



AGENDA
of the
Capital Area Regional Planning Commission

Thursday, May 14, 2026

Westport Town Hall – 5387 Mary Lake Rd, Waunakee
Zoom Webinar

6:00 pm

Participant Information

How to Attend: This meeting will take place in person and via Zoom Webinar. You may participate in the meeting from your computer, tablet, smartphone, at this URL:

<https://us02web.zoom.us/j/85681285412?pwd=9SeBL9buMbvJa1AaGCpdng2JCXbzzp.1>

Phone: 1-312-626-6799

Meeting ID: 856 8128 5412

Passcode: 464856

If you need other accommodation to attend the meeting, please call Matt Kozlowski at 608-474-6017 or email at MatthewKoz@CapitalAreaRPC.org.

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 for all attendees at the discretion of the Chair. The Commission 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 and up to 24 hours before the meeting 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.

Agenda

1. Establish Quorum
2. Public Comment on Matters not on the agenda
3. **PUBLIC HEARING**
 - a. Public Hearing on a Proposed Amendment of the *Dane County Water Quality Plan* by Adopting Revised *Environmental Corridor Policies and Criteria*
 - (1) Staff Presentation – Overview of Updated Policies and Criteria document
 - (2) Open Public Hearing to Take Testimony from Attendees, Close Public Hearing
 - (3) Commissioner Questions and Discussion
4. **Consent Agenda (all items are actionable)**
 - a. **Minutes of the April 9, 2026 CARPC Meeting**
 - b. **Executive Committee Recommendations**

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.

- 1) **Approval of Annual Agreement to Provide Water Quality Management Planning Assistance to the Wisconsin Department of Natural Resources, \$95,000 for 2026**
 - 2) **Approval of Water Quality Management Planning Grant Agreement with the Wisconsin Department of Natural Resources for Chloride Planning Activities in Starkweather Creek, \$25,000 for 2026-2027**
 - 3) **Approval of Agreements with USGS and Various Regional Stakeholders for Cooperative Monitoring within the Yahara River Watershed for 2026**
5. **Acknowledgement of Receipt – March 2026 Financial Management Report (*actionable item*)**
 6. *Dane County Water Quality Plan: Summary Plan* Update – Update on Project and Stakeholder Engagement Process – Staff Presentation and Discussion
 7. Water Quality Plan Conformance Review Fees Assessment – Staff Presentation and Discussion
 8. Farmland Stewardship Initiative Update – Staff Presentation and Discussion
 9. Acceptance of MadREP/USDA Funds for Rural Economic Development Update – Staff Presentation and Discussion
 10. Quarterly Report on Work Program Hours – Budget vs. Actual – Staff Presentation and Discussion
 11. CARPC Approach to Public Engagement Related to Sewer Service Area Amendments – Staff Presentation and Discussion
 12. Reports
 - a. Commission Chair
 - b. Executive Director
 - (1) Program and Services Updates
 - (2) Partnership Updates
 13. Future Agenda Items
(next meeting June 11, 2026, location TBD and via Zoom, 6:00 pm meeting start)
 - a. Amendment of the *Dane County Water Quality Plan* by Adopting Revised *Environmental Corridor Policies and Criteria* (June)
 - b. Resolution 2026-XX Approving the 2027 Preliminary CARPC Budget and Dane County Charge (June)
 - c. Resolutions for MadREP/USDA funds (June)
 - d. 2025 Annual Report Presentation (June)
 - e. 2025 CARPC Audit (June)
 - f. Update on Key Performance Indicators for the Regional Development Framework (June)
 - g. Public Hearing/Applicant Presentation – Sun Prairie Sewer Service Area Amendment – Business Park (July)
 - h. Visits/presentations by allied organizations - TBD
 14. 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.

Re: Public Hearing & Staff Presentation on a Proposed Amendment of the *Dane County Water Quality Plan* by Adopting Revised *Environmental Corridor Policies and Criteria***Requested Action:**

None

Background:

CARPC conducts water quality management planning in our region under a contractual agreement with the WDNR. Environmental Corridors (EC) are a key component of the *Dane County Water Quality Plan* and are mapped within designated Sewer Service Areas in our region. The existing [Environmental Corridors Policies and Criteria](#) (Policies and Criteria) were adopted in 2008 as part of the *Dane County Water Quality Plan*. These policies set requirements and guide the implementation of Environmental Corridors. The corresponding Environmental Corridors report, a technical appendix of the *Dane County Water Quality Plan*, was revised and adopted in 2025. Since this time, staff have completed a comprehensive analysis of the existing policies, drafted an updated policy document (attached), and consulted with Wisconsin DNR Water Quality staff, subject matter experts, and focus groups representing partners, regulated municipalities and land developers to further refine policy revisions.

Staff gave a detailed presentation of Environmental Corridors and the proposed policies at the April 9th meeting of the Commission. A recording of this meeting is available at this link (presentation begins at ~6:14 mm:ss): [CARPC Recording](#).

These updates will constitute an amendment to the *Dane County Water Quality Plan*. The public hearing is intended to give members of the public, local governmental officials, and interested groups the opportunity to provide input as part of the public participation process required for amendments to the areawide water quality management plan in accordance with NR 121.

Staff Comments:

In general, these updates seek to clarify requirements, align policy with historical intent and implementation, and add new protections based on new information and stakeholder input.

Attachments:

1. Draft Updated Policies and Criteria (clean)
2. Draft Updated Policies and Criteria (redlined)
3. Record of Stakeholder Input

Staff Contact:

Melissa Michaud
Environmental Resources Planner
MelissaM@CapitalAreaRPC.org
608-474-6020

Next Steps:

Staff will assemble public commentary for further consideration. Staff will seek Commission action at a future meeting (likely June 2026), then (assuming adoption) send to DNR for review and approval.

Policies and Criteria for Environmental Corridors

Dane County Water Quality Plan

Capital Area Regional Planning Commission

(DRAFT April 10, 2026)

Contents

Section 1	General	1
Section 2	Definitions	2
Section 3	Implementation	3
Section 4	Areas for Inclusion	4
	a) Required Areas	4
	b) Voluntary Areas.....	5
Section 5	Permitted Uses	5
	a) Incompatible Uses.....	6
	b) Compatible Uses.....	6
Section 6	Exemptions	7
Section 7	Changes to Environmental Corridors	7
	a) Major Changes	7
	b) Administrative Changes.....	8

SECTION 1 GENERAL

As defined in the [Dane County Water Quality Plan \(DCWQP\)](#), **Environmental Corridors** are a network of open space and natural areas in places that are otherwise urbanized or planned for urban development. These corridors include environmentally sensitive lands, natural and cultural resources requiring protection from disturbance and development, and lands needed for open space, stormwater management, and recreational use.

The [Environmental Corridors Report](#) identifies seven open space functions of Environmental Corridors: protection of resources and critical environmental processes; protection of public health, safety and property; outdoor recreation and education; scenic beauty; protection of archeological and geological resources; stormwater management; and climate resilience.

33 Pursuant to [Wis. Admin. Code § NR 121.05\(1\)\(g\)2.c.](#), certain lands must be excluded from development
34 that requires waste treatment systems "because of the potential for adverse impacts on the quality of
35 the waters of the state." The features to be considered for protection "include but are not limited to
36 wetlands, shorelands, floodways and floodplains, steep slopes, highly erodible soils and other limiting
37 soil types, groundwater recharge areas, and other such physical constraints." Environmental Corridors
38 also connect and protect other features that advance local and regional interests, such as
39 archeological sites, sensitive habitats, and public parks. The *Policies and Criteria for Environmental*
40 *Corridors* (this document; hereinafter, these *Polices and Criteria*) sets requirements and guides the
41 implementation of Environmental Corridors.

42 SECTION 2 DEFINITIONS

43 (i) **Constructed Drainageway**

44 A watercourse constructed to carry water flows typically characterized by a clearly defined channel
45 bottom with a consistent slope and uniform side slopes; for the purposes of these *Policies and Criteria*, a
46 naturally occurring watercourse which has been altered is not included in this definition and would
47 retain its original stream classification (i.e., perennial, intermittent, or ephemeral).

48 (ii) **Ephemeral Stream**

49 A stream with flow only in response to precipitation events (rainfall or snowmelt) and typically
50 characterized by a lack of features found in perennial and intermittent streams and having physical
51 characteristics more closely matching the surrounding upland landscape.

52 (iii) **High-Quality Woodlands**

53 Woodlands that retain a high proportion of native vegetation, typically characterized by the presence of
54 mature canopy trees. These systems maintain intact ecological structure and processes, support high
55 levels of biodiversity, and exhibit largely undisturbed soil conditions, having avoided plowing, intensive
56 grazing, and other forms of significant degradation.

57 (iv) **Intermittent Stream**

58 A stream with seasonal flow (i.e., water flows continuously during wetter parts of the year but is typically
59 dry during drier parts of the year) with flow is sourced from continual precipitation patterns (rainfall or
60 snowmelt) and upstream flows or when groundwater is sufficiently high to provide base flow and
61 typically characterized by a well-defined channel often containing riffles/pools, evidence of ongoing
62 scour such as exposure of rock, gravel, or sand in the channel bottom, hydric soils, and possible
63 presence of aquatic species.

64 (v) **Ordinary High Water Mark (OHWM)**

65 As defined by WDNR¹, the point on the bank or shore of a waterway up to which the presence and action
66 of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial
67 vegetation, or other easily recognized characteristics. In lieu of an available OHWM, the top of bank can
68 be used for purposes of defining setbacks and Environmental Corridors.

¹ See WDNR [Navigability and Ordinary High Water Mark Determinations](#) webpage

69 **(vi) Perennial Stream**

70 A stream with continuous year-round flow in at least a portion of the streambed, under normal
71 climactic conditions, with flow sourced from upstream waters and/or base flow (groundwater
72 discharge into the stream) and typically characterized by a well-defined channel often containing
73 riffles/pools, and with a clear distinction between limits of water flow and vegetation growth.

74 **(vii) Riparian**

75 Describes the area along the edge of a water body (i.e., streams, lakes, ponds) or wetland subject to
76 these *Policies and Criteria*. If a [steep slope](#) or woodland starts within the riparian area and extends
77 beyond it, the entirety of that feature is considered riparian, terminating either 300 feet from the water
78 body or wetland edge or at the point where runoff no longer flows directly to that waterbody or wetland,
79 whichever is less.

80 **(viii) Sewer Service Areas (SSA)**

81 Planning areas identified in the *DCWQP* which include existing (sanitary) sewer service areas and adjacent
82 land most suitable for new development, as well as environmentally sensitive areas where development
83 would have an adverse impact upon water quality. In the Dane County region, sewer service areas have
84 historically been further defined as either Urban Service Areas or Limited Service Areas.

85 **(ix) Steep Slopes**

86 Slopes having a 12% or greater gradient in the glaciated portions of the county; or having a 20% or
87 greater gradient in the driftless² portion of the county.

88 **(x) Vegetated Buffer**

89 A vegetated area along a wetland or water body that serves to protect water quality and other
90 ecosystem processes by filtering pollutants, preferably containing native³ vegetation appropriate for
91 local conditions.

92 **SECTION 3 IMPLEMENTATION**

93 These *Policies and Criteria* apply to all sewer service areas identified in the *DCWQP*. Environmental
94 Corridors are mapped for all sewer service areas within Dane County. Mapping is for visual reference
95 only and may not reflect the most accurate information available; always consult with CARPC Staff for
96 verification of accuracy of Environmental Corridor mapping.

97 Environmental Corridor boundaries are continually revised and updated based on best-available
98 information. Review and adjustments typically occur during sewer service area amendments and sewer
99 extension reviews, or at any other time with support of the local unit of government. Specific lands within
100 a sewer service area which have been added through an amendment to the boundary may be subject
101 to differing requirements that supersede these *Policies and Criteria*.

102 These *Policies and Criteria* set the regional expectations for lands to be protected from urban
103 development. Local units of government are encouraged to use this land and water protection tool to

² See WGNHS [Publications Catalog](#)

³ Native species recommended by WDNR or best available data resources

104 address local priorities or resources not addressed by these *Policies and Criteria*. Areas not otherwise
105 listed for inclusion in Environmental Corridor within Section 4 (see [Required Areas](#) and [Voluntary Areas](#)
106 below) can be voluntarily proposed for inclusion with consideration to the three general criteria
107 described in detail in the *Environmental Corridors Report*, which are: (a) degree of contribution of an
108 element to an open space function; (b) degree of continuity, connectivity, and linkages; and (c) degree
109 of existing development.

110
111 Local units of government play an active role in the implementation and protection of Environmental
112 Corridors by building protective measures into local ordinances, zoning requirements, plat design
113 review, permitting, and conservation design requirements. These and other regulations, combined with
114 acquisition techniques, help ensure the integrity of the corridors (see further discussion within Appendix
115 C of the *Environmental Corridors Report*).

116 SECTION 4 AREAS FOR INCLUSION

117 Areas included in Environmental Corridors are classified into two categories: **required** areas and
118 **voluntary** areas. Required areas are always included in Environmental Corridors, whereas voluntary
119 areas are recommended for protection from development and will be included with support of the
120 local/governing municipality.

121 a) Required Areas

- 122 1. Wetlands under WDNR jurisdiction along with a minimum 75-ft vegetated buffer from the
123 wetland edge on all sides (as determined by current⁴ WDNR-recognized wetland delineation or
124 WDNR-mapped WWI wetlands where field delineation is not available)
- 125 2. Perennial⁵ water bodies (including natural streams, lakes, ponds, etc.) along with a minimum
126 75-ft vegetated buffer from the ordinary high water mark (OHWM) on all sides
- 127 3. Intermittent⁵⁵ streams along with a vegetated buffer that is at least 25 feet from the OHWM and
128 falls within a larger vegetated corridor with a minimum total width defined as follows (stream
129 need not be centered within):
 - 130 a. If desired to include public recreational path use: 100 ft
 - 131 b. If not desired to include public recreational path use: 75 ft
- 132 4. Waters designated as Areas of Special Natural Resource Interest⁶ by WDNR along with a
133 minimum vegetated buffer that is at least 75 feet from the OHWM on all sides and with a
134 minimum 200-ft total width vegetated corridor (water resource need not be centered within)
- 135 5. Stormwater management areas and conveyance channels (generally only engineered
136 practices containing open water and/or the use of soil and vegetation for treatment) within an
137 outlot, easement, or other defined boundary
- 138 6. 1% annual chance (100-year) floodplains and floodways
- 139 7. Riparian steep slopes

⁴ Five years from the date of WDNR confirmation or date of delineation by a [WDNR-assured delineator](#)

⁵ As determined by the [National Hydrography Dataset](#) from the United States Geological Survey; refined based on field assessment or better data (e.g., aerials, contours)

⁶ See list of waters designated on WDNR [Water Quality Standards and Classifications](#) webpage

- 140 8. Publicly owned parks, greenways, and conservancy areas (including supporting structures and
- 141 other improvements necessary for the function of these areas)
- 142 9. Archaeological sites on the National Register or identified by Wisconsin Historical Society (WHS)

143 **b) Voluntary Areas**

- 144 1. Potentially restorable wetlands and areas of hydric soils
- 145 2. 0.2% annual chance (or 500-year) floodplains and floodways
- 146 3. Vegetated buffers for wetlands and other water bodies extending up to 300 feet from the
- 147 wetland edge or OHWM (based on the sensitivity of the resources and level of protection
- 148 desired)
- 149 4. Wooded, steep slopes
- 150 5. Ice Age Trail and Capital Springs Trail Corridors
- 151 6. Internally drained depressional areas (closed basins)
- 152 7. Natural Resource Area Boundaries⁷
- 153 8. Privately owned parks, greenways, and conservancy areas (including supporting structures and
- 154 other improvements necessary for the function of these areas)
- 155 9. Endangered and sensitive habitats⁸ (based on consultation with WDNR or other qualified
- 156 personnel) including, but not limited to, remnant or restored prairies and oak savannas
- 157 10. Habitat stepping stones and corridor connections that support local ecological needs⁹
- 158 11. Areas containing subsurface conditions (such as liquified soils, high groundwater, shallow
- 159 porous bedrock, karst features, and known critical recharge areas with a direct conduit to
- 160 groundwater) where development risks groundwater contamination or alters groundwater flow
- 161 or downstream hydrology, unless stringent site plan review and appropriate mitigation
- 162 practices have been provided with the goal of maintaining groundwater protection
- 163 12. Unique geologic formations and glacial features (such as rock outcrops, eskers, outwash fans,
- 164 channels, moraine crests, and drumlins)
- 165 13. Riparian slopes between 12%-20% gradient in the driftless portion of the county, unless stringent
- 166 site plan review and appropriate mitigation practices have been provided with the goal of
- 167 maintaining the stability of the slope
- 168 14. Riparian wooded areas, in particular those that contain high-quality woodlands

169 **SECTION 5 PERMITTED USES**

170 This section identifies specific features and activities, collectively referred to here as “uses,” that are
 171 either prohibited because they are **incompatible** with the functions of Environmental Corridors or
 172 permitted because they are considered **compatible** with these functions. The determination of
 173 compatibility is made by CARPC staff based on these *Policies and Criteria* and the concepts and
 174 principles described in the *Environmental Corridors Report*.

⁷ Data source managed by Dane County Parks

⁸ Based on an assessment by a professional using available DNR coarse-level metric protocols for [oak openings](#), [oak and pine barrens](#), [oak woodlands](#), and [southern sedge meadow and wet-mesic prairie](#) community types

⁹ See Chapter 03 of the [Environmental Corridors Report](#)

175 **a) Incompatible Uses**

176 The following uses are incompatible with Environmental Corridor functions and prohibited within
177 Environmental Corridors:

- 178 1. Impervious areas or other site development activity, unless otherwise exempted or allowed
179 as a compatible use
- 180 2. Soil disturbance within the following areas, often referred to as the “no-grading buffer,”
181 unless intended to reestablish natural grades, to restore wetland or riparian habitat, or
182 when the grading is necessarily associated with a compatible use and the area is restored
183 to existing (or better) conditions utilizing native vegetation:
 - 184 a. Within 30 ft of a wetland edge
 - 185 b. Within 30 ft of the OHWM of a water body or within the minimum-required
186 vegetated buffer, whichever is less
- 187 3. Storage of materials (e.g., contaminated waste products, agricultural chemicals, industrial
188 chemicals, petroleum products, etc.), equipment (e.g., diesel generators, fueling stations,
189 etc.) or other activities with the potential to contaminate surface water or groundwater

190 **b) Compatible Uses**

191 The following uses are generally compatible with Environmental Corridor functions and may be
192 permitted within Environmental Corridors. However, these uses should remain outside of applicable no-
193 grading buffers unless the use results in no changes in grade and only temporary impacts to the
194 Environmental Corridor due to construction, and any temporary disturbance is fully restored to existing
195 (or better) conditions utilizing native vegetation appropriate for the conditions (insofar as allowed by
196 other state and local requirements):

- 197 1. Recreation-related facilities (e.g., park shelters or facilities, bike/pedestrian paths, boat
198 ramps, necessary parking and drives to service allowed facilities, etc.)
- 199 2. Stormwater management practices
- 200 3. Utility maintenance or construction (public or private) that cannot reasonably occur
201 outside of the Environmental Corridor and that meets the criteria of [Wis. Admin. Code § NR](#)
202 [115](#) for the purpose of serving eligible development
- 203 4. Agricultural land uses that adhere to conservation best management practices (also
204 referred to as sustainable or regenerative agriculture) and which build soil health, retain
205 water and nutrients, and provide water quality benefits
- 206 5. Temporary¹⁰ storage of construction materials for staging and other activities that do not
207 have the potential to contaminate surface water or groundwater

208 Grading, vegetation modification, or the installation of compatible uses in an Environmental Corridor
209 associated with environmentally sensitive areas should not appreciably reduce or harm the ecological
210 functions of the Environmental Corridor (e.g., disturbed areas shall be restored with native vegetation;
211 facilities should be located so as to minimize the potential impacts on resources present).

¹⁰ The length of time determined to be temporary shall be made by CARPC staff in consultation with other officials having jurisdiction and shall be made in the interest of protecting water quality and the functions of the environmental corridor.

212 **SECTION 6 EXEMPTIONS**

213 The following do not necessitate inclusion within Environmental Corridor and are exempt from the
214 *Policies and Criteria*:

- 215 a) Impervious areas (footprint only) that existed prior to February 28, 2008 (date of original
216 adoption of these *Policies and Criteria*)
- 217 b) Constructed riparian steep slopes beyond minimum-required vegetated buffers for water
218 bodies and wetlands
- 219 c) Wetlands (or portions thereof) and associated vegetated buffers that have received an
220 artificial or nonfederal exemption or fill permit from the WDNR
- 221 d) Wetlands (and associated vegetated buffers) which have formed within constructed
222 drainage swales as part of a stormwater management plan or in roadside ditches as part
223 of transportation projects
- 224 e) Transportation maintenance or construction (public or private) that cannot reasonably
225 occur outside the required Environmental Corridor area and that meets the criteria of [Wis.
226 *Admin. Code § NR 117*](#) for the purpose of serving eligible development

227 **SECTION 7 CHANGES TO ENVIRONMENTAL CORRIDORS**

228 After specific lands have been designated as Environmental Corridor, subsequent changes are possible
229 through the following two processes: **major changes** and **administrative changes**¹¹. The determination
230 of which process a change must follow is made by CARPC staff using these guidelines; uncertainty
231 about the water quality impacts of a proposed change will typically trigger the major change process.

232 **a) Major Changes**

233 **Major changes** have the potential for significant adverse impacts to water quality or other protected
234 resources defined by these *Policies and Criteria*. These changes constitute a formal amendment to the
235 *DCWQP*, and require a public hearing, action by the CARPC Commission, and WDNR approval following a
236 detailed analysis of the impact of the change to demonstrate that what is proposed will still maintain
237 water quality standards and contribute to open space functions and that the proposed mitigation
238 measures will likely be successful in mitigating potential adverse impacts. Major change requests must
239 be initiated or supported by the municipality that governs the area in question. Major changes include,
240 but are not limited to, the following:

- 241 1. Removal of, or development within, a required Environmental Corridor area as defined in
242 these *Policies and Criteria*
- 243 2. Any change resulting in the elimination or interruption of the continuity of any corridor
244 segment that includes environmentally sensitive areas
- 245 3. Any change inconsistent with the conditions of a Resolution or Water Quality Management
246 Letter associated with an approved amendment to the sewer service area

¹¹ Referred to as 'Minor changes' in original *Policies and Criteria of Environmental Corridors*

247 **b) Administrative Changes**

248 **Administrative changes** do not have the potential for significant adverse impacts to water quality or
249 other protected resources defined by these *Policies and Criteria* and are administered by CARPC staff.

250 Administrative changes include, but are not limited to, the following:

- 251 1. Revisions based on new data (recognized as valid by WDNR) regarding the location, extent,
252 or type of natural feature described as a required Environmental Corridor area
- 253 2. Revisions to reflect municipally approved changes in the location or extent of parks,
254 greenways, conservancy areas, or stormwater management areas
- 255 3. Removal of areas that are not required Environmental Corridors
- 256 4. Addition of areas described in the [Required Areas](#) or [Voluntary Areas](#) sections of these
257 *Policies and Criteria* or determined by CARPC staff to be compatible with the three general
258 criteria for inclusion described in the *Environmental Corridors Report*
- 259 5. Revisions resulting from application of exemptions described in [Section 6](#) (above)

Policies and Criteria for Environmental Corridors

Dane County Water Quality Plan

Capital Area Regional Planning Commission

(DRAFT April 1, 2026)

Contents

Section 1	General	1
Section 2	Definitions	2
Section 3	Implementation	3
Section 4	Areas for Inclusion	4
	a) Required Areas	4
	b) Voluntary Areas.....	5
Section 5	Permitted Uses	5
	a) Incompatible Uses.....	6
	b) Compatible Uses.....	6
Section 6	Exemptions	7
Section 7	Changes to Environmental Corridors	7
	a) Major Changes	7
	b) Administrative Changes.....	8

SECTION 1 GENERAL

As defined in the [Dane County Water Quality Plan \(DCWQP\)](#), **Environmental Corridors** are a network of open space and natural areas in places that are otherwise urbanized or planned for urban development. These corridors include environmentally sensitive lands, natural and cultural resources requiring protection from disturbance and development, and lands needed for open space, stormwater management, and recreational use.

The [Environmental Corridors Report](#) identifies seven open space functions of Environmental Corridors: protection of resources and critical environmental processes; protection of public health, safety and property; outdoor recreation and education; scenic beauty; protection of archeological and geological resources; stormwater management; and climate resilience.

33 Pursuant to [Wis. Admin. Code § NR 121.05\(1\)\(g\)2.c.](#), certain lands must be excluded from development
34 that requires waste treatment systems "because of the potential for adverse impacts on the quality of
35 the waters of the state." The features to be considered for protection "include but are not limited to
36 wetlands, shorelands, floodways and floodplains, steep slopes, highly erodible soils and other limiting
37 soil types, groundwater recharge areas, and other such physical constraints." Environmental Corridors
38 also connect and protect other features that advance local and regional interests, such as
39 archeological sites, sensitive habitats, and public parks. The *Policies and Criteria for Environmental*
40 *Corridors* (this document; hereinafter, these *Polices and Criteria*) sets requirements and guides the
41 implementation of Environmental Corridors.

42 SECTION 2 DEFINITIONS

43 (i) **Constructed Drainageway**

44 A watercourse constructed to carry water flows typically characterized by a clearly defined channel
45 bottom with a consistent slope and uniform side slopes; for the purposes of these *Policies and Criteria*, a
46 naturally occurring watercourse which has been altered is not included in this definition and would
47 retain its original stream classification (i.e., perennial, intermittent, or ephemeral).

48 (ii) **Ephemeral Stream**

49 A stream with flow only in response to precipitation events (rainfall or snowmelt) and typically
50 characterized by a lack of features found in perennial and intermittent streams and having physical
51 characteristics more closely matching the surrounding upland landscape.

52 (ii)(iii) **High-Quality Woodlands**

53 Woodlands that retain a high proportion of native vegetation, typically characterized by ~~scattered,~~the
54 presence of mature canopy trees. These systems maintain intact ecological structure and processes,
55 support high levels of biodiversity, and exhibit largely undisturbed soil conditions, having avoided
56 plowing, intensive grazing, and other forms of significant degradation.

57 (iv) **Intermittent Stream**

58 A stream with seasonal flow (i.e., water flows continuously during wetter parts of the year but is typically
59 dry during drier parts of the year) with flow is sourced from continual precipitation patterns (rainfall or
60 snowmelt) and upstream flows or when groundwater is sufficiently high to provide base flow and
61 typically characterized by a well-defined channel often containing riffles/pools, evidence of ongoing
62 scour such as exposure of rock, gravel, or sand in the channel bottom, hydric soils, and possible
63 presence of aquatic species.

64 (iii)(v) **Ordinary High Water Mark (OHWM)**

65 As defined by WDNR¹, the point on the bank or shore of a waterway up to which the presence and action
66 of the water is so continuous as to leave a distinct mark either by erosion, destruction of terrestrial
67 vegetation, or other easily recognized characteristics. In lieu of an available OHWM, the top of bank can
68 be used for purposes of defining setbacks and Environmental Corridors.

¹ See WDNR [Navigability and Ordinary High Water Mark Determinations](#) webpage

69 **(vi) Perennial Stream**
70 A stream with continuous year-round flow in at least a portion of the streambed, under normal
71 climactic conditions, with flow sourced from upstream waters and/or base flow (groundwater
72 discharge into the stream) and typically characterized by a well-defined channel often containing
73 riffles/pools, and with a clear distinction between limits of water flow and vegetation growth.

74 **(iv)(vii) Riparian**

75 Describes the area along the edge of a water body (i.e., streams, lakes, ponds) or wetland ~~that falls~~
76 ~~within the vegetated buffer required by~~ subject to these *Policies and Criteria*. If a steep slope or
77 woodland starts within the riparian area and extends beyond it, the entirety of that feature is considered
78 riparian, terminating either 300 feet from the water body or wetland edge or at the point where runoff
79 no longer flows directly to that waterbody or wetland, whichever is less.

80 **(v)(viii) Sewer Service Areas (SSA)**

81 Planning areas identified in the *DCWQP* which include existing (sanitary) sewer service areas and adjacent
82 land most suitable for new development, as well as environmentally sensitive areas where development
83 would have an adverse impact upon water quality. In the Dane County region, sewer service areas have
84 historically been further defined as either Urban Service Areas or Limited Service Areas.

85 **(vi)(ix) Steep Slopes**

86 Slopes having a 12% or greater gradient in the glaciated portions of the county; or having a 20% or
87 greater gradient in the driftless² portion of the county.

88 **(vii)(x) Vegetated Buffer**

89 A vegetated area along a wetland or water body that serves to protect water quality and other
90 ecosystem processes by filtering pollutants, preferably containing native³ vegetation appropriate for
91 local conditions.

92 **SECTION 3 IMPLEMENTATION**

93 These *Policies and Criteria* apply to all sewer service areas identified in the *DCWQP*. Environmental
94 Corridors are mapped for all sewer service areas within Dane County. Mapping is for visual reference
95 only and may not reflect the most accurate information available; always consult with CARPC Staff for
96 verification of accuracy of Environmental Corridor mapping.

97 Environmental Corridor boundaries are continually revised and updated based on best-available
98 information. Review and adjustments typically occur during sewer service area amendments and sewer
99 extension reviews, or at any other time with support of the local unit of government. Specific lands within
100 a sewer service area which have been added through an amendment to the boundary may be subject
101 to differing requirements that supersede these *Policies and Criteria*.

102 These *Policies and Criteria* set the regional expectations for lands to be protected from urban
103 development. Local units of government are encouraged to use this land and water protection tool to

² See WGNHS [Publications Catalog](#)

³ Native species recommended by WDNR or best available data resources

104 address local priorities or resources not addressed by these *Policies and Criteria*. Areas not otherwise
105 listed for inclusion in Environmental Corridor within Section 4 (see [Required Areas](#) and [Voluntary Areas](#)
106 below) can be voluntarily proposed for inclusion with consideration to the three general criteria
107 described in detail in the *Environmental Corridors Report*, which are: (a) degree of contribution of an
108 element to an open space function; (b) degree of continuity, connectivity, and linkages; and (c) degree
109 of existing development.

110

111 Local units of government play an active role in the implementation and protection of Environmental
112 Corridors by building protective measures into local ordinances, zoning requirements, plat design
113 review, permitting, and conservation design requirements. These and other regulations, combined with
114 acquisition techniques, help ensure the integrity of the corridors (see further discussion within Appendix
115 C of the *Environmental Corridors Report*).

116 SECTION 4 AREAS FOR INCLUSION

117 Areas included in Environmental Corridors are classified into two categories: **required** areas and
118 **voluntary** areas. Required areas are always included in Environmental Corridors, whereas voluntary
119 areas are recommended for protection from development and will be included with support of the
120 local/governing municipality.

121 a) Required Areas

- 122 1. Wetlands under WDNR jurisdiction along with a minimum 75-ft vegetated buffer from the
123 wetland edge on all sides (as determined by current⁴ WDNR-recognized wetland delineation or
124 WDNR-mapped WWI wetlands where field delineation is not available)
- 125 2. Perennial⁵ water bodies (including natural ~~and constructed~~ streams, lakes, ponds, etc.) along
126 with a minimum 75-ft vegetated buffer from the ordinary high water mark (OHWM) on all sides
- 127 3. Intermittent⁵ streams (~~both natural and constructed, but generally excluding drainage~~
128 ~~channels constructed as part of a stormwater management system~~) along with a vegetated
129 buffer that is at least 25 feet from the OHWM and falls within a larger vegetated corridor with a
130 minimum total width defined as follows (stream need not be centered within):
 - 131 a. If desired to include public recreational path use: 100 ft
 - 132 b. If not desired to include public recreational path use: 75 ft
- 133 4. Waters designated as Areas of Special Natural Resource Interest⁶ by WDNR along with a
134 minimum vegetated buffer that is at least 75 feet from the OHWM on all sides and ~~falls~~
135 ~~within~~with a minimum 200-ft total width vegetated corridor (water resource need not be
136 centered within)
- 137 5. Stormwater management areas and conveyance channels (generally only engineered
138 practices containing open water and/or the use of soil and vegetation for treatment) within an
139 outlot, easement, or other defined boundary
- 140 6. 1% annual chance (100-year) floodplains and floodways

⁴ Five years from the date of WDNR confirmation or date of delineation by a [WDNR-assured delineator](#)

⁵ As determined by the [National Hydrography Dataset](#) from the United States Geological Survey; refined based on field assessment or better data (e.g., aerials, contours)

⁶ See list of waters designated on WDNR [Water Quality Standards and Classifications](#) webpage

- 141 7. Riparian steep slopes
- 142 8. Publicly owned parks, greenways, and conservancy areas (including supporting structures and
- 143 other improvements necessary for the function of these areas)
- 144 9. Archaeological sites on the National Register or identified by Wisconsin Historical Society (WHS)

145 **b) Voluntary Areas**

- 146 1. Potentially restorable wetlands and areas of hydric soils
- 147 2. 0.2% annual chance (or 500-year) floodplains and floodways
- 148 3. Vegetated buffers for wetlands and other water bodies extending up to 300 feet from the
- 149 wetland edge or OHWM (based on the sensitivity of the resources and level of protection
- 150 desired)
- 151 4. Wooded, steep slopes
- 152 5. Ice Age Trail and Capital Springs Trail Corridors
- 153 6. Internally drained depressional areas (closed basins)
- 154 7. Natural Resource Area Boundaries⁷
- 155 8. Privately owned parks, greenways, and conservancy areas (including supporting structures and
- 156 other improvements necessary for the function of these areas)
- 157 9. Endangered and sensitive habitats⁸ (based on consultation with WDNR or other qualified
- 158 personnel) including, but not limited to, remnant or restored prairies and oak savannas
- 159 10. Habitat stepping stones and corridor connections that support local ecological needs⁹
- 160 11. Areas containing subsurface conditions (such as liquified soils, high groundwater, shallow
- 161 porous bedrock, karst features, and known critical recharge areas with a direct conduit to
- 162 groundwater) where development risks groundwater contamination or alters groundwater flow
- 163 or downstream hydrology, unless stringent site plan review and appropriate mitigation
- 164 practices have been provided with the goal of maintaining groundwater protection
- 165 12. Unique geologic formations and glacial features (such as rock outcrops, eskers, outwash fans,
- 166 channels, moraine crests, and drumlins)
- 167 13. Riparian slopes between 12%-20% gradient in the driftless portion of the county, unless stringent
- 168 site plan review and appropriate mitigation practices have been provided with the goal of
- 169 maintaining the stability of the slope
- 170 14. Riparian wooded areas, in particular those that ~~are~~contain high-quality woodlands

171 **SECTION 5 PERMITTED USES**

172 This section identifies specific features and activities, collectively referred to here as “uses,” that are
 173 either prohibited because they are **incompatible** with the functions of Environmental Corridors or
 174 permitted because they are considered **compatible** with these functions. The determination of
 175 compatibility is made by CARPC staff based on these *Policies and Criteria* and the concepts and
 176 principles described in the *Environmental Corridors Report*.

⁷ Data source managed by Dane County Parks

⁸ Based on an assessment by a professional using available DNR coarse-level metric protocols for [oak openings](#), [oak and pine barrens](#), [oak woodlands](#), and [southern sedge meadow and wet-mesic prairie](#) community types

⁹ See Chapter 03 of the [Environmental Corridors Report](#)

177 a) Incompatible Uses

178 The following uses are incompatible with Environmental Corridor functions and prohibited within
179 Environmental Corridors:

- 180 1. Impervious areas or other site development activity, unless otherwise exempted or allowed
181 as a compatible use
- 182 2. Soil disturbance within the following areas, often referred to as the “no-grading buffer,”
183 unless intended to reestablish natural grades, to restore wetland or riparian habitat, or
184 when the grading is necessarily associated with a compatible use and the area is restored
185 to existing (or better) conditions utilizing native vegetation:
 - 186 a. Within 30 ft of a wetland edge
 - 187 b. Within 30 ft of the OHWM of a water body or within the minimum-required
188 vegetated buffer, whichever is less
- 189 3. Storage of materials (e.g., contaminated waste products, agricultural chemicals, industrial
190 chemicals, petroleum products, etc.), equipment (e.g., diesel generators, fueling stations,
191 etc.) or other activities with the potential to contaminate surface water or groundwater

192 b) Compatible Uses

193 The following uses are generally compatible with Environmental Corridor functions and may be
194 permitted within Environmental Corridors. However, these uses should remain outside of applicable no-
195 grading buffers unless the use results in no changes in grade and only temporary impacts to the
196 Environmental Corridor due to construction, and any temporary disturbance is fully restored to existing
197 (or better) conditions utilizing native vegetation appropriate for the conditions (insofar as allowed by
198 other state and local requirements):

- 199 1. Recreation-related facilities (e.g., park shelters or facilities, bike/pedestrian paths, [boat](#)
200 [ramps](#), necessary parking and drives to service allowed facilities, etc.)
- 201 2. Stormwater management practices
- 202 3. Utility maintenance or construction (public or private) that cannot reasonably occur
203 outside of the Environmental Corridor and that meets the criteria of [Wis. Admin. Code § NR](#)
204 [115](#) for the purpose of serving eligible development
- 205 4. Agricultural land uses that adhere to conservation best management practices (also
206 referred to as sustainable or regenerative agriculture) and which build soil health, retain
207 water and nutrients, and provide water quality benefits
- 208 5. Temporary¹⁰ storage of construction materials for staging [and other activities](#) that do not
209 have the potential to contaminate surface water or groundwater

210 Grading, vegetation modification, or the installation of compatible uses in an Environmental Corridor
211 associated with environmentally sensitive areas should not appreciably reduce or harm the ecological
212 functions of the Environmental Corridor (e.g., disturbed areas shall be restored with native vegetation;
213 facilities should be located so as to minimize the potential impacts on resources present).

¹⁰ [The length of time determined to be temporary shall be made by CARPC staff in consultation with other officials having jurisdiction and shall be made in the interest of protecting water quality and the functions of the environmental corridor.](#)

214 **SECTION 6 EXEMPTIONS**

215 The following do not necessitate inclusion within Environmental Corridor and are exempt from the
216 *Policies and Criteria*:

- 217 a) Impervious areas (footprint only) that existed prior to February 28, 2008 (date of original
218 adoption of these *Policies and Criteria*)
- 219 b) Constructed riparian steep slopes beyond minimum-required vegetated buffers for water
220 bodies and wetlands
- 221 c) Wetlands (or portions thereof) and associated vegetated buffers that have received an
222 artificial or nonfederal exemption or fill permit from the WDNR
- 223 d) Wetlands (and associated vegetated buffers) which have formed within constructed
224 drainage swales as part of a stormwater management plan or in roadside ditches as part
225 of transportation projects
- 226 e) Transportation maintenance or construction (public or private) that cannot reasonably
227 occur outside the required Environmental Corridor area and that meets the criteria of [Wis.
228 *Admin. Code § NR 117*](#) for the purpose of serving eligible development

229 **SECTION 7 CHANGES TO ENVIRONMENTAL CORRIDORS**

230 After specific lands have been designated as Environmental Corridor, subsequent changes are possible
231 through the following two processes: **major changes** and **administrative changes**¹¹. The determination
232 of which process a change must follow is made by CARPC staff using these guidelines; uncertainty
233 about the water quality impacts of a proposed change will typically trigger the major change process.

234 **a) Major Changes**

235 **Major changes** have the potential for significant adverse impacts to water quality or other protected
236 resources defined by these *Policies and Criteria*. These changes constitute a formal amendment to the
237 *DCWQP*, and require a public hearing, action by the CARPC Commission, and WDNR approval following a
238 detailed analysis of the impact of the change to demonstrate that what is proposed will still maintain
239 water quality standards and contribute to open space functions and that the proposed mitigation
240 measures will likely be successful in mitigating potential adverse impacts. Major change requests must
241 be initiated or supported by the municipality that governs the area in question. Major changes include,
242 but are not limited to, the following:

- 243 1. Removal of, or development within, a required Environmental Corridor area as defined in
244 these *Policies and Criteria*
- 245 2. Any change resulting in the elimination or interruption of the continuity of any corridor
246 segment that includes environmentally sensitive areas
- 247 3. Any change inconsistent with the conditions of a Resolution or Water Quality Management
248 Letter associated with an approved amendment to the sewer service area

¹¹ Referred to as 'Minor changes' in original *Policies and Criteria of Environmental Corridors*

249 **b) Administrative Changes**

250 **Administrative changes** do not have the potential for significant adverse impacts to water quality or
251 other protected resources defined by these *Policies and Criteria* and are administered by CARPC staff.

252 Administrative changes include, but are not limited to, the following:

- 253 1. Revisions based on new data (recognized as valid by WDNR) regarding the location, extent,
254 or type of natural feature described as a required Environmental Corridor area
- 255 2. Revisions to reflect municipally approved changes in the location or extent of parks,
256 greenways, conservancy areas, or stormwater management areas
- 257 3. Removal of areas that are not required Environmental Corridors
- 258 4. Addition of areas described in the [Required Areas](#) or [Voluntary Areas](#) sections of these
259 *Policies and Criteria* or determined by CARPC staff to be compatible with the three general
260 criteria for inclusion described in the *Environmental Corridors Report*
- 261 5. Revisions resulting from application of exemptions described in [Section 6](#) (above)

Environmental Corridors Policies & Criteria – 2026 Update

Record of Stakeholder Input

Prepared by CARPC staff (last revised 4/10/2026)

This document summarizes input from various stakeholders that CARPC staff gathered from June 2025 to April 2026 related to possible revisions to the Policies and Criteria for Environmental Corridors.

Wisconsin Department of Natural Resources Water Quality Staff

June 2025

Started discussion about policy updates with DNR.

Subject Matter Experts

October 2025

CARPC staff met with subject matter experts from the Wisconsin Department of Natural Resources (WDNR) and the Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) surrounding four topics: endangered and sensitive habitats, geology and soils, waterways, and woodlands. Staff shared proposed clarifications/additions to the Policies and Criteria and asked five general questions about each topic:

1. What are the benefits of protecting these areas on water resources and other ecosystems?
2. What other statutory/regulatory requirements support or aid protection?
3. What is the historical perspective of such protection?
4. What hurdles or challenges do you see?
5. What other opportunities or priorities do you see?

Participants

Name	Organization	Topic
Tim Asplund	WDNR	Waterways
Sarah Bogen	WDNR	Waterways
Camille Bruhn	WDNR	Waterways
Sharon Fandel	WDNR	Endangered and Sensitive Habitats
Lauren Haydon	WDNR	Waterways

Sarah Herrick	WDNR	Woodlands
Mark Riedel	WDNR	Geology and Soils
Helena Tiedmann	WDNR	Endangered and Sensitive Habitats, Geology and Soils, Waterways, Woodlands
Cody Calkins	DATCP	Geology and Soils
Jenn Chakravorty	DATCP	Geology and Soils

Topics discussed:

Endangered and Sensitive Habitats

1. Data privacy limitations
2. Habitat Quality Ranking Tools/Criteria
3. Specific habitat categories

Geology and Soils

1. Nutrient Management Requirements
2. Flexibility of areas listed referenced in NR 121
3. Soil data categories

Waterways

1. Perennial/intermittent vs navigability distinction as it relates to vegetated buffer requirements
2. Wider vegetated buffers for high-quality water bodies
3. Restriction to grading within 30 feet of all waterways (not just wetlands)
4. Riparian wooded areas

Woodlands

1. Old growth woodlands
2. Woodlands with steep slopes (>12% grade)
3. Riparian wooded areas – definition, recommendations, and water quality benefits
4. Metrics for determinations of quality

Focus Groups

February 2026

CARPC staff gathered three focus groups: Collaborators and Land Protectors, Regulated Entities, and Madison Area Builder’s Association (MABA). Two documents were shared with

stakeholders ahead of the focus group meetings: draft update to the Policies and Criteria for Environmental Corridors and an overview of proposed changes.

The focus group meetings included a presentation by CARPC staff that gave an overview of CARPC and the Dane County Water Quality Plan, the Policies and Criteria update process, and Environmental Corridor components. It also included a summary of proposed changes related to Environmental Corridor delineation and reorganization/clarification and highlighted topics for group discussion.

Collaborators and Land Protectors

Participants

Name	Organization
Helena Tiedmann	WDNR
Kyle Minks	Dane County Land and Water Resources Department
Andy Paulios	Dane County Parks
Tony Abate	Groundswell Conservancy
Andy Bingle	Driftless Area Land Conservancy
Stephanie Judge	Driftless Area Land Conservancy

Concerns/topics discussed:

1. Buffers – preferred vegetation, temporary impacts, and enforcement
2. Protection of wetlands that are partially exempted by WDNR
3. Inclusion of restored prairies as endangered and sensitive habitats
4. High-quality woodlands – definition and importance of management
5. Enforcement of riparian wooded areas

Regulated Entities

Participants

Name	Organization
Deanna Schmidt	City of Fitchburg
Greg Fries	City of Madison
Brian Grady	City of Madison
Phil Gaebler	City of Madison
Abby Attoun	City of Middleton
Josh Clements	City of Sun Prairie
Lucas Sivertsen	City of Verona
Mark Roffers	Town of Cottage Grove, Village of DeForest, Village of Maple Bluff, and Village of Marshall
Cynthia Richson	Town of Middleton

Keith Comstock	Town of Pleasant Springs
Renee Gouaux	Town of Pleasant Springs
Faith Schuck	Town of Pleasant Springs
Jim Post	Town of Rutland
Brian Wilson	Village of Cambridge
Erin Ruth	Village of Cottage Grove
Sonja Kruesel	Village of Cross Plains
Jamie Rybarczyk	Village of Windsor
Bob Wipperfurth	Village of Windsor
Aaron Jahncke	Village of Waunakee
Curt Sauser	Madison Metropolitan Sewerage District

Concerns/topics discussed:

1. Continuity, connectivity, and linkages
2. Perennial/intermittent stream – data source/designations
3. Grandfathering of policies and what rules apply to redevelopment
4. Temporary storage of construction materials used for staging
5. Recreational use buffers
6. Temporary impacts to vegetation within no-grading buffer
7. Protection of wetlands that are partially exempted by WDNR
8. Riparian woodlands – quality, continuity, unintended consequences
9. Suggestion for external guidance document

Madison Area Builders Association

Participants

Name	Organization
Dan Day	D’Onofrio Kottke & Associates
Chad Lawler	MABA
Robert Procter	Axley LLP
Matt Schreiner	Vierbicher
Jerry Tierney	Livable Communities by Don Tierney

Concerns/topics discussed:

1. Wider buffers for waters designated as Areas of Special Natural Resource Interest (ASNRI)
2. Inclusion of riparian steep slopes regardless of vegetation
3. Criteria for distinguishing between perennial and intermittent
4. Temporary storage of construction materials used for staging

5. Grandfathering
6. Riparian woodlands – quality, effect on amount of developable land

Commission Presentation

April 2026

Provided a summary of the update process to date and the changes that are being proposed to the CARPC Commission.

Public Hearing

Scheduled for Thursday, May 14, 2026.

DRAFT MINUTES
of the
Capital Area Regional Planning Commission

April 09, 2026

Zoom Webinar

6:00 pm

Commissioners Present: Steve Greb, Audra Dalsoren, Maureen Crombie, Cynthia Richson, Bill Tishler, Heidi Murphy, Noah Lieberman, David Pfeiffer, Jim Schuler, Peter McKeever, Regina Vidaver, Alison Volk

Commissioners Absent: None

Staff Present: Jason Valerius, Matthew Kozlowski, Melissa Michaud, Nick Bower, Prachi Mehendale

Others Present: Caryl Terrell, Pat Bergen, Tom Mathies, Caleb Frostman, Luke Diaz

1. Establish Quorum

The meeting was called to order by Chair Pfeiffer at 6:00 pm. A quorum was established.

2. Public Comment on Matters not on the agenda.

None

3. **Consent Agenda (all items below are actionable items) (6:00 pm)**

- a. **Minutes of March 12, 2026 CARPC Meeting**
- b. **Executive Committee Recommendations**

- (a) **Job Description Updates – Senior Environmental Engineer, Water Quality Program Director**
- (b) **Organizational Chart Update**

Motion: Vice Chair Murphy moved to approve items on the Consent Agenda. Commissioner Crombie seconded.

The motion carried unanimously.

4. **Acknowledgement of Receipt – February 2026 Financial Management Report (actionable item) (6:01 pm)**

Motion: Commissioner McKeever moved to acknowledge receipt of the February 2026 Financial Management Report. Commissioner Dalsoren seconded.

The motion carried unanimously.

5. **CARPC Resolution 2026-07, Honoring Caryl Terrell for Service to the Commission (6:02 pm)**

Motion: Commissioner Richson moved to adopt Resolution 2026-07. Commissioner McKeever seconded.

The motion carried unanimously.

6. Proposed Amendment to the *Dane County Water Quality Plan* by Adopting Revised *Environmental Corridor Policies and Criteria* – Staff Presentation and Discussion (6:06 pm)

Melissa Michaud provided an overview of the proposed amendment.

Commissioner Vidaver asked for more information about the types of allowable temporary disturbances to environmental corridors. Melissa Michaud and Nick Bower provided examples of situations where temporary disruptions would be allowable under the revised policies.

Commissioner Schuler asked about what types of water bodies and wetlands are covered under the revised policies. Melissa Michaud provided examples from the policies.

Commissioner Richson expressed concern about the lack of a definition for temporary disturbances under the policies. Melissa Michaud provided an update on the language as it exists in the draft. Nick Bower further clarified that some situations make it difficult to exactly define a temporary disturbance, so the definition is left more broad to allow for more interpretation and situation-specific analysis.

Commissioner Richson asked for more clarity on what constitutes biodiversity under the policies and to include a statement of why biodiversity is important within the policy.

Commissioner Greb asked for clarification about the differences between voluntary and required corridors. Melissa Michaud and Jason Valerius answered that voluntary areas lack legal protections, but they're areas where municipalities and developers should have conversations about appropriate uses and protections for these resources.

Jason Valerius provided additional details about the discussions around woodland protections during the drafting process.

7. **CARPC Resolution 2026-08, CARPC Support for the Economic Development of our Region** **(actionable item) (6:37 pm)**

Jason Valerius provided an overview of the proposed resolution.

Motion: Commissioner Tishler moved to postpone Resolution 2026-08 until the September 10th, 2026 meeting. Commissioner Richson seconded.

Discussion: Commissioner Richson stated that the term 'defederalization' of these funds is misleading and isn't an easy process.

Commissioner Dalsoren added additional details about situations where the debtor is unable to repay funds and when the federal government would forgive those funds. She also added that if MadREP has to return the funds, it would also require current loan recipients to repay funds immediately. She added concern that our unwillingness to accept these funds could have economic impacts for current loan recipients and their community which might reflect poorly on CARPC.

Commissioner Richson noted that there isn't anything in the restrictions from USDA that requires these funds be used outside of Dane County.

Commissioner Schuler asked for clarification on what would happen if staff wanted to bring the item back to the Commission prior to September 10th. Chair Pfeiffer answered that the Commission would have to vote to take up the item prior to September 10th.

Commissioner Schuler asked Jason Valerius if September 10th is appropriate given the timing. Jason Valerius answered that the soonest staff would be able to bring this up is the July meeting, and that this resolution isn't necessary to accept the USDA funds.

Commissioner McKeever noted that many of the concerns about this resolution can be resolved with some adjustments to the resolution. He asked for clarification about what the deadline is for accepting these funds before USDA requests repayment from MadREP. Jason Valerius answered that there isn't a specific deadline on accepting these funds, but USDA continues to ask for these items to be completed as soon as possible.

Commissioner Richson Aye
Commissioner Schuler No
Commissioner Vidaver No
Commissioner Lieberman Aye
Commissioner McKeever Aye
Commissioner Dalsoren No
Vice Chair Murphy Aye
Commissioner Crombie No
Commissioner Greb No
Commissioner Volk Aye
Commissioner Tishler Aye
Chair Pfeiffer No

The motion failed 6-6.

Motion: Commissioner Schuler moved to postpone Resolution 2026-09 to no earlier than the July meeting. Vice Chair Murphy seconded.

The motion carried 11-1.

8. CARPC Resolution 2026-09, Creating an Ad Hoc Rural Economic Development Committee (7:09 pm)

Jason Valerius provided an overview of the proposed resolution and recommended delaying approval until additional documentation about future use of the funds can be provided by USDA.

Commissioner Richson stated that CARPC should see the paperwork from USDA prior to accepting the funds.

Commissioner Dalsoren added that seeing the agreements [for the outstanding loan] would be important to see what language was negotiated in the lending agreements.

Motion: Commissioner Schuler moved to table Resolution 2026-09. Commissioner Dalsoren seconded.

The motion carried unanimously.

9. CARPC Resolution 2026-10, Accepting the Rural Economic Development Revolving Loan Fund from the Madison Region Economic Partnership (actionable item) (7:13 pm)

Jason Valerius provided an overview of the proposed resolution and recommended delaying approval until additional documentation about future use of the funds can be provided by USDA.

Motion: Commissioner Dalsoren moved to table Resolution 2026-10. Commissioner Schuler seconded.

The motion carried unanimously.

10. Framework with the Madison Metropolitan Sewerage District for CARPC to Support Implementation of Badger Mill Creek Resilience Improvement Projects – Staff Presentation and Discussion (7:14 pm)

Verona Mayor Luke Diaz stated that it is premature for CARPC to begin the process for this item while the legal challenges are ongoing.

Pat Bergen of the Friends of Badger Mill Creek stated that he's a stakeholder of the group and outlined the concerns from stakeholders. Among the concerns raised is the timing for this agreement prior to the resolution of the court case, the uncertainty around the outcome of the pending litigation, and the potential to amend the *Dane County Water Quality Plan*. Additionally, stakeholders are seeking to have CARPC staff review the DNR report.

Jason Valerius provided an overview of the intent of Madison Metropolitan Sewerage District (“MMSD”) to support projects that enhance the resilience of the creek, the discussions between CARPC and MMSD staff to explore an arrangement whereby CARPC would administer the associated funding for those projects, and the MMSD Commission action on March 26 to support continued work toward an agreement about that arrangement.

Commissioner McKeever asked for clarification around whether administrative costs would be considered in CARPC administering the funds and asked if a joint committee between MMSD, CARPC, and stakeholders could be established. Jason Valerius answered that discussions are ongoing for costs and solutions for decision-making, but that there is an expectation that CARPC’s administrative costs would be covered in some way.

Chair Pfeiffer asked for clarification about where the proposals for projects would originate. Jason Valerius answered that stakeholders have been proposing ideas and that more stakeholder participation would be possible in the future.

Chair Pfeiffer noted his understanding that MMSD would not approve an agreement with CARPC until the legal challenge is resolved.

11. Reports (7:36 pm)

a. Commission Chair

None

b. Executive Director

(1) Program and Services Updates

(2) Partnership Updates

Jason Valerius provided highlights from the Executive Director’s report.

12. Future Agenda Items (next meeting May 14, 2026, via Zoom Webinar and in-person at the Westport Town Hall, 6:00 pm meeting start time)

a. Public Hearing – Proposed Amendment of the *Dane County Water Quality Plan* by Adopting Revised *Environmental Corridor Policies and Criteria* (May)

b. Review of CARPC approach to public engagement related to sewer service area amendments (May)

c. Resolution 2026-XX, Approving the 2027 Preliminary CARPC Budget and Dane County Charge (June)

d. 2025 Annual Report Presentation (June)

e. 2025 CARPC Audit (June)

f. Visits/presentations by allied organizations - TBD

13. Adjournment

Motion: Commissioner Richson moved to adjourn, seconded by Commissioner Dalsoren.

The motion carried unanimously. The meeting was adjourned at 7:51 pm.

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

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

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

1. **PERIOD OF AGREEMENT:** This grant agreement shall commence upon its signing by both parties and continue until December 31, 2026, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department. Grantee may claim eligible costs for reimbursement for work conducted between January 1, 2026, and the end of the grant agreement.
2. **CANCELLATION:** The Department reserves the right to cancel this grant agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. **ENTIRE AGREEMENT; AMENDMENTS:** This grant agreement, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire grant agreement and previous communications or agreements pertaining to the subject matter of this grant agreement are hereby superseded. Any grant agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. **ASSIGNMENT SUBCONTRACTS:** Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this grant agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. **DESCRIPTION OF WORK:** The Grantee agrees to perform the following services to the satisfaction of the Department:
 - A. See Attached Capital Area Regional Planning Commission “2026 CARPC Proposal for WQM Planning”.
 - B. Reports:
 - 1) Provide quarterly reports to the Department in April, July, October, and January describing all applicable work activities completed or in progress, activities anticipated during the next quarter, and any problems/issues that could affect completing this work on time. Quarterly reports should be a one or two page report, providing the following information:

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

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

Grantee - Jason Valerius, Executive Director
Capital Area Regional Planning Commission
100 State St. Suite 400
Madison, WI 53703-3350

Department - Helena Tiedmann
Wisconsin Department of Natural Resources
Bureau of Water Quality – WY/3
101 S. Webster Street, P.O. Box 7921
Madison, WI 53707-7921

7. TERMINATION:

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

- E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.
- 8. PAYMENT: The Department agrees to reimburse the Grantee up to \$40,000 of FY26 state general purpose revenue funds (state identification #370.604), and up to \$55,000 in federal FY25 Water Quality Management Planning Grant Funds, for a contract total of up to \$95,000.

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent electronically to the following:

Allen Darkow
Allen.Darkow@wisconsin.gov

Ryan Raab
Ryan.Raab@wisconsin.gov
Department of Natural Resources
Bureau of Water Quality - WY/3
P.O. Box 7921
Madison, WI 53707

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

Tim Asplund
Tim.Asplund@wisconsin.gov
Department of Natural Resources
Bureau of Water Quality – WY/3
P.O. Box 7921
Madison, WI 53707

If the final report as identified in 5, B above does not accompany the final billing, the Department may withhold 10% of the total dollars of this grant agreement until the final report is received, reviewed, and approved by the Department.

- 9. RECORDS; ACCESS: The Grantee shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this grant agreement in accordance with generally accepted accounting principles and practices. The Grantee shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this grant agreement and a copy of the cost summary submitted to the Department. The Department or any of its duly authorized representatives shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Grantee shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
- 10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.
- 11. INDEMNIFICATION. The Grantee agrees to save, keep harmless, defend and indemnify the

State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this grant agreement or omissions of Grantee's employees, agents or representatives.

12. INSURANCE. The Grantee performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount fifty thousand dollars (\$50,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than 50 employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" grantee, termination of the grant agreement or withholding of payment.
15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the U.S.

Environmental Protection Agency, CFDA #66.454, as well as State Funding 370.604. This procurement will be subject to regulations contained in 2 CFR 200.338 & 200.339 (formerly 40 CFR Parts 31 and 40 and OMB Circular 133). Neither the United States nor the Environmental Protection Agency is party to this agreement.

- 16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this grant agreement.
- 17. ANTITRUST ASSIGNMENT. The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
- 18. TAX DELINQUENCY. Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 19. ADDENDUM: Additional conditions are attached as Attachment A, as part of the Water Quality Management Planning grant, that is funding this award. It is the responsibility of the grantee to determine which if any of the Federal Administrative Conditions in Attachment A may be relevant to the grantee or their sub awards, and to apply them accordingly.

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 3/24/2026 | 11:49 AM CDT

Signed by: Steven Little on behalf of
7A5DFE3497144B5...
Karen Hyun, DNR Secretary

CAPITAL AREA REGIONAL PLANNING
COMMISSION

Date 4/21/2026 | 12:36 PM CDT

Signed by: Jason Valerius
3785FC95062248E...
Jason Valerius, Executive Director

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and reid.jeffrey@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Daughtridge.Rachel@epa.gov and reid.jeffrey@epa.gov
- Payment requests (if applicable): Daughtridge.Rachel@epa.gov and reid.jeffrey@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Daughtridge.Rachel@epa.gov

Programmatic Conditions

Grant Programmatic Terms and Conditions

A. Conditional Award

EPA has conditionally approved the workplan to allow the recipient to proceed to work on approved workplan components. The recipient may incur costs on eligible activities associated with the approved workplan components up to **\$922,100**. Until a final revised workplan has been approved by EPA:

- 1) the recipient should not request payments and EPA will not make payments for unapproved work; and
- 2) any costs incurred for unapproved work by the recipient are at its own risk.

B. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to notify the Environmental Protection Agency when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation

Interim performance and final progress reports must prominently display the three Essential Elements for state work plans: 1) Strategic Plan Goal; (2) Strategic Plan Objective; and (3) Workplan Commitments plus time frame.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project Officer within 90 days after the annual reporting period ends on 9/30.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

C. State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Requirements for Tracking and Reporting Infrastructure Investment and Jobs Act Funding and

Benefits

EPA may amend this agreement to specify additional requirements applicable to Infrastructure Investment and Jobs Act funding as information becomes available.

In the interim, the recipient agrees to have financial management and programmatic management systems in place to:

- 1) track Infrastructure Investment and Jobs Act and “regular” 604(b) funds separately using Agency-provided accounting codes and report separately on expenditures of Infrastructure Investment and Jobs Act funds.
- 2) track and report on outputs and outcomes achieved with Infrastructure Investment and Jobs Act funds: Outputs and outcomes associated with Infrastructure Investment and Jobs Act 604(b) appropriations will be estimated by examining the proportion of activities funded by Infrastructure Investment and Jobs Act relative to those funded by “regular” 604(b) allotments.
- 3) states shall report to EPA Regions no less than annually (or more often as required by Infrastructure Investment and Jobs Act reporting requirements) on key project characteristics and milestone information, applying the proportional ratio to estimate those benefits resulting from Infrastructure Investment and Jobs Act-funded activities.

Additional Agency direction on tracking and reporting Infrastructure Investment and Jobs Act funding is contained in EPA's [Interim Implementation Guidelines for Clean Water Act Section 604\(b\) Water Quality Management Planning Grants for Fiscal Years 2022 through 2026](#).

E. Water Quality Data Reporting

The recipient agrees to enter all water quality monitoring data collected under Section 604(b) assistance agreement(s) into the EPA's WQX system. All water quality data generated with Section 604(b) funding, either directly or by subaward, are required to be transmitted into the WQX system using either the WQX or WQXweb. When uploading data through WQX or WQXweb, data should be identified as Section 604 (b)-related by providing the project ID “CWA604b” in the data submission. Please contact the WQX helpdesk (wqx@epa.gov) if you need assistance assigning multiple project IDs to a dataset.

F. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#).

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process.

A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

G. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

H. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Wisconsin DNR received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

I. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.



State of Wisconsin Purchase Order

Dept of Natural Resources
 NATURAL RESOURCES, DEPT OF
 101 S WEBSTER ST - GEF2
 MADISON WI 53703
 United States

Supplier: 0000030909
 Capital Area Reg Planning Comm
 100 State Street Ste 400
 Madison WI 53703-2573
 United States

Dispatch Via Print		
Purchase Order	Date	Revision
37000-0000034434	04-09-2026	
Payment Terms	Freight Terms	Ship Via
Due Now	FOB Dest, Freight Prepaid	COMMON
Buyer	Phone	Currency
Plachetta, Konrad	608/266-0311	USD

Ship To: MADSWE0031
 NATURAL RESOURCES, DEPT OF
 101 S WEBSTER ST - GEF2
 MADISON WI 53703
 United States

Attention: Darkow, Allen

Bill To: NATURAL RESOURCES, DEPT OF
 ATTN; ACCOUNTS PAYABLE - FN/2
 PO BOX 7921
 MADISON WI 53707-7921
 United States

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	State Funding Line-Agreement to provide water quality management planning assistance to DNR		1.0000	LOT	40,000.00000	40,000.00	12/31/2026
	Agreement to provide water quality management planning assistance to DNR						
	DocuSigned agreement attached						
					Schedule Total	<u>40,000.00</u>	
					Item Total	<u>40,000.00</u>	
2 - 1	FED FY25 WQMP Funds		1.0000	LOT	55,000.00000	55,000.00	12/31/2026
					Schedule Total	<u>55,000.00</u>	
					Item Total	<u>55,000.00</u>	
					Total PO Amount	<u>95,000.00</u>	

Authorized Signature

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or non-receipt of funds from the Legislature or federal government or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for

employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



February 6, 2026

(via email)

Ms. Helena Tiedmann
Water Quality Planning Coordinator
Wisconsin Department of Natural Resources
101 South Webster Street, WT/3
Madison, WI 53707-7921

RE: 2026 CARPC Proposal for Annual Water Quality Management Planning Work

Dear Ms. Tiedmann:

Enclosed is an excerpt of the Capital Area Regional Planning Commission's (CARPC's) Agency-wide 2026 Work Program for water quality management planning work for the calendar year 2026, for your use in developing an annual aid agreement between Wisconsin DNR and CARPC for calendar year 2026.

CARPC's 2026 Regional Water Quality Planning Program reflects a general continuation of services from the prior year, including sewer service area (SSA) amendments, water quality plan conformance reviews, collaboration with regional communities and agencies to implement the water quality plan, and various projects. Note that two such projects will be partially funded through separate arrangements (see attached). The total cost of our proposed Regional Water Quality Planning Program is \$611,800, with 16% of that amount being covered by the anticipated contract amount of \$95,000 for 2026.

We appreciate your consideration of our proposed 2026 work program and for your continued assistance and support. We look forward to our continued collaboration with Wisconsin DNR. Please contact me if you need additional information or have any questions.

Sincerely,

A handwritten signature in black ink that reads "Jason Valerius". The signature is written in a cursive, flowing style.

Jason Valerius
Executive Director

cc: Ruth Person, NR Program Specialist, WDNR
Tim Asplund, Water Quality Planning Section Chief, WDNR
Ryan Raab, Budget Coordinator, WDNR
Allen Darkow, WDNR

Capital Area Regional Planning Commission
2026 Work Program Funding Summary
Regional Water Quality Management Planning

Regional Water Quality Planning

Work Program Element ⁽¹⁾	Staff Hours	Total Work Cost	Anticipated WQM Aid Agreement
Internal Coordination	882	\$ 95,500	\$ 19,000
External Coordination	703	\$ 84,500	\$ 27,000
(SSA) Amendments ⁽²⁾	725	\$ 80,800	\$ -
Consistency ⁽²⁾	1,108	\$ 113,100	\$ -
Plan Updates ⁽³⁾	822	\$ 86,700	\$ 12,000
Projects ⁽⁴⁾	691	\$ 68,300	\$ 18,000
Data and Mapping	586	\$ 53,500	\$ 19,000
Monitoring	56	\$ 5,800	\$ -
Training & Innovation	226	\$ 23,600	\$ -
Totals	5,799	\$ 611,800	\$ 95,000
Share of Total Work Aided by Annual WQM Agreement:			16%

Notes:

- 1) Refer to 2026 Work Program for description of each element and breakdown of hours.
- 2) A portion of the Element is funded by direct fees collected by Applicants.
- 3) A portion of this Element (update to the DCWQP Summary Plan) will be partially funded by a separate agreement with DNR using IJJA and state funds in the amount of \$48,000.
- 4) A portion of this Element (Starkweather Creek Monitoring) will be partially funded by a separate agreement with DNR using IJJA funds in the amount of \$25,000.



CAPITAL AREA REGIONAL PLANNING COMMISSION

2026 Work Program

Adopted December 11, 2025

**Prepared by the Staff of the
Capital Area Regional Planning Commission**

100 State Street, Suite 400
Madison, WI 53703-2573

"This document was prepared, in part, with federal funds via the State of Wisconsin but does not necessarily reflect the official views or policy of the U.S. or Wisconsin Departments of Transportation."



The Capital Area Regional Planning Commission represents Dane County and supports planning needs across a wider region on a fee-for-service basis, including five Wisconsin counties not otherwise represented by a regional planning commission (Sauk, Columbia, Dodge, Jefferson, Rock).

Questions regarding this 2026 Work Program are directed to:

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



CAPITAL AREA REGIONAL PLANNING COMMISSION

David Pfeiffer, Chairperson
Heidi Murphy, Vice-Chairperson
Cynthia Richson, Secretary
Peter McKeever, Treasurer
Maureen Crombie
Audra Dalsoren
Steve Greb
Noah Lieberman
Jim Schuler
Caryl Terrell
Bill Tishler
Regina Vidaver
Alison Volk

COMMISSION STAFF

Jason Valerius, Executive Director
Matthew Kozlowski, Administrative Services Manager
Sean Higgins, Senior Community Planner
Nick Bower, Senior Environmental Engineer
Prachi Mehendale, Environmental Engineer
Caitlin Shanahan, Senior Community Planner & Deputy Director
Melissa Michaud, Environmental Resources Planner
Matt Noone, Senior Environmental Resources Planner – Land Resources Specialist
Allison Madison, WI Salt Wise Program Manager
Liz Levy, Environmental Resources Planner
Matthew Krempely, Community Planner
Isaac Porter, Water Resources Technician

CAPITAL AREA RPC
100 State St, Ste 400, Madison, WI 53703-2573



ph: 608.474.6017
info@capitalarearpc.org

CARPC Resolution No. 2025-14

Adopting the CARPC 2026 Work Program

WHEREAS, the Capital Area Regional Planning Commission (CARPC) is a regional planning commission duly created by Executive Order of Governor Jim Doyle in 2007 under Wis. Stats. § 66.0309; and

WHEREAS, the Capital Area Regional Planning Commission (“CARPC”) is authorized to carry out a range of planning activities, pursuant to Wis. Stat. § 66.0309(8), including contracts with the Wisconsin Department of Transportation to fund land use and transportation planning integration, analyses of transportation impacts of proposed new development areas, and amendments to regional plans; and

WHEREAS, CARPC prepares an annual work program to identify and describe the agency’s programs including anticipated activities, hours, costs, and funding sources for the following year; and

WHEREAS, CARPC adopted a 2026 budget on September 12, 2025 that provides the funding mechanism to support 2026 work program activities; and

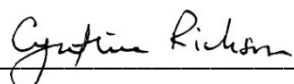
WHEREAS, CARPC noticed its December 11, 2025, meeting, at which this resolution is scheduled to be acted upon, was duly posted, and distributed to local units of government in accordance with the Open Meeting Law of the State of Wisconsin; and

NOW, THEREFORE, BE IT RESOLVED that the Capital Area Regional Planning Commission approves its 2026 Work Program.

December 11, 2025
Date Adopted



David Pfeiffer, Chairperson



Cynthia Richson, Secretary

About the Capital Area Regional Planning Commission

The Capital Area Regional Planning Commission (hereafter “Regional Planning Commission,” “CARPC,” or “Agency”) is an independent unit of government established by Executive Order of Governor Jim Doyle in 2007 at the request of units of local government in Dane County (CARPC was preceded by the Dane County Regional Planning Commission, established in 1969 and dissolved in 2004).

The Commission meets on the second Tuesday of each month; agendas and agenda packets are posted on the CARPC website, www.capitalarearpc.org/meetings/.

The Regional Planning Commission assists local communities with a variety of planning services and conducts regional planning and coordination to advance community and regional goals.

The Regional Planning Commission manages the Dane County Water Quality Plan on behalf of the Wisconsin Department of Natural Resources, consistent with Wis. Stat. § 66.0309 and State Administrative Code NR 121.

For more information about CARPC, see www.capitalarearpc.org.

Regional Plan Commission Vision and Mission

In February 2020, the Commission amended its vision and mission statements as part of its strategic planning process:

- **Vision:** A region where communities create exceptional quality of life for all by working together to solve regional challenges.
- **Mission:** The Capital Area Regional Planning Commission strengthens the region by engaging communities through planning, collaboration, and assistance.

2026 Work Programs

REGIONAL WATER QUALITY PLANNING PROGRAM

The Wisconsin Department of Natural Resources (DNR) is required to have a continuing water quality management planning process, under Wis. Stat. 283.83. These Areawide Water Quality Management Plans are defined in NR 121 as “a plan for managing, protecting and enhancing groundwater and surface water quality which considers the interrelationship of water quality and land and water resources on an areawide basis.”

CARPC conducts a variety of water quality planning activities in collaboration with the DNR, local municipalities, and other agencies and organizations in the region working to protect our surface and groundwater resources. Much of this work is conducted as part of CARPC’s annual agreement with the DNR for water quality planning services.

Program Objectives

- Maintain the *Dane County Water Quality Plan* (DCWQP) and its component pieces
- Communicate and coordinate the policies and recommendations of the DCWQP with all stakeholders including residents, land development companies, local governments, State agencies, and other entities
- Maintain data that helps CARPC and others protect and improve water quality
- Help prevent adverse water quality impacts as land is developed by protecting Environmental Corridors, ensuring adequate collection and treatment systems for wastewater, and promoting effective nonpoint source pollution prevention methods in new development areas

Program Activities

The regional water quality planning program is organized into nine activity categories:

Internal Coordination (1000)

Communicate and coordinate among CARPC staff to manage water quality planning activities.

External Coordination (1001)

Communicate and coordinate the policies and recommendations of the DCWQP with all stakeholders including residents, land development companies, local governments, State agencies, and other entities.

Sewer Service Area Amendments (1002)

Implement a process for updating Sewer Service Areas (SSAs) across the region, including technical review for consistency with the DCWQP and stakeholder input consideration. of technical review and stakeholder Help prevent adverse water quality

impacts as land is developed by protecting Environmental Corridors, ensuring adequate collection and treatment systems for wastewater, and promoting effective nonpoint source pollution prevention methods in new development areas.

Consistency (1003)

Review sewer extension proposals, environmental corridor boundaries, and facility plans to ensure consistency with the DCWQP; respond to inquiries related to DCWQP conformance.

Plan Updates (1004)

Maintain the *Dane County Water Quality Plan (DCWQP)* and its component pieces; pursue updates as appropriate to ensure an effective continuous planning process.

Projects (1005)

Conduct studies and plans, prepare outreach and education tools, and pursue data collection and analysis initiatives. This activity captures specific projects and initiatives which may also relate to External Coordination (1001) and/or Data and Mapping (1006).

Data and Mapping (1006)

Maintain in-house datasets related to water quality, service areas and environmental corridors and make data available to the public via an open data portal and interactive web maps.

Monitoring: (1007)

Facilitate ongoing collection of stream flow, water quality and lake level data; coordinate the efforts and funding of local, state, and federal resources to sustain local monitoring programs.

Training & Innovation (1009)

Pursue continuing education opportunities and best practice research to ensure that staff are fluent in the latest issues and methods related to water quality protection.

Activities - 2025 Highlights and 2026 Objectives

ACTIVITIES	2025 HIGHLIGHTS	2026 OBJECTIVES
PLAN AMENDMENTS (1002)		
Sewer Service Area Amendments	<ul style="list-style-type: none"> 2 USA Amendments (through November) 	<ul style="list-style-type: none"> Anticipating 8-10 SSA amendments
CONSISTENCY REVIEWS (1003)		
Water Quality Plan Conformance Reviews	<ul style="list-style-type: none"> 94 Sewer Extension Reviews; 4 MMSD Annexation Reviews; 1 Facility Plan review (Jan-Nov) 	<ul style="list-style-type: none"> Anticipating a similar load of conformance reviews in 2026

ACTIVITIES	2025 HIGHLIGHTS	2026 OBJECTIVES
PLAN UPDATES (1004)		
Water Quality Plan Updates	<ul style="list-style-type: none"> Administered and prepared updates to the Plan (see sections below for detail) 	<ul style="list-style-type: none"> Complete an update to the <i>Dane County Water Quality Plan</i> (Summary Plan document)
Sewer Service Area Amendment Process Updates	<ul style="list-style-type: none"> Continued work with the CARPC Ad Hoc Water Quality Planning Committee to evaluate and update the Sewer Service Area amendments process, drafted new materials, including <i>SSA Amendment Policies & Criteria</i>, flowcharts, and application forms 	<ul style="list-style-type: none"> Complete stakeholder review and CARPC and DNR adoption of the <i>SSA Amendment Policies & Criteria</i>
Environmental Corridor Report Updates	<ul style="list-style-type: none"> Adopted the updated <i>Environmental Corridor Report</i> as an amendment to the <i>Dane County Water Quality Plan</i> Engaged with subject matter experts to prepare a draft update to the <i>Environmental Corridor Policies and Criteria</i> 	<ul style="list-style-type: none"> Complete stakeholder review, final editing and adoption of updated <i>Environmental Corridor Policies and Criteria</i> Begin work on iterative update to the <i>Environmental Corridors Report</i>, post adoption of <i>Policies and Criteria</i>
WATER QUALITY MONITORING (1007)		
USGS Cooperative Water Resources Monitoring Program	<ul style="list-style-type: none"> Coordinated and administered 2 monitoring programs with USGS, DNR, and local stakeholders: <ul style="list-style-type: none"> Dane County Cooperative Water Resources Monitoring Black Earth Creek Watershed Monitoring program 	<ul style="list-style-type: none"> Continue to coordinate and administer the monitoring programs
OTHER PROJECTS AND EFFORTS (1001, 1005, 1006)		
Starkweather Creek Watershed Chloride Management Plan	<ul style="list-style-type: none"> Continued chloride monitoring with real time interactive map reporting Created a Technical Task Force to identify next steps for the project vision, expand partnerships and seek funding 	<ul style="list-style-type: none"> Use grant funding to upgrade monitoring equipment and continue the monitoring program Continue to focus on education of stakeholders and plan implementation

ACTIVITIES	2025 HIGHLIGHTS	2026 OBJECTIVES
	<ul style="list-style-type: none"> Recruited community organizations to sponsor monitoring equipment Coordinated with WI Salt Wise to reduce salt application at priority locations 	
Other Planning and initiatives	<ul style="list-style-type: none"> Continued fostering relationships with regional stakeholders to promote watershed-level planning and project execution Increased engagement with the Clean Lakes Alliance, including Co-Chairing of the Renew the Blue Council (Jason Valerius) Formed and facilitated a Water Quality Monitoring Workgroup to evaluate monitoring practices and commitments across Dane County 	<ul style="list-style-type: none"> Continue to collaborate with regional partners to advance and implement the Plan Identify opportunities to collaborate on watershed planning projects with activities in urban and rural settings Continue supporting the Clean Lakes Alliance Renew the Blue Council with data describing land-based conditions affecting water quality Engage with the Dane County Drainage Board to better understand their activities and advocate for water quality benefits in the projects they implement

Estimated Hours by Staff

STAFF	HOURS
Executive Director - Valerius	246
Senior Environmental Engineer - Bower	1,690
Environmental Engineer - Mehendale	1,508
Senior Environmental Resources Planner - Noone	242
Environmental Resources Planner - Michaud	1,580
Environmental Resources Planner - Levy	281
Senior Community Planner & Deputy Director - Shanahan	24

Senior Community Planner - Higgins	44
Community Planner - Krempely	64
LTEs & Interns	120
Total	5,799

Estimated Hours & Cost by Activity

	Activity	Hours	Cost
1000	Internal Coordination	882	\$ 95,500
1001	External Coordination	703	\$ 84,500
1002	(SSA) Amendments	725	\$ 80,800
1003	Consistency	1,108	\$ 113,100
1004	Plan Updates	822	\$ 86,700
1005	Projects	691	\$ 68,300
1006	Data and Mapping	586	\$ 53,500
1007	Monitoring	56	\$ 5,800
1009	Training and Innovation	226	\$ 23,600
Totals		5,799	\$ 611,800

Funding Sources

Tax Levy	Fees	Grant	DNR Agreement	Total
56%	18%	10%	16%	100%
\$344,800	\$110,000	\$62,000	\$95,000	\$611,800

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

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

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

1. **PERIOD OF AGREEMENT:** This grant agreement shall commence upon its signing by both parties and continue until December 31, 2027, during which period all performance as described in this grant agreement shall be fully completed to the satisfaction of the Department. Grantee may claim eligible costs for reimbursement for work conducted between January 1, 2026, and the end of the grant agreement.
2. **CANCELLATION:** The Department reserves the right to cancel this grant agreement in whole or in part, without penalty, due to nonappropriation of funds or for failure of the Grantee to comply with terms, conditions, and specifications of this grant agreement.
3. **ENTIRE AGREEMENT; AMENDMENTS:** This grant agreement, together with the specifications in the bid request (if any) and referenced parts and attachments, shall constitute the entire grant agreement and previous communications or agreements pertaining to the subject matter of this grant agreement are hereby superseded. Any grant agreement revisions, including cost adjustments and time extensions, may be made only by a written amendment to this grant agreement, signed by both parties prior to the ending date of this grant agreement.
4. **ASSIGNMENT SUBCONTRACTS:** Neither this grant agreement nor any right or duty in whole or in part by the Grantee under this grant agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this grant agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this grant agreement and be bound by the terms and conditions of this grant agreement. Assignment in whole or in part of this grant agreement does not absolve the Grantee of any liability or obligation expressed and agreed to hereunder.
5. **DESCRIPTION OF WORK:** The Grantee agrees to perform the following services to the satisfaction of the Department:
 - A. See Attached Capital Area Regional Planning Commission (CARPC) “CARPC Chloride Planning”
 - B. Reports:
 - 1) Provide quarterly reports to the Department in April, July, October, and January describing all applicable work activities completed or in progress, activities anticipated during the next quarter, and any problems/issues that could affect completing this work on time. Quarterly reports should be a one or two page report, providing the following information:

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

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

Grantee - Jason Valerius, Executive Director
Capital Area Regional Planning Commission
100 State St., Ste 400
Madison, WI 53593

Department - Helena Tiedmann
Wisconsin Department of Natural Resources
Bureau of Water Quality – WY/3
101 S. Webster Street, P.O. Box 7921
Madison, WI 53707-7921

7. TERMINATION:

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

E. The rights and remedies of the Department and the Grantee provided in this clause are in addition to any other rights and remedies provided by law or under this grant agreement.

8. PAYMENT: The Department agrees to reimburse the Grantee up to \$25,000 in FY25 Water Quality Management Planning Grant Funds to be earned by December 31, 2027.

Billings by the Grantee shall be made on a quarterly itemized basis for the actual net costs incurred for review and acceptance. Invoices should be sent electronically to the following:

Allen Darkow
Allen.Darkow@wisconsin.gov

Ryan Raab
Ryan.Raab@wisconsin.gov
Department of Natural Resources
Bureau of Water Quality - WY/3
P.O. Box 7921
Madison, WI 53707

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

Tim Asplund
Tim.Asplund@wisconsin.gov
Department of Natural Resources
Bureau of Water Quality – WY/3
P.O. Box 7921
Madison, WI 53707

If the final report as identified in 5, B above does not accompany the final billing, the Department may withhold 10% of the total dollars of this grant agreement until the final report is received, reviewed, and approved by the Department.

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

10. INDEPENDENT CONTRACTOR: The Grantee is an Independent Contractor for all purposes and is not an employee or agent of the Department.

11. INDEMNIFICATION. The Grantee agrees to save, keep harmless, defend and indemnify the

State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this grant agreement or omissions of Grantee's employees, agents or representatives.

12. INSURANCE. The Grantee performing services for the State of Wisconsin shall:
 - A. Maintain worker's compensation insurance for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, countersigned by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this grant agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the Department setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" Grantee, termination of the grant agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this grant agreement is for an amount fifty thousand dollars (\$50,000) or more the Grantee agrees to submit a written affirmative action plan to the Department within 15 business days after the grant agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (Grantees with an annual work force of fewer than 50 employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Grantee being declared an "ineligible" grantee, termination of the grant agreement or withholding of payment.
15. FUNDING SOURCE: This grant agreement is funded in part or wholly by a grant from the U.S.

Environmental Protection Agency, CFDA #66.454. This procurement will be subject to regulations contained in 2 CFR 200.338 & 200.339 (formerly 40 CFR Parts 31 and 40 and OMB Circular 133). Neither the United States nor the Environmental Protection Agency is party to this agreement.

- 16. APPLICABLE LAW: This grant agreement shall be governed by the laws of the State of Wisconsin. The Grantee shall at all times comply with all federal, state, and local laws, ordinances, and regulations in effect during the period of this grant agreement.
- 17. ANTITRUST ASSIGNMENT. The Grantee and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Grantee hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
- 18. TAX DELINQUENCY. Grantees who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.
- 19. ADDENDUM: Additional conditions are attached as Attachment A, as part of the Water Quality Management Planning grant, that is funding this award. It is the responsibility of the grantee to determine which if any of the Federal Administrative Conditions in Attachment A may be relevant to the grantee or their sub awards, and to apply them accordingly.

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

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

Date 3/24/2026 | 11:49 AM CDT

Signed by: Steven Little on behalf of
Karen Hyun, DNR Secretary

CAPITAL AREA REGIONAL PLANNING
COMMISSION

Date 4/21/2026 | 12:38 PM CDT

Signed by: Jason Valerius
Jason Valerius, Executive Director

Administrative Conditions

National Administrative Terms and Conditions

General Terms and Conditions

The recipient agrees to comply with the current Environmental Protection Agency (EPA) general terms and conditions available at: https://www.epa.gov/system/files/documents/2024-10/fy_2025_epa_general_terms_and_conditions_effective_october_1_2024_or_later.pdf

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at: <https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

- Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and reid.jeffrey@epa.gov
- All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: Daughtridge.Rachel@epa.gov and reid.jeffrey@epa.gov
- Payment requests (if applicable): Daughtridge.Rachel@epa.gov and reid.jeffrey@epa.gov
- Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: Daughtridge.Rachel@epa.gov

Programmatic Conditions

Grant Programmatic Terms and Conditions

A. Conditional Award

EPA has conditionally approved the workplan to allow the recipient to proceed to work on approved workplan components. The recipient may incur costs on eligible activities associated with the approved workplan components up to **\$922,100**. Until a final revised workplan has been approved by EPA:

- 1) the recipient should not request payments and EPA will not make payments for unapproved work; and
- 2) any costs incurred for unapproved work by the recipient are at its own risk.

B. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT

Performance Reports – Content

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to notify the Environmental Protection Agency when a significant development occurs that could impact the award. Significant developments include events that enable meeting milestones and objectives sooner or at less cost than anticipated or that produce different beneficial results than originally planned. Significant developments also include problems, delays, or adverse conditions which will impact the ability to meet the milestones or objectives of the award, including outputs/outcomes specified in the assistance agreement work plan. If the significant developments negatively impact the award, the recipient must include information on their plan for corrective action and any assistance needed to resolve the situation

Interim performance and final progress reports must prominently display the three Essential Elements for state work plans: 1) Strategic Plan Goal; (2) Strategic Plan Objective; and (3) Workplan Commitments plus time frame.

(See [Grants Policy Issuance 11-03 State Grant Workplans and Progress Reports](#) for more information)

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project Officer within 90 days after the annual reporting period ends on 9/30.

The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

C. State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

D. Requirements for Tracking and Reporting Infrastructure Investment and Jobs Act Funding and

Benefits

EPA may amend this agreement to specify additional requirements applicable to Infrastructure Investment and Jobs Act funding as information becomes available.

In the interim, the recipient agrees to have financial management and programmatic management systems in place to:

- 1) track Infrastructure Investment and Jobs Act and “regular” 604(b) funds separately using Agency-provided accounting codes and report separately on expenditures of Infrastructure Investment and Jobs Act funds.
- 2) track and report on outputs and outcomes achieved with Infrastructure Investment and Jobs Act funds: Outputs and outcomes associated with Infrastructure Investment and Jobs Act 604(b) appropriations will be estimated by examining the proportion of activities funded by Infrastructure Investment and Jobs Act relative to those funded by “regular” 604(b) allotments.
- 3) states shall report to EPA Regions no less than annually (or more often as required by Infrastructure Investment and Jobs Act reporting requirements) on key project characteristics and milestone information, applying the proportional ratio to estimate those benefits resulting from Infrastructure Investment and Jobs Act-funded activities.

Additional Agency direction on tracking and reporting Infrastructure Investment and Jobs Act funding is contained in EPA's [Interim Implementation Guidelines for Clean Water Act Section 604\(b\) Water Quality Management Planning Grants for Fiscal Years 2022 through 2026](#).

E. Water Quality Data Reporting

The recipient agrees to enter all water quality monitoring data collected under Section 604(b) assistance agreement(s) into the EPA's WQX system. All water quality data generated with Section 604(b) funding, either directly or by subaward, are required to be transmitted into the WQX system using either the WQX or WQXweb. When uploading data through WQX or WQXweb, data should be identified as Section 604 (b)-related by providing the project ID “CWA604b” in the data submission. Please contact the WQX helpdesk (wqx@epa.gov) if you need assistance assigning multiple project IDs to a dataset.

F. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#).

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process.

A copy of the Policy is available online at <https://www.epa.gov/measurements-modeling/documents-about-measurement-competency-under-assistance-agreements> or a copy may also be requested by contacting the EPA Project Officer for this award.

G. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement the Quality Assurance (QA) planning documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

1. Quality Management Plan (QMP)

a. Prior to beginning environmental information operations, the recipient must:

i. Submit a previously EPA-approved and current QMP,

ii. The EPA Quality Assurance Manager or designee (hereafter referred to as QAM) will notify the recipient and EPA Project Officer (PO) in writing if the QMP is acceptable for this agreement.

b. The recipient must submit the QMP within 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient must review their approved QMP at least annually. These documented reviews shall be made available to the sponsoring EPA organization if requested. When necessary, the recipient shall revise its QMP to incorporate minor changes and notify the EPA PO and QAM of the changes. If significant changes have been made to the Quality Program that affect the performance of environmental information operations, it may be necessary to re-submit the entire QMP for re-approval. In general, a copy of any QMP revision(s) made during the year should be submitted to the EPA PO and QAM in writing when such changes occur. Conditions requiring the revision and resubmittal of an approved QMP can be found in section 6 of EPA's [Quality Management Plan \(QMP\) Standard](#).

2. Quality Assurance Project Plan (QAPP)

a. Prior to beginning environmental information operations, the recipient must:

i. Provide EPA a copy of the recipient-approved QAPP if the recipient has an EPA-approved Quality Management Plan and a current EPA delegation to review and approve QAPPs.

b. The recipient must submit the QAPP 90 days after grant award, and/or no more than 180 days after grant award.

c. The recipient shall notify the PO and QAM when substantive changes are needed to the QAPP. EPA may require the QAPP be updated and re-submitted for approval.

d. The recipient must review their approved QAPP at least annually. The results of the QAPP review and any revisions must be submitted to the PO and the QAM at least annually and may also be submitted when changes occur

For Reference:

- [Quality Management Plan \(QMP\) Standard and EPA's Quality Assurance Project Plan \(QAPP\) Standard](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions.
- [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#).
- [EPA's Quality Program](#) website has a [list of QA managers](#), and [Specifications for EPA and Non-EPA Organizations](#).
- The Office of Grants and Debarment [Implementation of Quality Assurance Requirements for Organizations Receiving EPA Financial Assistance](#).

H. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the Wisconsin DNR received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

I. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at www.fgdc.gov.



State of Wisconsin Purchase Order

Dept of Natural Resources
 NATURAL RESOURCES, DEPT OF
 101 S WEBSTER ST - GEF2
 MADISON WI 53703
 United States

Supplier: 0000030909
 Capital Area Reg Planning Comm
 100 State Street Ste 400
 Madison WI 53703-2573
 United States

Dispatch Via Print		
Purchase Order	Date	Revision
37000-0000034435	04-09-2026	
Payment Terms	Freight Terms	Ship Via
Due Now	FOB Dest, Freight Prepaid	COMMON
Buyer	Phone	Currency
Plachetta, Konrad	608/266-0311	USD

Ship To: MADSWE0031
 NATURAL RESOURCES, DEPT OF
 101 S WEBSTER ST - GEF2
 MADISON WI 53703
 United States

Attention: Darkow, Allen

Bill To: NATURAL RESOURCES, DEPT OF
 ATTN; ACCOUNTS PAYABLE - FN/2
 PO BOX 7921
 MADISON WI 53707-7921
 United States

Tax Exempt? Y **Tax Exempt ID:** 396006436 **Replenishment Option:** Standard

Line-Sch	Item/Description	Mfg ID	Quantity	UOM	PO Price	Extended Amt	Due Date
1 - 1	FED FY25 WQMP Funds		1.0000	LOT	25,000.00000	25,000.00	12/31/2027
	Agreement to provide water quality management planning assistance to DNR						
Schedule Total						25,000.00	
Item Total						25,000.00	
Total PO Amount						25,000.00	

Authorized Signature

STATE OF WISCONSIN STANDARD TERMS AND CONDITIONS

ANTITRUST ASSIGNMENT: The contractor and the State of Wisconsin recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the State of Wisconsin (purchaser). Therefore, the contractor hereby assigns to the State of Wisconsin any and all claims for such overcharges as to goods, materials or services purchased in connection with this contract.

APPLICABLE LAW AND COMPLIANCE: This contract shall be governed under the laws of the State of Wisconsin. The contractor shall at all times comply with and observe all federal and state laws, local laws, ordinances, and regulations which are in effect during the period of this contract and which in any manner affect the work or its conduct. The State of Wisconsin reserves the right to cancel this contract if the contractor fails to follow the requirements of s. 77.66, Wis. Stats. and related statutes regarding certification for collection of sales and use tax. The State of Wisconsin also reserves the right to cancel this contract with any federally debarred contractor or a contractor that is presently identified on the list of parties excluded from federal procurement and non-procurement contracts.

CANCELLATION: The State of Wisconsin reserves the right to cancel any contract in whole or in part without prior notice, any penalty, or liability whatsoever due to non-appropriation of funds or non-receipt of funds from the Legislature or federal government or for failure of the contractor to comply with terms, conditions, and specifications of this contract.

WORK CENTER CRITERIA: A work center must be certified under s. 16.752, Wis. Stats., and must ensure that when engaged in the production of materials, supplies or equipment or the performance of contractual services, not less than seventy-five percent (75%) of the total hours of direct labor are performed by severely handicapped.

INSURANCE RESPONSIBILITY: The contractor performing services for the State of Wisconsin shall:

Maintain worker's compensation insurance as required by Wisconsin Statutes, for all employees engaged in the work.

Maintain commercial liability, bodily injury and property damage insurance against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out this contract. Minimum coverage shall be one million (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.

The state reserves the right to require higher or lower limits where warranted.

NONDISCRIMINATION / AFFIRMATIVE ACTION: In connection with the performance of work under this contract, the contractor agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in s.51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the contractor further agrees to take affirmative action to ensure equal employment opportunities.

Contracts estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the contractor. An exemption occurs from this requirement if the contractor has a workforce of less than fifty (50) employees. Within fifteen (15) working days after the contract is awarded, the contractor must submit the plan to the contracting state agency for approval. Instructions on preparing the plan and technical assistance regarding this clause are available from the contracting state agency.

The contractor agrees to post in conspicuous places, available for

employees and applicants for employment, a notice to be provided by the contracting state agency that sets forth the provisions of the State of Wisconsin's nondiscrimination law.

Failure to comply with the conditions of this clause may result in the contractor's becoming declared an "ineligible" contractor, termination of the contract, or withholding of payment.

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

Pursuant to s. 16.75(10p), Wis. Stats., contractor agrees it is not, and will not for the duration of the contract, engage in a prohibited boycott of the State of Israel as defined in s. 20.931(1)(b). State agencies and authorities may not execute a contract and reserve the right to terminate an existing contract with a company that is not compliant with this provision. This provision applies to contracts valued \$100,000 or over.

PATENT INFRINGEMENT: The contractor selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further, that the sale or use of the articles described herein will not infringe any United States patent. The contractor covenants that it will at its own expense defend every suit which shall be brought against the State of Wisconsin (provided that such contractor is promptly notified of such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale or use of such articles, and agrees that it will pay all costs, damages, and profits recoverable in any such suit.

PAYMENT TERMS AND INVOICING: The State of Wisconsin normally will pay properly submitted vendor invoices within thirty (30) days of receipt providing goods and/or services have been delivered, installed (if required), and accepted as specified.

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

A good faith dispute creates an exception to prompt payment.

PUBLIC RECORDS. Upon receipt of notice from the State of Wisconsin of a public records request for records produced or collected under this contract, the contractor shall provide the requested records to the contracting agency in order to ensure compliance with s. 19.36(3), Wis. Stats. Effective August 2016, the contractor, following final payment, shall retain all records produced or collected under this contract for six (6) years.

REFUND OF CREDITS: The contractor agrees to pay the state within 60 days, at the state's request, any credits resulting from the order which the state determines cannot be applied to future invoices.

TAXES: The State of Wisconsin, including all its agencies, is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of Wisconsin sales or use tax on its purchases. The State of Wisconsin may be subject to other states' taxes on its purchases in that state depending on the laws of that state. Contractors performing construction activities are required to pay state use tax on the cost of materials.

TERMS AND CONDITIONS: The Standard Terms and Conditions (DOA-3054) or the Standard Terms and Conditions for State of Wisconsin Printing (DOA-3604) shall apply to all orders. Copies of these terms and conditions are available upon request from the State Bureau of Procurement.

VENDOR TAX DELINQUENCY: Vendors who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.



United States Department of the Interior

U.S. GEOLOGICAL SURVEY
Upper Midwest Water Science Center
1 Gifford Pinchot Drive
Madison, WI 53726

March 4, 2026

Matthew Kozlowski

Capital Area Regional Planning Commission
100 State Street Suite 400
Madison, WI 53703

Dear Matthew Kozlowski:

Enclosed is our standard joint-funding agreement 26NKJFA026 between the U.S. Geological Survey Upper Midwest Water Science Center and Capital Area Regional Planning Commission for negotiated deliverables (see attached), during the period January 1, 2026 through December 31, 2026 in the amount of \$167,000 from your agency. U.S. Geological Survey contributions for this agreement are \$79,000 for a combined total of \$246,000. Please sign and return one fully-executed original to Lisa Meicher at lmeicher@usgs.gov or mail to the address above.

Federal law requires that we have a signed agreement before we continue work. Please return the signed agreement. If, for any reason, the agreement cannot be signed and returned, please contact Todd Stuntebeck at (608) 235-9505 or email tdstunte@usgs.gov to make alternative arrangements.

This is a fixed cost agreement to be billed quarterly via Down Payment Request (automated Form DI-1040). Please allow 30-days from the end of the billing period for issuance of the bill. If you experience any problems with your invoice(s), please contact Lisa Meicher at lmeicher@usgs.gov.

The results of all work performed under this agreement will be available for publication by the U.S. Geological Survey. We look forward to continuing this and future cooperative efforts in these mutually beneficial water resources studies.

Sincerely,

**STEVEN
PETERSON** Digitally signed by
STEVEN PETERSON
Date: 2026.04.07 13:10:17
-05'00'

Steven M Peterson
Center Director

Enclosure
26NKJFA026 (2)

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2026, by the U.S. GEOLOGICAL SURVEY, Upper Midwest Water Science Center, UNITED STATES DEPARTMENT OF THE INTERIOR, party of the first part, and the Capital Area Regional Planning Commission party of the second part.

1. The parties hereto agree that subject to the availability of appropriations and in accordance with their respective authorities there shall be maintained in cooperation for negotiated deliverables (see attached), herein called the program. The USGS legal authority is 43 USC 36C; 43 USC 50, and 43 USC 50b.

2. The following amounts shall be contributed to cover all of the cost of the necessary field and analytical work directly related to this program. 2(b) include In-Kind-Services in the amount of \$0.00

(a) \$79,000 by the party of the first part during the period
January 1, 2026 to December 31, 2026

(b) \$167,000 by the party of the second part during the period
January 1, 2026 to December 31, 2026

(c) Contributions are provided by the party of the first part through other USGS regional or national programs, in the amount of: \$0

Description of the USGS regional/national program:

(d) Additional or reduced amounts by each party during the above period or succeeding periods as may be determined by mutual agreement and set forth in an exchange of letters between the parties.

(e) The performance period may be changed by mutual agreement and set forth in an exchange of letters between the parties.

3. The costs of this program may be paid by either party in conformity with the laws and regulations respectively governing each party.

4. The field and analytical work pertaining to this program shall be under the direction of or subject to periodic review by an authorized representative of the party of the first part.

5. The areas to be included in the program shall be determined by mutual agreement between the parties hereto or their authorized representatives. The methods employed in the field and office shall be those adopted by the party of the first part to insure the required standards of accuracy subject to modification by mutual agreement.

6. During the course of this program, all field and analytical work of either party pertaining to this program shall be open to the inspection of the other party, and if the work is not being carried on in a mutually satisfactory manner, either party may terminate this agreement upon 60 days written notice to the other party.

7. The original records resulting from this program will be deposited in the office of origin of those records. Upon request, copies of the original records will be provided to the office of the other party.

8. The maps, records or reports resulting from this program shall be made available to the public as promptly as possible. The maps, records or reports normally will be published by the party of the first part. However, the party of the second part reserves the right to publish the results of this program, and if already published by the party of the first part shall, upon request, be furnished by the party of the first part, at cost, impressions suitable for purposes of reproduction similar to that for which the original copy was prepared. The maps, records or reports published by either party shall contain a statement of the cooperative relations between the parties. The Parties acknowledge that scientific information and data developed as a result of the Scope of Work (SOW) are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/office-of-science-quality-and-integrity/fundamental-science-practices>).

U.S. Department of the Interior
U.S. Geological Survey
Joint Funding Agreement
FOR

Customer #: 600008630
Agreement #: 26NKJFA026
Project #:
TIN #:

Water Resource Investigations

9. Billing for this agreement will be rendered **quarterly**. Invoices not paid within 60 days from the billing date will bear Interest, Penalties, and Administrative cost at the annual rate pursuant the Debt Collection Act of 1982, (codified at 31 U.S.C. § 3717) established by the U.S. Treasury.

USGS Technical Point of Contact

Name: Todd Stuntebeck
Supervisory Physical Scientist
Address: One Gifford Pinchot Drive
Madison, WI 53726
Telephone: (608) 235-9505
Fax: (608) 821-3817
Email: tdstunte@usgs.gov

Customer Technical Point of Contact

Name: Melissa Michaud
Address: 100 State Street Suite 400
Madison, WI 53703
Telephone: (608) 474-6019
Fax: (n/a)
Email: melissam@capitalarearpc.org

USGS Billing Point of Contact

Name: Lisa Meicher
Budget Analyst
Address: 6006 Schroeder Rd
Madison, WI 53711-2531
Telephone: 608-270-2410
Fax: (608) 982-7368
Email: lmeicher@usgs.gov

Customer Billing Point of Contact

Name: Matthew Kozlowski
Address: 100 State Street Suite 400
Madison, WI 53703
Telephone: (608) 474-6016
Fax: (n/a)
Email: matthewkoz@capitalarearpc.org

U.S. Geological Survey
United States
Department of Interior

Capital Area Regional Planning Commission

Signature
Digitally signed by STEVEN
PETERSON
Date: 2026.04.07 13:10:57
-05'00'

By STEVEN PETERSON
Name: Steven M Peterson
Title: Center Director

Signatures

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

By _____ Date: _____

Name:
Title:

Overview of Scope of work for the CARPC agreement.

Streamflow, lake stage, and water-quality data are collected at numerous continuous-record sites. The number of monitoring locations can vary slightly each year – this is dependent upon the needs of collaborative partners.

Data are available online on [NWIS Web](#). Selected data are also available at [INFOS Yahara](#).

The following is the list of monitoring locations and data collected in 2016

Streamflow, suspended sediment, total phosphorus, ortho-phosphorus, nitrate plus nitrite, ammonium, total Kjeldahl nitrogen

- 05427718 YAHARA RIVER AT WINDSOR, WI

Streamflow, suspended sediment, total phosphorus, ortho-phosphorus

- 05427850 YAHARA RIVER AT STATE HIGHWAY 113 AT MADISON, WI
- 05427948 PHEASANT BRANCH AT MIDDLETON, WI
- 05427943 PHEASANT BRANCH AT AIRPORT ROAD NEAR MIDDLETON, WI
- 054279465 S FORK PHEASANT BRANCH @ DEMING WAY @ MIDDLETON, WI

Streamflow, suspended sediment, total suspended solids, total phosphorus, total Kjeldahl nitrogen, chloride

- 05427965 SPRING HARBOR STORM SEWER AT MADISON, WI

Lake stage only

- 05428000 LAKE MENDOTA AT MADISON, WI
- 05429000 LAKE MONONA AT MADISON, WI
- 05429485 LAKE WAUBESA AT MC FARLAND, WI
- 25715089164700 LAKE KEGONSA AT BARBER DRIVE NEAR STOUGHTON, WI

Streamflow only

- 05428500 YAHARA RIVER AT EAST MAIN STREET AT MADISON, WI
- 05429500 YAHARA RIVER AT MC FARLAND, WI
- 05429700 YAHARA RIVER @ FORTON STREET BRIDGE @ STOUGHTON, WI
- 05430150 BADFISH CREEK NEAR COOKSVILLE, WI

Long-term baseflow water-quality sampling sites: measuring streamflow, water temperature, dissolved oxygen, pH, specific conductance, suspended

sediment, chloride, ammonium, nitrate plus nitrite, nitrite, ortho-phosphorus, total nitrogen, E. Coli

- 05429150 MURPHY CREEK AT MADISON, WI (warmwater stream)
- 05427800 TOKEN CREEK NEAR MADISON, WI (coldwater stream)
- 05427900 SIXMILE CREEK NEAR WAUNAKEE, WI (warmwater stream)
- 05427930 DORN (SPRING) CREEK AT CT HIGHWAY M NR WAUNAKEE, WI (warmwater stream)
- 05425830 MAUNESHA RIVER-QW SITE-NEAR SUN PRAIRIE, WI (warmwater stream)
- 05427270 KOSHKONONG CREEK NEAR SUN PRAIRIE, WI (wastewater discharge stream)
- 05427507 KOSHKONONG CREEK NEAR ROCKDALE, WI (wastewater discharge stream)
- 05427718 YAHARA RIVER AT WINDSOR, WI (warmwater stream)
- 054064509 BLACK EARTH CK AT STAGECOACH RD NR CROSS PLAINS, WI (coldwater stream)
- 05428650 EAST BRANCH STARKWEATHER CREEK AT MADISON, WI (warmwater stream)
- 05428600 WEST BRANCH STARKWEATHER CREEK AT MADISON, WI (warmwater stream)
- 05429280 NINE SPRINGS CREEK AT MOORLAND RD NEAR MADISON, WI (warmwater stream)
- 05406500 BLACK EARTH CREEK AT BLACK EARTH, WI (coldwater stream)
- 05436000 MOUNT VERNON CREEK NEAR MOUNT VERNON, WI (coldwater stream)
- 05427948 PHEASANT BRANCH AT MIDDLETON, WI (warmwater stream)
- 05429720 YAHARA RIVER NEAR STOUGHTON, WI (wastewater discharge stream)
- 05427800 TOKEN CREEK NEAR MADISON, WI (coldwater stream)
- 05429580 DOOR CREEK NEAR COTTAGE GROVE, WI (warmwater stream)
- 05435980 WEST BRANCH SUGAR RIVER NEAR MT. VERNON, WI (coldwater stream)

2026 Dane County Cooperative Water Resources Monitoring Program

Data Collection Site and Scope of Work	USGS	Dane County	DNR	Westport	Madison	Middleton	Total
1. Spring Harbor Storm Sewer							
- Continuous water level and discharge, precipitation							
- Water quality sampling for daily loads computation and adherence to WisCALM sampling guidelines							
- ~150 samples/yr. analyzed for total P, dissolved ortho-P, total Kjeldahl-N, and total suspended solids (MMSD lab, paid by Yahara WINS)							
- ~150 samples/yr. analyzed for suspended sediment (WSLH, paid directly by USGS)							
- ~15 samples/yr. analyzed for chloride for regression-based load computations (MMSD lab, paid by Yahara WINS)							
- Continuous conductance and water temperature data collected for the computation of chloride loads ¹							
Subtotal	9,500					17,500	27,000
2. Pheasant Branch at Parmenter St.							
- Continuous water level and discharge							
- Water quality sampling for daily loads computation and adherence to WisCALM sampling guidelines							
- ~80 samples/yr. analyzed for total P, dissolved ortho-P, and suspended sediment (WSLH lab, paid by DNR)			----				
Subtotal	9,000	3,000				13,500	25,500
3. Yahara River at Windsor							
- Continuous water level and discharge							
- Water quality sampling for daily loads computation and adherence to WisCALM sampling guidelines							
- ~80 samples/yr. analyzed for total P, dissolved ortho-P, suspended sediment, ammonium-N, nitrate+nitrite-N, and total Kjeldahl-N (WSLH lab, paid by DNR)			----				
Subtotal	9,500	17,500					27,000
4. Yahara River at Hwy113							
- Continuous water level and discharge via index-velocity methods							
- Water quality sampling for daily loads computation and adherence to WisCALM sampling guidelines							
- ~50 samples/yr. analyzed for total P, dissolved ortho-P, and suspended sediment (WSLH lab, paid by DNR)			----				
Subtotal	2,000	2,000	----	2,000			6,000

Continued on P. 2

2026 Dane County Cooperative Water Resources Monitoring Program, con't.

Data Collection Site and Scope of Work	USGS	Dane County	DNR	Westport	Madison	Middleton	Total
5. Baseflow Sampling (4 sites/yr., rotating annual schedule, 3x/yr.)							
- Discharge, dissolved oxygen, pH, specific conductance, and temperature measurements. Analysis of E. Coli and suspended sediment at WSLH, analysis of phosphorus, nitrogen, and chloride at USGS NWQL. All analysis costs paid directly by USGS.							
Subtotal	3,500	7,000					10,500
6. Lake Level Gages							
- Continuous water levels for Mendota, Monona, Kegonsa, and Waubesa							
Subtotal	7,000	13,000					20,000
7. Streamflow Gages							
- Continuous water level and discharge for: Yahara River at Madison (index-velocity), McFarland (difficult index-velocity), and Stoughton (index-velocity); Black Earth Creek at Black Earth (standard stage-discharge)							
Subtotal	26,000	48,000					74,000
8. Strategic Planning and Collaborations							
Plan outreach to share key discussion points, organize a possible meeting to review data, collaborate on future actions, and consider updates to monitoring locations and methods.							
Subtotal	3,000	2,000		2,000	2,000	2,000	11,000
9. Pheasant Branch N. Fork and S. Fork							
- Continuous water level and discharge							
- Water quality sampling for daily loads computation and adherence to WisCALM sampling guidelines							
- ~80 samples/yr. analyzed for total P, dissolved ortho-P, and suspended sediment (WSLH lab, paid directly by Middleton)							
Subtotal	9,500					35,500	45,000
Grand Totals	79,000	92,500	----	4,000	19,500	51,000	246,000

¹ Funding for data collection and chloride loads provided through separate agreement between USGS and Madison Met Sewerage District.

² Lab analyses performed by the State Lab of Hygiene through separate agreement between the lab and DNR.

³ Partial funding for this monitoring station provided through separate agreement between USGS and DNR.

Re: Acknowledgement of Receipt – March 2026 Financial Management Report (*actionable item*)

Requested Action:

Motion to acknowledge receipt of March 2026 Financial Management Report

Background:

Continuous process improvement is the goal of the Agency regarding its financial systems, policies and procedures.

Each month the Administrative Services Manager prepares a full financial packet for review by the Executive Director and Commission Treasurer, who each sign off on the packet when they are satisfied that it is an acceptable representation of the Commission’s fiscal condition.

The Executive Committee and Commission then receive copies of the Management Report supplied by Berndt CPAs for review at the monthly meetings.

Staff Comments:

Requests for additional financial information or reports may be directed to the Administrative Services Manager.

Attachments:

- 1. March 2026 Financial Management Report

Staff Contact:

Matt Kozlowski
Administrative Services Manager
MatthewKoz@CapitalAreaRPC.org
608-474-6017

Next Steps:

Continual improvements to the CARPC financial systems, policies, and procedures.

Management Report

Capital Area Regional Planning Commission
For the period ended March 31, 2026



DRAFT

Prepared by
Berndt CPA

Prepared on
April 20, 2026

Table of Contents

Notes to the Monthly Financial Statements	1
Statement of Financial Position – Comparable to Prior Period	2
Statement of Activity: Budget vs Actuals Months Ended	4
Accounts Receivable Aging Summary	7

DRAFT

Notes to the Monthly Financial Statements

To Capital Area Regional Planning Commission,

Provided is some additional context regarding the deferred revenue and related activity for the month of March 2026.

Deferred revenue represents funds that have been invoiced or received in advance for services that have not yet been performed. It also includes contracts or related grants established at the beginning of the year, or early in the year, that relate to work performed throughout the year and are invoiced periodically. These amounts are recognized as revenue over time to more accurately align associated expenses with the related revenue.

For March, \$150,774 was recognized from deferred revenue related to contracts established at the beginning of the year. An additional \$12,105 represents new invoiced revenue generated from current work not associated with deferred revenue.

As of March month-end, the balance in account 3600 – Deferred Revenue is at \$775,103 per knowledge of remaining balances of current contracts and received donations and taxes.

March's financials currently do not reflect any audit adjustments that may occur related to year end 2025. After the audit, finalized financials for this period will be released to include those adjustments.

Sincerely,
Berndt CPA, LLC

Capital Area Regional Planning Commission
Statement of Financial Position
As of March 31, 2026

	Total	
	As of Mar 31, 2026	As of Feb 28, 2026 (PP)
ASSETS		
Current Assets		
Bank Accounts		
1000 OPERATING ACCOUNT	110,069.27	634,653.54
1001 MONEY MARKET ACCOUNT	68,083.68	48,072.10
1002 INVESTMENT ACCOUNT	791,607.57	389,297.67
Total Bank Accounts	\$ 969,760.52	\$ 1,072,023.31
Accounts Receivable		
1105 PROJECT AND GRANTS REC	207,202.10	145,873.93
Total Accounts Receivable	\$ 207,202.10	\$ 145,873.93
Other Current Assets		
1110 UNBILLED ACCOUNTS RECEIVABLE	496,049.99	580,591.83
1150 PREPAID EXPENSES	0.00	0.00
1153 PREPAID HEALTH INSURANCE	18,971.38	28,142.58
1154 PREPAID DISABILITY INSURANCE	75.02	121.80
1156 PREPAID LIFE INSURANCE	(93.35)	(151.29)
1157 PREPAID PARKING	170.55	189.00
1165 PREPAID LICENSES	5,636.25	6,262.50
Total 1150 PREPAID EXPENSES	\$ 24,759.85	\$ 34,564.59
1170 UNDEPOSITED FUNDS	8,280.63	3,632.17
Total Other Current Assets	\$ 529,090.47	\$ 618,788.59
Total Current Assets	\$ 1,706,053.09	\$ 1,836,685.83
Fixed Assets		
1200 FURNITURE AND EQUIPMENT	7,171.66	7,171.66
1201 ACCUMULATED DEPRECIATION-FURNITURE/EQUIPMENT	(7,171.66)	(7,171.66)
Total 1200 FURNITURE AND EQUIPMENT	\$ -	\$ -
1210 RIGHT OF USE ASSET	6,076.50	6,076.50
1211 ACCUMULATED AMORTIZATION	(3,595.44)	(3,561.68)
Total Fixed Assets	\$ 2,481.06	\$ 2,514.82
TOTAL ASSETS	\$ 1,708,534.15	\$ 1,839,200.65
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
3000 ACCOUNTS PAYABLE	3,093.58	8,743.20
Total Accounts Payable	\$ 3,093.58	\$ 8,743.20
Credit Cards		
3002 PARK BANK CREDIT CARD	0.00	0.00
3003 CREDIT CARD	1,641.81	3,703.79
Total 3002 PARK BANK CREDIT CARD	\$ 1,641.81	\$ 3,703.79
Total Credit Cards	\$ 1,641.81	\$ 3,703.79
Other Current Liabilities		
3005 ACCRUED PAYROLL	45,626.47	38,419.12
3010 ACCRUED COOP WATER RESOURCE MONITORING	51,150.00	32,402.50

3015 ACCRUED PREPAID LIABILITIES	1,864.17	2,071.30
3202 WRS PENSION PLAN	11,050.88	11,622.66
3300 UNUSED VACATION, WELLNESS	58,849.46	63,267.67
3500 SICK LEAVE ACCRUAL PAY	104,149.01	99,849.92
3600 DEFERRED/UNEARNED REVENUE	775,103.21	925,877.59
3655 INVEST IN RIGHT OF USE	2,987.46	2,987.46
Total Other Current Liabilities	\$ 1,050,780.66	\$ 1,176,498.22
Total Current Liabilities	\$ 1,055,516.05	\$ 1,188,945.21
Total Liabilities	\$ 1,055,516.05	\$ 1,188,945.21
Equity		
3700 PRIOR YEAR BALANCE	(181,415.57)	(181,415.57)
3701 PRIOR YEAR FUND BALANCE	908,394.73	908,394.73
3702 CURRENT FUND BALANCE	200.00	200.00
Net Revenue	(74,161.06)	(76,923.72)
Total Equity	\$ 653,018.10	\$ 650,255.44
TOTAL LIABILITIES AND EQUITY	\$ 1,708,534.15	\$ 1,839,200.65

DRAFT

Capital Area Regional Planning Commission
Budget vs. Actuals: Statement of Activity
For the month of March - Budget Vs Actuals 3 Months Ended

	Total			
	Monthly Actual	Actual Year to Date	Annual Budget	% of Annual Budget
Revenue				
5000 PROPERTY TAX REVENUE	-	-	-	
5001 DANE COUNTY PROP TAX-OTH	96,747	290,240	1,160,959	25.00%
Total 5000 PROPERTY TAX REVENUE	96,747	290,240	1,160,959	25.00%
5100 STATE/FEDERAL GRANTS	-	-	-	
5101 EPA/DNR WATER PLANNING	9,917	29,750	134,000	22.20%
5102 EPA/DNR GRANT FUNDS	-	-	-	
5103 WEM/FEMA/HMGP GRANT FUNDS	13,021	39,062	125,000	31.25%
5104 WisDOT PLAN INTEGRATION	2,301	4,393	5,457	80.49%
Total 5100 STATE/FEDERAL GRANTS	25,238	73,205	264,457	27.68%
5150 OTHER GRANTS	5,000	10,000	-	
5200 PASS THROUGH REVENUE	-	-	-	
5201 WisDOT RURAL WORK PROGRAM	2,009	2,009	7,093	28.33%
5220 COOP WATER RESOURCE MONITORING	5,146	15,437	68,200	22.64%
Total 5200 PASS THROUGH REVENUE	7,155	17,447	75,293	23.17%
5300 FEES REVENUE	-	-	-	
5301 FEES - SEWER EXTENSIONS	2,400	8,200	45,000	18.22%
5302 FEES - USA/LSA APP REVIEW	2,378	2,378	65,000	3.66%
Total 5300 FEES REVENUE	4,778	10,578	110,000	9.62%
5400 SERVICES REVENUE	-	-	-	
5401 LOCAL & REGIONAL PLAN ASSISTANCE	15,384	15,590	140,000	11.14%
Total 5400 SERVICES REVENUE	15,384	15,590	140,000	11.14%
5500 OTHER REVENUE	-	-	-	
5208 LAND USE CODE ASSESSMENT	-	-	-	
5501 INTEREST INCOME	2,321	5,179	32,000	16.18%
5502 MISCELLANEOUS REVENUES	6	18	3,123	0.58%
5505 WI SALT WISE	6,250	20,815	140,000	14.87%
Total 5500 OTHER REVENUE	8,577	26,012	175,123	14.85%
7000 REVENUE REFUNDS	-	-	-	
Total Revenue	162,880	443,071	1,925,832	23.01%
Gross Profit	162,880	443,071	1,925,832	23.01%
Expenditures				
6000 SALARIES AND LEAVE TIME	-	-	-	
6001 DIRECT SALARIES & WAGES	79,635	213,466	903,822	23.62%
6002 COMPENSATED LEAVE TIME	5,966	75,944	198,400	38.28%
Total 6000 SALARIES AND LEAVE TIME	85,601	289,410	1,102,222	26.26%
6050 FRINGE BENEFITS	-	-	-	
6051 FICA BENEFITS	5,885	18,402	82,115	22.41%
6052 LIFE INSURANCE	(37)	(112)	309	-36.20%
6053 HEALTH INSURANCE	26,622	80,450	329,364	24.43%
6054 DENTAL INSURANCE	1,074	4,502	15,369	29.29%
6055 WRS-ER CONTRIBUTION	5,525	17,104	73,440	23.29%
6056 DISABILITY INSURANCE	-	-	534	0.00%
6057 COMMUTE CARDS	216	561	200	280.65%
6058 UNEMPLOYMENT	9	498	1,000	49.79%

6059 WORKER'S COMPENSATION	-	-	2,771	0.00%
Total 6050 FRINGE BENEFITS	39,293	121,405	505,102	24.04%
6100 OCCUPANCY	-	-	-	
6101 RENT	4,382	13,147	51,833	25.36%
Total 6100 OCCUPANCY	4,382	13,147	51,833	25.36%
6200 CONTRACTED SERVICES	-	-	-	
6201 EXTERNAL PROGRAMS	-	-	-	
6202 LEGAL SERVICES	1,072	3,018	6,000	50.30%
6203 COMMISSION OPERATIONS	-	-	21,000	0.00%
6204 MARKETING AND COMMUNICATIONS	-	2,991	-	
Total 6200 CONTRACTED SERVICES	1,072	6,009	27,000	22.25%
6300 FINANCIAL SERVICES	-	-	-	
6301 AUDIT	-	-	15,435	0.00%
6302 PAYROLL FEES	672	2,226	5,250	42.40%
6303 FINANCIAL SERVICES	5,070	7,945	42,000	18.92%
Total 6300 FINANCIAL SERVICES	5,742	10,171	62,685	16.23%
6400 TRAVEL AND TRAINING	-	-	-	
6401 EMPLOYEE TRAVEL	1,948	2,438	13,349	18.26%
6402 MEALS	88	88	907	9.70%
6403 CONFERENCES & MEETINGS	-	1,422	9,638	14.75%
6404 TRAINING	-	-	3,000	0.00%
Total 6400 TRAVEL AND TRAINING	2,036	3,948	26,894	14.68%
6500 OFFICE EXPENSES	-	-	-	
6501 SUPPLIES	88	472	3,860	12.22%
6502 PRINTING	77	218	1,558	13.99%
6503 POSTAGE	-	28	105	26.55%
6504 EQUIPMENT	-	103	8,925	1.15%
6505 TELEPHONE	-	495	1,500	33.00%
6506 ADMINISTRATIVE FEES	25	29	442	6.59%
6902 CONTRIBUTIONS & DONATIONS	-	-	2,500	0.00%
Total 6500 OFFICE EXPENSES	190	1,344	18,890	7.12%
6600 INFORMATION TECHNOLOGY	-	-	-	
6601 WEBHOSTING	-	213	368	57.93%
6602 SOFTWARE	1,596	4,418	17,220	25.66%
6603 IT SERVICES	692	1,645	8,000	20.56%
Total 6600 INFORMATION TECHNOLOGY	2,289	6,276	25,588	24.53%
6700 COMMISSION	-	-	-	
6701 COMMISSION PER DIEMS	550	1,200	8,000	15.00%
6702 COMMISSION TRAVEL	14	91	840	10.82%
Total 6700 COMMISSION	564	1,291	8,840	14.60%
6800 PASS THROUGH EXPENSES	-	-	-	
6801 WATER RESOURCE MONITORING	18,748	51,150	68,200	75.00%
6802 WisDOT PLANNING SERVICES	-	2,009	5,457	36.82%
Total 6800 PASS THROUGH EXPENSES	18,748	53,159	73,657	72.17%
6900 OTHER	-	-	-	
6901 DUES/MEMBERSHIPS/SUBSCRIPTIONS	134	1,927	7,186	26.82%
6903 EDUCATION/INFO/OUTREACH	33	1,527	1,500	101.81%
6904 RECRUITMENT	-	150	1,050	14.29%
6905 INSURANCE	-	7,366	4,709	156.42%
6906 DEPRECIATION	-	-	-	
6907 AMORITIZATION EXPENSE	34	101	608	16.66%
Total 6900 OTHER	201	11,071	15,053	73.55%
Uncategorized Expense	-	-	-	

Total Expenditures
Net Operating Revenue
Net Revenue

160,117	517,232	1,917,764	26.97%
2,763	(74,161)	8,068	-919.20%
2,763	(74,161)	8,068	-919.20%

DRAFT

Capital Area Regional Planning Commission
A/R Aging Summary
As of February 28, 2026

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Ayers Associates, Inc.					1,000	1,000
City of Altoona		1,000				1,000
City of Evansville						0
245402 - Evansville Bike-Ped Plan	2,546					2,546
Total City of Evansville	\$ 2,546	\$ -	\$ -	\$ -	\$ -	\$ 2,546
D'Onofrio Kottke and Associates	800					800
Dane County Land Conservation					85,075	85,075
Department of Planning, Community and Economic Development					2,869	2,869
Dodge County Highway Department					1,500	1,500
Homburg Contractors, Inc.					400	400
Jewell Associates Engineers, Inc.					400	400
JSD PROFESSIONAL SER					800	800
MSA Professional Services, Inc.		400			1,600	2,000
Outagamie County Highway					500	500
PINNACLE ENGINEERING					400	400
Rock County Planning, Economic & Community Development Agency						0
245401 - Rock County Comp Plan	7,995					7,995
Total Rock County Planning, Economic & Community Development Agency	\$ 7,995	\$ -	\$ -	\$ -	\$ -	\$ 7,995
Town of Berry						0
255101 - T-Berry Comp Plan Update	4,679					4,679
255102 - T-Berry - Opt Out Town Billing	33					33
Total Town of Berry	\$ 4,712	\$ -	\$ -	\$ -	\$ -	\$ 4,712
Town of Blue Mounds	33					33
Town of Bristol	33					33
Town of Springfield	53					53
Town of Sun Prairie	33					33
VANDE HEY					800	800
Vierbicher		600			800	1,400
Village of Black Earth					8,000	8,000
Village of Deforest					3,070	3,070
WI Department of Military Affairs						0
Division of Emergency Management	19,497					19,497
Total WI Department of Military Affairs	\$ 19,497	\$ -	\$ -	\$ -	\$ -	\$ 19,497
WI Department of Natural Resources					14,090	14,090
243104-BRIC Stream Crossing Inventory	46,396					46,396
Total WI Department of Natural Resources	\$ 46,396	\$ -	\$ -	\$ -	\$ 14,090	\$ 60,486
Wyser Engineering, LLC	400			1,000	400	1,800
TOTAL	\$ 82,498	\$ 2,000	\$ -	\$ 1,000	\$ 121,704	\$ 207,202

Re: *Dane County Water Quality Plan: Summary Plan Update – Update on Project and Stakeholder Engagement Process – Staff Presentation and Discussion*

Requested Action:

None

Background:

Staff are actively working on an update to the *Summary Plan* (last updated in 2004), which acts as the central document of the *Dane County Water Quality Plan* (DCWQP) and provides an overview to help tie together the technical appendices of the DCWQP. This update will update facts and figures and is also intended to reestablish the authority of the DCWQP and build a new framework incorporating today’s challenges and priorities (such as climate resilience and environmental equity) for water quality management and related resource protection. As such, the document will be given a new name to better frame what it is and what it does. Moving forward it will be identified as the *Dane County Water Quality Plan: Water Quality Management Framework* (WQMF).

Staff are now beginning a stakeholder engagement campaign. CARPC’s April newsletter announced the update to the Summary Plan to the public (see [article linked here](#)). Soon a survey will be sent to key stakeholders (local government officials, partner agencies, and non-governmental advocacy and business-oriented groups) to collect feedback on current issues and guide the updates.

Additionally, staff will host an in-person workshop in July to collect additional feedback and help inform us what our priorities in the DCWQP should be. Then in late summer/fall, staff will convene a Technical Advisory Committee to provide technical feedback and refine final objectives and strategies.

This update is being partially supported through a DNR Water Quality Management Planning Grant (using IIJA funds) awarded to CARPC in 2025 for \$48,000 distributed over the course of 2025-2026.

Staff Comments:

Staff will provide a brief presentation to give a refresher on the *Dane County Water Quality Plan*, which is the areawide water quality plan for Dane County, as well as an overview of the update and stakeholder engagement efforts.

Attachments:

- 1. Project Scope Narrative (basis of grant agreement)

Staff Contact:

Nick Bower, Senior Environmental Engineer/Water Quality Planning Director
nickb@capitalarearpc.org
608 474 6019

Next Steps:

Staff will continue working on the update to the document.

Update to Dane County Water Quality Plan: Summary Plan Update

Project Narrative - Capital Area RPC

Overview

The *Dane County Water Quality Plan* (DCWQP) is a collection of documents that describe the overall condition of water resources within Dane County and forms the foundation for management of water quality in those resources. It serves as a platform for water quality initiatives and activities, monitoring activities, sewer service area planning, and related environmental resource considerations. CARPC is the agency responsible for maintaining and implementing the plan. The [Dane County Water Quality Plan - Summary Plan](#) (Plan) document, which was last updated and adopted as the areawide water quality management plan for Dane County in 2004, serves as the central document of the DCWQP and is supported by separate appendices containing additional technical information on various topics. This revision will constitute an amendment to the DCWQP.

Project Goals

The overarching goal of this project is to update the Plan (last revised in 2004), to include updated information and figures, address changing needs and conditions in the region, and refine focus and applicability per the current regulatory environment. Additional goals and objectives include:

- Update regulatory and statutory references and clarify CARPC's role and authority
- Provide updated content and information where appropriate and feasible
- Identify and prioritize future updates for appendices that remain relevant but exceed the scope and capacity of the current update process; identify needs and cost estimates for technical assistance on any such tasks
- Increase the readability of the Plan and provide appropriate enhancements to the *Dane County Water Quality Plan* website to aid in user experience and understanding of content
- Update related Fact Sheets and Policy documents, as appropriate

Municipalities Involved

All cities, villages, and townships in Dane County will be engaged during this project and asked to review and comment on the draft plan. Additionally, appropriate divisions within Dane County such as Land and Water Resources, and Wisconsin DNR are anticipated to be part of the update process.

Project Tasks & Timeline

1. Research and Data Collection

January 2025 – June 2026

Review regulatory requirements for areawide water quality management planning, existing appendices, related reports and plans from partner agencies, and other pertinent historical documents. Compile current data and utilize existing tools to update relevant content within the Plan. Review and assess priority actions contained in existing Plan.

2. Outreach

May 2025 – December 2026

Conduct outreach and engagement efforts with the public, local municipalities, and other technical advisory entities. Conduct a public hearing prior to adoption.

- a) Conduct pre-planning survey of staff in local government, partner agencies, and non-profit and advocacy groups to identify issues and opportunities that could be addressed in an update to the DCWQP.
- b) Conduct facilitated meetings / workshops with local municipal staff and partner agencies to gain insight into understanding of the DCWQP, desired framework for action, and opportunities to interweave regional water quality planning with local planning.
- c) Convene a technical advisory committee to aid in content review and preparation.
- d) Conduct a public outreach and education process and then a public hearing prior to RPC Commission action / DNR review.

3. Plan Writing / Documentation

July 2025 – November 2026

Draft the updated plan document and reference material, including draft versions for key stakeholder review and updates to related Fact Sheets and Policy documents.

4. Website Enhancements

January 2026 – December 2026

Make relevant updates to the DCWQP website to reflect updates to the Summary Plan and related new/updated information. Explore the feasibility of developing a GIS-based web map describing water quality and water quality initiatives for all watersheds and major surface water features within the County. This will incorporate information contained in Appendix B: Surface Water Quality Conditions and be integrated with DNR online mapping tools (e.g., Surface Water Data Viewer).

5. Coordination & Administration

January 2025 – December 2026

General project management and coordination with internal and external partners, including administration of the amendment process before the CARPC Commission and Wisconsin DNR.

Outcomes & Deliverables

- Updated Summary Plan document for approval and adoption by CARPC and DNR
- Updated Fact Sheets
- Cost estimates and prioritization for appendix updates
- Updates and enhancements to the *Dane County Water Quality Plan* website

Budget Details

Task	Projected Actual Cost	Total Request	Year 1 Request	Year 2 Request
Task 1. Research and Data Collection	\$8,800	\$6,000	\$4,560	\$1,440
Task 2. Outreach	\$16,900	\$9,000	\$5,490	\$3,510
Task 3. Plan Writing / Documentation	\$34,000	\$23,000	\$9,200	\$13,800
Task 4. Website Enhancements	\$5,600	\$4,000	\$0	\$4,000
Task 6. Coordination & Admin	\$13,100	\$6,000	\$4,750	\$1,250
Total:	\$78,400	\$48,000	\$24,000	\$24,000

See detailed budget breakdown attached.

Re: Water Quality Plan Conformance Review Fees Assessment – Staff Overview and Discussion

Requested Action:

None

Background:

CARPC conducts reviews of various development plans for conformance with the [Dane County Water Quality Plan](#) (DCWQP) in accordance with certain statutory provisions and permitting requirements. These reviews can be categorized into the following: sewer extension reviews ('208' reviews), facility plan reviews, Environmental Corridor reviews, and MMSD Annexation reviews.

Fees are not charged for facility plan reviews, Environmental Corridor reviews, or MMSD Annexation reviews. However, since 2008, fees have been charged directly to the applicant for sewer extension reviews. Originally, fees were determined based on the acreage of the development. In 2018, [Resolution 2018-04](#) enacted a fixed fee structure based on the type of review provided, regardless of the size of the development, to more accurately and equitably cover costs. Fees have not been updated since 2018 and now result in a budget shortfall of approximately \$22,000 each of the past 2 years for the review of sewer extensions. Review of facility plans has resulted in a budget shortfall of approximately \$1,000 each of the past 2 years.

Staff Comments:

Staff prepared a detailed analysis of costs to conduct reviews versus revenues from review fees using actual data from recent years. The attached report summarizes the analysis and alternatives considered. Based on this, staff are recommending the following:

1. Increase fees for sewer extension reviews to match actual costs (on annual average basis), with annual increases commensurate with staff billing rate increases
2. Implement a fixed fee for facility plan reviews, with annual increases commensurate with staff billing rate increases

Attachments:

1. Assessment of Conformance Review Fees Report

Staff Contact:

Nick Bower, Senior Environmental Engineer/Water Quality Planning Director
nickb@capitalarearpc.org
608 474 6019

Next Steps:

Staff will bring forward a Fee Resolution for Commission action in June.

Dane County Water Quality Plan Conformance Review Fees Assessment

Revenues vs. Costs & Update Recommendations

May 6, 2026

Background

CARPC, in its capacity as an agent for the Wisconsin Department of Natural Resources (WDNR), conducts reviews of various development plans for conformance with the [Dane County Water Quality Plan](#) (DCWQP), which is the areawide water quality management plan for the region of Dane County, in accordance with certain statutory provisions and permitting requirements. CARPC receives funding from WDNR on an annual basis to support elements of this work.

Sewer Extension Reviews

As a part of the permitting process through the state, nearly all development and redevelopment projects which include extension of public sanitary sewer collection systems (per NR 110.08(4)), or connection to public systems (per SPS 382.30(11)(f) for site laterals and 382.30(12)(b) for private interceptor main sewers) require conformity with the areawide water quality management plan. Conformity is established through review by CARPC staff—referred to as the Sewer Extension Review (SER)—and issuance by staff of a conformance review letter or ‘208 letter’ (a reference to Section 208 of the Clean Water Act).

This review confirms that the area proposed for sanitary sewer service lies within an existing sewer service area, is not located in environmentally sensitive areas, and complies with requirements established in applicable sewer service area (SSA) amendment approvals. Such requirements are typically documented within CARPC or DCRPC (the predecessor to CARPC) Resolutions or Water Quality Management Letters (WQMLs), as referenced and included in the approval by WDNR. This often includes provisions for review of stormwater management and environmental corridors. If there are errors or missing info, or if the plans are otherwise not in conformance with the applicable requirements, then staff will issue comments to the applicant and necessitate a resubmittal for further review.

Since 2008, sewer extension review fees have been charged directly to the applicant (typically a municipality or consulting engineer). Originally, fees were determined based on the acreage of the development. In 2018, [Resolution 2018-04](#) enacted a fixed fee structure

based on the type of review provided, regardless of the size of the development or time needed to complete review. These fixed fees (regardless of the number of resubmittals) are still in effect and have not been adjusted to inflation:

- Sewer Reconstruction Only = \$0
- Sewer Extension Review Only = \$400
- Sewer Extension w/ Environmental Corridor Review = \$600
- Sewer Extension w/ Stormwater Plan Review = \$800
- Sewer Extension w/ Stormwater Plan & Environmental Corridor Review = \$1,000

Facility Plan Reviews

Projects involving new or modified sewerage systems owned by municipal or other non-industrial entities must have a sewerage system facility plan prepared for WDNR review, pursuant to s. NR 110.08(1), Wis. Adm. Code. The basic purpose of facility planning is to assess the condition of a sewerage system, establish a need for improvement, evaluate options to address system needs and to identify the cost-effective alternative (see more: [WDNR](#)). Like sewer extensions, all facility plans must be in conformance with the areawide water quality management plan (per NR 110.08(4)). Conformity is established through review by CARPC staff and issuance by staff of a conformance review letter.

No fees are currently charged for facility plan reviews; these services are covered by Dane County funding.

Environmental Corridor Reviews

Staff routinely receive inquiries related to environmental corridors (EC). Often these are questions about the presence of environmental resources, interpretation of policies, and how proposed development may impact, or be impacted by, corridors—often as a precursor to a future submittal for a sewer extension review (see above).

Since early 2025, CARPC staff have been offering to conduct detailed reviews of environmental corridors for future areas of growth within a municipality, resulting in a detailed memo and update on mapping. These reviews have been conducted in coordination with municipal staff and are typically related to future SSA amendments.

No fees are charged for inquiries or detailed EC reviews; these services are covered by Dane County funding. However, the fee charged for a sewer extension review does increase if review of environmental corridors is required (see section above).

MMSD Annexation Reviews

CARPC staff review proposals for annexation of new lands into the Madison Metropolitan Sewerage District's (MMSD's) service area boundary. MMSD's sewer use ordinance requires notice to CARPC, and written confirmation of receipt from CARPC. Wis. Stats. 200.11(1)(b) requires consistency with the adopted plans of the regional planning commission (CARPC).

No fees are charged for MMSD Annexation reviews; these services are covered by Dane County funding.

Assessment

Data and Assumptions

- Analyzed the total number of reviews and revenues from the years 2016-2025
- Analyzed details of costs and hours spent on each review using timesheet data from the period of 1/1/2024 through 3/10/2026
- This assesses time spent directly on specific sewer extensions, and environmental corridor and stormwater review components thereof; additional time on inquiries or follow-up mapping updates is not included

Sewer Extension Reviews

Over the past 10 years (2016–2025), CARPC has issued an average of 104 conformance review letters. **Figure 1** shows the number of reviews and associated fee revenue for each year.

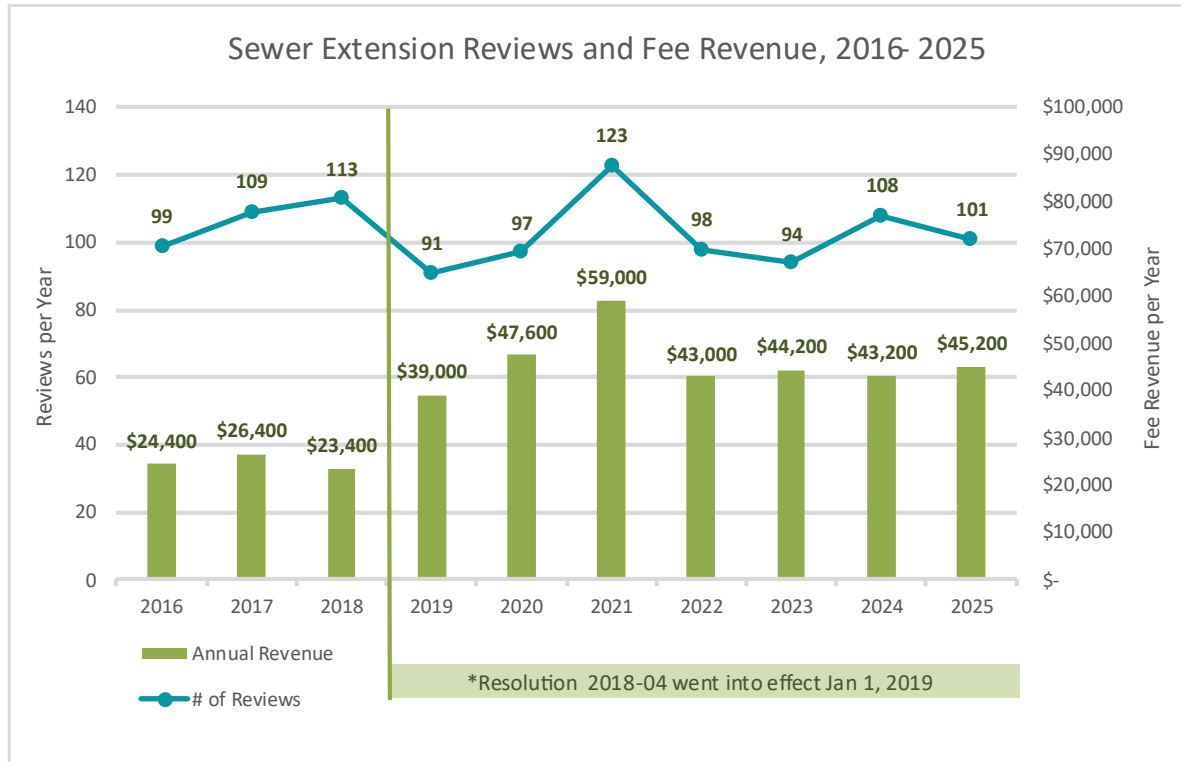


Figure 1. Summary of Annual Revenue (2016–2025)

Table 1 provides averages (costs and hours) per review and net revenue (fees charged minus total costs) for each year within the period analyzed.

Table 1. Sewer Extension Reviews Summary

	2024	2025	2026*
Number of Reviews	108	101	20
Cost per Review	\$612.91	\$665.70	\$502.61
Hours per Review	7.41	6.91	5.36
Total Fees	\$43,200.00	\$45,200.00	\$7,400.00
Total Costs	\$66,194.71	\$67,235.29	\$10,052.17
Net Revenue	-\$22,994.71	-\$22,035.29	-\$2,652.17

* Through 3/10/2026; based on this pace and normal fluctuations in intensity of submittals, 2026 is currently projected to be close to the average in recent years

The level of effort required for each review varies based on the complexity of the project, the quality of the submittal package, and the components needing review. The hours spent on

each review from 2024–2025 ranged from 0.25 to 46.5, with the low-end representing straightforward sewer reconstruction projects and the high-end representing developments with complex stormwater management plans and multiple resubmittals (due to incomplete information or lack of conformity with the water quality plan).

Sewer reconstruction projects are a unique kind of review because they are almost always in older areas of municipalities where there are no applicable Resolutions or WQMLs providing staff with the authority to conduct additional review, and they have little to no impact on environmental corridors or stormwater management. Regardless, a 208 letter is required for permitting. The City of Madison submits most reconstruction projects and there is long-standing agreement between the City and CARPC that charging for our review is not appropriate, particularly given the narrow scope of our review and our lack of authority. Each review typically takes approximately one (1) hour to complete. The overhead costs associated with invoicing for such small reviews are likely to outweigh any meaningful gain in revenue.

The following tables provide a breakdown of effort required for review, by each tier within the existing fee schedule.

Table 2. Sewer Extension Reviews by Type

Type of Review		2024	2025	2026*	Average
\$0 Fee (Reconstruction Only)	No. Reviews	27	24	5	26
	Avg. Cost	\$167.52	\$190.57	\$77.01	\$169.32
	Hours	2.0	2.0	1.0	1.9
\$400 Fee (Base Review)	No. Reviews	54	43	12	53
	Avg. Cost	\$548.52	\$356.15	\$348.29	\$450.58
	Hours	6.7	3.9	4.0	5.3
\$600 Fee (Base + EC)	No. Reviews	8	12	1	8
	Avg. Cost	\$641.51	\$951.23	\$243.19	\$799.53
	Hours	7.6	9.8	3.0	8.7
\$800 Fee (Base + SWMP)	No. Reviews	11	6	0	9
	Avg. Cost	\$1,363.98	\$1,144.47	n/a	\$1,286.50
	Hours	16.8	11.5	n/a	15.0
\$1,000 Fee (Base + EC + SWM)	No. Reviews	8	16	2	12
	Avg. Cost	\$1,489.49	\$1,816.61	\$2,622.23	\$1,777.93
	Hours	17.5	18.6	25.9	18.8

* Through 3/10/2026; based on this pace and normal fluctuations in intensity of submittals, 2026 is currently projected to be close to the average in recent years

** Averages extrapolate 2026 data across the full calendar year.

Fees Alternatives

Option SE-1. Update Fee Schedule Based on Average of Recent Historical Costs – This option would result in close to full cost recovery associated with sewer extension reviews initially but then risks falling behind again as wage rates increase. Fees would be set based on the approximate cost of all reviews (except Reconstruction projects) based on recent data (see **Table 2**), rounded to whole numbers, as follows:

- Reconstruction Only = \$0
- Sewer Extension Review Only = \$450
- Sewer Extension w/ Environmental Corridor Review = \$800
- Sewer Extension w/ Stormwater Plan Review = \$1,300
- Sewer Extension w/ Stormwater Plan & Environmental Corridor Review = \$1,800

Option SE-2. Update Fee Schedule Based on Average of Recent Historical Costs Plus Annual Increase (RECOMMENDED) – This option would result in close to full cost recovery associated with sewer extension reviews, as it includes a built-in annual increase in review fees commensurate with annual increases in billing rates to provide close to full cost recovery in perpetuity. New fees would be set based on the approximate cost of all reviews (except Reconstruction projects) based on recent data (see **Table 2**). Annual increases in fees, thereafter, would be set by applying a multiplier to account for annual increases in billing rates, rounded to whole numbers. This option might result in fees as follows:

Table 3. Sewer Extension Review Fee Schedule (Option SE-2)

	2026*	2027**	2028**	2029**
Reconstruction Only	\$0	\$0	\$0	\$0
Sewer Extension Review Only	\$450	\$465	\$480	\$495
Sewer Extension w/ EC Review	\$800	\$825	\$850	\$875
Sewer Extension w/ SWMP Review	\$1,300	\$1,350	\$1,400	\$1,450
Sewer Extension w/ SWMP & EC Review	\$1,800	\$1,850	\$1,900	\$1,950

* Remainder of 2026, initiated upon effective data

** Years 2027-2029 assume an annual staff billing rate increase of 3%

Option SE-3. Update Fee Schedule Based on Typical Costs – This option would result in an increase in revenue but would still not provide full cost recover. This option involves removing statistical outliers, such as those above the nth percentile, for the purpose of determining what

'typical' costs are. Removing reviews above the 90th percentile in terms of hours spent would predominantly remove reviews of the \$1,000 tier variety (Base + EC + SWM) and thus would heavily weight 'typical' costs towards those associated with the lower-level tiers. A more robust analysis would be required to determine true 'typical' costs and specific methods could be adjusted to align with acceptable amounts of cost recovery.

Option SE-4. Charge Actual Costs of Each Review – This option would result in full cost recovery but will increase overhead costs and reduce the timeliness of billing. It is most likely impractical, given the high volume of reviews and administrative efforts which would be required to accurately track, report, and bill for each individual review.

Option SE-5. Update Fee Schedule Based on External Metric – This would involve calculating a new fee schedule based on the CPI index, new staff billing rates (compared to when the current fees were adopted in 2018), or another metric. This option could simplify regular fee increases in the future and would retain a tie to the actual costs incurred if the average time for each type of review remains consistent.

Facility Plan Reviews

Over the past 10 years (2016–2025 data), the number of reviews has ranged from 0 to 14. However, the year with 14 reviews is an outlier, and the average tends to be only a few reviews each year.

Time spent on Facility Plan reviews is not tracked individually and so the specific time and cost spent on each review is unknown. **Table 3** provides the total costs and averages for these reviews.

Table 4. Facility Plan Reviews Summary

	2024	2025	2026*	Average**
Number of Reviews	2	4	0	3
Cost per Review	\$391.35	\$317.93	n/a	\$354.64
Hours per Review	3.0	2.63	n/a	2.81
Total Fees	\$0	\$0	\$0	\$0
Total Costs	\$782.70	\$1,271.73	\$0	\$1,027.21
Net Revenue	-\$782.70	-\$1,271.73	\$0	-\$1,027.21

* Through 3/10/2026

** Average taken from 2024–2025 only

Fees Alternatives

Option FP-1. No Change – This option results in continuing to not charge any fees for review.

Option FP-2. Charge Actual Costs of Each Review – This option would result in full cost recovery but has been determined to be impractical, given the administrative efforts which would be required to accurately track, report, and bill for each individual review.

Option FP-3. Charge a Flat Fee for All Reviews Based on Average of Recent Historical Costs – This option provides close to full cost recovery associated with facility plan reviews (on an average annual basis). Fixed fees would be set based on the approximate cost of all reviews (see **Table 3**), rounded to whole numbers, as follows:

- All Facility Plan Reviews = \$350

Option FP-4. Charge a Flat Fee Based on Average of Recent Historical Costs Plus Annual Increase (RECOMMENDED) – This option would result in close to full cost recovery associated with facility plan reviews, as it includes a built-in annual increase (adjusted annually) in review fees commensurate with annual increases in billing rates to provide close to full cost recovery in perpetuity. Initial fees would be set based on the approximate cost of all reviews based on recent data (see **Table 3**). Annual increases in fees, thereafter, would be set by applying a multiplier to account for annual increases in billing rates, rounded to whole numbers. This option might result in fees as follows:

Table 5. Facility Plan Review Fee Schedule (Option FP-4)

	2026*	2027**	2028**	2029**
Facility Plan Review	\$350	\$360	\$370	\$380

* Remainder of 2026, initiated upon effective data

** Years 2027-2029 assume an annual staff billing rate increase of 3%

Environmental Corridor Reviews

CARPC staff have not tracked individual reviews and inquiries regarding environmental corridors. Responding to inquiries, making administrative changes to mapping, and other environmental corridor reviews unrelated to a sewer extension review are often more generalized and difficult to associate directly with a particular 'review', and thus, have been considered core functions of CARPC's duties in administering the DCWQP. Fee assessments related to environmental corridors outside of the sewer extension review process could have the unintended consequence of discouraging coordination with CARPC on environmental corridor constraints in the early stages of local planning or development discussions, leading to worse outcomes with regard to environmental resource protections and likely increased friction between CARPC and local municipalities.

Fees Alternatives

Option EC-1. No Change (RECOMMENDED)– This option results in continuing to not charge any fees for review. Staff recommend this option because this has been a relatively low-cost service and charging for it would reduce requests for coordination between staff and applicants/municipalities on environmental corridor delineation.

Option EC-2. Charge Actual Costs of Each Review – This option may result in full cost recovery for the review service itself but would add administrative costs to accurately track, report, and bill each individual review. Additionally, it would result in a decrease in active collaboration between CARPC staff and applicants or municipalities, resulting in lesser opportunity to influence outcomes related to land and water quality protection.

Option EC-3. Charge a Flat Fee for All Reviews – This option may result in full cost recovery for the review service itself but would add administrative costs to accurately track, report, and bill each individual review. Additionally, it would result in a decrease in active collaboration between CARPC staff and applicants or municipalities, resulting in lesser opportunity to influence outcomes related to land and water quality protection.

MMSD Annexation Reviews

Over the past 10 years (2016–2025 data), CARPC has reviewed an average of 6 MMSD Annexation requests each year. Each review is narrow in scope and takes typically less than one (1) hour to complete. The overhead costs associated with invoicing for such small reviews are likely to outweigh any meaningful gain in revenue.

Fees Alternatives

Option MX-1. No Change (RECOMMENDED) – This is the only viable alternative.

Conclusions

Recommendations

Sewer Extension Reviews

1. Per Option SE-2. Update Fee Schedule Based on Average of Recent Historical Costs Plus Annual Increase, implement the following fee schedule:

	2026*	2027**	2028**	2029**
Reconstruction Only	\$0	\$0	\$0	\$0
Sewer Extension Review Only	\$450	\$465	\$480	\$495

Sewer Extension w/ EC Review	\$800	\$825	\$850	\$875
Sewer Extension w/ SWMP Review	\$1,300	\$1,350	\$1,400	\$1,450
Sewer Extension w/ SWMP & EC Review	\$1,800	\$1,850	\$1,900	\$1,950

* Remainder of 2026, initiated upon effective data

** Years 2027–2029 assume an annual staff billing rate increase of 3%

2. Annually, update fees based on adjustments in staff billing rates, rounded to whole numbers.
3. Conduct a periodic review of revenues versus costs in the future (minimum every 3 years), accounting for future increases in staff billing rates and average time required to complete reviews (thus accounting for possible improvements in workflow and quality of application submittal packages).

Facility Plan Reviews

4. Per Option FP-4. Charge a Flat Fee Based on Average of Recent Historical Costs Plus Annual Increase, implement the following fee schedule:

	2026*	2027**	2028**	2029**
Facility Plan Review	\$350	\$360	\$370	\$380

* Remainder of 2026, initiated upon effective data

** Years 2027–2029 assume an annual staff billing rate increase of 3%

Environmental Corridor Reviews

5. Per Option EC-1 (above), no change to fee assessments (no charge)

MMSD Annexation Reviews

6. Per Option MX-1 (above), no change to fee assessments (no charge)

Effect on Budget 2027

Implementing the above recommendations would have a positive effect on the budget for 2027.

In recent years (2024–2025), sewer extension reviews have resulted in an approximate \$22,000 budget shortfall. Updating sewer extension fees as recommended above results in an estimated \$4,414 budget shortfall in 2027 (assuming a 3% rise in billing rates). The shortfall is due to reconstruction only projects, which have zero review fees.

In recent years, facility plan reviews have resulted in an approximate \$1,000 budget shortfall. Implementing a new facility plan review fee as recommended above results in this work being nearly budget neutral in 2027 (assuming a 3% rise in billing rates).

Table 6. Budget Implications of Review Fee Revisions

	2025	2027 (no change)	2027 (new fees)
Sewer Extension Reviews			
Revenue	\$45,200	\$45,200	\$65,595
Costs (Staff Time)	\$67,235	\$70,009	\$70,009
Net Income/Loss	-\$22,035	-\$24,809	-\$4,414
Facility Plan Reviews			
Revenue	\$0	\$0	\$1,080
Costs (Staff Time)	\$1,272	\$1,096	\$1,096
Net Income/Loss	-\$1,272	-\$1,096	-\$16

Implementation Plan

The proposed changes are recommended to be effective beginning on September 1, 2026. Successive fee increases are recommended to be enacted beginning on January 1st, each year. This will allow time to communicate the rate change before it occurs. Submittals received before the effective date will be subject to the current rate schedule.

Re: Farmland Stewardship Initiative Update – Staff Presentation and Discussion**Requested Action:**

None.

Background:

In 2025, the Commission directed staff to identify ways for CARPC to more actively support regional farmland preservation. Since then, staff have connected with others working in the ag preservation and sustainability space, reviewed past CARPC efforts on farmland loss mitigation, and begun updating data and maps to characterize key trends, with the overall goal of defining CARPC's role in farmland preservation and identifying tangible actions that will benefit both farmers and water quality. Staff presented on preliminary and upcoming farmland stewardship work at the February 2026 Commission meeting.

Staff Comments:

Staff will provide a brief update on the progress and direction of this effort since the February presentation, primarily focused on connecting farmland stewardship to our other work and identifying partnerships to help move it forward.

Attachments:

1. None

Staff Contact:

Caitlin Shanahan
Deputy Director
CaitlinS@CapitalAreaRPC.org
608-474-6021

Next Steps:

Staff will continue to work on an updated report, aiming to have a draft read for Commission review by the end of the year.

**Re: Acceptance of MadREP/USDA Funds for Rural Economic Development Update – Staff
Presentation and Discussion****Requested Action:**

None.

Background:

The Commission approved the creation of an Economic Development Program in the 2026 CARPC Work Program with limited commitment of staff time. This was primarily in preparation for discussions about CARPC's role in the region following the dissolution of the Madison Region Economic Partnership (MadREP). The Commission has been discussing since January the prospect of receiving from MadREP a fund intended for the promotion of rural business development across the wider region.

CARPC's Budget and Personnel Panel (BPP) discussed CARPC's role in regional economic development at its February 2 and March 31 meetings. At the March meeting members indicated support for retention of the fund for the benefit of the region, support for uses of the fund that encourage planning and incorporate principles such as water quality protection and infill development, and support for CARPC administration of the fund.

The Commission discussed three resolutions at the April meeting. The first, describing CARPC's intended role related to economic development, was postponed until July or later to allow time for more discussion, including further feedback from the BPP. The other two, related directly to the MadREP fund, were tabled to be brought back at a later meeting, pending further document from MadREP and USDA about the fund and its allowable uses and reporting requirements.

Staff Comments:

MadREP and USDA are still working on the documentation needed for CARPC to proceed.

Attachments:

1. None

Staff Contact:

Jason Valerius
Executive Director
JasonV@CapitalAreaRPC.org
608-474-6010

Next Steps:

Commission consideration of the two resolutions related to the MadREP/USDA funds, possibly in June

Re: Quarterly Report on Work Program Hours – Budget vs. Actual – Staff Presentation and Discussion**Requested Action:**

None.

Background:

The Annual Work Program projects staff hours that each staff person will direct to each of our programs. We have not previously reported out on where time goes and how that allocation of time relates to the work program projections.

Staff Comments:

The purpose of this report is to provide feedback on agency time allocation that is timely and actionable. It is intended primarily for staff use but the Commission may also be interested. We are providing to staff a more detailed version of this data at the individual level, to help each staff person see how their time compares to prior assumptions. Some variances are explained by the timing of certain work because it is a project that was either dormant or especially active during this period. Other variances reflect poor assumptions in our projections; this tool will help us make better projections. A few variances will lead to discussion about how staff are using and/or reporting their time.

Attachments:

1. Quarterly Report on Work Program Hours – Budget vs. Actual – 2026 Q1

Staff Contact:

Jason Valerius
Executive Director
JasonV@CapitalAreaRPC.org
608-474-6010

Next Steps:

None



WORK PROGRAM HOURS REPORT – BUDGET VS. ACTUAL

Date of Report: May 8, 2026
Report Period: January 1, 2026 - March 31, 2026

Program Name	All Staff (Hours)		
	Budget	Actual	Variance
100 - Water Quality Planning	1450	1447	0%
200 - Wisconsin Salt Wise	448	357	-20%
300 - Climate Resilience Planning	913	964	6%
400 - Land Use Planning	905	846	-6%
500 - Community Assistance	474	236	-50%
600 - Educ., Info., and Connection	178	94	-47%
700 - Economic Dev. Planning	15	8	-50%
900 - Administration	821	924	12%
Subtotal	5203	4876	-6%

Water Quality Planning	All Staff (Hours)		
	Budget	Actual	Variance
1000 - WQP-Internal Coordination	221	246	11%
1001 - WQP-External Coordination	176	126	-29%
1002 - WQP-SSA Amendments	181	52	-71%
1003 - WQP-Consistency	277	289	4%
1004 - WQP-Plan Updates	206	361	76%
1005 - WQP-Projects	173	177	2%
1006 - WQP-Data and Mapping	147	110	-25%
1007 - WQP-Monitoring	14	20	39%
1009 - WQP-Training and Innovation	57	69	21%
Subtotal	1450	1447	0%

CARPC Work Program Hours Report – Budget Vs. Actual – 2026 Q1

Wisconsin Salt Wise	All Staff (Hours)		
	Budget	Actual	Variance
2000 - WSW-Internal Coordination	42	108	157%
2001 - WSW-Within Dane County	135	110	-19%
2002 - WSW-Outside Dane County	181	96	-47%
2003 - WSW-Fee for Service Work	75	34	-55%
2008 - WSW-Lobbying	15	9	-40%
Subtotal	448	357	-20%

Climate Resilience Planning	All Staff (Hours)		
	Budget	Actual	Variance
3000 - CRP-Internal Coordination	168	171	2%
3001 - CRP-External Coordination	169	186	10%
3005 - CRP-Projects	444	424	-5%
3006 - CRP-Data and Mapping	97	152	56%
3009 - CRP-Training and Innovation	35	32	-9%
Subtotal	913	964	6%

Land Use Planning	All Staff (Hours)		
	Budget	Actual	Variance
4000 - LUP-Internal Coordination	180	230	28%
4001 - LUP-External Coordination	99	41	-59%
4003 - LUP-Transportation	41	51	25%
4004 - LUP-Plan Preparation	3	2	-18%
4005 - LUP-Projects	135	85	-37%
4006 - LUP-Data and Mapping	396	421	6%
4009 - LUP-Training and Innovation	51	16	-68%
Subtotal	905	846	-6%

CARPC Work Program Hours Report – Budget Vs. Actual – 2026 Q1

Community Assistance	All Staff (Hours)		
	Budget	Actual	Variance
5000 - CA-Internal Coordination	45	37	-19%
5001 - CA-Contracted Projects	274	98	-64%
5002 - CA-Small Efforts	32	21	-33%
5003 - CA-Out-of-County Project Dev.	3	0	-100%
5004 - CA-Out-of-County Contracted	120	81	-33%
Subtotal	474	236	-50%

Education, Information, and Connection	All Staff (Hours)		
	Budget	Actual	Variance
6000 - EIC-Internal Coordination	109	29	-74%
6001 - EIC-External Coordination	19	60	217%
6002 - EIC-Products and Innovation	50	6	-89%
6006 - EIC-Lobbying	0	0	0%
Subtotal	178	94	-47%

Economic Development Planning	All Staff (Hours)		
	Budget	Actual	Variance
7000 - EDP-Internal Coordination	5	0	-100%
7001 - EDP-External Coordination	5	4	-15%
7005 - EDP-Products and Innovation	0	0	0%
7006 - EDP-Data and Mapping	5	0	-100%
7009 - EDP-Training and Innovation	0	3	0%
Subtotal	15	8	-50%

CARPC Work Program Hours Report – Budget Vs. Actual – 2026 Q1

Administration	All Staff (Hours)		
	Budget	Actual	Variance
9000 - Admin-General	446	482	8%
9001 - Admin-Commission	68	144	114%
9002 - Admin-Accounting	212	227	7%
9003 - Admin-Budget	28	21	-24%
9004 - Admin-Human Resources	24	40	69%
9005 - Admin-AWRPC	23	0	-100%
9009 - Admin-Training	23	10	-54%
Subtotal	821	924	12%

Re: CARPC Approach to Public Engagement Related to Sewer Service Area Amendments – Staff Presentation and Discussion

Requested Action:

None.

Background:

CARPC engages with the general public in two primary ways:

We periodically seek feedback related to policy development initiatives, either for a specific community as part of a fee-for-service project, or for a regional planning document such as the Regional Development Framework.

We also seek feedback on pending decisions by the Commission, primarily through public hearings and most often related to sewer service area amendments.

This agenda item was suggested by the commission, as an opportunity for discussion about the methods utilized by the agency to solicit, accept, and respond to feedback. The commission is occasionally faced with Water Quality Plan amendment proposals that are controversial; the request was to review the tools and processes we're using to manage those processes effectively.

Staff Comments:

A summary what we do now:

- Post application materials on the Water quality website ([SSA amendments posting site](#))
- Public hearing notice emailed to a list of ~100 individuals and partner organizations and physically posted at Madison public libraries
- Special newsletter issue related to the decision ([example](#))*
- Standalone web page with additional information ([example](#))*
- Catalog public comments on the website, either within the staff report ([example, page 19](#)) or individually ([example, scroll down to the Public Comments Ledger](#))
- Share public feedback summary with commissioners (multiple times during a process, as appropriate)*
- In person public hearing, typically in a location near the amendment site

*these items are unique to higher-profile processes/decisions

General approach to interactions with the public (e.g. in a phone call or when a response is requested): We listen to concerns, share information as available and relevant, and describe our obligations under the Water Quality Plan and associated statutes. We may also describe our cooperative stance with the regulated entity (the applicant community) to work collaboratively toward solutions that meet the requirements of the Water Quality Plan.

Attachments:

1. None

Staff Contact:

Jason Valerius
Executive Director
JasonV@CapitalAreaRPC.org
608-474-6010

Next Steps:

None planned

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 Contact:

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

Next Steps:

N/A



Executive Director Monthly Report to CARPC Commissioners

Thursday, May 14, 2026

(updates from the previous month in blue text)

Highlighted text indicates items Jason plans to talk about during the meeting.

AGENCY STAFFING

- We promoted Isaac Porter to Senior Environmental Technician. Isaac will continue with CARPC as a part-time LTE through the end of August. We are currently interviewing Environmental Technician candidates to work on the Stream Crossing Inventory with Isaac and our full-time staff.
- We met our summer Maydm intern, on May 9.

PROGRAMS AND SERVICES

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

- Performance indicators – Work on the KPIs will continue throughout 2026, leading up to and informing the RDF update in 2027.
- Regional Population Projections – CARPC collaborated with Dane County, City of Madison, the MPO, and UW faculty to prepare [population projections](#) that reflect Dane County’s unique growth factors. Staff are now working with the MPO to allocate population, housing units, and jobs based on these projections to Transportation Analysis Zones (TAZs). These allocations support transportation modelling, updating the 2055 Regional Transportation Plan (RTP), maintaining the Transportation Improvement Program (TIP), and estimates for sewer service planning.
- East Metro/Door Creek Corridor Planning — Ongoing collaboration with the UW Department of Planning and Landscape Architecture continues. Seniors in the professional Bachelor of Landscape Architecture (BLA) and second year students in the Master of Urban and Regional Planning (MSURPL) programs will work to identify Framework implementation opportunities in the eastern portion of the metro area, east of I-90/94, from Sun Prairie to McFarland.
- Farmland Stewardship – Staff continue working on updated data and maps, an inventory of current Dane County ag preservation and sustainability efforts, and recommended actions CARPC can take to further farmland stewardship over the next few months.

Planning Assistance

- In Progress:
 - [Rock County Comprehensive and Farmland Preservation Plan updates](#) (Apr 2025 – June 2026)
 - City of Evansville human-powered transportation planning (Mar 2025 – April 2026)
 - Town of Berry 2025/2026 comprehensive planning (Sep 2025 – Dec 2026)
- Ongoing: Towns of Berry, Blue Mounds, Bristol, Springfield, and Sun Prairie zoning mapping services
- Potential: City of Sun Prairie Housing Data Dashboard – contracting in progress. [City of Fitchburg Housing Data Dashboard](#) – project development in progress.

Intergovernmental Agreement Efforts

- Town and City of Sun Prairie – The parties are pursuing this as a Cooperative Plan under 66.0307. The City/Town workgroup will be introducing the draft plan to board/commission members beginning in mid-May with public review meetings occurring in June or July
- Village of Oregon and City of Fitchburg – The Village and City have requested the continuing involvement of CARPC on a fee-for-service basis to participate in and help facilitate discussions for an intergovernmental agreement.

Education, Information and Connection

- Spring event tabling
 - 4/18 4th Bilingual Environmental Conservation Fair in Fitchburg
 - 4/25 Earth Day, Every Day Sustainability Fair in Middleton, Festge Springs Event
 - 5/2 Trout Days in Cross Plains
 - 5/2 Party for the Planet at Henry Vilas Zoo
- View regular updates on CARPC’s [Facebook/LinkedIn](#), [newsletters](#), and our [website](#).

WI Salt Wise Partnership

- Salt Wise Summit at the Capitol
 - Early planning stages for an advocacy day at the Capitol in late July
 - Informational session open to legislators, legislative aides, and the general public
 - Supporting Salt Wise partners and allies to meet with legislators before and after the info session
- Fall Event Planning
 - Meeting with partners to discuss fall training needs
 - Checking back in with 2025 fall training participants on how the season went
- Webinars (<https://www.wisaltwise.com/Wednesday-Webinars>)
 - July 8 – Salt Wise Stories: Village of Walworth
 - August 5 – 100% Liquids Sidewalk Deicing: Lessons Learned from the Past 10 Years
 - September 2 – Battle of the Blades
- Media Coverage
 - NPR Short Wave Podcast Episode showcases WI Salt Wise - [Episode: The world’s freshwater is getting saltier. Why?](#)
 - NET Gain podcast: [Win/Win/Win Deicing: Save Money, Save Damage, Save the Environment](#)
- Wisconsin Salt Wise Strategic Plan
 - April 1 – Strategic Plan Roll Out Meeting
 - June – Initial meeting of the Salt Wise Advisory Board

Water Quality Plan Updates & Amendments

- SSA Amendments
 - Active:
 - Pre-Application: C-Sun Prairie (Business Park); V-Cross Plains (“PI/Haen Development”); V-Oregon (Jenkins/Connors Lands); T-Westport (“Tuggle Rd/Hope Ct”)
 - Pending/future: V-McFarland; C-Madison (multiple); C-Sun Prairie (multiple); C-Middleton (“Balzer Road”); V-Belleville (north and east areas); V-Windsor (“North Towne Rd/Gray Rd”); V-

Oregon (Oak Hill Correctional Institute); T-Vienna (Madison Street); T-Pleasant Springs (Lake Kegonsa LSA – “Yahara Dr” and “Skyline Dr”)

- MMSD Effluent Discharge (2308 “Nine Springs WWTP Effluent Revision”) & [Badger Mill Creek Health & Resilience Projects](#) – Amendment to the Dane County Areawide Water Quality Management Plan, which allowed MMSD to cease its discharge to Badger Mill Creek
 - DNR conditionally approved the amendment (link to [DNR decision letter](#)); MMSD has satisfied conditions of approval
 - Verona continuing to litigate the decision; filed brief in Court of Appeals in December 2025; DNR provided response brief in February 2026
 - CARPC and MMSD staff are drafting the outline of an agreement for each commission to discuss in Q2 or Q3 2026 whereby CARPC will manage projects that promote the resilience of Badger Mill Creek using funds provided by MMSD
- Environmental Corridors Report – Updated Environmental Corridors Report has been approved and adopted as part of DCWQP (link to [Final Report](#)). Staff will revisit to verify conformity with newer updates to Policies & Criteria for Environmental Corridors (pending adoption; anticipated beginning work 2026).
- Environmental Corridors Policies & Criteria – Updating the existing Policies and Criteria for Env Corridors (adopted in 2008, part of the Dane County Water Quality Plan). The draft was released to stakeholders on April 2 and published to the public in the April Commission packet on April 3. [A public hearing is being held in May; Commission action is proposed for June.](#)
- 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 and environmental equity) into the DCWQP. CARPC was awarded a DNR grant using IJJA funds (Infrastructure Investment and Jobs Act) (\$48,000 over 2 years) to partially fund this work. [Outreach campaign is underway, with a survey, workshops and Technical Advisory Group happening in summer 2026. Draft of final report anticipated by end of 2026.](#)
- SSA Amendment Process Analysis (Ad-Hoc Water Quality Committee) – Proposed changes to the policies and criteria for how we administer and review proposed SSA Amendments. Final DNR approval received in early April. Updated policy documents and support materials have been posted to the [SSA Planning webpage](#).
- Water Quality Plan Consistency
 - [10 sewer extension reviews completed in April \(6 greenfield development, 0 infill development, 1 redevelopment, 3 reconstruction/other\)](#)
 - [Assessment of costs and revenue from sewer extension & other conformance reviews: draft report presented in May; anticipate bringing forward a new Fee Resolution in June.](#)

Regional Climate Resilience Planning

- Black Earth Creek Green Infrastructure Plan (GI Plan) – Continuing work with the Steering Committee on implementation of the GI Plan ([link to site](#)). Anticipate staying active through 5-year period referenced in Plan (2022-2027).
- Tree Canopy Collaborative (TCC)/[Dane County Tree Board \(DCTB\)](#) - Liz Levy is the Chair of the TCC ([link to website](#)), which meets every other month. [The DCTB \(chaired by Matt Noone\) has established a working group to develop Model Tree Conservation Ordinances.](#)

- 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 \$2,500 a year for our assistance for a period of three years.
- Midwest Climate Collaborative – Caitlin Shanahan is on the MCC Steering Committee through 2028. Nick Bower presented CARPC’s work on Regional Water Quality Planning (in collaboration with WDNR) at the 2026 Midwest Climate Summit in Cleveland, OH.
- Stream Crossing Inventory – Using the Great Lakes Stream Crossing Inventory protocol ([link to dashboard](#)), CARPC and Trout Unlimited staff are conducting a road-stream crossing inventory at town, county, and some state roads in Dane County ([link to project website](#)). This project is funded by the Infrastructure Investment and Jobs Act, WEM Pre-Disaster Flood Resilience Grant, and FEMA Building Resilient Infrastructure and Communities program. [Field work resumed in early April. Interviews are in progress for the Environmental Resources Technician position.](#)
- Old Growth Forests and Oak Savannah Mapping – CARPC is collaborating with the Wisconsin State Cartographer’s Office, with funding support from the John C. Bock Foundation, to create a statewide old growth forest and prairie remnant mapping tool that serves land stewardship and conservation efforts.
- Dane County Rural Free Tree Program – A collaborative pilot project between the Dane County Planning Department, Dane County Land and Water Resources, CARPC and the Dane County Tree Board to offer free heritage oak progeny trees to the owners of all parcels newly rezoned to Rural Single-Family Residential. Participant feedback has been very positive.
- School Tree Nursery Program – CARPC is partnering with UW-Stevens Point LEAF (Learning, Experiences, & Adventures in Forestry) educators, with funding support from a CD Besadny Conservation Grant, to build a Dane County School Tree Nursery Program and develop K-12 curriculum that incorporates tree nurseries and environmental education. On 1/15/2026 CARPC was awarded \$5,000 dollars from the Wisconsin Arborists Association to support additional materials and operational funding for school tree nurseries.

GIS Workshops for K-12 – CARPC, the State Cartographer’s Office, Sustain Dane and Maydm will be applying for grant funding to host three, three-day workshops supporting youth that are either underserved, female, or of color. CARPC has organized GIS workshops for youth during the summers of 2024 and 2025; this is the first time CARPC will be partnering with Maydm. [A grant from the Alliant Energy Community Grant program was awarded to CARPC for \\$5,000 to fund the 2026 effort. 27 Maydm students and 8 Powerful Teen Leader students will be participating in a series of 2 day workshops over the summer.](#)

Media Coverage

- [Our Wisconsin](#), April/May Publication: From Little Things Big Things Grow. [This article was discussed on the Larry Meiller Show on May 5 \(starts around minute 26\).](#)

Cooperative Water Resources Monitoring

- Dane County Water Resources Monitoring Program - Ongoing with USGS and partners. Existing agreements expired at the end of 2025. Staff are continuing to coordinate with USGS and local partners to renew their agreements as there is uncertainty with long-term funding avenues due to partner

limitations. [A one-year agreement for 2026 has been reached, with agreements between CARPC and local partners, and between CARPC and USGS forthcoming. Further discussions regarding future years ongoing.](#)

- Black Earth Creek Watershed Monitoring Program – Ongoing with USGS and partners, with CARPC acting as facilitator and funding coordinator (contract runs 2024-2028). Awarded DNR Surface Water Grant for nearly \$18,000 for 2026. Previously awarded \$18,270 DNR Surface Water Grant for FY25 and \$21,900 awarded in FY24 to support monitoring. Anticipating a small shortfall in funding for monitoring activities in 2026, and larger shortfall in 2027 and 2028, possibly resulting in changes to scope and reduction in data collection (USGS leading subgroup to review).
- Regional Strategic Monitoring Framework – Development of a strategic framework to guide stream monitoring activities across Dane County; project in close collaboration with Dane County LWR staff, and currently on pause awaiting further direction from County staff.
- Starkweather Creek Community-Based Water Chloride Monitoring Initiative – Collaborative project to continuously monitor chloride point sources throughout the Starkweather watershed at 8 different locations ([link to website](#)). A 15-member Starkweather Technical Committee meets on a bi-monthly schedule (most recent meeting: 12/18). Four conductivity meters have been adopted by partner organizations. One DNR Surface Water Grant, for \$10,000, was awarded for FY26. An additional \$25,000 was awarded in 2026 from the DNR (IJA funds) to support equipment purchases, staff funding and continued monitoring efforts. Orders for new monitoring equipment are underway. The Starkweather Creek Technical Committee’s proposal for the Starkweather Creek watershed as a Nelson Institute’s Water Resources Management (WRM) Practicum topic for 2026-2028 was accepted. [A kickoff meeting will be held in June or July with UW for project planning.](#)

PARTNERSHIP UPDATES

- MPO – The MPO is updating their Regional Transportation Plan, to be completed by May 2027. CARPC will be assisting with aspects of that process, including demographic projections and public meetings, [starting with the public kickoff meetings for this on June 15 and 17. The MPO is currently working on a guide for local communities to manage electric-assist devices such as bikes and scooters \(this need came up during the 2025 Fall Forum with CARPC\).](#)
- Dane County Office of Energy and Climate Change – [CARPC and OECC are meeting with an Energy and Environment Policy Advisor from the British Consulate General on 5/14 to discuss regional climate and energy priorities and get feedback on work the Consulate is doing in the US related to heat networks, building transparency, and grid reliability. Connection made through the Midwest Climate Summit.](#)
- Dane County Planning & Development – quarterly meeting of CARPC and DCPD staff held on May 7. DPD and CARPC staff are assisting Emergency Management with updating the Dane County Natural Hazards Mitigation Plan (fall 2025 – EOY 2026). County has begun the 2025 Land Use Inventory and will assign CARPC townships to update.
- Dane County Human Services, Housing Access & Affordability Division – Jason assisted the County’s Farmworker Housing Study by helping to facilitate discussions about zoning and development regulation strategies – these discussions occurred in February and March 2026.
- Dane County Advisory Committee on Data Centers – Caitlin and Commissioner Richson are serving on an ad hoc committee created by the Dane County Board for the purpose of impartial fact-finding,

researching, analyzing, and providing recommendations on the impacts of data center development in Dane County. Meetings to occur monthly. [Link to 1/28 Leader Independent article.](#)

- Madison Region Economic Partnership (MadREP) – MadREP transferred most of its economic development functions to the Greater Madison Chamber of Commerce, as described in [this December 12, 2025 joint announcement](#). MadREP wind down of administrative functions and asset distribution continues, including efforts to transfer a USDA-funded Revolving Loan Fund to CARPC.
- Greater Madison Chamber of Commerce (GMCC) – We anticipate participation in discussions with GMCC in the coming months about coordination of regional economic development activities. Jason has a monthly coordination meeting set up with GMCC staff leadership.
- MMSD – Jason meets with Executive Director Eric Dundee regularly to discuss shared CARPC/MMSD interests and initiatives. We are planning a joint event in fall 2026 co-sponsored by CARPC, MMSD and Dane County Land and Water Resources Dept. focused on regional topics related to wastewater collection and treatment.
- 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 co-chairing a new Renew the Blue Council in 2025 and 2026 to prioritize and drive the implementation of actions related to phosphorous reduction, and CARPC is collaborating with Dane County Land and Water Resources and other participants to help develop land use data and indicators related to water quality. The Council was formally kicked off at an event on February 4; the second meeting was March 11, the next working meeting is August 12. Jason presented at the annual State of the Lakes event on May 13 regarding population and land development trends.
- Madison Area Builders Association – We met in January with a focus group of developers, attorneys and engineers assembled by MABA to explain the proposed updates to the sewer service area amendment process and hear comments about that process and other aspects of the Dane County Water Quality Plan regulations for development. We met again in February to explain the proposed updates to the Environmental Corridors Policies and Criteria.
- Groundswell Conservancy – CARPC donated 75 tree protection tubes to Groundswell (from a supply donated to us by Regius Rubber of Waterloo) to help protect plantings on several Groundswell restoration projects. [We plan to collaborate with Groundswell this year on the identification and prioritization of lands for conservation easement protection.](#)
- The Nature Conservancy – CARPC met with TNC Conservation Science Director Peter Levi. TNC will assist CARPC with outreach of the old growth mapping project and has capacity to assist CARPC with a model forest preservation ordinance development that could be shared with Dane County communities.
- Driftless Area Land Conservancy – DALC staff participated in a “partners” focus group in February 2026 regarding our update of the Environmental Corridors Policies and Criteria. They contacted CARPC in April to invite discussion about how CARPC might be able to assist or contribute to their 2028-2032 strategic planning process.
- Maydm – [Maydm](#) provides girls and youth of color in grades 6 -12 with the skills, experiences, and connections to pursue careers in and change the face of STEM (Science, Technology, Engineering, Math). CARPC has signed a memorandum of understanding with Maydm to host a summer 2026 intern, with intern pay provided by Maydm. Melissa Michaud will be coordinating the intern. [We met the intern assigned to us at a Match Day event last Saturday \(May 9th\). Their internship starts on Monday, June 22.](#)

OPEN RECORDS REQUESTS

- We received an anonymous request in March for information about staff and compensation. We responded to the request with a copy of our salary schedule and have not heard anything further.