they can perform the essential functions of a job unless doing so causes a direct threat to the health, safety, and well-being of these individuals or others in the workplace and the threat cannot be eliminated by reasonable accommodation or if the accommodation creates an undue hardship to the Company. All questions should be discussed with the Administrative Services Manager.

H-3. Pregnancy Accommodation

In accordance with the federal Pregnant Workers Fairness Act (PWFA). Capital Area Regional Planning Commission will provide reasonable accommodations to "qualified employees" for known physical or mental limitations related to pregnancy, childbirth or related medical conditions unless providing accommodation would impose an undue hardship on the business. Reasonable accommodations may include more frequent restroom, food, or water breaks; seating consistent with the employee's essential job duties; and lifting limits or aids.

A "qualified employee" is defined as an employee (or applicant) who, with or without reasonable accommodation, can perform the essential functions of the position, even when unable to perform these functions temporarily or in the near future, or could perform these functions if reasonably accommodated.

The Capital Area Regional Planning Commission will engage in an interactive process with the employee in order to determine what accommodations may be reasonable and may request information from the employee's healthcare provider for additional assistance. The employee's manager and those identified as having a need to know may assist in determining the feasibility of the requested accommodation.

Employees requesting accommodation related to pregnancy or childbirth should contact the Administrative Services Manager.

H-4. Religious Accommodation

The Capital Area Regional Planning Commission will reasonably accommodate the religious beliefs, observances, and practices of its employees that conflict with employment requirements. Employees must direct requests for reasonable accommodation to the Administrative Services Manager. The Company will provide reasonable accommodation if it can do so without undue hardship on our operations.

H-5. Ethical Conduct

The successful business operation and reputation of the Capital Area Regional Planning Commission are built on the principles of fair dealings and ethical conduct of our employees. Our reputation for integrity and excellence requires all employees, directors, officers, managers, and supervisors to comply with all applicable laws and to conduct business with integrity, honesty, and impartiality. Therefore, employees must not receive gifts, special payments, or favors greater than nominal value from any organization providing goods or services to the Company.

No code of ethics can cover all circumstances or anticipate every situation. Should a situation arise, employees should apply the overall philosophy of the code and review the circumstances with their supervisor if there are questions. The Capital Area Regional Planning Commission reserves discretion in the interpretation, application, and enforcement of this code.

The use of good judgment based on high ethical principles will guide employees with respect to lines of acceptable conduct. Compliance in this area is the responsibility of every employee. Employees should discuss any situations that arise which do not meet this code of ethics with the Executive Director or Administrative Services Manager. Failure to meet or comply with this code of ethics will lead to corrective action.

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H-6. Changes to Personnel Manual-

Changes to Agency personnel rules and provisions that have been adopted by the Commission may be changed by the Commission by majority vote.

The Executive Director may make changes to the Personnel Manual to reflect changes in the cost of employee benefits, once those changes are approved by the Commission in the annual budget or otherwise approved by the Commission. Changes may be proposed by the Executive Director or any staff member.

H-3-7. Concealed Carry/Weapons Policy-

With the exception of law enforcement or designated security guards, or unless otherwise required by state law, no form of weapons (e.g. knives, guns, stun guns, tasers, explosives, toxic substances, or other items designed to inflict bodily injury on another person) are allowed on Agency premises, or be carried or used by Agency employees at functions outside of Agency premises while representing CARPC. This includes all weapons, including those for which a concealed weapons permit has been issued, to the extent permitted by law. -Employees who bring or attempt to bring weapons onto Agency premises, or imply they have such weapons on Agency premises or at functions outside of Agency premises while representing CARPC, or make statements that appear to threaten the safety of others, may be subject to disciplinary action, including termination (per Section F-4 [Discipline]). This provision applies to any person who is on Agency premises.-

H-4-8. Consideration of Employee Requests-

Employee requests for vacation time, reduced work hours, leaves of absence, and

other requests should be put in writing to the employee's supervisor. All such written requests shall be responded to as promptly as possible but at least within ten working days, or the request shall be assumed to be approved.

H-5-9. Drug-Free Workplace Policy-

The Agency complies with the drug-free workplace guidelines outlined by the federal Drug-Free Workplace Act of 1988. The Agency's policy regarding the work-related effects of drug use and the unlawful possession of controlled substances at work is communicated to each employee annually via a memorandum that all employees must sign. An annually signed copy of the memorandum is required each year as a condition of employment from each employee. A copy of the memorandum can be found on the Employee Intranet>Personnel Resources.

~~memorandum that all employees must sign (see Appendix F [Agency Forms]). An annually signed copy of the memorandum is required as a condition of employment from each employee.~~

H-6-10. Electronic Media and Communications Policy-

In this section the term "employee" means CARPC commissioners and Agency employees.

The following procedures apply to all electronic media and services that are:

- Accessed on or from Agency premises;
- Accessed using Agency computer equipment or via Agency-paid access methods; or
- Used in a manner that identifies the individual as acting for or on behalf of CARPC or the Agency; or in any way identifies CARPC.

1. **Objective.** The Agency recognizes that ~~the use of the Internet and e-mail has many benefits and can make workplace communication more efficient and effective. Therefore, employees are encouraged to use the Internet and e-mail systems appropriately~~digital communications are essential to the function of the agency. Unacceptable use of the Internet and e-mail can place CARPC, the Agency, and others at risk. This policy outlines the Agency's guidelines for acceptable use of ~~the Internet and e-mail~~digital communications.

2. **Scope.** This policy must be followed in conjunction with other Agency policies governing appropriate workplace conduct and behavior. The Agency complies with all applicable federal, state, and local laws as they concern the employer/employee relationship, and nothing contained herein should be construed to violate any of the rights or responsibilities contained in such laws.-

3. **User Guidelines.** The Agency has established the following guidelines for employee use of the Agency's technology and communications networks, including the Internet and e-mail, in an appropriate, ethical, and professional manner.-

~~a.~~ All technology provided by the Agency, including computer systems, communications networks, Agency-related work records and other information stored electronically, is the property of the Agency and not the employee. In general, use of the Agency's technology systems and electronic communications should be job-related and not for personal convenience, including but not limited to social media, such as Facebook, SnapChat, etc.

~~b.a.~~ Employees may not use the Agency's Internet, e-mail, or other electronic communications to transmit, retrieve, or store any communications or other content of a defamatory, discriminatory, harassing, or pornographic nature. No messages with derogatory or inflammatory remarks about an individual's race, age, disability, religion, national origin, physical attributes, or sexual preference may be transmitted. Harassment of any kind is prohibited (see Section H-8-12 [Harassment and Discrimination in the Workplace]).

~~e.b.~~ Disparaging, abusive, profane, or offensive language; materials that might adversely or negatively reflect on CARPC or the Agency, or be contrary to its legitimate business interests; and any illegal activities—including piracy, cracking, extortion, blackmail, copyright infringement, and unauthorized access to any computers on the Internet or e-mail—are forbidden.

~~e.c.~~ Copyrighted materials belonging to entities other than CARPC or the Agency may not be transmitted by employees on the Agency's network without permission of the copyright holder. Employees must respect all copyrights and may not copy, retrieve, modify, post to an Agency-owned website, or forward copyrighted materials, except with permission of the copyright holder or as a single copy for reference only. Sharing the URL (uniform resource locator or "address") of an Internet site with other interested persons for business reasons is permitted. Any copyrighted materials posted to an Agency-owned website must acknowledge the copyright as spatially close to the materials as possible.

~~e.d.~~ Employees may not use the system in a way that disrupts its use by others. This includes sending or receiving excessive numbers of large files and "spamming" (sending e-mail to thousands of users).

~~f.e.~~ To prevent contamination of the Agency's technology and communications equipment and systems by harmful computer viruses, ~~the Dane County Help Desk~~ CARPC IT staff or IT support services contracted by the Agency will be contacted if there is any concern that a file, email, or other electronic material could be possibly infected. Also, given that many browser add-on packages (called "plug-ins") may not be compatible with other programs and may cause problems for the systems, ~~the Help Desk~~ IT assistance should be contacted before downloading any plug-ins for its assistance in downloading and installing on any Agency hardware.

~~g.f.~~ Every employee of the Agency is responsible for the content of all text, audio, or image files that he or she ~~places or sends over the Agency's Internet and e-mail systems~~ posts or transmits using Agency equipment or communications

platforms. No e-mail or other electronic communications may be sent that hide the identity of the sender or represent the sender as someone else. CARPC and the Agency's identity is attached to all outgoing e-mail communications, which should reflect CARPC values and appropriate workplace language and conduct.-

h.g. E-mail and other electronic communications transmitted by the Agency's equipment, systems, and networks are not private or confidential, and they are the property of the Agency. Therefore, CARPC and the Agency reserve the right to examine, monitor, and regulate e-mail and other electronic communications, directories, files, and all other content, including Internet use, transmitted by or stored in its technology systems, whether onsite or offsite.-

i.4. Internal and external e-mail, voice mail, and text messages are considered government records and may be subject to discovery in the event of litigation or open record request. Employees must be aware of this possibility when communicating electronically within and outside the Agency.

4.5. **The Agency's Right to Monitor and Consequences for Misuse.** All Agency-supplied technology, including computer systems, equipment, hardware, and Agency-related work records, belongs to the Agency and not to the employee user. Employees understand the Agency may monitor use patterns, and employees should observe appropriate workplace discretion in their use and maintenance of such Agency property.-

Because all the computer systems, hardware, and software, as well as e-mail and Internet connections, are the property of the Agency, all Agency policies apply to their use and are in effect at all times. Any employee who abuses the Agency-provided access to e-mail, the Internet, or other electronic communications or networks, including social media, may be denied future access, and, if appropriate, be subject to disciplinary action up to and including termination, within the limitations of any applicable federal, state, county, or local laws.-

5.6. **Questions Regarding the Use of the Agency's Technology.** If you have questions regarding the appropriate use of the Agency electronic communications equipment or systems, including e-mail and the Internet, please contact your supervisor or the Administrative Services Coordinator.
Manager.

H-7-11. Employee Grievance Procedure-

It is the policy of this Agency to seek to settle disagreements harmoniously so that time and energy are used to produce program results rather than in arguing conflicting points of view. Employees and supervisors have a mutual obligation to meet and discuss disagreements so that differences can be resolved through integration of interests, conciliation, or compromise. Because some disagreements may not be reconciled through such a process, the following steps may be followed by any employee who has a grievance with CARPC or the Agency.

Step 1. For employees, whose supervisor is not the Executive Director: The

employee shall present the grievance in written form to and discuss it with the employee's supervisor. The supervisor shall respond in writing within five working days. If the grievance is not resolved, the grievance shall be taken to Step 2 provided it is done within five working days from the date of the response by the supervisor.

Step 2. For employees who completed Step 1 or for employees whose supervisor is the Executive Director: The grievance shall be presented to the Executive Director who will meet with the employee and then respond in writing within ten working days of such meeting. If this solution is not satisfactory, the process shall move to Step 3, provided it is done within five working days from the date the written response is received by the employee.

Step 3. If the grievance is not settled after following Step 1 and Step 2, the employee shall have the opportunity to present the grievance to the Personnel Committee of the Commission. The Executive Director shall be notified in writing of the employee's request to appear before the Personnel Committee at least five working days prior to the next regularly scheduled meeting of the Personnel Committee. The Executive Director shall transmit a copy of the employee's grievance as it was presented to him/her in Step 2 to each member of the Personnel Committee at least two days prior to the meeting at which the grievance will be reviewed. The request and purpose of the request shall be placed on the Personnel Committee's agenda immediately following approval of minutes and approval of bills, and shall be a closed session. The employee shall be in attendance at the meeting and shall have the right to (1) present their case and (2) request to speak privately with the Personnel Committee, which request shall not be unreasonably refused.

The Executive Director shall be in attendance at the meeting and shall report their recommendations. The Personnel Committee shall have the choice of ruling on the grievance at the meeting at which the grievance is presented or shall be allowed to consider the matter until the next regularly scheduled Personnel Committee meeting, at which time the matter of the grievance shall again be placed on the agenda immediately following approval of minutes and approval of bills, and shall be a closed session. The employee or employees shall have the right to attend this meeting and shall receive written notification of the decision of the Personnel Committee.

Appeals to the Personnel Committee decisions may be made to the full Commission. The Commission decision shall be final.

H-8-12. Harassment and Discrimination in the Workplace-

1. 1-Purpose.- The purpose of this policy is to maintain a healthy work environment in which all individuals are treated with respect and dignity and to provide procedures for reporting, investigating, and resolving complaints of harassment and discrimination.-

2. 2-Policy. It is the Agency's policy that all individuals have the right to exist in an environment, whether on- or off-premises, free of all forms of harassment. The Agency will not tolerate, condone, or allow harassment by any employee or other non-employee who conducts business with CARPC or the Agency. The Agency considers harassment and discrimination of others to be forms of serious employee misconduct. Therefore, the Agency shall take direct and immediate action to prevent such behavior, and to remedy all reported instances of harassment and discrimination. A violation of this policy can lead to discipline up to and including termination, with repeated violations, even if "minor," resulting in greater levels of discipline, as appropriate, up to and including ~~dismissal~~ termination.

3. Procedures

a. Prohibited Activity (Sexual Harassment and Harassment)

- (1) Sexual harassment is defined as unwelcome sexual advances, requests for sexual favors, and other verbal or physical conduct of a sexual nature when:
 - (a) Submission to such conduct is made either explicitly or implicitly a term of condition of employment;-
 - (b) Submission to or rejection of such conduct by an employee is used as the basis for employment decisions affecting the employee; or
 - (c) Such conduct has the purpose or effect of unreasonably interfering with an employee's work performance or creating an intimidating, hostile, or offensive working

environment.

- (2) Harassment is any verbal, written, visual, or physical act that creates a hostile, intimidating, or offensive work environment or interferes with an individual's job performance.

~~(a)~~ No employee shall either explicitly or implicitly ridicule, mock, deride, or belittle any person.

~~(b)~~(a) Employees shall not make offensive or derogatory comments to any person, either directly or indirectly, based on race, color, sex, religion, age, disability, sexual orientation, ~~or national origin~~ national origin, creed, marital status, arrest or conviction record, credit history, political beliefs, physical appearance and all other protected classes as defined in the Agency's EEO statement. (Personnel Manual Page 3) Such harassment is a prohibited form of discrimination under state and federal employment law and/or is also considered misconduct subject to disciplinary action by the Agency.

- b. **Covered Individuals.** Individuals covered under this policy include employees, applicants for employment, volunteers, vendors, members of the public, elected officials, and appointed boards and commissions.

c. **Supervisory Responsibilities**

- (1) Each supervisor shall be responsible for preventing prohibited activities as defined above.

- (a) Monitoring the work environment on a daily basis for signs that harassment may be occurring;
- (b) Training and counseling all Agency individuals on what constitutes harassment and sexual harassment, on the types of behavior prohibited by this policy and procedures for reporting and resolving complaints of harassment.
- (c) Stopping any observation that may be considered harassment, and taking appropriate steps to intervene, whether or not the involved individuals are within their line of supervision; and
- (d) Taking immediate action to prevent retaliation towards the complaining party or witnesses and to eliminate the hostile work environment where there has been a complaint of harassment, pending investigation. If a situation requires separation of the parties, care should be taken to avoid actions that appear to punish the complainant. Transfer or reassignment of any of the parties involved should be voluntary, if possible, and, if non-voluntary, should be

temporary pending the outcome of the investigation.

- (2) ~~Each supervisor~~The Executive Director has the responsibility to assist any individual who comes ~~to that supervisor~~ with a complaint of harassment in documenting and filing a complaint with the internal investigation authority as designated by the Agency. See the Administrative Services ~~Officer~~Manager for the appropriate complaint form.-
- (3) Failing to carry out these responsibilities will be considered in any evaluation or promotional decisions and may be grounds for discipline.

d. Employee Responsibilities

- (1) Each CARPC or Agency individual is responsible for assisting in the prevention of harassment through the following acts:
 - (a) Refraining from participation in, or encouragement of, actions that could be perceived as harassment;
 - (b) Reporting acts of harassment to ~~an Agency supervisor~~the Executive Director or Administrative Services Manager; and
 - ~~(c)~~ Encouraging any individual who confides that he or she is being harassed or discriminated against to report these acts to ~~an Agency supervisor~~.
- (2) the Executive Director or Administrative Services Manager. Failure of any Agency individual to carry out the above responsibilities will be considered in any performance evaluation or promotional decisions and may be grounds for discipline, up to and including ~~dismissal~~termination.

e. Complaint Procedures

- (1) Any individual encountering harassment is encouraged, but not required, to inform the person that his or her actions are unwelcome and offensive. This initial contact can be either verbal or in writing. The individual should document all incidents of harassment in order to provide the fullest basis for investigation.
- (2) Any individual who has unsuccessfully attempted to terminate the harassment by means of paragraph 3.e(1) above, and who believes that he or she is being harassed, shall report the incident(s) as soon as possible to ~~an Agency supervisor~~the Executive Director or Administrative Services Manager so that steps may be taken to protect the individual from further harassment, and so that appropriate investigative and disciplinary measures may be initiated. Where doing so is not practical, the individual may instead file a complaint with the Executive Director or the Executive Chairperson.
- (3) The supervisor or other person to whom a complaint is given

shall meet with the individual and document the incident(s) complained of, the person(s) performing or participating in the harassment, any witnesses to the incident(s) and the date(s) on which the harassment occurred.

- (4) An individual should utilize the above internal reporting procedure first. However, if after utilizing this procedure the complainant does not feel the complaint has not been adequately addressed, the complainant may file a complaint with either or both of the following:

(a) Wisconsin Equal Rights Division
201 East Washington Avenue, Room A100
P.O. Box 8928
Madison, WI 53708-8928
Phone: (608) 266-6860

~~(b)~~ City of Madison Department of Civil Rights
210 Martin Luther King Jr. Blvd, Room 523

~~(b)~~ Madison, WI 53703
Phone: (608) 266-4910

- (5) The internal investigation authority shall be responsible for investigating any complaint alleging harassment or discrimination.
- (a) The internal investigation authority shall immediately notify the Executive Director if the complaint contains evidence of criminal activity, such as battery, rape, or attempted rape.
- (b) The investigation shall include a determination as to whether other individuals are being harassed by the person, and whether other individuals participated in or encouraged the harassment.
- (c) The internal investigation authority shall inform the parties involved of the outcome of the investigation.
- (d) A file of harassment and discrimination complaints shall be maintained in a secure location.
- (6) There shall be no retaliation against any individual for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint.
- (7) The complaining party's confidentiality will be maintained throughout the investigatory process to the extent practical and appropriate under the circumstances.
- (8) Complainants or employees accused of harassment may file a grievance/appeal in accordance with the Commission's procedures when they disagree with the investigation or disposition of a harassment claim.

f. **Retaliation**

- (1) Retaliation against any individual for filing a harassment or discrimination complaint, or for assisting, testifying, or participating in the investigation of such a complaint, is illegal and is prohibited by this policy and by federal statutes.
- (2) Retaliation is a form of employee misconduct. Any evidence of retaliation shall be considered a separate violation of this policy and shall be handled by the same complaint procedures established for harassment and discrimination complaints.
- (3) Monitoring to ensure that retaliation does not occur is the responsibility of the Executive Director and ~~each supervisor~~ the Administrative Services Manager.

4. 4. **Definitions**

- a. **Verbal Harassment.** Sexual innuendoes; degrading or suggestive comments; repeated pressure for dates; jokes of a sexual nature; unwelcome sexual flirtations; degrading words used to describe an individual; obscene and/or graphic descriptions of an individual's body; or threats that job, wages, assignments, promotions, or working conditions could be affected if the individual does not agree to a suggested sexual relationship.
- b. **Non-Verbal.** Sexually suggestive or offensive objects or pictures; inappropriate usage of voicemail, e-mail, the internet, or other such sources as a means to express or obtain sexual material, comments etc.; printed or written materials including offensive cartoons; suggestive or offensive sounds; whistling; catcalls; or obscene gestures. Any material which inappropriately raises the issues of sex or discrimination. Treating an employee differently than other employees when they have refused an offer of sexual relations.
- c. **Physical.** Unsolicited or unwelcome physical contact of a sexual nature, which may include touching, hugging, massages, kissing, pinching, patting, or regularly brushing against the body of another person.
- d. **Other Forms of Harassment.** Persistent and unwelcome conduct or actions on the basis of disability, sex, arrests or conviction record, marital status, sexual orientation, membership in the military reserve, or use or nonuse of lawful products away from work is prohibited under this policy and Wis. Stats § 111.31-111.39.
- e. Harassment on any basis (race, sex, age, disability, etc.) exists whenever submission to harassing conduct is made, either explicit or implicit, a term or condition of an individual's employment; submission to or rejection of such conduct is used as the basis for an employment decision affecting an individual; or the conduct interferes with an employee's work or creates an intimidating, hostile, or offensive work environment. Such conduct is

prohibited under this policy and Wis. Stats. § 111.31-111.39.

- f. **Unwelcome.** Sexual conduct is unwelcome whenever the person subjected to it considers it unwelcome. The conduct may be unwelcome even though the victim voluntarily engages in it to avoid adverse treatment.

H-9-13. Workplace Bullying

Capital Area Regional Planning Commission defines bullying as repeated inappropriate behavior, either direct or indirect, whether verbal, physical, or otherwise, conducted by one or more persons against another or others at the place of work or over the course of employment. Such behavior violates the Commission's stated professional conduct standards and that all employees will be treated with dignity and respect.

H-14. Liability Insurance Coverage-

The Agency retains general liability coverage on its employees against bodily injury or against property damage while on the premises of the Agency's office or while conducting Agency business outside. In addition, the Agency retains automotive liability insurance coverage on all autos the Agency leases, hires, or borrows, or on autos owned by employees used in Agency work. This insurance provides coverage for the protection of the Agency on its employees and equipment. It does not supplant the need for an employee's own liability insurance. Information on the amount of coverage and terms of coverage ~~are~~ is available by examining the policies. See the Administrative Services ~~Coordinator~~ Manager for details.

H-10-15. Media Relations-

If an employee receives any contact by members of the media at work, the employee shall not answer any questions, but, instead, refer the person to the Executive Director. All media inquiries during working hours should be responded to by the Executive Director or the Executive Chairperson, either of whom may designate other staff to speak to members of the media. Failure to forward media calls to the Executive Director could result in inaccurate or misinterpreted information representing CARPC and/or the Agency to the public. Repeated unauthorized contact with the media during working hours may also lead to disciplinary action, up to and including termination (see Section F-4 [Discipline]).

H-11-16. Nursing Mothers-

The Agency will provide reasonable break time each day to any employee who needs to nurse or express breast milk for her infant child (until the child reaches the age of one year). This break time must, if possible, run concurrently with any break time already provided to the employees (see Section H-12.2. [Office Hours/Hours of Work]). Any other time needed for this purpose will be without pay. A private space for employees to express breast milk or nurse their babies will be provided. Employees who are nursing mothers should see the Administrative Services

~~Coordinator~~Manager for more details.

~~H-12-17. Office Hours/Hours of Work-~~

~~The Agency's office is open for business weekdays between 7:45 a.m. and 4:30 p.m. except on holidays as shown in Section D-2 (Holidays). The office may be closed on other days if all Agency staff need to attend meetings that are away from the office.~~

Agency staff are expected to schedule their work time and communicate their availability to enable effective collaboration with colleagues, clients, partners, and others.

Hours of Work. All full-time exempt employees shall work a minimum of 80 hours in a pay period, inclusive of any holiday or paid time off, but are not expected to work more than 80 hours. If unusual work demands require an employee to work more than 80 hours, and reasonable flexing of the timing when job responsibilities are performed cannot resolve the need, an employee may work more than 80 hours. In such cases, employee shall continue to enter time above 80 hours in designated time tracking software, but shall not receive additional compensation.~~All full-time exempt employees shall work of an eight-hour day, five-day week with a forty five minute unpaid d. The normal workday is from 7:45 a.m. to 4:30 p.m., and the lunch~~80 hours in a pay period is flexible, and

Non-exempt employees shall work up to 40 hours in a work week.

Employees shall typically work and be available for collaboration approximately during the hours of 8:00 a.m. to 5:00 p.m., five days per week excluding holidays (See Section D-2 [Holidays]). Availability for conversation and effective communication about availability is critical, including routine use of digital calendar and communication tools provided by the Agency.

~~Non-exempt employees shall work up to 40 hours in a work week.~~

~~Some positions may require employees to work evening and weekend hours (see Section C-6 [Overtime]).~~ Employees may flex their schedules and take time off during typical work hours to accommodate necessary evening or weekend work time.

~~1- Exempt employees are not eligible for overtime policies). Part-time and extra-hire employees will work those hours agreed upon with the supervisor at the time of hire, pay and may flex their time within the pay period. Non-exempt employees are eligible for overtime pay (See Section C-6 [Overtime]).~~

~~Alternative eight-hour workdays may be arranged at the division or section level with the approval of the Executive Director. Such alternate work hours shall be according to fixed schedules for six-month periods and assume that the division will be staffed during office hours.~~

2.1. **Paid Break Time.** Employees may take a 15-minute up to 30 minutes of paid break in mid-time during a workday, typically as 15-minute periods in the morning and mid-afternoon, and typically not including lunch.

2. **Office Hours.** Agency staff shall have access to the office as needed to do work

or manage equipment. The agency office is open to visitors by appointment, with visitor access to be coordinated by the lead staff person involved in the appointment.

H-13-18. Remote Work

The ~~Capital Area Regional Planning Commission~~Agency recognizes both the value and the responsibilities of remote work when both the employee and the job allow for more flexible arrangements. Working “remotely” refers to working at home or offsite rather than having a physical presence in the workplace.

The eligibility for remote work is dependent upon several factors, including but not limited to job responsibilities, employee competencies, business needs, and workspace/equipment. Remote work is not a guarantee and should not be viewed as a job expectation unless specified in an employment agreement. Remote work will be based on the individual circumstances of each case and within the sole discretion of management. The detailed Remote Work Policy can be found on the Employee Intranet>Personnel Resources.

All policies relating to onsite workers apply equally to remote workers, including those regarding the use of company property and computers. Remote workers are expected to use the preferred communication tools and equipment provided by ~~the Capital Area Planning Commission~~Agency.

H-19. Outside Employment-

If an Agency employee takes on outside employment, it should not involve a conflict of interest with the employee’s Agency job responsibilities or with the Agency’s plans and programs. One example of a conflict of interest would be taking on planning consultant work within Dane County or in an adjoining jurisdiction. Outside employment should also not interfere with the employee’s ability to perform their job responsibilities. An employee who is involved or about to be involved in any matter that could result in a conflict of interest or with the Agency’s plans or programs, shall so notify ~~their supervisor and~~ the Executive Director describing the matter and the nature of the possible conflict.

H-14-20. Political Activity

Because CARPC is an intergovernmental and non-partisan agency serving local governments in Dane County, employees shall avoid any political activity that would: (1) associate CARPC with a political campaign; and/or (2) be carried out on Agency time.

However, a special leave of absence for political activity may be applied for and shall be granted if the Executive Director determines that the duties of the employee can adequately be carried out or can be postponed during the absence. See Section D-- 3.6. (Special Leaves of Absence) for more information about special leaves of absence.

H-15-21. Travel-

Travel time while performing official duties (other than normal home-to-work travel) may count toward the employee's 40-hour work week, consistent with Federal regulations.

Payment of travel expenses is covered in Section C—3 (Employee Expenses).-

H-16-22. Whistleblower Policy-

A whistleblower as defined by this policy is an employee of the Agency who reports an activity that the whistleblower considers to be illegal or dishonest to one or more of the parties specified in this Policy. The whistleblower is not responsible for investigating the activity or for determining fault or corrective measures; appropriate management officials are charged with these responsibilities.

Examples of illegal or dishonest activities are violations of federal, state, or local laws; billing for services not performed or for goods not delivered; and other fraudulent financial reporting.

If an employee has knowledge of or a concern of illegal or dishonest fraudulent activity, the employee is to contact ~~their immediate supervisor,~~ the Executive Director, Administrative Services ~~Coordinator~~Manager, or the Commission's Chairperson. The employee must exercise sound judgment to avoid baseless allegations. An employee who intentionally files a false report of wrongdoing will be subject to discipline up to and including termination.

Whistleblower protections are provided in two important areas -- confidentiality and against retaliation. Insofar as possible, the confidentiality of the whistleblower will be maintained. However, identity may have to be disclosed to conduct a thorough investigation, to comply with the law and to provide accused individuals their legal rights of defense. The Agency and/or the Commission will not retaliate against a whistleblower. This includes, but is not limited to, protection from retaliation in the form of an adverse employment action such as termination, compensation decreases, or poor work assignments and threats of physical harm. Any whistleblower who believes they are being retaliated against must contact the Administrative Services ~~Coordinator~~Manager immediately. The right of a whistleblower for protection against retaliation does not include immunity for any personal wrongdoing that is alleged and investigated.

All reports of illegal and dishonest activities will be promptly submitted to the ~~Agency~~Executive Director, who is responsible for investigating and coordinating corrective action.

Employees with any questions regarding this policy should contact the Administrative Services ~~Coordinator~~Manager.

H-23. Workplace Violence

The Capital Area Regional Planning Commission will not tolerate any type of workplace violence by or against employees. This includes any actions that threaten employees, non-employees, customers, vendors, or others in the workplace.

The Capital Area Regional Planning Commission reserves the right to determine if particular actions are considered threatening, violent, or intimidating behavior.

Re: Farmland Preservation Planning**Requested Action:**

None

Background:

CARPC has conducted a variety of activities focused on farmland loss and farmland preservation, mostly from 2008 to 2017. Activities have included data collection and analysis, workshops, committees, and issue papers.

Staff Comments:

We propose the following efforts to build a renewed focus on farmland preservation:

2025 – Data, Practice Review and Informal Discussions

- a. Update and extend previous data work to show what's happened recently and evaluate the accuracy of prior farmland loss predictions
- b. Review the implementation status of past recommendations
- c. Collect case studies and ideas from other regions
- d. Informally, during communications with partner organizations, continue to note CARPC's interest in a regional focus on farmland preservation, identify interested parties, and collect ideas about planning methods and preservation tools
- e. Specify 2026 planning activities in the CARPC Work Program

2026 – Formal Workgroup and Action

- a. Convene a workgroup (3-5 sessions?) to consider the information collected in 2025 and select priority actions
- b. Get started on actions

Attachments:

None

Staff Contacts:

Jason Valerius, Executive Director
jasonv@capitalarearpc.org
608 474 6010

Next Steps:

See above

Re: Chair and Executive Director Reports**Requested Action:**

None

Background:

None

Staff Comments:

This is an opportunity for the Commission Chair to provide updates on items not otherwise addressed in the agenda of this meeting, including any noteworthy activities or discussions of the Executive Committee or other active committees.

The Executive Director provides a monthly report briefly describing the various activities of the agency and will present noteworthy highlights from that report.

Attachments:

1. Executive Director's Report

Staff Contacts:

Jason Valerius, Executive Director
jasonv@capitalarearpc.org
608 474 6010

Next Steps:

N/A

Executive Director Monthly Report to CARPC Commissioners

Thursday, April 10, 2025

(updates from the previous month in blue text)

PROGRAMS AND SERVICES

Regional Development Framework ([link to website](#))

- Performance indicators – Work on performance indicators continues. Our current focus is a reliable database to track the timing and location of development.
- The project to assess local land use codes for consistency with RDF strategies ([link to Project Description](#)) had UW student assistance in 2023 and 2024. CARPC staff plan to wrap up this assessment in 2025 Q2. Final products will focus on recommendations, examples of local projects, and comparisons of existing practices across Dane County communities.
- **Regional Population Projections** – CARPC is collaborating with Dane County, City of Madison, the MPO, and UW Planning to propose population projections that we are willing to use in local planning.

Planning Assistance

- **In Progress:** Town of Bristol comprehensive plan update (Adopted in January); [Town of Rutland Comprehensive Plan update \(Held open house 3/12; Public hearing 3/31 and Planning Commission recommended Board approval\)](#). Assisting the Southwestern Wisconsin RPC with their strategic planning process (Feb- Nov 2025). [Assisting Rock County with their Comprehensive and Farmland Preservation Plan updates and the City of Evansville with Human-powered transportation planning \(once contracts are approved\)](#).
- **Ongoing:** Towns of Berry, Blue Mounds, Bristol, Springfield, and Sun Prairie mapping services (Ongoing zoning amendments).
- **Prospective:** Town of Berry for 2025/2026 comprehensive planning.

Intergovernmental Agreement Efforts

- **Town and City of Sun Prairie** – [Meeting with local staff on 4/17 following internal reviews of the draft by each party.](#)
- **Town of Bristol and City of Sun Prairie**—Beginning discussions Q2
- **Village of Oregon and Town of Rutland**—Beginning discussions Q2

Education and Information

- **Joint CARPC-MPO webinar series** – [To meet increased demand for in-person meetings and events, we are planning to develop an in-person forum on issues that affect cross-jurisdictional roadways, likely sometime this fall. We will still offer webinars as a tool to promote specific programs and projects as needed/appropriate but no longer plan to offer a pre-set schedule as we have in the past.](#)
- **Outreach events:** [CARPC staff will be participating in 10+ in-person events in April and May, including a Starkweather Creek Monitoring Open House on 4/16, the BECWA Forum on 4/22, Trout Days on 5/3](#)

Numerous Arbor Day and Earth Day-related events are planned (Earth Day Extravaganza 4/22, Dane County Arbor Day 4/34-4/25, Bilingual Environmental Conservation Fair 4/26, Party for the Planet 5/3).

- Staff continue to create content for [Facebook/LinkedIn](#), [newsletters](#), and our [website](#).
- **Media coverage:** The Governor's office issued a [press release](#) on 3/31 listing the recipients of state Pre-Disaster Flood Mitigation Grant funding, including CARPC's road-stream crossing inventory project.

Regional Water Quality Planning

- **WI Salt Wise Partnership**
 - \$5 million grant program for Salt Wise equipment in the Governor's Executive Budget ("Winter Road Improvement Program" under Natural Resources)
 - Meeting with Joint Finance Committee members and staff to discuss the program
 - Connecting with constituents of JFC members and others located close to the four upcoming Joint Finance Committee listening sessions (Kaukauna, West Allis, Hayward, and Wausau)
 - Worked on funding strategy
 - Corporate Sponsorship meetings
 - Setting up mechanisms for donations
 - Case Study development
 - Village of Slinger, City of Oconto Falls, Village of Walworth, Bruce Company/AmFam, CJ's,
 - Communications (Newsletter, Social Media)
 - Webinars
 - March – Salt Wise Stories: City of Glendale
 - April – What's All the Buzz? Remote Weather Stations
 - Salt Wise Season Debrief Planning
 - Madison-area (Fitchburg) – April 17
 - Milwaukee-Waukesha area (Wauwatosa) – April 24
 - Fall Event Scheduling
 - Recent presentations
 - Upper Mississippi River Conservation Committee Conference
- **Water Quality Plan Updates & Amendments**
 - **SSA Amendments**
 - Active: (none)
 - Pending/future: T-Westport ("Tuggle Rd/Hope Ct"); V-McFarland; C-Madison (multiple); C-Sun Prairie (multiple); V-Cross Plains
 - **Amendment for MMSD Effluent Discharge (2308 "Nine Springs WWTP Effluent Revision")** – DNR conditionally approved the amendment (link to [DNR decision letter](#)); C-Verona is litigating; MMSD submitted additional monitoring/analysis to address conditions of approval (DNR is reviewing).
 - **Environmental Corridors Report** – Updating the Environmental Corridors Report (last updated 1996, [View PDF](#)). The Final Report has been approved and adopted as part of DCWQP. Link to [Final Report](#).
 - Future work includes assessment of existing Policies & Criteria for Environmental Corridors.
 - **DCWQP Summary Plan Update** – Updating the [Summary Plan](#) (last updated 2004) to update information and figures, refine focus and applicability per the current regulatory environment and needs/conditions in the region, and incorporate current themes (e.g., climate resilience, equity, and environmental justice) into the DCWQP. CARPC was awarded a Bipartisan Infrastructure Law (BIL) grant (\$48,000 over 2 years) to partially fund this work. [Staff have kicked off work on the project,](#)

though it is on a (hopefully) short-term pause while they confirm that the funding will be provided to the state.

- **SSA Amendment Process Analysis (Ad-Hoc Water Quality Committee)** – Staff continue to evaluate our current SSA Amendment process and consider the development of an alternative process, with the intention of addressing existing pain points, increasing efficiency, and improving outcomes. The Last Committee meeting was on March 19. The next meeting is to be scheduled for April/May.

- **Water Quality Plan Consistency**

- 8 sewer extension reviews in March (4 new greenfield development, 0 infill development, 1 redevelopment, 3 reconstruction/other)

Regional Climate Resilience Planning

- **Black Earth Creek Green Infrastructure Plan (GI Plan)** – Continuing work with Steering Committee on implementation of the GI Plan ([link to site](#)). Working with local stakeholders to fund the continuation of stream monitoring. Awarded \$18,270 DNR Surface Water Grant for FY25 (\$21,900 awarded in FY24) to support monitoring.
 - **Black Earth Creek Stream Restoration** - Assisted Dane Co LWR in successful application for WEM Pre-Disaster Flood Resilience Grant (\$250,000) to complete a stream realignment/restoration project along Black Earth Creek as recommended in the GI Plan. Staff may provide modeling support.
- **Tree Canopy Collaborative (TCC)** The Village of Dane, along with the Dane County Tree Boards support, was recognized by the International Society of Arboriculture and presented with the Gold Leaf Award for outstanding landscape beautification activities. The award was received at the WAA/WDNR Annual Conference on February 18th. CARPC will be participating in select Arbor Day events around the county in addition to planning their own school tree planting event in a rural community.
- **Neighborhood Forest Project** – Partnership with Eco-Latinos, Operation Fresh Start, Sustain Dane, and Urban Tree Alliance to involve residents in planting and maintaining 100-125 trees per year in south Madison. This project is funded through the Inflation Reduction Act (IRA) (3-year project for \$360,000). CARPC’s contribution includes time for coordination, database development, and mapping assistance. CARPC will receive \$5,000 a year for our assistance. This project has received its first round of funding, though, as with all IRA projects, the status of this federal funding is unknown.
- **Midwest Climate Collaborative** – Joined as a founding member ([link to website](#)). The 2025 Midwest Climate Summit will take place in Madison at Memorial Union from April 30 to May 5 (more info [here](#)). Caitlin Shanahan is co-chairing the event. The conference gift to attendees will include heritage oaks grown by CARPC and donated by the Dane County Tree Board. Liz Levy and Matt Noone are preparing a 90-minute panel session on tree canopy cover management initiatives at the micro, regional, and state levels. CARPC and MPO staff are coordinating a green infrastructure bike tour.
- **Stream Crossing Inventory** – Conducting road-stream crossing inventory at town, county, and some state roads in Dane County. Collected data can be viewed on the [Great Lakes Stream Crossing Inventory Stream Crossing Dashboard](#). We have \$31,570 in Bipartisan Infrastructure Law (BIL) grant to fund the pilot study (4 townships). Selected for WEM Pre-Disaster Flood Resilience Grant (PDFRG) funding to extend project to 29 townships across Dane County, anticipating completion in December 2026. CARPC will receive a total of \$250,000 (75% from WEM PDFRG and 25% match provided by DNR’s FEMA Building Resilient Infrastructure and Communities grant funds). CARPC to partner with Trout Unlimited for data collection in the Driftless region. Finalized and distributed reports for the Towns of Cottage Grove and Sun Prairie and scheduled

presentation at Town Board meeting in April for Cottage Grove. Data collection in the Town of Sun Prairie and Medina will begin in April.

- **Mapping Old Growth Forests and Oak Gap Woodlands to Enhance Land Stewardship and Conservation Priorities in Wisconsin** – Collaborative grant application with Gathering Waters, the State Cartographer’s Office, and CARPC to identify conservation priority areas; application submitted 2/14/2025. [The grant administrators received a record level of applications this year, our application was not successful. The same collaborators will reapply using the same concept to the Bock Foundation in May 2025.](#)
- **Powerful Teen Leaders – Graphical Information Systems Introduction** – Collaborative grant application between Sustain Dane, the State Cartographer’s Office, and CARPC to implement a GIS training session for underserved youth (ages 14-17). The project would include two days of classroom activities and two days of field work conducting a forest and infrastructure inventory on the Northside. The application was submitted on 3/10/2025.

Cooperative Water Resources Monitoring

- **Dane County Water Resources Monitoring Program** - Ongoing with USGS and Partners. Existing agreements expire at the end of 2025. Staff are coordinating with USGS and local partners to renew their agreements. It is expected that outreach and educational efforts may be needed.
- **Black Earth Creek Watershed Monitoring Program** – Ongoing with USGS and Partners. See additional details under the GI Plan.
- **Regional Strategic Monitoring Framework** – Development of a strategic framework to guide stream monitoring activities across Dane County; project in collaboration with Dane County LWR staff. Kickoff meeting with stakeholders 4/3/25; anticipate recurring meetings through June.
- **Starkweather Creek Community-Based Water Chloride Monitoring Initiative** – Collaborative project to continuously monitor chloride point sources throughout the Starkweather watershed at 8 different locations. An 11-member Starkweather Technical Committee has been formed that will be meeting on a reoccurring bi-monthly schedule. This group aims to assist in maintaining existing monitoring efforts, expanding monitoring efforts, seeking future funding opportunities, and providing expert guidance on proper data modeling methodologies. A joint media event was held on February 12th on Starkweather, where team members will provide a demonstration and background on chloride contamination sources and mitigation efforts. CARPC attended the Reflecting on Community-Based Water Research- Water@UW-Madison & Morgridge Center for Public Service Round Table on 3/14/25 to share our project successes and challenges thus far. [The next technical committee meeting is on 4/17/25.](#)

PARTNERSHIP UPDATES

- **MPO** – The MPO is waiting on WisDOT to provide more details on the additional STBG and TAP funds announced in January and watching for additional clarity from the federal government about the security of routine funding streams. [The new and improved Dane County Bike Map is available now.](#)
- **Dane County Office of Energy and Climate Change** – After earning [SolSmart designations](#) in 2024, the designation group continues to meet monthly to share sustainability-related updates. [CARPC is working on a countywide map of rooftop solar installations, aiming for completion by the end of the year.](#)
- **Dane County Planning & Development** – quarterly meetings of CARPC and DCP&D Staff: Feb 6 meeting highlights included CARPC’s [Census Cruncher](#) data tool, County’s [comp plan map interface](#), and County’s [Prejudice in Places](#) project. Coordinating on a joint fact sheet that highlights the unique roles of each agency as well as areas of collaboration.
- **Madison Region Economic Partnership (MadREP)** – Everett Butzine is the Interim President and CEO, and they have several new hires. [MadREP is organizing an event on April 23 called Building Community Capacity & Development Best Practices. Jason is joining a panel discussion about how communities can prepare for development.](#)
- **MMSD** – Amendment to the DCWQP to allow discontinuation of effluent discharge to Badger Mill Creek was conditionally approved in September. CARPC Staff participated in the Steering Committee for the Health & Resilience of Badger Mill Creek, agreeing to take the lead in several of the proposed projects which may come out of the work being done (subject to MMSD Commission selection of project priorities)—these include additional USGS stream monitoring, groundwater recharge and stream modeling with WGNHS using the Dane County Groundwater Model, and potentially co-leading a watershed study. CARPC and MMSD staff met in December to discuss various collaborative projects and topics of interest- the next meeting is TBD. MMSD confirmed the hiring of internal candidate Eric Dundee as the new Executive Director, effective 1/6. [Jason has a meeting on April 17 with Eric and Laura Hicklin, Director of Dane County Land and Water Resources, to discuss projects and shared interests.](#)
- **Clean Lakes Alliance** – Continuing to pursue collaboration opportunities in support of the *Renew the Blue* plan ([link to site](#)), with a focus on data and green infrastructure. Jason is part of a steering committee for a new initiative in 2025 to prioritize and drive the implementation of actions related to phosphorous reduction. This may include a key role for CARPC to help develop land use data and indicators related to water quality. [CARPC will be hosting a table at the 2025 Clean Lakes Community Breakfast, Tuesday, May 13, 7 – 8 a.m. coffee and conversation, 8 – 9:30 a.m. breakfast and program, Monona Terrace. Commissioners attending are Pfeiffer, Murphy, Greb, Tishler, Schuler, and Crombie. Two staff will also attend.](#)
- **Madison Area Builders Association** – We are collaborating with MABA staff on their use of our development tracker tool and opportunities for them to help enhance it.
- **Groundswell Conservancy** – Groundswell has a new Executive Director, Heidi Habeger. We anticipate further discussion related to the property they are acquiring along the Black Earth Creek, water quality planning with the Clean Lakes Alliance, and as part of our Farmland Preservation initiative.