



AGENDA of the Capital Area Regional Planning Commission

October 08, 2026

Fitchburg Community Center-Fitchburg Room
5510 Lacy Rd, Fitchburg and Zoom Webinar

6:00 pm

Participant Information

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

<https://us02web.zoom.us/j/85681285412?pwd=9SeBL9buMbvJa1AaGCpdng2JCXbzp.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 that do not have a Public Hearing in this agenda
3. **PUBLIC HEARINGS**
 - a. Public Hearing on a Proposed Amendment of the *Dane County Water Quality Plan* by Revising the Sewer Service Area Boundary and Environmental Corridors in the Oakhill Correctional Institute Limited Service Area (#2606 City of Fitchburg – “DOC Juvenile Center”)
 - (1) Applicant Presentation – Amendment Overview
 - (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 September 10, 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) Agreement with the Village of Oregon and Town of Oregon for CARPC to Provide Boundary Agreement Planning Assistance, up to \$30,000 for 2026-2027
 - 2) Agreement with the City of Madison for the MPO to Provide Transportation Planning Services, up to \$4,183.47 for 2027
 - 3) Agreement with the Bock Foundation for CARPC to Develop a Conservation Program Finder Tool, \$8,000 for 2026-2027
 - 4) Agreements with Dane County, the Town of Westport, the Cities of Madison and Middleton, and the United States Geological Survey ("USGS") for the Provision of Water Quality Monitoring Services to Dane County Communities, \$368,920 for January 1, 2027 to December 31, 2028
 - 5) Agreement with the Wisconsin Local Government Climate Coalition for CARPC to Provide Mapping Services, \$9,000 for 2026-2027
 - 6) Agreement with Johnson Block to Provide Audit Services to CARPC for the 2026 Audit, \$11,450 for 2027
5. **Amending the *Dane County Water Quality Plan* by Revising the Sewer Service Area Boundary and Environmental Corridors in the Oregon Urban Service Area (#2603 Village of Oregon – "Featherwood Trails")**
 - a. Overview of Consistency with State and Local Standards (Staff Presentation)
 - b. **Approval of CARPC Management Letter #2603 – Oregon USA, Recommending to the Wisconsin DNR an Amendment of the *Dane County Water Quality Plan* in the Oregon Urban Service Area (*actionable item – requires 8 votes to approve*)**
 6. **Amending the *Dane County Water Quality Plan* by Revising the Sewer Service Area Boundary and Environmental Corridors in the Oakhill Correctional Institute Limited Service Area (#2606 City of Fitchburg – "DOC Juvenile Center")**
 - a. Overview of Consistency with State and Local Standards (Staff Presentation)
 - c. **Approval of CARPC Management Letter #2606 – Oakhill Correctional Institute LSA, Recommending to the Wisconsin DNR an Amendment of the *Dane County Water Quality Plan* in the Oakhill Correctional Institute LSA (*actionable item – requires 8 votes to approve*)**
 7. **Acknowledgement of Receipt – August 2026 Financial Management Report (*actionable item*)**
 8. **CARPC Resolution 2026-17, Recognizing October 15, 2026 as Imagine a Day Without Water (*actionable item*)**
 9. Reports
 - a. Commission Chair
 - b. Executive Director
 - (1) Program and Services Updates
 - (2) Partnership Updates
 10. Future Agenda Items (next meeting October 8, 2026, via Zoom Webinar, 6:00 pm meeting start)
 - a. Sun Prairie USA Amendment Management Letter – "Business Park Expansion" (November)
 - b. Resolutions for MadREP/USDA funds (November)
 - c. 2027 Work Program (November)
 - d. MPO presentation on the draft Regional Transportation Plan
 - e. Visits/presentations by allied organizations? – Commissioner suggestions welcome
 11. 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 on a Proposed Amendment of the *Dane County Water Quality Plan* by Revising the Sewer Service Area Boundary and Environmental Corridors in the Oakhill Correctional Institute Limited Service Area (#2606 City of Fitchburg – “DOC Juvenile Center”)

Requested Action:

Conduct Public Hearing

Background:

The City of Fitchburg has submitted a request for a sewer service area amendment to the *Dane County Water Quality Plan*. The proposed amendment area is currently in the City of Fitchburg and within the Lake Waubesa-Yahara River (HUC 12: 070900020703) and Oregon Branch (HUC 12: 070900020801) watersheds. It includes the addition of approximately 77 acres of land, including <1 acres of proposed environmental corridors and 5 acres of existing development and right-of-way, for a net of approximately 72 developable acres to the Oakhill Correctional Institute Limited Service Area. The [application](#) has been posted on the [CARPC website](#).

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 government 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:

None

Attachments:

1. Map 1 – Proposed Amendment Area

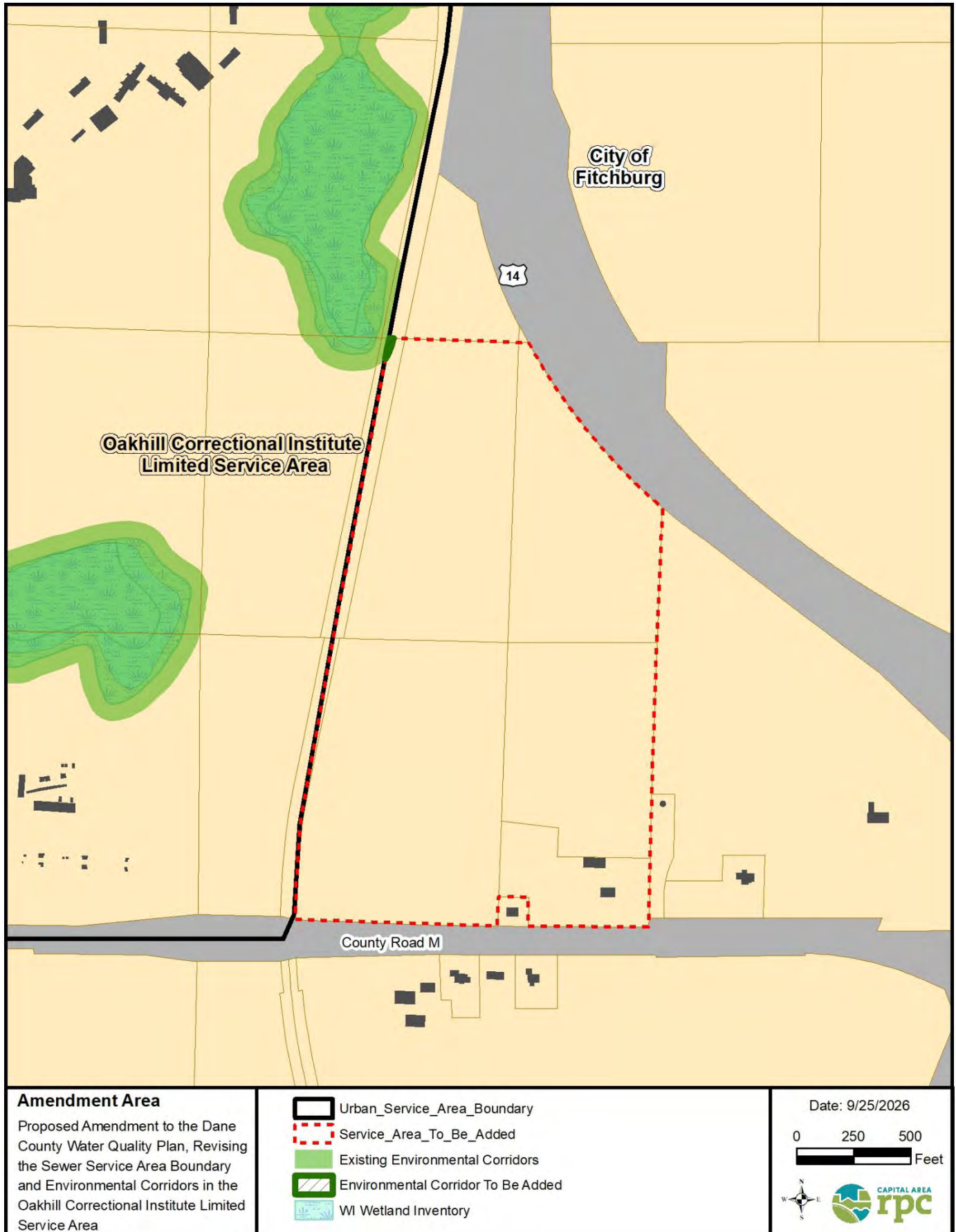
Staff Contact:

Nick Bower
Water Quality Program Director and Senior Environmental Engineer
NickB@CapitalAreaRPC.org
(608) 474-6019

Next Steps:

Staff will prepare a water quality staff analysis report and a water quality management letter will be considered during this Commission meeting. The CARPC staff report and management letter will then be sent to the Wisconsin DNR for an administrative decision.

Map 1 – Proposed Amendment Area



DRAFT MINUTES
of the
Capital Area Regional Planning Commission

**Oregon Village Hall, 101 Alpine Pkwy, Oregon
and Zoom Webinar**

September 10, 2026

6:00 pm

Commissioners Present: Maureen Crombie, Cynthia Richson, Noah Lieberman, David Pfeiffer, Topf Wells, Heidi Murphy, Peter McKeever, Bill Tishler, Audra Dalsoren, Jim Schuler

Commissioners Absent: Joann Pritchett, Alison Volk, Steve Greb

Staff Present: Jason Valerius, Matt Kozlowski, Nick Bower, Liz Levy

Others Present: Elise Cruz, Lauren Striegl, Brian Munson, Sonja Kruesel, Dan Day, Matt Brink, Michael Miller, Diane Packett, Laurie Fitzgerald, Kevin Kox, Tim LeBrun, Sue LeBrun, Bob Dusek, Kate Gladding, Arlen, Carl

1. Establish Quorum

The meeting was called to order by Chair Pfeiffer at 6:02 pm. A quorum was established.

2. Public Comment on Matters not on the agenda.

None

3. **PUBLIC HEARINGS (6:05 pm)**

a. **Public Hearing on a Proposed Amendment of the *Dane County Water Quality Plan* by Revising the Sewer Service Area Boundary and Environmental Corridors in the Oregon Urban Service Area (#2603 Village of Oregon – “Featherwood Trails”)**

Sonja Kruesel provided an overview of the application and proposed amendment.

Chair Pfeiffer opened the public hearing at 6:23 pm.

Diane Packett stated that she is a wildlife biologist by training. She testified expressing concerns about potential infiltration of lawn chemicals at nearby and unique Swan Pond and Lake Barney where many wild and endangered birds, such as the Great Egret, are present as well as 297 other bird species viewed by bird watchers. Contaminants from conventional residential lawn care, especially on the lots closest to the wetland buffer present risks to the nearby waterways. This is an opportunity to increase water quality. Diane added the desire to see more cooperation and more space for a buffer between the development and the nearby wetlands.

Laurie Fitzgerald is a Town of Oregon Town Board Supervisor and she testified with concerns from residents of the Town of Oregon who have been contacting the Town over the past few months. Laurie added a desire to see more collaboration between the Town and Village to study and plan for issues with new development.

Kevin Kox said he worked as a contractor and subcontractor and gave testimony in support of the general design of the proposed development, but expressed opposition to the location of the proposed development due to its environmental impact, including the amount of buffer space for the wetlands. . He recommended a 300 ft wetland buffer to help protect Lake Barney and Swan Pond. One of the concerns expressed is the construction of a sewer lift station due to the risks of backup or failure.

Tim LeBrun is a Town of Oregon Town Board Supervisor and testified expressing concern with the timeline surrounding this development and the resulting lack of consideration available to the Town and residents of the Town of Oregon. The Town and Village are in the process of establishing a boundary agreement and this development could be a part of this process. The Town isn't looking to

block or prevent this development; just slow the process down for proper consideration, especially of downstream impacts.

Lee-Jay Striffler testified with concern over the lack of a larger comprehensive review of the impacts of this development. He also added that there have been promises of various studies and reviews that haven't yet been considered or provided to the public.

Sue LeBrun is a transportation engineer and serves on the Town of Oregon Traffic and Safety Committee. She gave testimony expressing concern that the development area is near wetlands and Lake Barney, and is a sensitive area of water recharge. Sue also added that the proposed development creates an island of development that is surrounded by rural areas and wetlands. Sue also asked that CARPC use any available influence with Dane County to seek a study of traffic impacts in the area.

Bob Dusek gave testimony expressing concerns about the impacts on the wetlands and recreation uses of the nearby area. Bob also added that the environmental corridors include native plantings, but the developer hasn't addressed the ongoing maintenance issues surrounding the plantings within the corridors. Bob added a concern about stormwater management and potential issues surrounding flooding and the resulting increase in the local water table and the impact on Town wells.

The Commission received written comments from the following individuals/entities expressing concerns with the proposed development: Todd Kluever, Bob Dusek, Tom Mathies, and the Town of Oregon. The Commission also received written comments addressing concerns with the proposed development from the Village of Oregon. All written comments are entered into the public record to be shared with the Commission in the October 2026 meeting packet.

Chair Pfeiffer closed the public hearing at 6:49 pm

Commissioner Wells asked for more details about the proposed development as it relates to neighboring properties. Elise Cruz answered with details about the proximity to Lake Barney and Swan Pond.

Commissioner McKeever described similar developments where a larger buffer and restrictions on herbicides and lawn care products were established to protect nearby water resources, and he stated a preference to see the same here. Commissioner McKeever requested that staff provided details about the depth and directionality of any groundwater resources in the area surrounding the proposed development. Commissioner McKeever also added that it may not be within the purview of the Commission, but housing developments need to include additional opportunities for construction of more starter homes for first-time homebuyers.

Commissioner Schuler stated that more details may need to be examined for how the proposed development would impact Lake Barney as it may be the case that this development could improve conditions for Lake Barney.

Commissioner Richson stated a number of concerns with the proposed development, including conflicting details between previous resolutions resulting from the public process and the area in the application for CARPC, lacking resolutions for nonpoint source pollution, and potential increases in chlorides. She also added that she agrees with Commissioner McKeever's preference for a 300 ft buffer at the north end of the proposed development.

Vice Chair Murphy asked staff to provide an overview of the required timeline in conducting these reviews. Nick Bower provided details for the timeline surrounding this development, including the 90-day period from the date of submission to the date a decision must be made by DNR.

Chair Pfeiffer asked staff to provide more information about some of the design elements for sewer system management, including any sewer lift stations, sewer capacity, and the stormwater design for the development. Nick Bower answered with more details about the DNR requirements and noted that some elements are not reviewed until a Sewer Extension Review is conducted later in the process.

Commissioner Wells expressed a desire to see the surrounding water resources in this proposal protected. He asked staff to review the boundaries of Lake Barney and Swan Pond in periods of high water to evaluate how that impacts the proposed buffer area.

Commissioner Schuler asked staff to clarify how we determine an appropriate buffer size from a water resource, and how stormwater management systems are designed where there are known flooding concerns. Nick Bower answered that the standard wetland setback is 75 feet and recommendations for larger buffers should be based on information about the particular features of that water resource that warrant a larger setback. Regarding stormwater management Nick noted that the development will need to meet county ordinance requirements to meet rate control requirements for back-to-back 100-year storms. Dan Day of Veridian Homes described the proposed stormwater management system, including larger than usual ponds to meet the required rate control ordinances and also the use of native plantings in the dry basins.

Commissioner Richson asked for more details about the native plantings within the proposed development area. Dan Day answered that the native plantings require additional maintenance for years after the development is completed and that the Village would eventually assume responsibility for the maintenance.

Commissioner McKeever noted that the Village of Oregon as the applicant could request an extension in the timeline here to allow more review of the public process. He also added that the 75-ft boundary was largely an arbitrary minimum when it was established and wasn't based on any science. Commissioner McKeever added that there's a key difference between what is required under the law and what is 'right' in each situation. He advised the UW-Madison Professor, Joy Zedler, has studied the environmental benefits of a 300 ft wetland buffer, which he supports here. He also advised of another precedent from the Harlan Hills development in Fitchburg and herbicide impacts on the Arboretum where restrictive easements were put in place to address the concern.

b. Public Hearing – Adoption of the 2027 Capital Area Regional Planning Commission Budget

Jason Valerius provided an overview of the proposed budget.

Chair Pfeiffer opened the public hearing at 7:39 pm.

No public comments made.

Chair Pfeiffer closed the public hearing at 7:39 pm.

Commissioner McKeever asked staff to provide some sense of how concerned the Commission should be surrounding the amount of unspecified revenues within the current budget. Jason Valerius answered that it is something that requires continuing evaluation and effort, but that staff continues to identify opportunities for potential revenue and more information will be available as we get closer to 2027.

Commissioner Wells noted that there's an ongoing need to continue building the relationship between the Commission and the Budget and Personnel Panel ("BPP"). Jason Valerius replied that the relationship continues to strengthen due to the increase in the frequency and duration of meetings, discussions about the roles of the two bodies, and more engagement on specific issues about CARPC's operations.

Jason Valerius described a suggested edit to the resolution describing the Commission's commitment to consider any action by the BPP on the final budget when considering budget amendment in December. Commissioner Richson noted the CARPC bylaws language about the role of the BPP in the budget process and described her preference for a clause indicating that the Commission's adoption of the budget is "subject to BPP approval". She indicated that she did not favor the additional language suggested by staff.

4. Consent Agenda (*all items below are actionable items*) (7:55 pm)

- a. **Minutes of the August 13, 2026 CARPC Meeting**
- b. **Executive Committee Recommendations**
 - (1) **None**

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

The motion carried unanimously.

5. Acknowledgement of Receipt – June 2026 Financial Management Report (actionable item) (7:56 pm)

Motion: Commissioner McKeever moved to acknowledge receipt of the June 2026 Financial Management Report. Vice Chair Murphy seconded.

The motion carried unanimously.

6. Acknowledgement of Receipt – July 2026 Financial Management Report (actionable item) (7:56 pm)

Motion: Commissioner McKeever moved to acknowledge receipt of the July 2026 Financial Management Report. Vice Chair Murphy seconded.

The motion carried unanimously.

7. CARPC Resolution 2026-15, Adopting the CARPC 2027 Budget (actionable item) (7:57 pm)

Motion: Commissioner Wells moved to adopt the original version of CARPC Resolution 2026-15 provided in the agenda packet. Commissioner Richson seconded.

Discussion: Commissioner McKeever asked staff if there's any concern with not including an acknowledgement of the BPP's role in the process in the resolution. Jason Valerius answered that the BPP will meet to discuss the budget either way, has already provided input into CARPC's proposed budget, and will do so again before the planned budget amendment in December.

On the motion to adopt CARPC Resolution 2026-15, the motion carried unanimously.

8. CARPC Resolution 2026-16, Recognizing October 1-8, 2026 as a Week Without Driving in the Greater Madison Region (actionable item) (7:58 pm)

Motion: Commissioner Wells moved to adopt CARPC Resolution 2026-16. Commissioner Crombie seconded.

The motion carried unanimously.

9. Regional Development Framework Key Performance Indicator Update – Staff Presentation and Discussion (7:59 pm)

Liz Levy provided an update and overview of the additions to the Key Performance Indicators ("KPIs") and the dashboard.

Commissioner Shuler asked how the DOT data factors in electric vehicles. Liz Levy answered that the DOT data doesn't consider the electrification of vehicles or type of fuel used when determining the total miles traveled.

Commissioner Lieberman asked if the title of the chart could be adjusted on the Farming Area Loss to better reflect the data contained within the chart.

Commissioner McKeever asked if there are goals established for farmland protection within the Regional Development Framework ("RDF"). Liz Levy answered that there were a number of items in the RDF that

didn't come with numerical goals, but that such goals may be considered in the upcoming update to the RDF.

10. Reports (8:22 pm)

- a. Commission Chair
- b. Executive Director
 - (1) Program and Services Updates
 - (2) Partnership Updates

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

11. Future Agenda Items (next meeting October 8, 2026, location TBD and via Zoom Webinar, 6:00 pm meeting start time)

- a. Resolutions for MadREP/USDA funds (October)
- b. Resolution – Imagine a Day Without Water – October 15, 2026 (October)
- c. 2027 Work Program (October, November)
- d. Visits/Presentations by Allied Organizations – Commissioner suggestions welcome

12. Adjournment

Motion: Commissioner Schuler moved to adjourn. Commissioner Richson seconded.

The motion carried unanimously. The meeting was adjourned at 8:34 pm.



AGREEMENT BETWEEN VILLAGE OF OREGON, TOWN OF OREGON AND THE CAPITAL AREA REGIONAL PLANNING COMMISSION FOR BOUNDARY PLANNING ASSISTANCE SERVICES

Parties: This agreement (“Agreement”) is by and between the VILLAGE OF OREGON, 101 Alpine Parkway, Oregon, WI 53575, hereafter “VILLAGE”, the TOWN OF OREGON, 1138 Union Road, Oregon, WI 53575, hereafter “TOWN” and Capital Area Regional Planning Commission, 100 State St, Ste 400, Madison, WI 53703-2573, hereafter “CARPC” (each, a “Party” and collectively, the “Parties”).

Term: The term of this Agreement is November 1, 2026 (or date of signing) through March 1, 2028. This Agreement shall only be renewed by written agreement between the Parties. Any party may terminate this Agreement by providing thirty (30) days written notice to the other parties. In the event this Agreement is terminated, the VILLAGE and TOWN shall pay CARPC for any compensation earned, but that remains unpaid at the time of termination.

Scope of Services: CARPC will provide discussion support for meetings between the Village and Town, assistance with public meetings, and assistance with maps, illustrations and text for boundary agreement drafting, as described in *Attachment A – Proposal to the Village of Oregon and Town of Oregon for Municipal Boundary Planning Assistance*.

The following are additional services not included in this agreement. CARPC may be able to provide these services but an amendment or addendum to this agreement is required, signed by authorized representatives of each Party.

- Additional Working Group or public meetings
- Additional map or agreement revisions, beyond those described in the Proposal
- Other services not specified in Attachment A

Payment: Total cost for the required elements to be provided by CARPC will not exceed \$30,000. CARPC will invoice the VILLAGE quarterly for staff time on the project at the rate of \$125/hour, plus the actual cost of any direct costs such as mileage or printing. Payment from VILLAGE to CARPC will be due within 30 days of the date of the invoice. VILLAGE will invoice TOWN for 20% of the amount invoiced by CARPC. Payment from TOWN to VILLAGE will be due within 30 days of the date of the invoice.

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

Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, in no event is CARPC liable in contract, tort (including negligence)

or otherwise for any special, incidental, or consequential damages arising out of or relating to the services provided pursuant to this Agreement. To the fullest extent allowed by law, CARPC's liability to CITY or any other persons or entities is limited to the amounts received by CARPC in payment for the services rendered under the terms of this Agreement. Furthermore, nothing contained within this Agreement is intended to be a waiver or estoppel of CARPC or its insurer to rely upon the limitations, defenses, and immunities contained within the Wisconsin Statutes, including, without limitation, Wis. Stat. § 893.80.

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

Indemnification. Each Party shall be responsible for its own acts, errors, omissions, and negligence and those of its officers, officials, employees, agents, representatives, and contractors. To the fullest extent permitted by law, each Party shall indemnify and hold harmless the other Party and its officers, officials, employees, agents, and representatives from claims, damages, liabilities, losses, costs, and expenses, including reasonable attorneys' fees, to the extent caused by the indemnifying Party's negligent acts or omissions, willful misconduct, or breach of this Agreement. Nothing in this Agreement shall require either Party to indemnify the other Party for the other Party's own negligence or misconduct, and nothing in this Agreement waives any applicable immunity, defense, limitation of liability, or damages cap, including those available under Wis. Stat. § 893.80.

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

Insurance. CARPC shall carry and maintain at its sole cost and expense for the term of this Agreement, insurance policies with the following coverage and minimum limits:

- (a) Worker's Compensation and employer's liability insurance, only to the extent required by applicable federal, state, or local law.
- (b) Professional liability insurance coverage of at least \$1 million.

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

Dispute Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each

other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation. Any action arising out of a dispute between the parties shall be brought in the state courts of Wisconsin located in Dane County. Each party submits to the jurisdiction and venue of these courts for purposes of such action, and each accepts service of process by first class mail, certified or registered.

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

Notices. Any and all notices required to be given under this Agreement shall be given in writing and shall be deemed to have been validly given if delivered by hand, certified or registered mail (return receipt requested), or by Federal Express or another nationally recognized carrier services. Notices shall be sent to the following addresses:

If to Village:

Village Clerk
101 Alpine Parkway
Oregon, WI 53575

If to Town:

Town Clerk
1138 Union Road, Oregon
Oregon, WI 53575

If to CARPC:

Executive Director
100 State St, Ste 400
Madison, WI 53703

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

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

TOWN OF OREGON

VILLAGE OF OREGON

By: _____

By: _____

Name: _____

Name: _____

Title: _____

Title: _____

Town of Oregon

Village of Oregon

By: _____

Date: _____

CAPITAL AREA REGIONAL PLANNING COMMISSION

By: _____

Jason Valerius

Executive Director

Capital Area Regional Planning Commission

Date: _____



September 25, 2026

Proposal to the Village of Oregon and Town of Oregon for Growth Area and Boundary Planning Assistance

OVERVIEW

The Village of Oregon is growing, from a 2020 population of about 12,000 to a projected 2050 population of about 17,500. While some of this population growth will continue to be accommodated within existing developed areas through infill and redevelopment, the Village is also growing outward.

The Village's primary growth opportunities are to the south and west, into lands currently in the Town of Oregon. The Village is bordered on the north by the City of Fitchburg and on the east (in the Town of Dunn) by lands generally too wet to be suitable for development. Annexation, development, and road maintenance have been topics of interest between the Village and the Town of Oregon. Both parties have requested assistance with the development of a Cooperative Boundary Plan that could help limit conflict and make more predictable future annexation, development and infrastructure decisions.

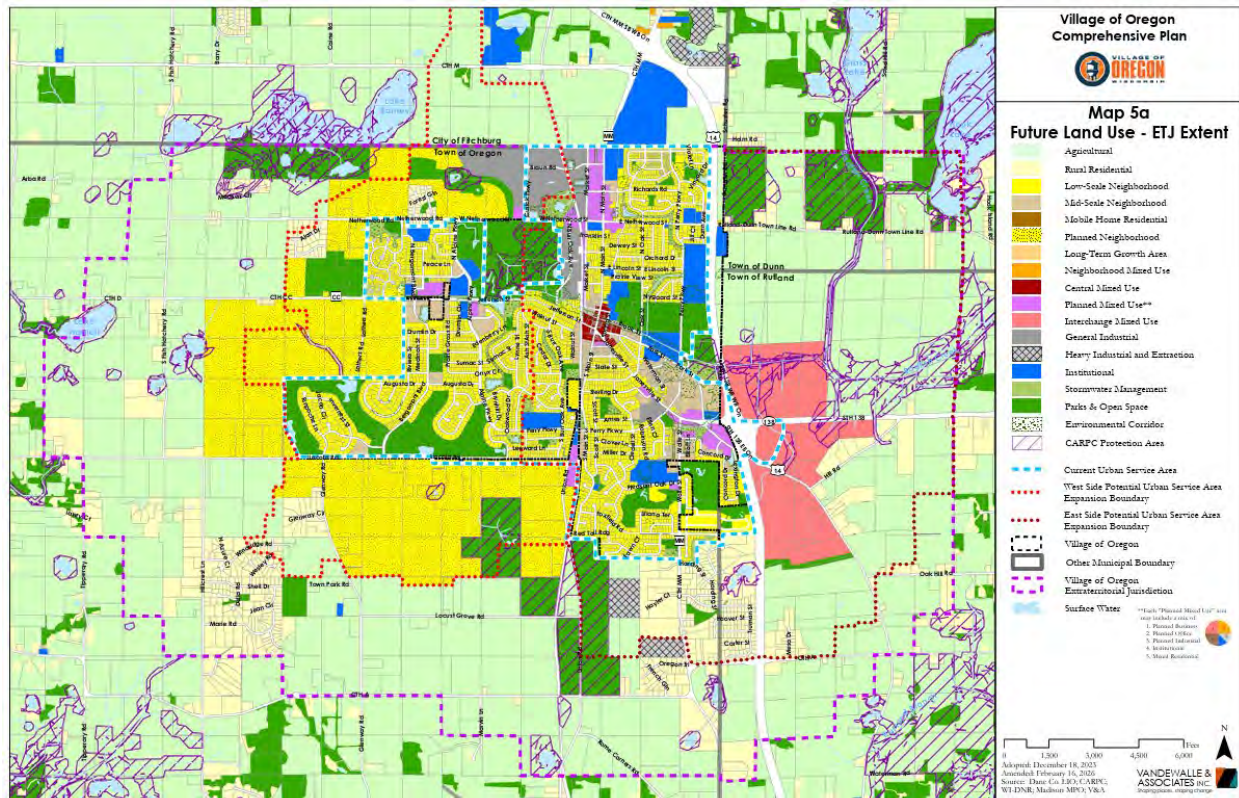
PROPOSAL

Staff

The scope described here will be completed primarily by several CARCP staff, including Jason Valerius, AICP, Sean Higgins, AICP, and Matt Krempely, AICP, in collaboration with Village and Town staff. Jason has been Executive Director of CARPC since January 2024 and was a planning consultant with MSA Professional Services for 19 years prior to that. He is experienced in land development and intergovernmental agreement negotiations. Sean is a Senior Planner who has been with CARPC since 2013 and has worked with most of Dane County's local governments, including recent efforts with the City of Sun Prairie-Town of Sun Prairie Cooperative Boundary Plan and the Town of Rutland Comprehensive Plan. Matt is a certified planner who specializes in data management and mapping, including zoning map management for several Dane County towns.

Scope

The planning area is approximately the Village's 1.5-mile extraterritorial plat review jurisdiction (see the purple boundary on the map below), though this may be modified in response to the long-term planning interests of the two parties. The planning area is not a “growth area,” per se, but rather the area for which mutually-agreeable policies will be developed on a variety of topics.



Planning Topics

Issues of interest identified by one or both of the parties in a staff-level scoping discussion included:

- Annexation and development of undeveloped land
- Existing developed lands in the Town, including lands that could become “town islands”
- Current and future Town Hall locations
- Shared roads maintenance
- Traffic and development around the Fish Hatchery/CTH D intersection
- Utility planning
- Communication expectations related to development proposals and other topics addressed in the plan

The above list is not comprehensive; other topics may arise and be considered for inclusion in the cooperative plan.

Task 1 – Meetings

We suggest a series of Working Group meetings with representatives of the Village and the Town. Representation could include 2-4 people from each jurisdiction, including at least one elected official from each.

Suggested meetings:

- **Working Group Meeting 1** (2 hours) – review of adopted plans and planning interests for each jurisdiction; discussion about interests to be addressed in a Cooperative Boundary Plan, including shared values and interests and topics that lack initial agreement; review of a working map to consider the area that would be subject to the plan; preliminary discussion about policy categories to be mapped in the cooperative Boundary Plan; and review of the meeting formats and schedule for the remainder of the process.
 - o CARPC will provide: agenda, working map, initial draft plan outline, process schedule, meeting summary
- **Working Group Meeting 2** (2 hours) – Recap of Meeting 1, consideration of preliminary boundary plan map categories, first-time application of those categories to the working map.
 - o CARPC will provide: agenda, working map, meeting summary
- **Working Group Meeting 3** (2 hours) – Recap of Meeting 2, consideration of draft boundary plan map, preparation for the Open House and Joint Board Meeting.
 - o CARPC will provide: agenda, draft plan map, draft map categories, meeting summary
- **Open House and Joint Board Meeting** (3 hours) – A 2-hour open house with opportunity for stakeholders to review preliminary policy ideas and working maps and offer comments on both, then a joint meeting of the village Board and Town Board to discuss the same content, raise questions, and offer feedback to the Working Group.
 - o CARPC will provide: poster draft plan map, poster draft map categories, poster of other policy ideas, agenda content to be posted by the Village and Town, meeting summary
- **Working Group Meeting 4** (2 hours) – Recap of the Open House and Joint Board Meeting; consideration of revisions to the draft plan map; review of draft plan document, section by section.
 - o CARPC will provide: agenda, draft plan map, draft plan document, meeting summary
- **Working Group Meeting 5** (2 hours) – Recap of Meeting 4; consideration of revisions to the draft plan map; review of draft plan document, section by section; preparation for Plan Review Listening Sessions.
 - o CARPC will provide: agenda, draft plan map, draft plan document, meeting summary

- **Plan Review Listening Sessions** (90 minutes, one hosted by the Town, one by the Village) – CARPC+Village+Town presentation summarizing the draft plan, then public feedback (format TBD)
 - o CARPC will provide: draft plan map, draft plan document, presentation, meeting summary
- **Working Group Meeting 6** (2 hours) – Recap of Plan Review Listening Sessions; consideration of revisions to the draft plan and/or map; preparation for the Joint Public Hearing.
 - o CARPC will provide: draft plan map, draft plan document, meeting summary
- **Joint Public Hearing (2 hours)** – (2 hours) - CARPC+Village+Town presentation summarizing the draft plan, then public hearing
 - o CARPC will provide: draft plan map, draft plan document, presentation
- **Village Board and Town Board consideration of the proposed Cooperative Boundary Plan** (separate meetings)

Meeting coordination notes:

- CARPC staff will coordinate meeting times and locations with Village and Town staff.
- Village and Town staff will post agendas if/when necessary to comply with open meetings law requirements, and will conduct outreach as desired to invite resident participation

Task 2 – Mapping and Boundary Plan Drafting

This task would occur in coordination with the meetings of Task 1.

Deliverables:

- Boundary Plan base mapping, including land use, environmental corridors, and soils
- Boundary Plan policy map showing preferred boundaries and planned categories of development and/or protection from development
- Boundary Plan text, first as an outline, then with specific text; revised once before each meeting.

Suggested Schedule

- Working Group Meeting 1 – November 2026
- Working Group Meeting 2 – January 2027
- Working Group Meeting 3 – February 2027
- Open House and Joint Board Meeting – March 2027
- Working Group Meeting 4 – April 2027
- Working Group Meeting 5 – May 2027
- Plan Review Listening Sessions – June 2027

- Working Group Meeting 6 – July 2027
- Joint Public Hearing – September 2027
- Village and Town vote on plan adoption – October/November 2027

Cost

Most of the cost for CARPC assistance is our time, plus any mileage or printing costs. We propose the use of a blended, reduced rate of \$125/hour, discounted for intergovernmental cooperation support. The total project cost estimate is 240 hours and \$30,000, including the following tasks:

Task 1 – Meetings:

- Estimated CARPC time commitment: Up to 150 hours (~20/working meeting and ~30 per public meeting)
- Estimated cost: \$18,750

Task 2 – Mapping and Boundary Plan Drafting:

- Estimated CARPC time commitment: Up to 90 hours
- Estimated cost: \$11,250

Invoices will be issued to and paid by the Village of Oregon, billed quarterly on a “time and materials, not to exceed” basis. The Village will in turn invoice the Town for 20% of the total cost (\$6,000).

Capital Area Regional Planning Commission



Jason Valerius
Executive Director

**AGREEMENT BETWEEN
CITY OF MADISON ON BEHALF OF THE GREATER MADISON MPO
AND THE
CAPITAL AREA REGIONAL PLANNING COMMISSION
FOR 2027 TRANSPORTATION PLANNING SERVICES**

Parties: This agreement is by and between the City of Madison, hereafter “City,” and Capital Area Regional Planning Commission, hereafter “CARPC.”

Term: The term of this agreement is January 1, 2027 through December 31, 2027.

Scope of Services by City/MPO: The city will provide transportation planning services to CARPC. These services will be provided by city staff to the Greater Madison MPO (Metropolitan Planning Organization) housed within the city’s Planning Division. These planning services will consist of:

(1) conducting analyses of the impact of proposed Sewer Service Area amendments in the county on the multi-modal transportation system, including an assessment of the capacity to handle the traffic to be generated, ability to serve the development with public transit, accommodations for pedestrians and bicyclists, other design issues, and overall consistency with the goals, policies, and recommendations in the MPO’s Regional Transportation Plan (RTP), *Connect Greater Madison 2050*;

(2) provide assistance in preparing the transportation element of comprehensive plan updates for communities or providing other transportation related local planning assistance;

(3) provide assistance in preparing regional plan (RTP and Regional Development Framework) consistency reviews of comprehensive plans;

(4) work with CARPC staff to integrate regional land use and transportation planning generally and coordinate performance measure tracking and outreach efforts; and

(5) engage in any other joint planning initiatives.

Payment: The City of Madison will bill CARPC on a quarterly basis for the 80% federal funding share of providing the transportation planning services. The city will cover the required 20% local match to the federal funding. The city will provide a progress report on services provided, which will be submitted with the quarterly invoice. The total cost of MPO transportation planning services will not exceed \$4,648 (including the local 10% match) for calendar year 2027.

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

Liability: CARPC shall be responsible for injuries, claims and losses arising from or caused by the acts or omissions of its officers, employees, agencies, boards, commissions and representatives. The city shall be responsible for injuries, claims and losses arising from or caused by the acts or omissions of its officers, employees, agencies, boards, commissions and representatives. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

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

**CAPITAL AREA REGIONAL
PLANNING COMMISSION**

By: _____
Jason Valerius
Agency Executive Director

Date: _____

CITY OF MADISON

By: _____
Satya Rhodes-Conway
Mayor

Date: _____

By: _____
Lydia McComas
City Clerk

Date: _____

Countersigned:

By: _____
David Schmiedicke
City Finance Director

Date: _____

Approved as to Form:

By: _____
Michael Haas
City Attorney

Date: _____



John C. Bock Foundation

Quarles & Brady LLP
Martin Childs IV
155 North Wacker Drive
Suite 3200
Chicago, IL 60606
(312) 715-5000

Email: martin.childs@quarles.com

September 18, 2026

VIA EMAIL

Matt Noone
Capital Area Regional Planning Commission
100 State St, Suite 400
Madison, WI 53703-2573
mattn@capitalarearpc.org

Dear Matt Noone,

I am writing to inform you that the Trustees of the John C. Bock Foundation (the “Foundation”), have approved a grant in the amount of \$8,000 (the “Grant”) to Capital Area Regional Planning Commission (the “Grantee”). This Grant is intended to provide continued support for the Conservation Program Finder project. The Grant funds, and income earned thereon (collectively, the “Grant Funds”), are to be used in accordance with the proposal dated 5/31/2026 (the “Approved Proposal”).

Payment of the Grant will be made after receipt by the Foundation of a copy of this letter (this “Agreement”) countersigned by an authorized officer of the Grantee. To facilitate your receipt of the Grant, please indicate on the countersigned copy of this Agreement the name of the person in your organization to whom the check should be sent.

The Grant is subject to the following terms and conditions:

1. Use of Grant Funds. The Foundation encourages, whenever feasible, the deposit of Grant Funds in an interest-bearing account. The Grant Funds may be expended only for charitable, religious, scientific, literary, or educational purposes within the meaning of Section 501(c)(3) of the Internal Revenue Code of 1986, as amended, and the Treasury Regulations thereunder (collectively, the “Code”). This Grant is made only for such purposes. The Grant Funds shall be used for support for the work detailed previously, and it is understood that the Grant Funds will be used for such purpose in accordance with the Approved Proposal. It also is understood that no substantial variances will be made from the Approved Proposal without the Foundation’s prior approval in writing.

2. Return of Unused Funds. Any Grant Funds not expended or committed for the purposes of the Grant by September 30, 2027, shall be returned to the Foundation.

3. Required Reports. A written report, signed by an appropriate officer of the Grantee (the “Report”), must be furnished to the Foundation no later than **March 31, 2027**. The Report must include (1) a short narrative of the activities financed by the grant, including a description of the progress made by the Grantee toward achieving the purposes of the Grant, and (2) a financial statement showing all Grant Funds received and expended as well as the purposes of such expenditures. The Report does not guarantee that future grants will be awarded, however, as the Foundation reviews grant proposals independently each year. Failure to submit the Report required hereunder may result in (a) termination of the Grant, and (b) loss of any future funding by the Foundation to the Grantee.

4. Evaluation and Monitoring. The Foundation may monitor and conduct an evaluation of operations under the Grant, which may include a visit from Foundation Trustees or other personnel to observe the Grantee’s use of the Grant Funds, discuss such use with Grantee personnel, and review financial and other records and materials relating to the activities financed by the Grant.

5. Publicity. The Foundation may include basic information about the Grant in its public reports and may also refer to the Grant in a press release. If there are special considerations concerning the public announcement of the Grant, or if you would like to coordinate a public announcement of the Grant with the Foundation’s announcement, we encourage you to contact Martin Childs IV to discuss your concerns.

6. Tax Status. By countersigning this Agreement, the Grantee confirms that (a) it has been determined by the Internal Revenue Service (the “IRS”) to be an organization described in Section 501(c)(3) of the Code, (b) it has been determined by the IRS to be a public charity described in Section 509(a)(1) or 509(a)(2) of the Code, and (c) these determinations have not been revoked or modified and continue in full force and effect. If either of these determinations is revoked or modified, the Grantee shall notify the Foundation immediately. No payment shall be required to be made at any time after the Grantee ceases to be an organization that is described in Section 501(c)(3) of the Code and is further classified as a public charity described in Section 509(a)(1) or 509(a)(2) of the Code.

7. Compliance with U.S. Law. By countersigning this Agreement, the Grantee agrees that it will comply with all applicable U.S. laws.

8. Termination. Failure to comply with any term of this Agreement, including, but not limited to, the reporting requirements set forth herein, may result in termination of the Grant and require the return of all Grant Funds to the Foundation, each within the sole discretion of the Foundation. The Foundation reserves the right to terminate this Agreement if, in its sole discretion, the Foundation determines that the Grantee has made any misrepresentations, has in any way misappropriated Grant Funds, or has failed to comply with the terms and conditions of this

Agreement. The Foundation shall be entitled to a return of any misappropriated Grant Funds up to and including the full amount of the Grant.

9. Entire Agreement and Amendment. This Agreement sets forth all terms of the Grant and replaces all prior understandings and agreements, oral or written, with respect to the Grant. Any modification or amendment of this Agreement must be in writing and signed by each of the Grantee and the Foundation.

10. Headings. The headings in this Agreement are inserted for convenience of reference only and shall not be considered part of, or affect the interpretation of, this Agreement.

11. Governing Law and Venue. This Agreement shall be construed in accordance with the internal laws, and not the laws of conflicts, of the State of Wisconsin, and any claims or causes of action shall be adjudicated exclusively in the courts of the State of Wisconsin.

If this Agreement correctly sets forth your understanding of the terms of the Grant, please indicate your agreement to such terms by having this Agreement countersigned by an authorized officer of your organization and returned to the Foundation to the attention of Martin Childs IV.

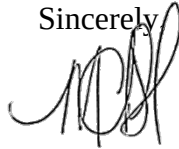
The countersigned Agreement and future summaries should be submitted to:

Quarles & Brady LLP
Attn: John C. Bock Foundation
c/o Martin Childs, IV
155 North Wacker Drive, Suite 3200
Chicago, IL 60606
martin.childs@quarles.com

This Agreement may be executed and delivered in one or more counterparts, each of which when so executed and delivered shall be deemed to be an original and all of which, when taken together, shall constitute one and the same agreement. To the extent signed and delivered by means of a facsimile machine or other means of electronic transmission, this Agreement shall be treated in all manner and respects and for all purposes as an original and shall have the same binding legal effect as if it were the original signed version thereof delivered in person.

Thank you for your submission. We wish you success.

Sincerely



Martin Childs IV,
on behalf of the Trustees of the
JOHN C. BOCK FOUNDATION

ACCEPTED AND AGREED:

Grantee: _____

Signature: _____

Name: _____

Title: _____

Date: _____

Payment check should be mailed to the attention of:

Name: _____

Title: _____

Address: _____

JOHN C. BOCK FOUNDATION 2026 Grant Application

Grant Application Instructions:

This application form does not save automatically as you complete it. Please keep this page/window/tab open until you have provided all information and submitted the application. If you are not prepared to provide all the information requested below, return when you are ready to complete all fields and then click SUBMIT at the bottom of this form.

The due date to submit your grant application is May 31, 2026. Your application will be reviewed after submission and your organization will be informed of the John C. Bock Foundation Board of Trustee's final decision regarding your grant request before August 31, 2026.

If you have any questions, please contact Thomas Polk: thomas.polk@quarles.com.

1. Organization Name: Capital Area Regional Planning Commission

2. Contact Name: Matt Noone

3. Contact's Title: Senior Environmental Resource Planner

Street Address and Suite/Unit: 100 State St, Suite 400, Madison, WI 53703-2573

5. Contact's Phone Number: (608) 474-6017

6. Contact's Email: mattn@capitalarearpc.org

7. Name of Chief Executive of the Organization: Jason Valerius

8. Title of Chief Executive of the Organization: Executive Director

9. Email Address of Chief Executive of the Organization: jasonv@capitalarearpc.org

10. Project Title: Conservation Program Finder

11. Amount Requested: \$10,000

12. Project Budget: \$10,000.00

13. Estimated Project Start Date: 11/01/2026

14. Estimated Project End Date: 9/01/2027

15. Summarize the purpose of the Organization's request:

Given the expected population growth in Dane County, forward-thinking approaches are needed today to preserve woodlands and old-growth forests for future generations. The Regional Data Group estimates that by 2050, the population of Dane County will reach 887,000 – about a 58% increase from the 2020 Census population count of 561,504. The development footprint to accommodate the increasing population is projected to urbanize 60 additional square miles of rural lands (based on internal projections using current land use consumption rates), putting existing rural woodlands and old-growth forests at risk (see attachment figures).

We propose creating Conservation Program Finder, a web-based tool that connects rural landowners with conservation programs and land trust partners. Conservation easements are one of the most effective ways to preserve natural resources, protecting land in the long-term or even in perpetuity. Conservation easements typically require management plans, ensuring proper stewardship of protected resources. Other conservation programs fund woodland management, protect streambanks, fund restoration and enhancement activities, or promote regenerative agriculture practices, which help improve soil health and water quality, ultimately benefiting a wide range of natural resources. Privately owned woodlands are particularly vulnerable to development pressures – conservation programs provide a unique opportunity to educate landowners and sustain long-term woodland preservation and management.

CARPC mapping shows that Dane County has about 195 square miles of rural woodlands that are unprotected (i.e. not in an easement, parkland, or environmental corridor), with roughly 60 square miles of these woodlands classified as old-growth forest. These woodlands currently lack protection from development pressures. There are numerous conservation programs available to Dane County residents that can help protect private woodlands, with a wide range of eligibility requirements, rules, and benefits to participating landowners. It can be very challenging for landowners to navigate this complex web of opportunities, especially as there is no central location to browse all conservation programs and opportunities and provide connections to land trusts and easement programs.

The Conservation Program Finder tool will significantly reduce these barriers, empowering rural landowners to easily find conservation program opportunities. Many programs limit eligibility by region, municipality, or watershed – Conservation Program Finder will combine the boundaries of each program into a GIS database, so that a full list of opportunities can be determined with a simple address search. It will also include a short survey to further match programs based on non-spatial eligibility requirements and landowner goals. The tool will provide users with: a list of conservation programs they are likely eligible for; the

program coordinator contact and webpage, a summary of each program, including the next steps to apply; and contact information for land trust partners (like Groundswell Conservancy, Driftless Conservancy, Prairie Enthusiasts, Southern Wisconsin Bird Alliance, Ice Age Trail Alliance) who can provide further assistance.

While landowners will be the primary audience for Conservation Program Finder, it will also be a valuable tool for organizations that facilitate conservation programs. Dane County land trusts and municipal conservation programs would be able to use the tool for targeted outreach, identifying valuable woodlands on private lands and educating the owners about conservation opportunities. To support a wider range of users, Conservation Program Finder will also have a browsable web map which can be filtered by a specific program.

Land easement and conservation programs are an essential strategy to sustainably protect woodlands and old-growth forests. The development footprint of Dane County is expected to expand significantly over the next 25 years, threatening these irreplaceable natural resources. There is currently no tool in Wisconsin that allows landowners to easily browse and discover conservation opportunities. Conservation Program Finder will address this service gap, supporting the preservation, maintenance, and enhancement of woodlands throughout Dane County. The tool will also serve as an educational resource for land trusts, municipal planners, and landowners, helping them understand what conservation options exist on parcels they are considering for development — supporting site planning that maintains mature trees and healthy ecosystems, consistent with the Foundation’s mission.

16. Estimated timeframe in which the Funds will be used:

Grant funds will be deployed beginning November 2026. The project is estimated to require approximately six months to complete, with Conservation Program Finder launching publicly by May 2027. The \$10,000 budget will be allocated primarily to staff time for GIS database development (~30%), web application programming (~15%), partner coordination and data gathering (~35%), and ongoing public outreach (~20%).

Activity Timelines:

Database development: November 2026 – January 2027

Partner coordination and data gathering: November 2026 – March 2027

Web application development: March 2027 – May 2027

Public outreach: May 2027 – ongoing

Conservation Program Finder tool launch: May 2027

17. Describe the Organization's other sources of funding for the proposed project:

The Conservation Program Finder tool will require regular updates to ensure that the conservation program information stays up to date. CARPC will use staff time to maintain the tool beyond the grant period on a twice-yearly review schedule, and on an as-needed basis when conservation programs are added or removed. Additionally, CARPC will partner with local land trusts such as the Driftless Conservancy, Groundswell, Gathering Waters, and the Nature Conservancy to refine future versions of Conservation Program Finder, ensuring the tool remains a valuable public resource. CARPC will also maintain modifications to the tool and provide ongoing support and outreach as needed.

18. Explain how the Organization will measure the effectiveness of its activities for the proposed project:

The effectiveness of this project will be measured using concrete, trackable indicators. Web traffic analytics will be monitored on the Conservation Program Finder website, with a target of 500 unique users within the first 12 months of launch. CARPC will promote the completed tool in our newsletter and an accompanying press release. We will also work with partner organizations, including local land trusts, municipalities, and Dane County, to conduct an outreach campaign that expands public awareness of the tool. The tool will be built so that it can be embedded in any of our partners' websites.

19. Describe the Organization's criteria for assessing the success of the proposed project:

The project will be considered successful when it achieves measurable adoption and contributes to conservation outcomes. Specific success criteria include: (1) 500 or more unique users within the first 12 months of launch; (2) the tool is embedded in or actively promoted by at least three land trust partner websites; and (3) collection of 3 testimonials reporting how specific landowners were assisted by Conservation Program Finder as part of achieving their conservation goals. CARPC will solicit structured annual feedback from partner land trusts to track these outcomes, identify barriers users encounter, and guide future improvements to the tool.

20. Describe the results the Organization expects to have achieved by the end of the funding period:

CARPC will create and host Conservation Program Finder, a web application that connects rural landowners with conservation easement and funding opportunities. This will support landowners in protecting, enhancing, and preserving privately owned woodlands. The project will achieve the following results:

- 1- Connect rural landowners with conservation programs that match their eligibility and goals.
- 2- Connect landowners with land trust organizations that could assist with potential land easement transitions.
- 3- Provide land trusts and other organizations coordinating conservation programs with a tool to perform targeted outreach and further assist landowners.
- 4- Connect landowners with CARPC's database of grant opportunities that are focused on environmental and sustainability issues.
- 5- Serve as a model for other counties interested in connecting rural landowners to conservation opportunities. The web application code will be made freely available for other organizations to use and modify.

Below is a subset of Conservation Programs available to Dane County to residents that this tool will enable and streamline landowners to enroll and participate in:

Federal conservation programs:

Yahara River Watershed Plan of Operations: RCPP-NRCS,
Conservation Stewardship Program (CSP): NRCS
Mississippi River Basin Healthy Watershed Initiative (MRBI), NRCS
Improving Oak Ecosystem Health in the Great Lakes (RCPP): NRCS
American Farmland Trust: RCPP-NRCS
Environmental Quality Incentives Program (EQIP), NRCS
Regional Conservation Partnership Program (RCPP), NRCS
Dane County LWRD - Improving Soil Health and Water Quality: RCPP-NRCS

County Conservation Programs:

Continuous Cover Program: Dane County
Wetland Restoration Program: Dane County
Conservation Fund Grant Program: Dane County
Land Purchase and Conservation Easement program: Dane County L&W

State Conservation Programs:

Farm Land Preservation Tax Credits: DATCP
Streambank Protection Program: WI DNR

Forest Legacy Program (FLP): USFS/WI DNR

Wisconsin Forest Landowner Grant Program (WFLGP): WI DNR

Managed Forest Law (MFL): WI DNR

Non-Profit Conservation Programs

Trout Unlimited: Driftless Area Habitat for the Wild and Rare

Improving Working Lands for Monarch Butterflies

21. Does your Organization have a determination letter from the IRS stating that it is described in section 501(c)(3)?

No, a previous inquiry with the Bock Foundation determined CARPC would be eligible to apply for the grant opportunity.

CARPC is a regional planning commission established by Executive Order of the Governor of Wisconsin under Wis. Stat. § 66.0309, and operates as a unit of Wisconsin state and local government. As a governmental entity, CARPC is not required to obtain 501(c)(3) status and is recognized as a tax-exempt public body under federal law. Contributions to and grants received by governmental units are deductible under IRC § 170(c)(1).

21a. If YES, please indicate the public charity/foundation status reflected in your Organization's determination letter by checking the appropriate box below: *

22. Describe the Organization's history, overall goals, and objectives:

The Regional Planning Commission was created on May 2, 2007, by Executive Order of Wisconsin Governor James Doyle, pursuant to Wisconsin's regional planning statute (§ 66.0309). The Executive Order identified the need for regional planning in the greater Madison region:

"Local units of government need to work together to meet challenges that transcend municipal boundaries and effectively protect the natural resources and beauty of the capital area, as well as promote economic growth and sound land development practices."

The Governor's order was issued in response to adopted resolutions from local units of government in Dane County representing over 87% of the population and equalized property valuation. The resolutions identified the need to "pool scarce resources to create a public agency which can act as a resource for community development efforts of local units of government in the capital area of Wisconsin." Local governments petitioned the Governor to create the Regional Planning Commission as "the agency capable of developing effective areawide water quality plans for Dane County. . . [which] define areas

that should be protected from development . . . and can be developed with measures to protect, restore or minimize degradation of water quality.”

The Capital Area Regional Planning Commission (CARPC) is one of nine commissions in Wisconsin established to coordinate planning and development among area municipalities. Our planning region includes over 560,000 people living in Dane County and its 8 cities, 20 villages, and 32 towns with incorporated areas. The region’s water resources include 69 named lakes and ponds, over 475 miles of streams and rivers, and more than 52,000 acres of wetlands.

23. Describe the Organization’s current programs and activities: *

CARPC works with communities and organizations in three key roles.

- 1- **Climate Resilience Planning** – CARPC has developed individualized Tree Canopy Reports for each municipality in Dane County, mapping existing canopy, old-growth forest patches, and savanna remnants, along with the economic value (ecosystem services) the canopy provides. A model Tree Preservation Ordinance, developed by the Dane County Tree Board, accompanies these reports — giving municipal leaders both an understanding of their environmental resources and a pathway to pursue formal tree protection if their community chooses to do so. Completion of the Conservation Program Finder tool would build on this prior work, providing municipal leaders with additional options available to residents for protecting forest lands. Together, these tools form a comprehensive approach to preserving Dane County's forests and urban tree canopy.
- 2- **Regional Development Planning** - Per Wisconsin statutes, one of CARPC’s core responsibilities is “preparing and adopting a master plan for the physical development of the region.” We implemented the 2050 Regional Development Framework by examining local zoning codes. We work on town comprehensive plans, lake and forest management plans, and boundary agreements, and released several special data and mapping products.
- 3- **Water Quality Planning** - The second major component of our planning responsibilities is administering the Dane County Water Quality Plan. This involves planning and modifying sewer service areas, along with reviewing sewer extension requests and stormwater management plans. We continued our work with communities and stakeholders in the Starkweather Creek watershed to implement a chloride management plan.

24. Describe any formal and informal relationships the Organization has with other organizations:

CARPC has partnerships and collaborations with numerous local organizations:

- Dane County Cities' and Villages' Association
- Dane County Land & Water Resources Department
- Dane County Office of Energy & Climate Change
- Dane County Planning & Development
- Dane County Towns Association
- Dane County Tree Board
- Driftless Area Land Conservancy
- Friends of Starkweather Creek
- Groundswell Conservancy
- Madison Rotary Club
- Operation Fresh Start
- Schools: Schenk, Thoreau, Shabazz, Cambridge, Sun Prairie & Nuestro Mundo
- Sustain Dane
- The Nature Conservancy
- Gathering Waters

25. Summarize the Organization's mission:

CARPC Mission: The Capital Area Regional Planning Commission strengthens the region by engaging communities through planning, collaboration and assistance.

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

26. Provide the name of, and amount contributed by, each of the Organization's 5 largest funders during the Organization's most recently completed fiscal year (i.e. ACME Funding, Inc. \$5,000): *

Dane County - \$1,173,808; WI Department of Natural Resources - \$109,033; WI Department of Military Affairs - \$56,621; City of Madison - \$35,360; Rock County - \$32,570

27. Organizational Budget (last fiscal year): Revenue \$ *

Please use this format - \$5000.00

\$2,067,860

28. Organizational Budget (last fiscal year): Expenses \$ *

Please use this format - \$5000.00

\$1,948,374

29. Organizational Budget (current fiscal year): Revenue \$ *

Please use this format - \$5000.00

\$1,915,832

30. Organizational Budget (current fiscal year): Expenses \$ *

Please use this format - \$5000.00

\$1,911,669

Required and Additional Documents

Required and Additional Documents

ALL of the documents below are required to be submitted with your application:

1. A signed copy of the Organization's most recently filed Form 990, 990-PF, or 990-EZ (or a confirmation that the Organization filed Form 990-N, if applicable)
2. A copy of the Organization's IRS Determination Letter
3. A Letter of Good Standing from the state in which the Organization is incorporated/organized (or a screenshot of the state's webpage confirming that the Organization is in good standing), **dated no more than three (3) months prior to the date on which this Application is submitted.**

As a regional government agency, the letter of good standing from the state is not relevant.

If you would like to provide additional information or documents regarding your project, you can also upload them here.

Please upload all required documents in the field below titled:

File Upload.

File Upload

Drop your files here

Browse

31. Did you submit all of the documents? *

32. Name of Authorized Representative of Organization (this will serve as your electronic signature for certification):

Jason Valerius

I hereby certify that I am authorized to represent the Organization with respect to this Application and that the information set forth in this Application is true and correct to the best of my knowledge.

33. Title of Authorized Representative

Executive Director

Send me a copy of my responses

Submit

Powered by

[Privacy Policy](#)

[Report Abuse](#)



United States Department of the Interior

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

September 25, 2026

Melissa Michaud
Environmental Resources Planner
Capital Area Regional Planning Commission
100 State Street Suite 400
Madison, WI 53703

Dear Melissa Michaud:

Enclosed is our standard joint-funding agreement 27NKJFA026 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, 2027 through December 31, 2028 in the amount of \$368,920 from your agency. U.S. Geological Survey contributions for this agreement are \$154,470 for a combined total of \$523,390. Please sign and return one fully-executed original to Todd Stuntebeck at tdstunte@usgs.gov.

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 M Peterson
Center Director

Enclosure
27NKJFA026 (2)

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

Customer #: 6000008630
Agreement #: 27NKJFA026
Project #: GC26NK00LZD0200
TIN #:

Fixed Cost Agreement YES[X] NO[]

THIS AGREEMENT is entered into as of January 1, 2027, 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) \$154,470 by the party of the first part during the period
January 1, 2027 to December 31, 2028
- (b) \$368,920 by the party of the second part during the period
January 1, 2027 to December 31, 2028
- (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
Water Resource Investigations

Customer #: 6000008630
Agreement #: 27NKJFA026
Project #: GC26NK00LZD0200
TIN #:

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) 367-5090
Fax: (608) 821-3817
Email: tdstunte@usgs.gov

Customer Technical Point of Contact

Name: Melissa Michaud
Environmental Resources Planner
Address: 100 State Street Suite 400
Madison, WI 53703
Telephone: (608) 474-6020
Fax: (n/a)
Email: melissam@capitalarearpc.org

USGS Billing Point of Contact

Name: Lisa Meicher
BUDGET ANALYST
Address: 6006 Schroeder Road
Madison, WI 53711
Telephone: (608) 270-2410
Fax: (608) 270-2415
Email: lmeicher@usgs.gov

Customer Billing Point of Contact

Name: Matthew Kozlowski
Address: 100 State Street Suite 400
Madison, WI 53703
Telephone: (608) 474-6017
Fax: (n/a)
Email: mathewkoz@capitalarearpc.org

U.S. Geological Survey
United States
Department of Interior

Capital Area Regional Planning Commission

Signature

By _____ Date: 9/25/2026
Name: Steven M Peterson
Title: Center Director

Signatures

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

By _____ Date: _____
Name:
Title:

2027-28 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 (via uvGAM) and adherence to WisCALM sampling guidelines							
- ~40 samples/yr. analyzed for total P, dissolved ortho-P, and suspended sediment (WSLH lab, paid directly by DNR)							
- ~15 samples/yr. analyzed for chloride for regression-based load computations (MMSD lab, paid directly by Yahara WINS)							
- Continuous conductance and water temperature data collected for the computation of chloride loads ¹							
Subtotal	14,520				34,680		49,200
2. Pheasant Branch at Parmenter St.							
- Continuous water level and discharge							
- Water quality sampling for daily loads computation (via uvGAM) and adherence to WisCALM sampling guidelines							
- ~40 samples/yr. analyzed for total P, dissolved ortho-P, and suspended sediment (WSLH lab, paid directly by DNR)							

Subtotal	15,450	5,530				31,350	52,330
3. Yahara River at Windsor							
- Continuous water level and discharge							
- Water quality sampling for daily loads computation (via uvGAM) and adherence to WisCALM sampling guidelines							
- ~40 samples/yr. analyzed for total P, dissolved ortho-P, suspended sediment, ammonium-N, nitrate+nitrite-N, and total Kjeldahl-N (WSLH lab, paid directly by DNR)							

Subtotal	16,550	39,530					56,080
4. Yahara River at Hwy113							
- Continuous water level and discharge via index-velocity methods							
- Water quality sampling for daily loads computation (via uvGAM) and adherence to WisCALM sampling guidelines							
- ~40 samples/yr. analyzed for total P, dissolved ortho-P, and suspended sediment (WSLH lab, paid directly by DNR)							

Subtotal	6,400	7,640	----	7,640			21,680

Continued on P. 2

2027-28 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 <i>E. Coli</i> and suspended sediment at WSLH, analysis of phosphorus, nitrogen, and chloride at USGS National Water Quality Lab. All analysis costs paid by USGS.							
Subtotal	8,140	19,430					27,570
6. Lake Level Gages							
- Continuous water levels for Mendota, Monona, Kegonsa, and Waubesa							
Subtotal	12,350	29,490					41,840
7. Streamflow Gages							
- Continuous water level and discharge for: Yahara River at Madison (index-velocity), McFarland (index-velocity), and Stoughton (index-velocity); Black Earth Creek at Black Earth (standard stage-discharge)							
Subtotal	42,810	102,220					145,030
8. Dane County Water-Quality Dashboard / Publishing uvGAM model and archival							
- Dashboard would be similar to the Great Lakes Basin River Water-Quality Trends (and upcoming Milwaukee Met dashboard). uvGAM model and archive necessary before loads can be published via uvGAM							
Subtotal	7,360	4,410		4,410	4,410	4,410	25,000
9. Pheasant Branch N. Fork and S. Fork							
- Continuous water level and discharge							
- Water quality sampling for daily loads computation (via uvGAM) and adherence to WisCALM sampling guidelines							
- ~40 samples/yr./site analyzed for total P, dissolved ortho-P, and suspended sediment (WSLH lab, paid directly by Middleton).							
Subtotal	30,890					73,770	104,660
Grand Totals	154,470	208,250	----- ²	12,050	39,090	109,530	523,390

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.

**Cooperative Agreement Between Capital Area Regional Planning Commission
and the County of Dane for Dane County Cooperative Water Resources Monitoring Program and Black
Earth Creek Watershed Monitoring Activities**

This agreement is by and between the County of Dane, hereinafter the "County," and the Capital Area Regional Planning Commission, hereinafter "CARPC."

LET IT BE RESOLVED that the parties do mutually agree as follows:

1. Purpose. State and local municipalities in Dane County, Wisconsin, have joined together to conduct the systematic monitoring of water resources within Dane County, formally known as the Dane County Cooperative Water Resources Monitoring program. In addition, regional municipalities and other non-governmental entities within the Black Earth Creek Watershed in Dane County, Wisconsin, have joined together to support the monitoring of water resources within Black Earth Creek and Brewery Creek (a tributary to Black Earth Creek), collectively being referred to as the Black Earth Creek Watershed Monitoring program. These programs are conducted by the United States Geological Society, hereinafter "USGS," and funded by the participants and USGS.
2. Term and Renewal. The term of this agreement is January 1, 2027, through December 31, 2027. Upon mutual agreement of the parties, the agreement may be renewed for successive calendar years.
3. Scope of Services. The County's participation in the Dane County Cooperative Water Resources program is to partially fund the stream monitoring and related activities conducted on the Pheasant Branch at Parmenter St, Yahara River at Windsor, Yahara River at Hwy 113, baseflow sampling, lake level gages, streamflow gages, and strategic planning. The County's participation in the Black Earth Creek Watershed Monitoring program is to partially fund the stream monitoring and related activities as part of that program (USGS Station IDs: [05406469](#), [05406457](#), [05406479](#), and [05406500](#)). CARPC will serve as program facilitator. The County will have access to data collected at any of the monitoring stations within the programs, as well as the maps, records, or reports that may come out of the data collection. Notwithstanding, the County acknowledges that scientific information and data developed as a result of the Scope of Work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-sciencepractices>). Collection sites and contributions by the various participants are set forth in Attachment A, which is hereby incorporated by reference.
4. Payment. The County shall contribute an amount equal to \$104,125 in 2027 to the total cost of the Dane County Cooperative Water Resources Monitoring program and contribute a share not to exceed \$[Unknown] in 2027 to the total cost of the Black Earth Creek Watershed program, which shall be paid to CARPC and then dispersed to USGS via a separate agreement between CARPC and USGS. The combined amount of \$104,125 shall be paid to CARPC within thirty (30) days upon the County's receipt of an invoice from CARPC, which shall be issued no later than July 1 of each year.

FOR THE CAPITAL AREA REGIONAL PLANNING COMMISSION

Signature	Date
Jason Valerius	Executive Director
Name	Title

FOR THE COUNTY OF DANE

Signature	Date
Name	Title

**COOPERATIVE AGREEMENT BETWEEN
CAPITAL AREA REGIONAL PLANNING COMMISSION AND
THE CITY OF MADISON FOR
DANE COUNTY COOPERATIVE WATER RESOURCES MONITORING PROGRAM**

CY2027-2028 RENEWAL

This agreement is by and between the City of Madison, hereinafter the "City," and the Capital Area Regional Planning Commission, hereinafter "CARPC."

WHEREAS, the parties have an ongoing relationship to cooperate in the monitoring of the water resources within Dane County and wish to continue this cooperation through 2028.

NOW, THEREFORE, LET IT BE RESOLVED that the parties do mutually agree as follows:

1. Purpose. State and local municipalities in Dane County, Wisconsin, have joined together to conduct the systematic monitoring of water resources within Dane County, formally known as the Dane County Cooperative Water Resources Monitoring Program. This program is conducted by the United States Geological Society, hereinafter "USGS," and funded by the participants, matched by USGS.
2. Term and Renewal. The term of this agreement is January 1, 2027, through December 31, 2028. Upon mutual agreement of the parties, the agreement may be renewed for successive calendar years.
3. Scope of Services. The City's participation in the program is to fund activities conducted on the Spring Harbor storm sewer and strategic planning. The City will have access to data collected at any of the monitoring stations within the program. Notwithstanding, the City acknowledges that scientific information and data developed as a result of the Scope of Work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-sciencepractices>). Collection sites and contributions by the various participants are set forth in Attachment A, which is hereby incorporated by reference.
4. Payment. The City shall contribute an amount equal to \$19,545 in 2027 and \$19,545 in 2028 to the total cost of the water resources program, which shall be paid to CARPC and then dispersed to USGS via a separate agreement between CARPC and USGS. This amount shall be paid to CARPC within thirty (30) days upon the City's receipt of an invoice from CARPC, which shall be issued no later than July 1 of each year.
5. Nondiscrimination. In the performance of the services under this agreement, the parties agree to abide by their own respective affirmative action plans and in doing so agree not to discriminate, in violation of any state or federal law, against any employee or applicant because of race, religion, marital status, age, color, gender, disability, national origin or ancestry, income level or source of income, arrest record or conviction record, less than honorable discharge, physical appearance, sexual orientation, gender identity, political beliefs, or student status. The parties further agree not to discriminate against any subcontractor or person who offers to subcontract on this agreement because of age, race, ethnicity, religion, color, gender, disability, marital status, sexual orientation, national origin, cultural differences, ancestry, physical appearance, arrest record or conviction record, military participation or membership in the national guard, state defense force or any other reserve component of the military forces of the United States, or political beliefs.
6. Liability. Each party shall be responsible for all injuries, claims, or losses, including attorney's fees, arising from or caused by the acts or omissions of its agents or employees. The obligations of the parties under this paragraph shall survive the expiration or termination of this agreement.

IN WITNESS WHEREOF, the parties do hereby affix their hands.

CITY OF MADISON

Satya Rhodes-Conway, Mayor Date

Lydia McComas, City Clerk Date

Michael Haas, City Attorney Date

David Schmiedicke, Finance Director Date

Eric Veum, Risk Manager Date

CAPITAL AREA REGIONAL PLANNING COMMISSION

Jason Valerius, Executive Director Date

CY 2027-2028 RENEWAL

Cooperative Agreement Between Capital Area Regional Planning Commission and the City of Middleton for Dane County Cooperative Water Resources Monitoring Program

The Capital Area Regional Planning Commission (“CARPC”) has specified, through attachments hereto, the scope of the cooperative water resources monitoring program between the CARPC and the City of Middleton (“City”), which is an integral part of the Dane County Cooperative Water Resources Monitoring Program.

This agreement shall include the City’s participation in funding monitoring activities on Pheasant Branch Creek and strategic planning as specified in Attachment A, which is hereby incorporated by reference. The specified monitoring will be undertaken by the U.S. Geological Survey (“USGS”), which will provide matching funds, in cooperation with the Wisconsin Laboratory of Hygiene, which will conduct the phosphorus and nitrogen laboratory analyses. The Capital Area Regional Planning Commission will coordinate the monitoring activity.

This agreement covers the period from January 1, 2027, to December 31, 2028.

The City shall have at its disposal available data from any of the stations in the Dane County Water Resources Monitoring Program. Notwithstanding, the City acknowledges that scientific information and data developed as a result of the Scope of Work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-sciencepractices>).

Under this agreement, the City shall contribute a share of the costs of operation of included stations and activities on Pheasant Branch Creek and strategic planning for the larger effort. This share shall be equal to \$54,765 for the period January 1 to December 31, 2027, and \$54,765 for the period January 1 to December 31, 2028.

This amount shall be paid to CARPC within thirty (30) days upon the City’s receipt of an invoice from CARPC, which shall be issued no later than July 1 of each year.

Entered into this _____ day of _____, 2026.

FOR THE CAPITAL AREA REGIONAL PLANNING COMMISSION

Jason Valerius, Executive Director

FOR THE CITY OF MIDDLETON

Emily Kuhn, Mayor

**Cooperative Agreement Between Capital Area Regional Planning Commission
and the Town of Westport for Dane County Cooperative Water Resources Monitoring Program**

This agreement is by and between the Town of Westport, hereinafter the "Town," and the Capital Area Regional Planning Commission, hereinafter "CARPC."

LET IT BE RESOLVED that the parties do mutually agree as follows:

1. Purpose. State and local municipalities in Dane County, Wisconsin, have joined together to conduct the systematic monitoring of water resources within Dane County, formally known as the Dane County Cooperative Water Resources Monitoring Program. This program is conducted by the United States Geological Society, hereinafter "USGS," and funded by the participants with partial match by USGS.
2. Term and Renewal. The term of this agreement is January 1, 2027, through December 31, 2028. Upon mutual agreement of the parties, the agreement may be renewed for successive calendar years.
3. Scope of Services. The Town's participation in the program is to partially fund the stream monitoring and related activities conducted on the Yahara River at Hwy 113 and strategic planning. CARPC will serve as program facilitator. The Town will have access to data collected at any of the monitoring stations within the program, as well as the maps, records, or reports that may come out of the data collection. Notwithstanding, the Town acknowledges that scientific information and data developed as a result of the Scope of Work are subject to applicable USGS review, approval, and release requirements, which are available on the USGS Fundamental Science Practices website (<https://www.usgs.gov/about/organization/science-support/science-quality-and-integrity/fundamental-sciencepractices>). Collection sites and contributions by the various participants are set forth in Attachment A, which is hereby incorporated by reference.
4. Payment. The Town shall contribute an amount equal to \$6,025 in 2027 and \$6,025 in 2028 to the total cost of the water resources program, which shall be paid to CARPC and then dispersed to USGS via a separate agreement between CARPC and USGS. This amount shall be paid to CARPC within thirty (30) days upon the Town's receipt of an invoice from CARPC, which shall be issued no later than July 1 of each year.

FOR THE CAPITAL AREA REGIONAL PLANNING COMMISSION

Signature Date

Jason Valerius Executive Director
Name Title

FOR THE TOWN OF WESTPORT

Signature Date

Name Title



AGREEMENT BETWEEN WISCONSIN LOCAL GOVERNMENT CLIMATE COALITION AND THE CAPITAL AREA REGIONAL PLANNING COMMISSION FOR MAPPING SERVICES

Parties: This agreement ("Agreement") is by and between the Wisconsin Local Government Climate Coalition, [insert address], hereafter "WLGCC" and Capital Area Regional Planning Commission, 100 State St, Ste 400, Madison, WI 53703-2573, hereafter "CARPC" (each, a "Party" and collectively, the "Parties").

Term: The term of this Agreement is October 8, 2026, through June 1, 2027. This Agreement shall only be renewed by written agreement between the Parties.

Scope of Services: The goal of this project is to provide relevant and accurate maps for WLGCC member reference and for incorporation into WLGCC's website, videos, and reports. This resulting maps will be design-forward, WLGCC-branded, and may be static or interactive and web-hosted. Maps may include:

- Energy-related information such as current and planned transmission lines, power plant locations, renewable energy sites, data center sites, EV infrastructure, natural gas pipelines, utility service areas, net metering activity, etc.
- Infrastructure information such as building age and type, bridges, roads, public transit, water and wastewater treatment, housing, etc.
- Environmental information such as water features, flood zones, heat risk, brownfields, land use etc.
- WLGCC Member information such as member location, local climate goals and projects, etc.
- Other information including demographics, economic development, and project-specific data

Cost and Payment: Total cost for the mapping services to be provided by CARPC will not exceed \$9,000. Hourly rates are \$85 for Matt Krempely (estimated 60% of hours), \$87 for Liz Levy (estimated 35% of hours), and \$158 for Jason Valerius (estimated 5% of hours). Estimated hours: 100.

CARPC will invoice the WLGCC quarterly for the actual hourly salary plus fringe and indirect costs (included in the above rates). Payment from WLGCC to CARPC will be due within 30 days of the date of the invoice.

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

Limitation of Liability: Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, in no event is CARPC liable in contract, tort (including negligence) or otherwise for any special, incidental, or consequential damages arising out of or relating to the services provided pursuant to this Agreement. To the fullest extent allowed by law, CARPC's liability to

WLGCC or any other persons or entities is limited to the amounts received by CARPC in payment for the services rendered under the terms of this Agreement. Furthermore, nothing contained within this Agreement is intended to be a waiver or estoppel of CARPC or its insurer to rely upon the limitations, defenses, and immunities contained within the Wisconsin Statutes, including, without limitation, Wis.Stat. § 893.80.

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

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

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

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

Dispute Resolution: In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either party to the other, all disputes, claims, questions, or differences shall be finally settled by litigation. Any action arising out of a dispute between the parties shall be brought in the state courts of Wisconsin located in Dane County. Each party submits to the jurisdiction and venue of these courts for purposes of such action, and each accepts service of process by first class mail, certified or registered.

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

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

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

CAPITAL AREA REGIONAL PLANNING COMMISSION

WISCONSIN LOCAL GOVERNMENT CLIMATE COALITION

By: _____

By: _____

Jason Valerius

Ellen Tyler

Executive Director

Executive Director

Capital Area Regional Planning Commission

Wisconsin Local Government Climate Coalition

Date: _____

Date: _____

DRAFT



October 8, 2026

Capital Area Regional Planning Commission
Jason Valerius, Executive Director
100 State Street, Suite 400
Madison, Wisconsin 53703

The following represents our understanding of the services we will provide the Capital Area Regional Planning Commission.

You have requested that we audit the financial statements of the business-type activities of the Capital Area Regional Planning Commission, as of December 31, 2026, and for the year then ended and the related notes, which collectively comprise the Capital Area Regional Planning Commission's basic financial statements. We are pleased to confirm our acceptance and our understanding of this audit engagement by means of this letter.

The objectives of our audit of the financial statements are to obtain reasonable assurance about whether the financial statements as a whole are free from material misstatement, whether due to fraud or error, and to issue an auditor's report that includes our opinions. Reasonable assurance is a high level of assurance but is not absolute assurance and therefore is not a guarantee that an audit conducted in accordance with auditing standards generally accepted in the United States of America (GAAS), will always detect a material misstatement when it exists. Misstatements, including omissions, can arise from fraud or error and are considered material if there is a substantial likelihood that, individually or in the aggregate, they would influence the judgment made by a reasonable user based on the financial statements.

Accounting principles generally accepted in the United States of America, as promulgated by the Governmental Accounting Standards Board (GASB) require that certain required supplementary information be presented to supplement the basic financial statements. Such information, although not a part of the basic financial statements, is required by the GASB, who considers it to be an essential part of financial reporting for placing the basic financial statements in an appropriate operational, economic, or historical context. As part of our engagement, we will apply certain limited procedures to the required supplementary information (RSI) in accordance with auditing standards generally accepted in the United States of America. These limited procedures will consist primarily of inquiries of management regarding their methods of measurement and presentation, and comparing the information for consistency with management's responses to our inquiries. We will not express an opinion or provide any form of assurance on the RSI. The following RSI is required by accounting principles generally accepted in the United States of America. This RSI will be subjected to certain limited procedures but will not be audited:

- 1) Wisconsin Retirement System Schedules
- 2) Local Retiree Life Insurance Fund Schedules
- 3) Management's Discussion and Analysis

Capital Area Regional Planning Commission

Page 2

Auditor Responsibilities

We will conduct our audit in accordance with GAAS. As part of an audit of financial statements in accordance with GAAS, we exercise professional judgment and maintain professional skepticism throughout the audit. We also:

- Identify and assess the risks of material misstatement of the financial statements, whether due to fraud or error, design and perform audit procedures responsive to those risks, and obtain audit evidence that is sufficient and appropriate to provide a basis for our opinions. The risk of not detecting a material misstatement resulting from fraud is higher than for one resulting from error, as fraud may involve collusion, forgery, intentional omissions, misrepresentations, or the override of internal controls.
- Obtain an understanding of the system of internal control in order to design audit procedures that are appropriate in the circumstances, but not for the purpose of expressing an opinion on the effectiveness of the entity's internal control. However, we will communicate to you in writing concerning any significant deficiencies or material weaknesses in internal control relevant to the audit of the financial statements that we have identified during the audit.
- Evaluate the appropriateness of accounting policies used and the reasonableness of significant accounting estimates made by management, as well as evaluate the overall presentation of the financial statements, including the disclosures, and whether the financial statements represent the underlying transactions and events in a manner that achieves fair presentation.
- Conclude, based on the audit evidence obtained, whether there are conditions or events, considered in the aggregate, that raise substantial doubt about the Capital Area Regional Planning Commission's ability to continue as a going concern for a reasonable period of time.

Because of the inherent limitations of an audit, together with the inherent limitations of internal control, an unavoidable risk that some material misstatements of noncompliance may not be detected exists, even though the audit is properly planned and performed in accordance with GAAS.

Our responsibility as auditors is limited to the period covered by our audit and does not extend to any other periods.

Compliance with Laws and Regulations

As previously discussed, as part of obtaining reasonable assurance about whether the basic financial statements are free of material misstatement, we will perform tests of the Capital Area Regional Planning Commission's compliance with the provisions of applicable laws, regulations, contracts, and agreements. However, the objective of our audit will not be to provide an opinion on overall compliance and we will not express such an opinion.

Management Responsibilities

Our audit will be conducted on the basis that management acknowledge and understand that they have responsibility:

- a. For the preparation and fair presentation of the basic financial statements in accordance with accounting principles generally accepted in the United States of America;
- b. For the design, implementation, and maintenance of the system of internal control relevant to the preparation and fair presentation of basic financial statements that are free from material misstatement, whether due to error, fraudulent financial reporting, misappropriation of assets, or violations of laws, governmental regulations, grant agreements, or contractual agreements; and
- c. To provide us with:
 - i. Access to all information of which management is aware that is relevant to the preparation and fair presentation of the basic financial statements including the disclosures such as records, documentation, and other matters;
 - ii. Additional information that we may request from management for the purpose of the audit;
 - iii. Unrestricted access to persons within the entity and others from whom we determine it necessary to obtain audit evidence;
- d. For including the auditor's report in any document containing basic financial statements that indicates that such basic financial statements have been audited by us;
- e. For identifying and ensuring that the entity complies with the laws and regulations applicable to its activities;
- f. For adjusting the basic financial statements to correct material misstatements and confirming to us in the management representation letter that the effects of any uncorrected misstatements aggregated by us during the current engagement and pertaining to the latest period presented are immaterial, both individually and in the aggregate, to the basic financial statements as a whole; and
- g. For acceptance of nonattest services, including identifying the proper party to oversee nonattest work;
- h. For maintaining adequate records, selecting and applying accounting principles, and safeguarding assets;
- i. For informing us of any known or suspected fraud affecting the entity involving management, employees with significant role in the system of internal control and others where fraud could have a material effect on the financials,
- j. For the accuracy and completeness of all information provided,
- k. For taking reasonable measures to safeguard protected personally identifiable and other sensitive information; and
- l. For confirming your understanding of your responsibilities as defined in this letter to us in your management representation letter.

As part of our audit process, we will request from management written confirmation concerning representations made to us in connection with the audit.

Nonattest Services

With respect to any nonattest services we perform, at the end of the year, we agree to perform the following:

- Preparation of financial statements
- Maintaining lease information, if requested or applicable

We will not assume management responsibilities on behalf of the Capital Area Regional Planning Commission. However, we will provide advice and recommendations to assist management of the Capital Area Regional Planning Commission in performing its responsibilities.

The Capital Area Regional Planning Commission's management is responsible for (a) making all management decisions and performing all management functions; (b) assigning a competent individual to oversee the services; (c) evaluating the adequacy of the services performed; (d) evaluating and accepting responsibility for the results of the services performed; and (e) designing, implementing, and maintaining the system of internal control, including the process used to monitor the system of internal control.

Our responsibilities and limitations of the nonattest services are as follows:

- We will perform the services in accordance with applicable professional standards.
- The nonattest services are limited to the services previously outlined. Our firm, in its sole professional judgment, reserves the right to refuse to do any procedure or take any action that could be construed as making management decisions or assuming management responsibilities, including determining account coding and approving journal entries.

Reporting

We will issue a written report upon completion of our audit of the Capital Area Regional Planning Commission basic financial statements. Our report will be addressed to the Commissioners of the Capital Area Regional Planning Commission. Circumstances may arise in which our report may differ from its expected form and content based on the results of our audit. Depending on the nature of these circumstances, it may be necessary for us to modify our opinions, add an emphasis-of-matter or other-matter paragraph(s) to our auditor's report, or if necessary, withdraw from the engagement. If our opinions on the basic financial statements are other than unmodified, we will discuss the reasons with you in advance. If, for any reason, we are unable to complete the audit or are unable to form or have not formed opinions, we may decline to express opinions or to issue a report as a result of this engagement.

Other

We understand that your employees will prepare all confirmations we request and will locate any documents or support for any other transactions we select for testing.

If you intend to publish or otherwise reproduce the basic financial statements and make reference to our firm, you agree to provide us with printers' proofs or masters for our review and approval before printing. You also agree to provide us with a copy of the final reproduced material for our approval before it is distributed.

Regarding the electronic dissemination of audited financial statements, including financial statements published electronically on your Internet website, you understand that electronic sites are a means to distribute information and, therefore, we are not required to read the information contained in these sites or to consider the consistency of other information in the electronic site with the original document.

Professional standards prohibit us from being the sole host and/or the sole storage for your financial and non-financial data. As such, it is your responsibility to maintain your original data and records and we cannot be responsible to maintain such original information. By signing this engagement letter, you affirm that you have all the data and records required to make your books and records complete.

Provisions of Engagement Administration, Timing and Fees

We will maintain various physical, electronic, policy, and procedural safeguards to guard your information and personal data. We may communicate with you and /or store data through email, facsimile, third-party vendor secured portals or cloud environments, or other electronic means. If a more secure medium of communication is desired, we will provide you with various electronic alternatives. Electronic data that is confidential may be transmitted and/or stored using these methods and you authorize us to do so. Notwithstanding the security measures and safeguards employed by us and/or our third-party vendors, you accept that we have no control over the unauthorized interception or breach of communications and/or data. All confidential, proprietary, and personally identifiable information should be transmitted through secure means which we have available. We may communicate with you or your other representatives through unencrypted email and you authorize us to do so. Emails can be intercepted and read, disclosed, or otherwise used or shared with an unintended third party, or may not be delivered to each of the parties or persons to whom they were originally directed. As such we cannot guarantee emails will be read only by the intended recipient(s). In the event of a data breach, each of us agrees to notify each other in the most expedient time possible and without unreasonable delay. We specifically disclaim and waive any liability or responsibility whatsoever for the unauthorized interception and/or disclosure of confidential or proprietary information transmitted in connection with the performance of this engagement, except to the extent determined as a result from our gross negligence or willful misconduct.

Provisions of Engagement Administration, Timing and Fees (Continued)

Many banks have engaged a third party to electronically process cash or debt audit confirmation requests, and certain of those banks have mandated the use of this service. Further, such third-party confirmation requests processors also provide for the electronic (and manual) processing of other confirmation types (e.g. legal, accounts receivable, and accounts payable). To the extent applicable, the Capital Area Regional Planning Commission hereby authorizes Johnson Block & Company, Inc. to participate in such confirmation processes, including through the third party's website (e.g. by entering the Capital Area Regional Planning Commission bank account information to initiate the process and then accessing the bank's confirmation response), and agrees that Johnson Block & Company, Inc. shall have no liability in connection therewith.

Brett Hofmeister, CPA is the engagement partner for the audit services specified in this letter. The engagement partner's responsibilities include supervising Johnson Block & Company, Inc.'s services performed as part of this engagement and signing or authorizing another qualified firm representative to sign the audit report.

Our fees are based on the amount of time required at various levels of responsibility, plus actual out-of-pocket expenses. Based on our preliminary estimates, the total fees and expenses should approximate the following:

Our fees for these services will be at our standard hourly rate plus out-of-pocket costs (such as report reproduction, word processing, postage, travel, copies, telephone, confirmation service provider fees, etc.) except that we agree that our gross fee, including expenses, will not exceed \$11,450.

This letter was prepared under the assumption that a single audit performed in accordance with the Uniform Guidance will not be required. If we are requested or required by governmental agencies to audit additional funds or programs not included in our proposal, our time performing these services would be billed at our standard hourly rates. The amount of time spent on a single audit is dependent on the type of major programs to be tested.

Our invoices for these fees will be rendered as work progresses and are payable upon presentation. In accordance with firm policies, work may be suspended if your account becomes 60 days or more overdue and will not be resumed until your account is paid in full. If we elect to terminate our services for nonpayment, you will be obligated to compensate us for all time expended and to reimburse us for all out-of-pocket expenditures through the date of termination. Third-party confirmation providers for certain financial institutions may invoice us for responding to confirmation requests and we will pass those costs through to you.

Provisions of Engagement Administration, Timing and Fees (Continued)

During the course of the audit we may observe opportunities for economy in, or improved controls over, your operations. We will bring such matters to the attention of the appropriate level of management, either orally or in writing.

We agree to retain our audit documentation or work papers for a period of at least seven years from the date of our report.

You agree to inform us of facts that may affect the basic financial statements of which you may become aware during the period from the date of the auditor's report to the date the financial statements are issued.

At the conclusion of our audit engagement, we will communicate to the Agency Director the following significant findings from the audit:

- Our view about the qualitative aspects of the entity's significant accounting practices;
- Significant difficulties, if any, encountered during the audit;
- Uncorrected misstatements, other than those we believe are trivial, if any;
- Disagreements with management, if any;
- Other findings or issues, if any, arising from the audit that are, in our professional judgment, significant and relevant to those charged with governance regarding their oversight of the financial reporting process;
- Material, corrected misstatements that were brought to the attention of management as a result of our audit procedures;
- Representations we requested from management;
- Management's consultations with other accountants, if any; and
- Significant issues, if any, arising from the audit that were discussed, or the subject of correspondence, with management.

The audit documentation for this engagement is the property of Johnson Block and Company, Inc. and constitutes confidential information. However, we may be requested to make certain audit documentation available to regulators pursuant to authority given to it by law or regulation, or to peer reviewers. If requested, access to such audit documentation will be provided under the supervision of Johnson Block and Company Inc.'s personnel. Furthermore, upon request, we may provide copies of selected audit documentation to regulators. The regulators may intend, or decide, to distribute the copies of information contained therein to others, including other governmental agencies.

Changes in Accounting and Audit Standards

Standard setters and regulators continue to evaluate and modify standards. Such changes may result in new or revised financial reporting and disclosure requirements or expand the nature, timing, and scope of the activities we are required to perform. To the extent that the amount of time required to provide the services described in this letter increases due to such changes, our fee may need to be adjusted.

Unanticipated Services

We do not anticipate encountering the need to perform additional services beyond those described in this letter. However, below are listings of services considered to be outside the scope of our engagement. If any such service needs to be completed before the audit can proceed in an efficient manner, we will determine whether we can provide the service and maintain our independence. If appropriate, we will notify you and provide a fair and reasonable price for providing the service. We will bill you for the service at periodic dates after the additional service has been performed.

Bookkeeping services

Bookkeeping services are not audit services. Bookkeeping services include but are not limited to the following activities:

- Preparation of a trial balance
- Account or bank statement reconciliations
- Capital asset accounting (e.g., calculating depreciation, identify capital assets for additions and deletions), unless previously agreed to as part of services to be provided
- Significant additional time spent calculating accruals
- Processing immaterial adjustments through the financial statements requested by management
- Adjusting the financial statements for new activities and new disclosures

Additional work resulting from unanticipated changes in your organization or accounting records

If your organization undergoes significant changes in key personnel, accounting systems, and/or internal control, we are required to update our audit documentation and audit plan. The following are examples of situations that will require additional audit work:

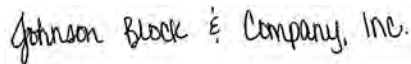
- Deterioration in the quality of the entity's accounting records during the current-year engagement in comparison to the prior-year engagement
- Significant new accounting issues, significant changes in your volume of business or new or unusual transactions
- Changes in audit scope or requirements resulting from changes in your activities
- Erroneous or incomplete accounting records
- Implementation or adoption of new or existing accounting, reporting, regulatory, or tax requirements and any applicable financial statement disclosures

Capital Area Regional Planning Commission
Page 9

Please sign and return this letter to indicate your acknowledgment of, and agreement with, the arrangements for our audit of the basic financial statements including our respective responsibilities.

We appreciate the opportunity to be your financial statement auditors and look forward to working with you and your staff.

Respectfully,



Johnson Block & Company, Inc.

RESPONSE:

This letter correctly sets forth our understanding.

Acknowledged and agreed on behalf of the Capital Area Regional Planning Commission by:

Management Signature: _____

Title: _____

Date: _____

Governance Signature: _____

Title: _____

Date: _____

ADDENDUM A CONSULTING AGREEMENT

This Consulting Agreement dated this 8th day of October, 2026 (this “Agreement”) is entered into by and between the Capital Area Regional Planning Commission, 100 State Street, Suite 400, Madison, WI 53703 (“CARPC”), and Johnson Block & Company, 9701 Brader Way, Suite 202, Middleton, WI 53562 (“JBC”) (“Consultant” and collectively, the “Parties”).

RECITALS

WHEREAS, CARPC is required to complete a financial audit on an annual basis.

WHEREAS, CARPC selected Consultant through a competitive bidding process in 2019 and CARPC contracted with Consultant to prepare CARPC audits for 2019 through 2025.

WHEREAS, Consultant satisfactorily completed audits for each year under the terms of the contract between CARPC and JBC.

WHEREAS, CARPC wishes to secure audit services from Consultant for an audit for 2026 and Consultant wishes to provide those audit services.

WHEREAS, The Consultant represents that it has sufficient knowledge and experience to perform the services described in this Agreement.

WHEREAS, CARPC and the Consultant intend to be bound by the terms and conditions of this Agreement.

NOW, THEREFORE, in consideration of the above recitals, which are contractual, the Parties agree as follows:

1. **Consulting Services.** The Consultant will provide the services and products described in the attached Scope of Services and timeline, which is marked **Exhibit A** and incorporated by reference (“Scope of Services”). The Consultant shall have the complete professional, managerial, or technical responsibility for the validity, accuracy, and reliability of the Scope of Services. CARPC and the Consultant will cooperate with each other and provide timely information and timely status to the other party regarding their efforts in order to facilitate the success of the Scope of Services. The Consultant’s services shall include all activities necessary to its performance of the Scope of Services. CARPC shall have the right, from time to time, by written supplement, to make changes in or additions to the Scope of Services, and Consultant agrees to comply with such changes. If such changes cause a material increase or decrease in the Consultant’s cost or in the time for performance, an equitable adjustment in the price and time for the performance shall be made. Any claims for adjustment must be asserted by Consultant in writing within thirty (30) days after the cause of such claim has occurred. If a dispute arises as to the equitable adjustment, the Consultant shall, at the direction of CARPC, proceed with the Scope of Services, as adjusted, pending resolution of the dispute.

2. **Payment.** In consideration of the services to be performed by Consultant, CARPC shall pay to Consultant fees in the amounts shown in Exhibit A and as set forth in this Section 2. CARPC will pay all undisputed charges to the Consultant within thirty (30) days of the receipt of the Consultant's written invoice. Any payments not received by Consultant within the established timeframe will be subject to an interest rate of 1.5% per month or a fraction thereof from date of receipt of Consultant's written invoice by CARPC. Any additional compensation for services performed by Consultant outside the Scope of Services must be approved in advance by CARPC in writing. If CARPC terminates this Agreement, CARPC is responsible for the payment of fees and authorized reimbursable expenses incurred by the Consultant through the date of its termination notice. For any reimbursable third-party expenses and products, Consultant will provide reasonable documentation as requested by CARPC.

3. **Term.**

- a. This Agreement shall commence upon execution by the Parties and, unless terminated as described below, shall continue in full force and effect until satisfactory completion of the Scope of Services has been achieved by the Consultant or June 30, 2026, whichever comes first. Regardless of the above, CARPC reserves the right to terminate this Agreement without penalty at any time, with or without cause, upon the giving of five (5) days' written notice to the Consultant. Upon completion of Consultant's services, or at such other time as may be requested by CARPC, Consultant shall provide to CARPC all documents, records, photos, videos and notebooks, including copies thereof, whether prepared by Consultant or others, in the Consultant's possession relating to the Scope of Services.
- b. The Consultant shall have the right to stop performing services under this Agreement during any period when CARPC is in default, but only after
- c. giving two (2) business days' written notice to CARPC, specifying the default and stating the Consultant's intention to stop performing services.

4. **Standard of Performance.** Consultant shall perform its services with care, skill and diligence, in accordance with the applicable professional standards currently recognized by the Consultant's profession, and shall be responsible for the professional quality, technical accuracy, completeness, and coordination of all reports, designs, drawings, plans, information, specifications, and other items and services furnished under this Agreement. If Consultant fails to meet applicable professional standards, Consultant shall, without additional compensation, correct or revise any errors or deficiencies in its reports, drawings, specifications, designs and other items or services.

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

6. **Intellectual Property.** Consultant acknowledges and agrees that the work performed by the Consultant as described in the Scope of Services shall be the sole property of CARPC. Consultant does hereby assign to CARPC all rights, title, and interest in and to the work performed under the Scope of Services, including, without limitation, all copyrights and other proprietary rights therein. Upon CARPC's request, Consultant shall execute all papers and documents and perform all other acts necessary or appropriate to evidence CARPC's ownership of the work product and the abovementioned proprietary rights. CARPC shall have unrestricted authority to publish, disclose, distribute, and other use, copyright, or patent any such material produced by Consultant under this Agreement.

7. **Warranties.** Consultant hereby represents and warrants that it has all authority, licenses, permits, and consents necessary to enter into and perform its obligations under this Agreement, and will fully comply with all applicable federal, state, and local laws, ordinances, codes, and regulations in performing its services.

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

9. **Limitation of Liability.** Notwithstanding anything to the contrary contained in this Agreement or provided for under any applicable law, CARPC shall not be liable to Consultant or Consultant's subcontractors or suppliers for incidental, indirect, special, exemplary, or consequential damages arising out of this Agreement, whether in tort, strict liability, breach of contract, breach of express or implied warranty, or any other claim permitted under applicable law.

10. **Insurance.** During the term of this Agreement, Consultant shall provide and maintain at its own expense the following kinds of insurance with limits of liability as set forth below:

<u>Insurance</u>	<u>Limits of Liability</u>
Workers Compensation	Statutory
Commercial general liability	\$2,000,000
Automobile liability	\$1,000,000
Professional errors and omission	\$1,000,000

Consultant agrees to provide CARPC with a Certificate of Insurance evidencing the coverages required above. This Certificate of Insurance shall also provide for thirty (30) days' prior written notice to CARPC in the event of cancellation.

11. **Public Announcement.** Consultant shall not make any announcement or release of information concerning the Scope of Services or the existence of this Agreement until such release has been submitted to and approved in writing by CARPC.

12. **Non-Assignability.** Consultant shall not subcontract or assign this Agreement, or otherwise dispose of its right, title, or interest therein, without obtaining the prior written consent of CARPC. CARPC retains the right to approve or disapprove the assignment at its discretion.

13. **Non-Discrimination, Affirmative Action, and Civil Rights Compliance.** Both parties agree not to discriminate against any person involved with this engagement, in any manner, on the basis of age, race, religion, color, sex, national origin, or ancestry, handicap (as defined in Section 504 and the Americans with Disabilities Act), physical condition, developmental disability, arrest or conviction record (as defined in Wis. Stat. § 111.32), sexual orientation, marital status, or military participation.

14. **Liquidated Damages.** If Consultant does not finalize the services as shown in the Scope of Services by November 30, 2026, as indicated on the timeline in Exhibit A, through no fault of CARPC, CARPC shall receive a credit of five percent (5%) of the total contract price for every five (5) days, or portion thereof, that the services are not completed per the terms of this Agreement. Such amount shall be treated as liquidated damages and not as a penalty for the loss of the use of any products in a final completed state. It is hereby understood that the liquidated damages provided for herein shall be in addition to any other direct and/or consequential losses or damages that CARPC may incur by reason of such delay.

15. **Supervision.** Consultant will report to and be under the supervision of Mike Rupiper, Deputy Agency Director and Director of Environmental Resources Planning.

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

17. **Attorneys' Fees.** If any action at law or in equity is brought to enforce or interpret the provisions of this Agreement, the prevailing party will be entitled to its reasonable attorneys' fees, which may be set by the court in the same action or in a separate action brought for that purpose, in addition to any other relief to which that party may be entitled.

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

19. **Arbitration.** In the event of any dispute, claim, question, or disagreement arising from or relating to this Agreement or the breach thereof, the Parties hereto shall use their best efforts to settle the dispute, claim, question, or disagreement. To this effect, they shall consult and negotiate with each other in good faith and, recognizing their mutual interests, attempt to reach a just and equitable solution satisfactory to both Parties. If they do not reach such solution within a period of sixty (60) days, then, upon notice by either part to the other, all disputes, claims, questions, or differences shall be finally settled by arbitration administered by the American Arbitration Association in accordance with the provisions of its Commercial Arbitration Rules. The number of arbitrators shall be three (3). The place of arbitration shall be Madison, Wisconsin. Judgment on the award rendered by the arbitrators may be entered in any court having jurisdiction thereof.

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

21. **Conflicting Terms.** In the event of conflict or inconsistencies between the terms and conditions of the main body of this Agreement and such additional terms and conditions included in the **Exhibits**, the terms of the main body of this Agreement shall govern and control.

22. **Entire Agreement.** This Agreement, together with the **Exhibits**, which are incorporated into this Agreement by reference, supersedes any previous agreement or undertakings. This Agreement may not be modified except in writing executed by both Parties.

EXHIBIT A

SCOPE OF SERVICES

CARPC 2026 Fiscal Year Audit

PROJECT SCOPE AND TIMELINE

Project Milestones

January 15, 2027	Bank confirmations completed
January 15, 2027	Items list to CARPC and Accounting Service Provider
March 2027	Audit field work started / schedule for mid-March
April 2027	Draft audit completed
May 12, 2027	Draft audit review completed by CARPC and Accounting Service Provider
May 15 - 26, 2027	Final audit review / close-out meeting
June 7, 2027	Audit presentation / CARPC Executive Committee meeting

FEES

Actual Cost Not to Exceed \$11,450 for the financial portion of the audit.

Re: Amending the *Dane County Water Quality Plan* by Revising the Sewer Service Area Boundary and Environmental Corridors in the Oregon Urban Service Area (#2603 Village of Oregon – “Featherwood Trails”) (actionable item)

Requested Action:

Motion to approve CARPC Water Quality Management Letter #2603.

Note: As an amendment to the Dane County Water Quality Plan, this item requires a super-majority of 8 votes for approval.

Background:

The Village of Oregon has submitted a request for a sewer service area amendment to the *Dane County Water Quality Plan*. The proposed amendment is currently in the Town of Oregon, with annexation into the Village of Oregon expected prior to development, and within the Oregon Branch (HUC 12:070900020801) watershed. It includes the addition of approximately 81 acres of land, including 13 acres of proposed environmental corridors and 5 acres of existing development and right-of-way, for a net of approximately 63 developable acres to the Oregon Urban Service Area.

A public hearing was held on the proposed amendment at the September 10, 2026 Commission Meeting.

Staff Comments:

It is CARPC staff’s opinion that the proposed amendment is consistent with water quality standards under Wis. Stat. § 281.15, and the *Policies and Criteria for Sewer Service Area Amendments*, adopted into the *Dane County Water Quality Plan* on April 8, 2026. To ensure conformance with the *Dane County Water Quality Plan* and better improve water quality and environmental resource management outcomes, additional required and recommended actions have been enumerated in the management letter.

Staff recommend that the Commission recommend approval of the amendment to DNR in recognition of the requirements and recommendations as enumerated in the attached management letter.

Attachments:

1. Staff Analysis Report
2. Management Letter #2603 – Village of Oregon USA (Village of Oregon – “Featherwood Trails”)
3. [Policies and Criteria for Sewer Service Area Amendments \(April 8, 2026\)](#) (by link only)

Staff Contact:

Nick Bower
Water Quality Program Director and Senior Environmental Engineer
NickB@CapitalAreaRPC.org
(608) 474-6019

Next Steps:

The staff report and management letter will be sent to the Wisconsin DNR for an administrative decision.

Staff Analysis of Proposed Amendment to the
Dane County Water Quality Plan
**Revising the Sewer Service Area Boundary and Environmental
Corridors in the Oregon Urban Service Area**
“Featherwood Trails”

History of the Oregon Urban Service Area

The Oregon Urban Service Area (USA) was formed at the time of the adoption of the first *Dane County Water Quality Plan*. The first amendment to the Oregon USA occurred in 1990 when land was removed from the USA and swapped for another site, resulting in no net change in total acreage. There has been a total of 13 amendments to this urban service area since its creation, all initiated by the Village of Oregon. In total, amendments to the Oregon USA have resulted in a net addition of 721 developable acres and 388 acres of Environmental Corridor. The most recent amendment of the service area by the Village of Oregon occurred in 2023, adding approximately 31 developable acres.

Planning in Oregon

The Oregon rewrote their comprehensive plan in 2023 and updated elements related to this request as recently as 2026. The Comprehensive Plan is substantially consistent with the adopted [2050 Regional Development Framework](#) (Framework). The requested amendment area is planned for and contiguous to compatible uses as envisioned in the Framework and the Village’s long-range plans. The area is designated “Planned Neighborhood” on the Village’s Future Land Use Map.

Current Amendment

The Village of Oregon is requesting an amendment to the Oregon Urban Service Area in the northwest corner of the Village, north of W Netherwood Road between Alan Drive and Peterson Trail (see **Map 1**). This proposed amendment seeks to accommodate a proposed residential subdivision referred to as ‘Featherwood Trails’, providing the ability to receive public sanitary sewer service. The requested amendment area totals approximately 81 acres and also covers a single parcel immediately west of the proposed development that currently has no development plans.

Existing Conditions

Land Use

The amendment area currently consists predominantly of agricultural row crops as well as three rural residential home sites and a small area of woodlands along the northern edge contiguous with the larger natural area to the north (see **Map 2**). The planned land use for the amendment area is for low- and medium density residential (see **Table 1**) within the proposed development and rural residential. Existing and planned land uses surrounding the amendment area are residential, natural areas, and agriculture (see **Maps 3 and 4**).

Table 1
Existing and Planned Land Use^{1,2}

Land Use Category	Existing		Proposed	
	Land Use (Acres)	Housing Units	Land Use (Acres)	Housing Units
Agricultural	69.9		9.1	
Open Land	0.2		0	
Parks and Recreation	0		0.6	
Residential (Single-Unit)	0		32.8	242
Residential (Multi-Unit)	0		2.9	36
Residential (Rural)	8.1	3	1.2	1
Stormwater Management	0		12.7	
Road Rights-of-Way (ROW)	1.8		21.0	
Government/Institutional	0		0.1	
Woodland	0.6		0.2	
TOTAL	80.6		80.6	279

Cultural and Historic Sites

The Wisconsin Historical Society (WHS) has been contacted regarding the presence of any known archaeological sites or cemeteries within the amendment areas. No previously recorded archaeological sites have been recorded, though the majority of the proposed

¹ Acreages listed in application materials may vary from acreages shown here due to variations in data sources and mapping methods.

² Existing Land Use (Map 3) and Planned Land Use (Map 4) may not visually match values in Table 1 and from each other due to varying underlying data sources.

Service Area has not been subjected to prior archaeological survey. As the northwest corner of the requested amendment area is adjacent to wetlands, WHS recommends that a Phase I archaeological survey be carried out in advance of any ground disturbance, within the area shown in blue on the image attached to their comment letter (see **Attachment A**).

Natural Resources

The amendment area is within the Oregon Branch (HUC 12: 070900020801) subwatershed (see **Map 5**). There is one exempted, delineated wetland within the amendment area and a larger wetland complex to the northwest which is hydrologically connected to Lake Barney and Swan Pond.

The amendment area is not within a drainage district. Wastewater from the amendment area will be treated at the Oregon Wastewater Treatment Facility. The treated effluent is discharged to Oregon Branch which joins with Rutland Branch to form Badfish Creek southeast of the Village.

Wetlands

WDNR's Wisconsin Wetland Inventory (WWI) shows one emergent / wet meadow wetland within the amendment area. A wetland delineation ([link to report](#)) was conducted by Heartland Ecological Group, Inc. in April 2026 within the amendment area. The site investigation and field delineation determined there was one wetland (see **Map 11**). Wetland 1 (W-1) is described as an isolated, farmed wet meadow. A nonfederal wetland exemption was granted by WDNR in July 2026 ([EXE-SC-2026-13-02080](#)). In addition to the delineated wetlands within the amendment area, there are also other wetlands near the amendment area. According to the WWI, the wetland area associated with Lake Barney directly to the northwest is classified as palustrine persistent emergent / wet meadow, broad-leaved deciduous scrub/shrub, broad-leaved deciduous forest, and open water.

According to the [Surface Water Quality Conditions](#) report (CARPC, 2014), the Lake Barney wetland area is a locally to regionally important stopping place for migratory waterfowl and songbirds. It provides good habitat for wildlife partially or totally dependent on an aquatic ecosystem. According to [the Lake Barney Stormwater Management Study](#) (EOR, 2021), hereinafter referred to as the 'Lake Barney Study', the wetlands adjacent to Lake Barney are likely to be more permanent and of higher quality. The [2008 Dane County Wetlands Resource Management Guide](#) lists the wetland associated with Lake Barney as a Group I wetland. A Group I wetland is considered virtually intact and is to be of the highest priority for protection. The guide recommends efforts focused on preventing Group I wetlands from becoming degraded.

Lake Barney

The northern portion of the amendment area drains to the northwest towards Lake Barney (WBIC 777300). It is a 27-acre lake (at historical normal water levels) that is considered a glacial kettle lake with a shallow seepage natural community. It is part of a larger wetland complex that includes Swan Pond to the west. Lake Barney is not listed as impaired by WDNR.

According to the Lake Barney Study, historical lake levels are around 941–943 ft based on records dating back to 1937. In 2018, the lake reached a peak elevation of nearly 949 ft due to abnormally high rainfall in the preceding years, causing local flooding, loss of agricultural lands, and flooding downstream issues. For the first time on record, the lake discharged downstream through its natural overflow route (EOR, 2021).

There is one active DNR monitoring station at Lake Barney (Station ID 10037627). Field measurements from June 2025 indicated dissolved oxygen levels of 11.5 mg/L and transparency of 23 cm. Laboratory analysis of samples from 2025 showed nitrogen levels of 5.54 mg/L, total phosphorus (P) of 0.8 mg/L, and chloride levels of 39 mg/L. There are no active USGS monitoring stations at Lake Barney.

Oregon Branch

The remaining runoff from the amendment area drains to the south and east. Oregon Branch (WBIC 800700 / WATERS ID 11656) is a small spring-fed stream that originates within the Village of Oregon and flows southeast approximately ten miles to the confluence with Rutland Branch to form Badfish Creek. The 22.1 square-mile Oregon Branch subwatershed encompasses predominantly agricultural lands. The creek has a low gradient of 8.2 feet/mile. Prior to the 1920s, Oregon Branch was considered a marginal trout water, but habitat was destroyed by stream ditching and straightening. The combined historic effects of stream channelization, urban and agricultural nonpoint source pollution, and wastewater discharges have greatly modified the original stream characteristics. The stream is classified by WDNR as a limited aquatic life (LAL) stream from its headwaters to the confluence with the Rutland Branch; the stream is classified as a limited forage fishery (LFF).

Oregon Branch has been listed as impaired for PCBs in fish tissue since 2012. This water was assessed by DNR during the 2026 listing cycle; based on the most updated information, no change in the existing impaired waters listing was needed.

There are two DNR monitoring stations on Oregon Branch, one at Rutting Road (Station ID 133105) and one at Sunrise Road (Station ID 133102). Both stations are currently inactive. Field measurements from summer–fall 2023 indicated dissolved oxygen levels of 8 to 11 mg/L at the Sunrise Road station. There are no active USGS monitoring stations along Oregon Branch.

Badfish Creek

Badfish Creek (WBIC 799500 / WATERSID 11653), a small stream formed by the confluence of the Oregon Branch and Rutland Branch, has also been ditched, straightened, and widened. In the 1970s water quality was poor due to the large volume of effluent from MMSD and Oregon's treatment plant. Improvements in wastewater treatment capabilities and effluent quality since then have improved water quality in Badfish Creek. Since 1983, more than 42 fish species have been observed. Badfish Creek has been listed as impaired for PCBs in fish tissue and sediment since 1998. Badfish Creek is considered a cool-warm mainstem natural community and supports a Warmwater Sport Fishery.

Springs

Springs represent groundwater discharge visible to the casual observer. The Wisconsin Geological and Natural History Survey (WGNHS) maintains an inventory of springs in Dane County and throughout the state. From 2014 to 2017, the WGNHS surveyed springs statewide that were expected to have flow rates of at least 0.25 cubic feet per second (cfs). The Oregon Branch subwatershed contains one inventoried spring, Dane County Spring #26. Dane County Spring #26 is located at Thomson Park in the Village of Oregon (see location on **Map 5**). It was surveyed in 2016 with a discharge rate of 0.5 cfs, specific conductance of 860 µS/cm, temperature of 50° F, and a pH of 7.12.

Groundwater

In 2012, the WGNHS published a report, *Groundwater Recharge in Dane County, Wisconsin, Estimated by a GIS-Based Water-Balance Model* ([link to report](#)), estimating the existing groundwater recharge rates in Dane County based on the soil water balance method. The study estimates that the existing groundwater recharge rate in the proposed amendment area ranges from approximately 9.5 to 10 inches per year.

Groundwater in this area flows northwest toward Lake Barney and the associated wetland complex, based on modeled groundwater contours (see Map 10). The amendment area is within the zone of contribution of one Village of Oregon municipal well located to the southeast of the amendment area.

Endangered Resources

The WDNR Bureau of Endangered Resources maintains a database representing the known occurrences of rare plants, animals, and natural communities that have been recorded in the Wisconsin Natural Heritage Inventory ([link to website](#)). A screening review of this database conducted by CARPC staff for species designated as endangered, threatened, or of special concern identified two endangered species (one plant and one threatened bird species), several species of concern (two plants, one snake, and one turtle), and one National Wildlife Refuge (Swan Pond Waterfowl Production Area) within a 1 to 2-mile radius of the amendment

area. Therefore, it is recommended that a formal Endangered Species Resources Review be conducted by the WDNR or one of their certified reviewers for potential impacts to endangered resources, and habitat protection measures to be implemented if species are found.

The amendment area was reviewed for the High Potential Zone (species likely present) for the federally endangered Rusty Patched Bumble Bee ([link to web map](#)). None of the amendment area is within the High Potential Zone.

Soils and Geology

The amendment area is located within the East Johnstown-Milton Moraines Land Type Association of Wisconsin. The Association classifies the surficial geology of this area as undulating hummocky moraine and outwash plain complex with scattered lake plains.

Surface elevations within the amendment area range from around 950 feet to 992 feet. There are a few areas of steep (> 12%) and very steep (>20%) slopes in the northwestern and northeastern portions of the amendment area (see **Map 6**).

According to the General Soil Map of Dane County, the soils in the amendment area are in Batavia-Houghton-Dresden association. These soils are well drained and poorly drained, deep and moderately deep silt loams and mucks that are underlain by silt, sand, and gravel.

Table 2 shows detailed classifications for soils in the amendment area (see **Map 7**) and **Table 3** shows important soil characteristics for the amendment area.

There is one partially hydric soil within the amendment area. Hydric soils are good indicators of existing and former (drained) wetlands. According to the Soil Survey Geographic data for Dane County developed by the NRCS ([link to web soil survey](#)), the Troxel soils (the 7197A map unit) are not hydric, but they do have a seasonal (April to June) zone of water saturation within 5 feet of the ground surface. The Troxel soils are moderately well drained and therefore do not pose a limitation for buildings with basements.

Table 2
Soils Classification

Soil	% of Area
Batavia Silt Loam; 7105B	36.4
Batavia Silt Loam; 7105A	21.8
McHenry Silt Loam; 7310D2	15.1

Hayfield Silt Loam; 7771A	12.3
Batavia Silt Loam; 7105C2	8.3
Troxel Silt Loam; 7197A	5.7

Source: Soil Survey Geographic data for Dane County developed by the USDA Natural Resources Conservation Service

Table 3
Soils Characteristics

Characteristic	Soil Map Symbols	% of Area
Prime Agricultural Soils	7105B, 7105A, 7771A, 7197A, 7327B*	76.6
Hydric Soils (Indicates Potential / Restorable Wetlands)	7771A	12.3
Poorly Drained Soils with Seasonal High Water Table (< 5')	7771A	12.3
Soils Associated with Steep Slopes (> 12%)	7310D2	15.1
Soils Associated with Shallow Bedrock (< 5')	None	0
Best Potential for Infiltration in Subsoils	7105B, 7105A, 7310D2, 7771A, 7105C2, 7327B*, 7325C2*	94.3

Source: Soil Survey Geographic data for Dane County developed by the USDA Natural Resources Conservation Service. * = soil classification makes up less than 1% of area

According to WGNHS data, bedrock within most of the amendment area is in the Trempealeau Group. Bedrock in the Trempealeau Formation is quartz sandstone, dolomitic siltstone, silty dolomite, and sandy dolomite, consists of two formations including the Jordan and underlying St. Lawrence Formations, which were combined as one mapping unit. Thickness is up to 75 feet, where not eroded. Bedrock in the northeastern and southeastern corners of the amendment area is in the Tunnel City Group. Bedrock in the Tunnel City Group is medium to very fine-grained quartz sandstone, locally very glauconitic, and consists of two formations including the Lone Rock and Mazomanie Formations. Thickness is up to 150 feet. According to WGNHS data, the depth to bedrock in the amendment area ranges from 103 to 139 feet, with the shallowest depths generally being in the northeastern portion of the

amendment area, and the deepest depths being in the east central portion of the amendment area (see **Map 8**).

As is common throughout much of the upper Midwest, karst features such as enlarged bedrock fractures are prevalent in the local dolomite uplands. Karst features including vertical fractures and conduits provide primary pathways for groundwater movement and can dramatically increase groundwater susceptibility when present. The location of karst features is difficult to predict, and the thickness and type of the overlying soil greatly affects how much water drains into them. Where clay soils are thick, infiltration rates are likely to be very low. However, where bedrock fractures are near the surface infiltration rates can be very high. This can also pose a concern for potential groundwater contamination if improperly managed. *WDNR Technical Standard 1001 – Wet Detention Pond* (2007) and *WDNR Technical Standard 1002 – Site Evaluation for Stormwater Infiltration* (2022) require field verification for areas of the development site considered suitable for stormwater management. This includes a site assessment for karst features in this area. If shallow karst features are found, adequate protection measures are required to address any potential for groundwater contamination.

Per Dane County ordinance, infiltration practices receiving runoff from source areas that contain impervious surfaces must be located to allow a separation distance of at least 5 feet between the infiltration system and the elevation of seasonal high groundwater, or the top of bedrock, along with certain soil filtering characteristics. However, there is no minimum separation distance for roofs draining to surface infiltration practices. Soil test pits are required as part of the stormwater management plan to ensure that infiltration practices are sited in locations that will not adversely affect groundwater quality.

Contamination

CARPC staff reviewed the DNR Remediation and Redevelopment Tracking System database ([link to database](#)) and Remediation and Redevelopment (RR) Sites Map ([link to map viewer](#)) for records of contamination within the amendment area. No records of investigation or cleanup activities were found.

Proposed Urban Services

Parks and Open Space

The proposed development includes six outlots dedicated to stormwater management (12.7 acres) and one small neighborhood park (0.6 acres). All stormwater areas are proposed for placement in Environmental Corridors (see **Map 2**).

Wastewater

Overview

Sanitary sewer service will be provided to the proposed development within the amendment area by connection to the Village of Oregon sanitary sewer collection and wastewater treatment system. Flows from the amendment area will be conveyed via 8-inch gravity sewer to a new, temporary lift station at the northeast corner of the site. In addition, a 10-inch gravity sewer will be extended towards the western side of the amendment area to facilitate sewer connection for future developments to the west and south. The lift station will pump flows south through the amendment area and discharge to existing sanitary sewer on Peterson Trail south of Netherwood Road (see **Map 9a**). Wastewater will flow south through 8-inch gravity sewer and discharge to 15-inch and 21-inch interceptor sewer on County Road CC. These interceptors will convey flows east and discharge to a 24-inch interceptor near the Oregon Branch, north of the intersection of County Road CC and Ash Street. Flows will continue east through 24-inch and 27-inch interceptor sewer and ultimately discharge to the Oregon Wastewater Treatment Facility.

Collection System

The proposed development within the amendment area consists of approximately 280 dwelling units contributing to wastewater flows. The remaining two parcels within the amendment area, each containing a single residential home, are not anticipated for redevelopment and will contribute negligible additional flows if/when they connect to public sewer. The Village estimates that the amendment area will generate an annual average of approximately 35,000 gallons per day (gpd) of wastewater, or 24.3 gallons per minute (gpm). This assumes an average wastewater generation rate of 50 gallons per capita per day (gpcd) and 2.5 people per dwelling unit. The Village estimates that the amendment area will generate a peak daily flow rate of approximately 140,000 gpd (0.14 MGD), or 97.2 gpm (0.22 cfs), utilizing a peaking factor of 4.0 for residential land uses. If assuming an average wastewater generation rate of 100 gpcd, the amendment area will generate an annual average of approximately 70,000 gpd (48.6 gpm) and peak daily flow rate of 280,000 (194.4 gpm).

The proposed 8-inch sanitary sewers within the amendment area are anticipated to have minimum capacities of 332 gpm, assuming a design slope of 0.40% (minimum allowable per NR 110), which will provide sufficient capacity for the anticipated peak flows from the amendment area. The temporary lift station is anticipated to pump all flows from the amendment area to existing 8-inch sewer in Peterson Trail south of Netherwood Rd at a rate of 160 gpm. To assess capacity of the existing wastewater collection system, the Village completed a Hydraflow analysis for the receiving sewers downstream of the Peterson Trail connection. Based on the results of this analysis, no downstream sewer is projected to receive

loading greater than 75% of its total capacity. The Village's application concluded that the existing downstream collection system has the capacity to serve the amendment area.

Based on the Village's application, the temporary lift station will be sized to serve the amendment area in addition to adjacent areas to the west and south, providing adequate capacity for the anticipated development. The Village anticipates future extension of the existing 15-inch interceptor sewer on Netherwood Road near Cusick Parkway to the lift station site; following the interceptor extension, the lift station will be removed. Further capacity calculations may be necessary to confirm that the downstream sewers have sufficient capacity to convey flows from the ultimate service area of the temporary lift station to the Oregon WWTF.

Lift station design is governed by NR 110 of Wisconsin Administrative Code, which requires several measures to prevent pump failure including installing standby pumping equipment and alarm systems. In the event of a sanitary sewer overflow, the Village is required to report to the Wisconsin Department of Natural Resources (DNR) all occurrences of overflows within 5 business days of the event, pursuant to NR 210.21(4)(b) of Wisconsin Administrative Code. In addition, all owners of collection systems are required to develop and implement a Capacity, Management, Operation and Maintenance Program ([CMOM](#)) per NR 210.23 of Wis. Adm. Code. Through the CMOM program, owners of collection systems are required to notify the public and other directly affected parties of overflow incidents.

Wastewater Treatment Facility

The Village of Oregon will provide wastewater treatment for the amendment area. The Oregon Wastewater Treatment Facility (WWTF) currently discharges treated effluent on the north bank of Oregon Branch of Badfish Creek, a quarter mile upstream of the Hwy 14 culvert, within the Oregon Branch subwatershed (Lower Rock River Basin). The rated monthly design flow capacity of the facility, according to annual reporting records, is 1.8 million gallons per day (MGD). In the year 2025, the facility received an average monthly influent hydraulic loading of 1.1 MGD (61% of the 1.8 MGD design capacity), including infiltration and inflow, according to the 2025 Compliance Maintenance Annual Report (CMAR) ([link to 2025 CMAR](#)). Based on the 2020 Facilities Plan for the Village of Oregon WWTF, the average daily flow is 1.32 MGD. With the addition of the amendment area (70,000 gpd, using a conservative wastewater generation rate of 100 gpcd) at full build-out, the Oregon WWTF may receive average daily flows up to approximately 1,390,000 gpd and will remain below the design average daily flow capacity of 1,800,000 gpd.

In recent years, the monthly loading has exceeded capacity at times. The Village of Oregon is growing steadily, and the Village recognizes that WWTF upgrades are needed. In July 2020, the Village's engineering consultant prepared a Facilities Planning Document report which

recommended maintenance and improvements to the existing WWTF. The planned improvements are intended to be completed in phases, with the first phase (Phase 0) having been implemented in 2020 and the final phase (Phase 3) planned for implementation in approximately 2035, or as dictated by peak flows. The Village's application confirms that planned improvements are in progress, stating that the Oregon WWTF is currently under construction for replacement of aging equipment and additional capacity improvements which will expand the rated capacity from 1.8 MGD to 8 MGD.

The facility's WPDES permit for wastewater effluent discharge to the Oregon Branch – Badfish Creek outfall was reissued on April 6, 2026. Limits from the previous WPDES permit remained in effect until May 1, 2026. According to the 2025 CMAR – during which the facility would have been subject to the previous WPDES permit limits – the Village did not have any issues meeting its permit limits for effluent discharge. Below is a summary of the major effluents reported on in the 2025 CMAR:

- The biochemical oxygen demand (BOD) effluent quality for 2025 was below the monthly average limit, with a monthly average of 7.8 mg/L (39% of the limit) and a maximum concentration of 13 mg/L (65% of the limit) for the months of April and May.
- The total suspended solids (TSS) effluent quality for 2025 was below the monthly average limit, with a monthly average of 5.8 mg/L (29% of the limit) and a maximum concentration of 10 mg/L (50% of the limit) for the month of April.
- The ammonia (NH₃) effluent quality for 2025 was below the monthly average limits (limits vary by month), with a monthly average of 0.3044 mg/L (0 – 23% of the limit) and a maximum concentration of 1.120 mg/L (11% of the limit) for the month of February.
- The phosphorus (P) effluent quality for 2025 was below the monthly average limit, with a monthly average of 0.42 mg/L (42% of the limit) and a maximum concentration of 0.604 mg/L (60% of the limit) for the month of August.

The WWTF discharges to a tributary of the Rock River, and thus the WPDES permit includes TSS and phosphorus limits to comply with the Total Maximum Daily Load developed for the Rock River Basin to protect and improve water quality. In the case of phosphorus, the future water quality-based effluent limit (WQBEL) has a six-month seasonal average limitation of 0.075 mg/L and a monthly average limitation of 0.225 mg/L, based on current in-stream phosphorus data. To meet the WQBEL for phosphorus, Oregon WWTF has been approved by the Wisconsin DNR to implement a watershed adaptive management approach (WAM) through participation in the Yahara Watershed Improvement Network (Yahara WINS) to

implement phosphorus reducing practices within the watershed ([link](#)). The adaptive management interim limitation for phosphorus is 0.6 mg/L, expressed as a six-month average (May through October and November through April), and went into effect beginning the period from May 1, 2023, through October 31, 2023. Based on the updated WPDES permit, the new adaptive management interim limit for the six-month average will reduce to 0.5 mg/L, effective May 1, 2026.

Water System

Overview

Water will be provided to the amendment area by connection to the Village's municipal water system. Oregon Municipal Water and Sewer Utility provides municipal water through a public water distribution system which includes approximately 333,000 lined feet of water main and four active high-capacity groundwater wells. The active wells have an average capacity of 850 to 1,000 gallons per minute (gpm). In total, the gross capacity of the municipal wells is approximately 3,550 gpm, or 5.11 million gallons per day (MGD). The firm capacity (with the largest well assumed to be out of service) is approximately 2,550 gpm, or 3.67 MGD. The Village has three ground-level reservoirs, two standpipes, and one elevated tank, with a combined storage capacity of 1.27 million gallons.

Water supply within the amendment area will be provided by 8-inch and 12-inch mains connecting to existing 8-inch water main near the intersection of Netherwood Road and Peterson Trail and to existing 12-inch water main south of Netherwood Rd near Nils Circle, respectively (see **Map 9a**). From the connections to existing water main at the south of the site, water main will be extended north and looped through the amendment area.

System Evaluation

According to the 2025 Annual Report to the Public Service Commission of Wisconsin ([link to 2025 Annual Report](#)), the Village pumped an average of 635 gpm, or 0.91 MGD, in 2025, which is approximately 25% of its firm pumping capacity. In 2025, the maximum amount pumped in any one day was 1,010 gpm, or 1.46 MGD. The Village's application reports that usage records since 2020 indicate average daily demand on the system at approximately 594 gpm, or 0.86 MGD, which is reasonably consistent with the Annual Report value. The Village's application also reports an average peak hourly demand of 2,307 gpm, or 3.3 MGD, based on usage records.

Water losses in the Village's distribution system were an average of 110,844 gpd, or 0.11 MGD, in 2025, which accounted for 12% of the net water supplied. Approximately 96% of this was due to unreported and background leakage, with the remaining due to reported leaks and other apparent losses. In 2025, there was 7 main breaks and 3 service breaks which were repaired. Water losses in the Village's distribution system were 7% in 2024 and 6% in 2023. The

Wisconsin Administrative Code PSC 185.85(4)(b) requires a utility with more than 1,000 customers to submit a water loss control plan to the Public Service Commission (PSC) if the utility reports its percentage of water losses exceeds 15%.

The proposed development consists of 280 dwelling units contributing to water demand. The two remaining parcels within the amendment area, each containing a single residential home, are not anticipated for redevelopment and will contribute negligible demand if/when they connect to public water. The Village anticipates the annual average daily water demand for the amendment area to be approximately 70,000 gallons per day, or 48.6 gpm. This assumes an average daily demand of approximately 100 gallons per capita per day (gpcd) and 2.5 persons per housing unit based on the Village's application. The estimated peak hourly demand is approximately 11,667 gallons/hour, or 194.4 gpm, based on a peak hourly demand factor (average daily to peak hourly) of 4 for residential land uses. Including the projected demand from the amendment area, the total average daily demand on the water system (635 gpm existing, based on 2025 PSC Annual Report) is anticipated to be approximately 685 gpm. The peak hourly demand (2,538 gpm existing, based on a peak hourly demand factor of 4) is anticipated to be 2,732 gpm. This is within the gross capacity of the system with all four wells running but does exceed the firm capacity. If the largest well is down, water from storage will be required to meet the peak hourly demands on the system (note: these calculations use a conservative peak hourly demand factor which results in an existing peak hourly demand greater than reported in the Village's application). Nonetheless, it is anticipated that the existing water supply system will support the additional demand from the proposed amendment area. The estimated average daily water demand from the amendment area represents an increase of approximately 8% of the current demands on the system.

Stormwater Management System

Overview

The amendment area is within the Oregon Branch (HUC 12) subwatershed (see **Map 5**). This area currently consists almost entirely of agricultural row crops and contains three rural residential home sites (see **Map 2** and **3**). A ridge in the northeast quadrant separates the internally draining Lake Barney watershed from the larger Oregon Branch watershed. Runoff northeast of this ridge flow northeast toward Cusick Parkway. Southwest of this ridge, most of the amendment area is relatively flat and contains numerous small, interconnected depressional areas which generally flow southwest or north off the site. Several of these depressions become hydraulically connected and function as a single larger storage area, overtopping Netherwood Road during the 25-year storm event and beyond, according to the application materials. The southwest flow ultimately makes its way northward toward Lake Barney. The northwest corner is steeper and flows northwest directly toward Lake Barney and the associated wetlands (see **Map 6**). The *Featherwood Trails Preliminary Stormwater*

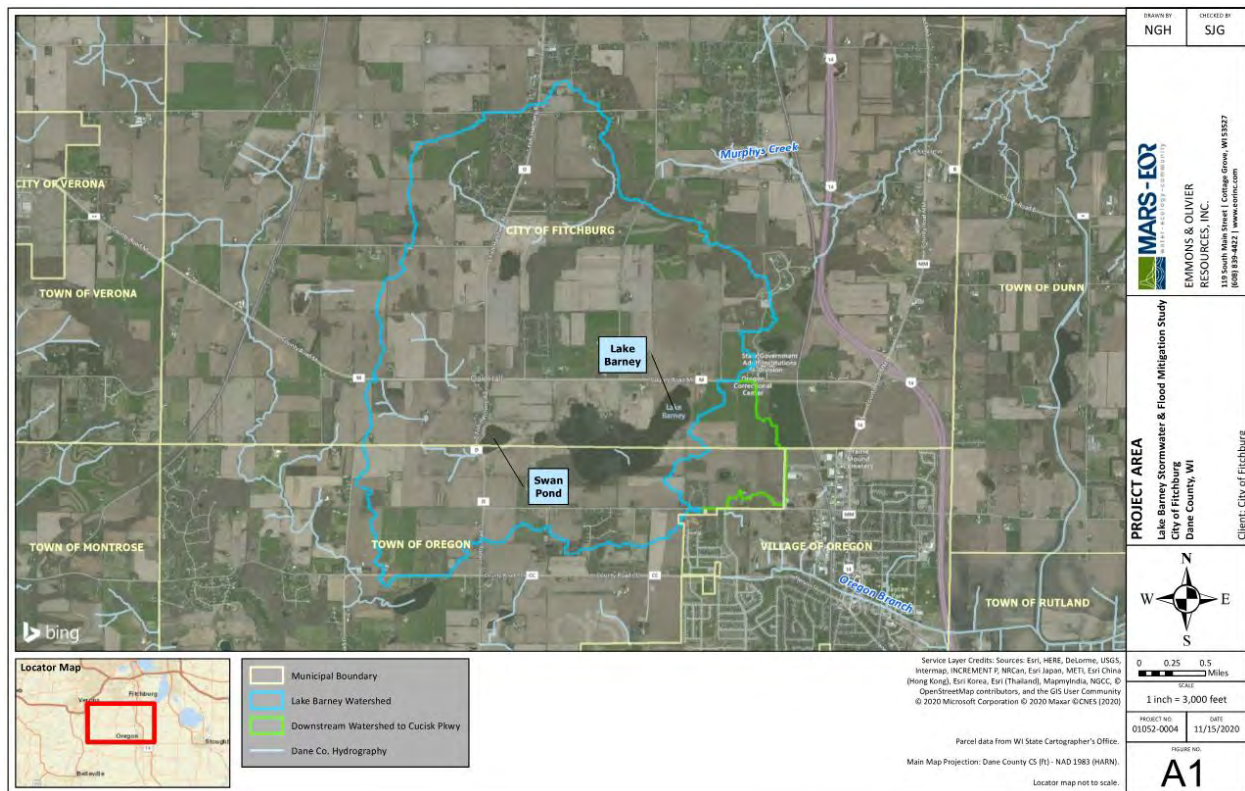


Figure 2. Lake Barney Watershed (EOR, 2021)

Concurrently, the Village of Oregon began developing alternatives for conveyance improvements to mitigate flooding downstream of Lake Barney within the Village near CTH CC/Jefferson Street and Netherwood Road. In 2025, the *CTH CC/Jefferson Street Existing Drainage Study*, prepared by AE2S, on behalf of the Village, outlined these alternatives. Based on the recent summary provided by the Village (see **Appendix B**), downstream conveyance alternatives were determined infeasible due to permitting, financial, and ecological impact considerations. Rather, the Village will focus on increased detention in the upland areas of the watershed as a long-term flood mitigation strategy.

The outlet elevation of Lake Barney is defined as approximately 947.3 ft and is located north of the amendment area, according to the Lake Barney Study (see **Figure 3**). The peak lake elevation recorded was almost 949 ft (EOR, 2021). Without downstream conveyance modifications, the lake and surrounding wetland complex will continue to function dynamically in response to precipitation. According to the [Wisconsin Initiative on Climate Change Impacts](#) (WICCI) projections, southern Wisconsin is projected to see increases in total precipitation and in the number of intense rainfall events. Proper planning and design are critical in such watersheds, such as setting the lowest openings of infrastructure and improvements at least 2 feet above this high-water elevation. The lowest existing ground elevation within the amendment area is approximately 950 ft, and the proposed development of 'Featherwood Trails' is well above this elevation.

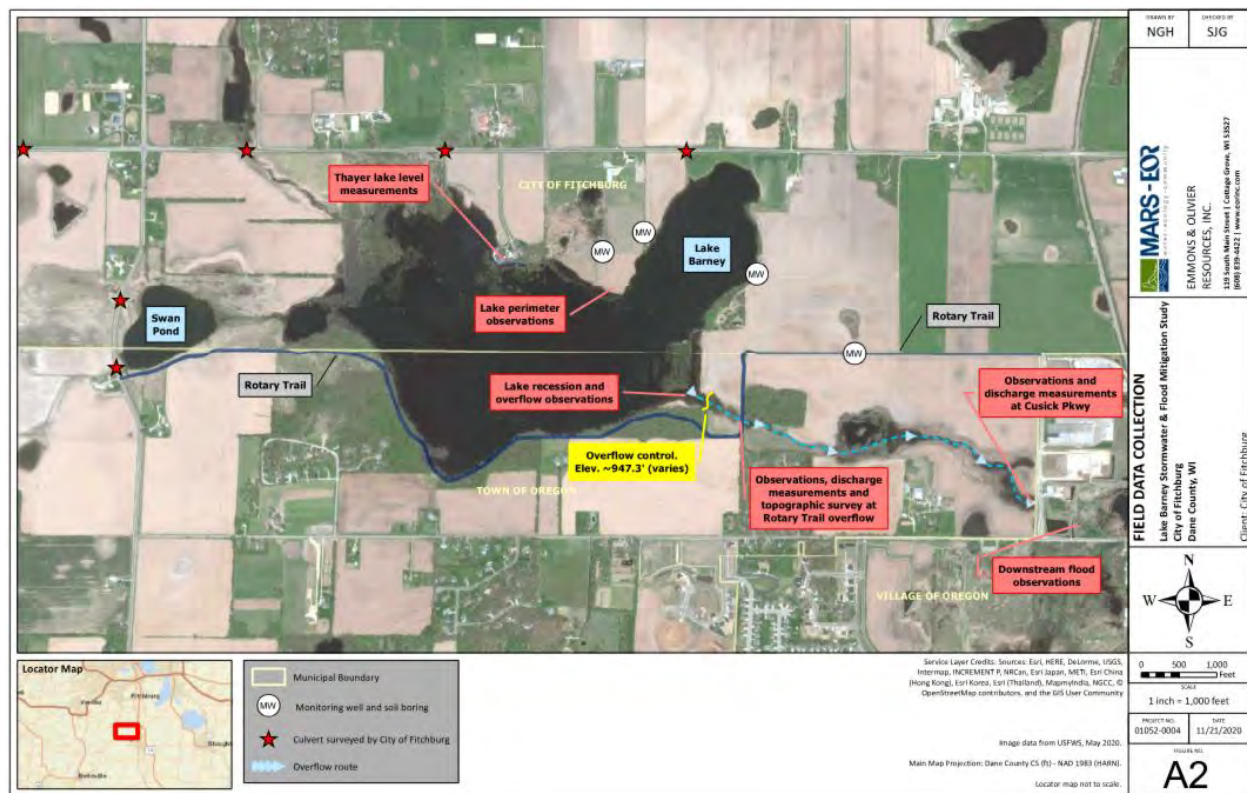


Figure 3. Lake Barney Field Data (MARS-EOR, 2021)

Proposed Stormwater Management Plan

The Village proposes stormwater management measures for the amendment area to meet, or exceed, applicable stormwater performance standards currently required by the State of Wisconsin, Dane County, and Village of Oregon. According to the Village's application, new development within the amendment areas will meet or *exceed* current stormwater regulations for peak rate control and attenuation, water quality (total suspended sediment, or TSS, reduction), and volume control through infiltration (or stay-on). Oil and grease control is not required given the density and type of development proposed (residential). The site is not within a thermally sensitive watershed.

A detailed stormwater management plan for the proposed 'Featherwood Trails' development site within the amendment area has been provided with this proposal. The concept provided in the application includes five stormwater areas across the plat (see **Map 9B**), utilizing a combination of wet detention and infiltration basins. In proposed conditions, the drainage divides will generally be maintained, except that a portion of the plat which currently drains to Netherwood Road prior to ultimately reaching Lake Barney will be routed directly to Lake Barney. This has no overall effect on the volume of water reaching the lake but may reduce localized flooding along Netherwood Road—modeling shows that the post-development elevation in the two depressional areas along Netherwood Rd are equal or lower than in the pre-development condition.

Since the development site is within a closed basin watershed, Dane County ordinance requires the site to achieve 90% stay-on of the predevelopment stay-on volume, without exceptions, as well as providing adequate storage capacity for back-to-back 100-year, 24-hour storms. The storage volume within depressional areas of a closed basin watershed, as defined by ordinance, must be modeled in pre-development conditions. The Village and development team have exceeded these requirements and aimed for 100% stay-on (achieving 99.9% based on modeling in the provided stormwater report), matching the predevelopment stay-on volume for the average annual rainfall series. Post-development peak rates are equal to or less than the predevelopment rates for each subwatershed within the development site for each design storm event through the 500-year event as well as the back-to-back, 100-year event. Additionally, the peak water elevations in the two localized closed basins to the south of the development site have been maintained or reduced. This exceeds current state, county, and local requirements and will help mitigate possible impacts to downstream properties and conveyances due to the proposed development.

The preliminary stormwater plan reports total suspended solids (TSS) reduction of nearly 97%, exceeding the required 80% reduction. Pretreatment of stormwater runoff for total suspended solids (TSS) and peak discharge rate attenuation is required prior to entering wetlands in accordance with NR 151 regulations, which requires 60% TSS removal for residential areas. Avoiding direct and secondary impacts to wetlands is also required, requiring that changes to wetland functional values be avoided in accordance with NR 103, which includes maintaining wetland hydrology.

In addition to treating runoff from the proposed development within stormwater basins, the development team have also committed to use of native vegetation within proposed stormwater outlots and within a rear-yard swale that runs along the rear of the proposed lots bordering Lake Barney (see **Figure 4**). This native vegetation will provide enhanced filtering and volume reduction benefits not apparent in the reported performance results on the stormwater management system.

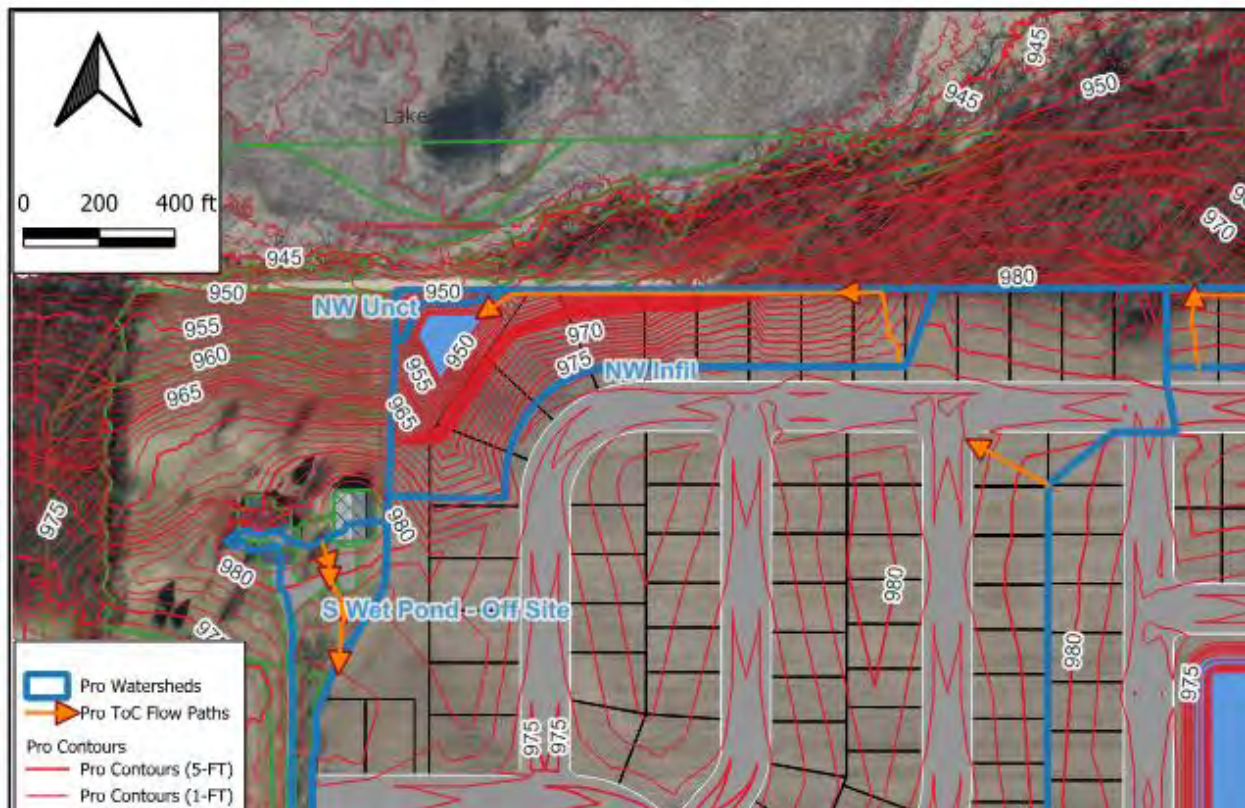


Figure 4. Conceptual grading and rear-yard swale (D'Onofrio, 2026)

Temporary stormwater management and erosion control using appropriate best management practices during construction will also be important, including appropriate phasing of ground disturbing activities to limit the amount of exposed soil. Depending on the extent of construction, a particular emphasis on limiting offsite transport of sediment from the construction area will be important to reduce any transport of sediment or nutrients from the existing site to the wetlands.

Plat-wide or regional stormwater facilities will be placed in outlots dedicated to the public and will be owned and managed by the Village, while any stormwater facilities privately owned and managed will be subject to a stormwater maintenance agreement to be recorded with the Register of Deeds. The intention is for all stormwater facilities to be dedicated to the public. Based on the recent summary provided by the Village, prior to dedication, the Village requires that facilities match the original design and meet all Village construction standards for restoration. The Village then integrates the facilities into their own facility maintenance plans and protocols. This includes appropriate vegetation management practices including mowing, prescribed burning, and routine inspections (see **Appendix C**).

NR 151.124(4)(a)2. and 811.12(5)(d) of the Wisc. Admin. Code includes separation requirements for potential contamination sources, including a 400-foot setback for infiltration basins from public wells and up to a 100-foot setback from private wells for certain stormwater facilities.

There are several private wells within or immediately adjacent to the amendment area, according to the Wisconsin DNR Well Inventory Viewer database ([link](#)). The final design of stormwater facilities will need to account for private (non-community) wells associated with the existing private wells and maintain proper setbacks in accordance with NR 812 regulations. Existing onsite private wells will need to be abandoned and sealed in accordance with applicable DNR and local requirements.

Performance Standards

A detailed stormwater management plan review and approval by state and local agencies is required prior to beginning any development construction. Additionally, conformance with the areawide water quality plan is required for any developments which extend or connect to the public sanitary sewer system. CARPC typically reviews for conformance as part of the sewer extension permitting process. The stormwater plan will be required to meet all stormwater management and performance standards applicable at the time of development, as well as any performance standards made a condition of DNR approval of this amendment request.

The Village of Oregon stormwater management and performance standards are contained within Chapter 22 of the Village of Oregon Code of Ordinances. Dane County stormwater standards are detailed within Dane County Code of Ordinances, Chapter 14. WDNR stormwater standards are within Administrative Code Chapters NR 151 and NR 216. Development within the amendment area will be required to follow the more protective requirements contained within the respective standards.

Impacts and Effects of Proposal

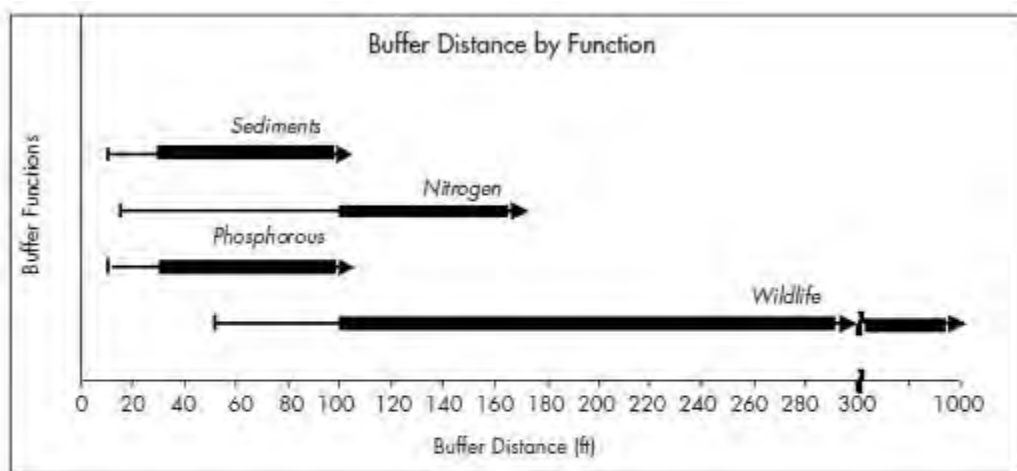
Environmental Corridors

The proposed amendment area includes a total of approximately 12.7 acres of Environmental Corridor, per the concepts provided with the application (see **Map 12**). This will include the proposed stormwater management areas in accordance with the Policies and Criteria for Environmental Corridors ([link to document](#)³) adopted in the *Dane County Water Quality Plan*. A small amount of what is proposed as Environmental Corridor also coincides with mapped Voluntary Environmental Corridor, as described below. Estimated Environmental Corridors are

³ The [current version](#) of the *Environmental Corridor Policies and Criteria* was adopted on August 31, 2026. The 'full scope' of the proposed 'Featherwood Trails' development was known prior to this update; therefore, this specific development is considered grandfathered and only subject to the [2008 version](#). Refer to [Resolution 2026-12](#) for details on the implementation schedule of the new policy.

required to be included in Environmental Corridors when those areas are added to the urban service area. Estimated Environmental Corridors include natural resource features such as the 1% annual chance floodplain, waterbodies, streams and wetlands, plus their required vegetative buffers, riparian steep slopes, existing public lands, parks, and conservancy areas, and existing stormwater management facilities. These areas are mapped based on regionally available information, such as the Wisconsin Wetland Inventory data. The required 75 ft vegetated buffer for the wetland complex associated with Lake Barney is mapped just outside of the amendment area, though additional environmental corridor associated with the public stormwater outlots will provide additional buffering.

The purpose of a vegetated buffer is to provide water quality and wildlife protection/habitat functions. The Policies and Criteria for Environmental Corridors require a minimum 75 ft vegetated buffer to be designated as Environmental Corridors. A 75 ft vegetated buffer is effective for sediment or phosphorus control but could be less effective where nitrogen control or wildlife habitat functions are desired (see **Figure 5** below). Applying a greater buffer to the wetland complex associated with Lake Barney would better protect existing wetland and wildlife resources.



Effective buffer distance for water quality and wildlife protection functions. The thin arrow represents the range of potentially effective buffer distances for each function as suggested in the science literature. The thick bar represents the buffer distances that may most effectively accomplish each function (30 - > 100 feet for sediment and phosphorous removal; 100 - > 160 feet for nitrogen removal; and 100 - > 300 feet for wildlife protection. Depending on the species and the habitat characteristics, effective buffer distances for wildlife protection may be either small or large.

Figure 5. Buffer Distances (Source: Planner's Guide to Wetland Buffers for Local Governments, Environmental Law Institute 2008)

The proposed amendment area includes 77 acres mapped as Voluntary Environmental Corridor. The vast majority of this is mapped because it is internally drained areas, being within the Lake Barney watershed; with the remainder mapped for potentially restorable wetlands and old growth woodlands. Of this total area, 12.3 acres are proposed to be designated as Environmental Corridor with this amendment (see **Map 12**). Voluntary

Environmental Corridors are natural resources that are not legally protected from development, but still provide important benefits to the region, and are advised to be considered for inclusion in Environmental Corridors, above the minimum requirements. This concept is described more in the [2050 Regional Development Framework](#) and is aimed at achieving the goal of conserving water resources and natural areas. The Voluntary Environmental Corridor recommendations include natural resource features such as the 0.2% annual chance floodplain, potentially restorable wetlands, internally drained areas, hydric soils, endangered and sensitive habitats, unique geological formations and glacial features, riparian steep slopes between 12%-20% in the driftless portion of the county, riparian wooded areas that contain high-quality woodlands, current/potential Ice Age Trail Corridor, and Natural Resource Area boundaries identified in the Dane County Parks and Open Space Plan.

Meeting Projected Demand

2026 CARPC projections estimate Oregon will add 6,300 people and 3,700 new dwelling units between 2020 and 2050. The amendment request would add 276 (net) dwelling units to the regional housing stock. The majority are single-family detached units (242) split between front-loaded access (124) and alley-loaded access (118). Additionally, the amendment request proposes 34 two-family units. Lot sizes range from 3,100 to 14,500 square feet (1/14 – 1/3 acre). Net density for the amendment would be approximately 7.7 units per acre.

Phasing

The amendment requested is under 100 acres and does not require a phasing plan broken down by 10-year increments. However, development in the requested amendment is anticipated to develop in multiple phases over the next 5 to 10 years.

Surface Water Impacts

Development creates impervious surfaces (e.g., streets, parking areas, and roofs) and typically alters the natural drainage system (e.g., natural swales are replaced by storm sewers). Without structural best management practices (e.g., detention basins and infiltration basins) this would result in significantly increased stormwater runoff rates and volumes, as well as reduced infiltration (i.e., groundwater recharge). Even when designing to current state and county requirements, development results in increased runoff volume and reduced infiltration volume. Without structural best management practices for erosion control, development would also cause substantial short-term soil erosion and off-site siltation from construction activities. Scientific research has well documented that without effective mitigation measures, the potential impacts of development on receiving water bodies can include the following:

- o Flashier stream flows (i.e., sudden higher peaks)
- o Increased frequency and duration of bank-full flows

- o Reduced groundwater recharge and stream base flow
- o Greater fluctuations in water levels in wetlands
- o Increased frequency, level (i.e., elevation), and duration of flooding
- o Additional nutrients and urban contaminants entering the receiving water bodies
- o Geomorphic changes in receiving streams and wetlands

Natural drainage systems attempt to adapt to the dominant flow conditions. In the absence of mitigation measures, the frequency of bank-full events often increases with urbanization, and the stream attempts to enlarge its cross section to reach a new equilibrium with the increased channel forming flows. Higher flow velocities and volumes increase the erosive force in a channel, which alters streambed and bank stability. This can result in channel incision, bank undercutting, increased bank erosion, and increased sediment transport. The results are often wider, straighter, sediment laden streams, greater water level fluctuations, loss of riparian cover, and degradation of shoreland and aquatic habitat.

Since 2002, there have been stormwater management standards in effect at the state, county, and local level to require stormwater management and erosion control plans and structural best management practices designed to address the impacts of development on water quality, runoff volumes, peak flows, water temperature, and groundwater recharge. In 2011, county and local standards for runoff volume control were increased beyond state standards to further address the potential stormwater impacts of development. Since 2010 many communities adopted even higher standards for volume control through their own ordinances or as part of USA amendment agreements. In 2017, State statute 281.33(6)(a)(1) was changed to limit the ability of local governments to provide more protective standards for runoff volume control through local ordinances making it more difficult to fully mitigate the effects of development on receiving waters. In 2021, Dane County adopted peak rate control requirements for the 200-year storm event in their ordinance as well as requirements for closed basins, which applies to all communities in Dane County.

The Village of Oregon proposes to mitigate the urban nonpoint source impacts of the proposed development by requiring the implementation of various stormwater best management practices that will be designed and constructed to meet, or *exceed*, current Dane County standards for pollutant reduction, runoff volumes, peak flows, water temperature, and groundwater recharge. The development team has also agreed to minor plat revisions which increase the size of public outlots containing native vegetation bordering Lake Barney, as well as utilizing native vegetation within conveyance swales which border the lake and associated wetlands. Such practices will help to address the potential water quality impacts of stormwater runoff from the proposed development on the receiving waters.

Regional partners are actively working to address chlorides through the [Wisconsin Salt Wise Partnership](#). WI Salt Wise's chloride reduction trainings are open to all municipal and private winter maintenance professionals in the region. Village of Oregon personnel have, and are encouraged to, to attend winter salt certification classes and training for winter road maintenance to stay current on the latest trainings.

Groundwater Impacts

Without effective mitigation practices which exceed state, county and local ordinance, converting natural areas to urban development shifts the ground/surface water balance in streams and wetlands from a groundwater-dominated system to one dominated more and more by surface water runoff. This can result in a reduction in baseflow to streams, which is crucial for maintaining stream flow between precipitation events. This can also result in subsequent reductions in stream quality and transitions to less desirable biological communities more tolerant to these impaired conditions.

Groundwater modeling using the 2016 Groundwater Flow Model for Dane County, developed by the WGNHS ([link to website](#)), indicates that the return of treated effluent from the wastewater treatment plant to the Oregon Branch effectively compensates for the loss of stream baseflow due to local groundwater withdrawals and has even resulted in an increase in baseflow since pre-settlement flow conditions (no pumping). Modeling shows that 2040 conditions will have a modest decline due to continued groundwater withdrawals. Modest decline compared to 2010 conditions is anticipated for the year 2040, according to modeling (see **Table 4**).

Table 4
Modeled Baseflow Results Due to Current and Anticipated
Future Municipal Well Water Withdrawals
 (All Municipal Wells)

Stream	No Pumping	2010	2040
Oregon Branch (downstream of USH 14 (FID 2487))	0.55 cfs	2.13 cfs	2.11 cfs

Source: Groundwater Flow Model for Dane County, developed by the WGNHS (2016 Modeling)

Generally, groundwater discharge occurs along the entire length of perennial streams and is the source of stream baseflow. The loss of baseflow from the cumulative effects of well water pumping and urbanization is a regional issue, beyond the boundaries of a single USA Amendment or even a single municipality. This issue is discussed along with potential

management options in the updated *Dane County Groundwater Protection Planning Framework* ([link to report](#)). Reducing per capita water demand and fully maintaining pre-development groundwater recharge by infiltrating stormwater runoff helps to replenish groundwater, maintain baseflow, and mitigate this impact. The regional groundwater model is a useful tool for evaluating different configurations and scenarios of municipal groundwater well withdrawals on these stream systems.

Public Participation Comments

During the public review period, CARPC received four (4) written comments from individuals and three (3) written comments from the Town of Oregon. The Village of Oregon also submitted a letter responding to the Town concerns. All are included in **Attachment C**.

A public hearing was held on the proposed amendment at the September 10, 2026, meeting of the Capital Area Regional Planning Commission. Representatives from the Village of Oregon, including the Village Director of Community Development, and the Village's planning consultant (Vandewalle) gave a presentation on the proposed amendment and spoke in favor of it. There were seven (7) registrants who spoke with concern about the amendment. Discussion among Commissioners followed. A recording of the public hearing is available as part of the video recording of the full Commission meeting on the CARPC Meetings webpage ([link](#)).

The following summarizes the main topics of commentary related to water quality raised by registrants from the public:

- Concern for impacts to Lake Barney and Swan Pond, and the associated wetlands.
- Concern for potential infiltration of lawn chemicals (pesticides, fertilizers, herbicides) near Swan Pond and associated wetlands, impacting a unique ecosystem with endangered and threatened bird species.
- Suggestion to slow development, reduce footprint, and establish a larger environmental corridor along Lake Barney and associated wetlands.
- Request for expanded wetland buffer up to 300' to better protect Swan Pond and Lake Barney.
- Concerns about downstream flooding impacts, referencing past flooding events.
- Concerns with permitting a sanitary lift station due to failure risks and maintenance costs; suggestion to use gravity sewer and delay lots needing lift station.
- Request for long-term maintenance plans for native vegetation and stormwater management areas, which addresses invasive species.
- Concerns about groundwater impacts from stormwater and potential contamination from sanitary lift station failure.

- Questions about how fluctuating water levels in Lake Barney and Swan Pond will be accounted for in planning.
- Concern for impacts from chlorides and hydraulic effects on local waterbodies.
- Discrepancies in application documents.

The following summarizes the main topics of commentary related to water quality raised by Commissioners:

- Clarifying questions.
- Support for increasing environmental corridor buffers from 75' up to 300'.
- Requests for detailed information on groundwater flow and stormwater pond maintenance policies.
- Inquiry into mapped 'potentially restorable wetlands' and inconsistencies with development plans (i.e., why are lots proposed overtop these areas).
- Suggestion to eliminate lots near Lake Barney to achieve greater environmental corridor buffer (up to 300') to protect fluctuating water levels and sensitive habitats.
- Suggested that agricultural land currently contributes more runoff than residential development; development expected to improve stormwater management.
- Concern that current stormwater management may not address chloride concentration impacts.
- Emphasis on long-term maintenance of stormwater ponds and native vegetation.
- Calls for adherence to or exceeding buffers based on environmental sensitivity.

Conclusions and Staff Water Quality Recommendations

There is sufficient existing treatment plant system capacity at the Oregon Wastewater Treatment Facility to serve the proposed amendment area. There is sufficient existing capacity in the collection system to serve the development.

The Village of Oregon proposes to mitigate the potential urban nonpoint source impacts of the proposed development on the receiving waters by requiring the implementation of stormwater best management practices that are designed and constructed to meet or exceed current standards for pollutant reduction, runoff volumes, peak flow rates, water temperature, and groundwater recharge. The Village is meeting or exceeding requirements within the adopted Policies and Criteria for Environmental Corridors, and has committed to use of native vegetation in swales and outlots bordering Lake Barney and the associated wetlands to provide additional ecosystem and water filtering benefits.

It is CARPC staff's opinion that the applicant has satisfactorily complied with the *Policies and Criteria for Sewer Service Area Amendments* adopted in the *Dane County Water Quality Plan* on April 8, 2026. Furthermore, it is CARPC staff's opinion that the proposed amendment,

through adherence to the enumerated conditions below and other applicable standards, is consistent with water quality standards contained in Wis. Stat. § 281.15. In addition to the existing state and local requirements, the Village of Oregon and development team have agreed to pursue additional measures for the amendment area to ensure consistency with water quality standards. Additional actions have also been recommended below to further improve water quality and environmental resource management, though these are not required for consistency with water quality standards.

State and Local Requirements

Among other applicable state and local requirements, development within the amendment area is required to meet the following:

1. Environmental Corridors shall be delineated to meet the Environmental Corridor Policies and Criteria adopted in the *Dane County Water Quality Plan* (those which are current at the time when the ‘full scope’ of the development proposal is known).
Note: The [current version](#) of the *Environmental Corridor Policies and Criteria* was adopted on August 31, 2026. The ‘full scope’ of the proposed ‘Featherwood Trails’ development was known prior to this update; therefore, this specific development is considered grandfathered and only subject to the [2008 version](#). Refer to [Resolution 2026-12](#) for details on the implementation schedule of the new policy.
2. Sediment and erosion control practices must be installed prior to other land disturbing activities. Infiltration practices must be protected from compaction and sedimentation during land disturbing activities.
3. Easements and perpetual legal maintenance agreements with the Village of Oregon to allow the Village to maintain stormwater management facilities if owners fail to do so are required for any facilities located on private property. Facilities dedicated to the Village shall be incorporated into the Village’s overall stormwater facility maintenance protocols and require vegetation management and stormwater facility inspections, as appropriate for the vegetation present and type of device.
4. Review and approval of stormwater management plan(s) for each development within the amendment area by Regional Planning Commission staff is required as part of the sewer extension review process. Stormwater management plan(s) shall meet or exceed all applicable standards required by Wisconsin DNR, Dane County, and Village of Oregon, including:
 - a. Post-development peak runoff rate control for the 1-, 2-, 10-, 100-, and 200-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates. In addition, peak runoff rate control is required

to limit the 10-year, 24-hour design storm to the pre-development level of the 2-year event, and the 100-year, 24-hour design storm to the pre-development level of the 10-year event, in accordance with Village Ordinance.

- b. Sediment control for the average annual rainfall period to reduce total suspended solids leaving the post-development site by at least 80%, as compared to no runoff management controls, with sediment control pretreatment occurring prior to infiltration as prescribed by WDNR Technical Guidance 1003 depending on the land use type.
- c. Post-development infiltration (stay-on) volume control to maintain at least 90% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period, without exception for sites determined to be within a closed basin watershed.
- d. Oil and grease control to treat the first one-half inch of runoff using the best available technology for commercial, institutional, and any other land uses where the potential for pollution by oil or grease exists.
- e. Minimize impacts to the hydrology of offsite wetlands and avoid significant changes to wetland functional values to meet requirements of NR 103.

Additional Agreements for the Amendment Area

The Village of Oregon and development team have agreed to the following measures for the amendment area:

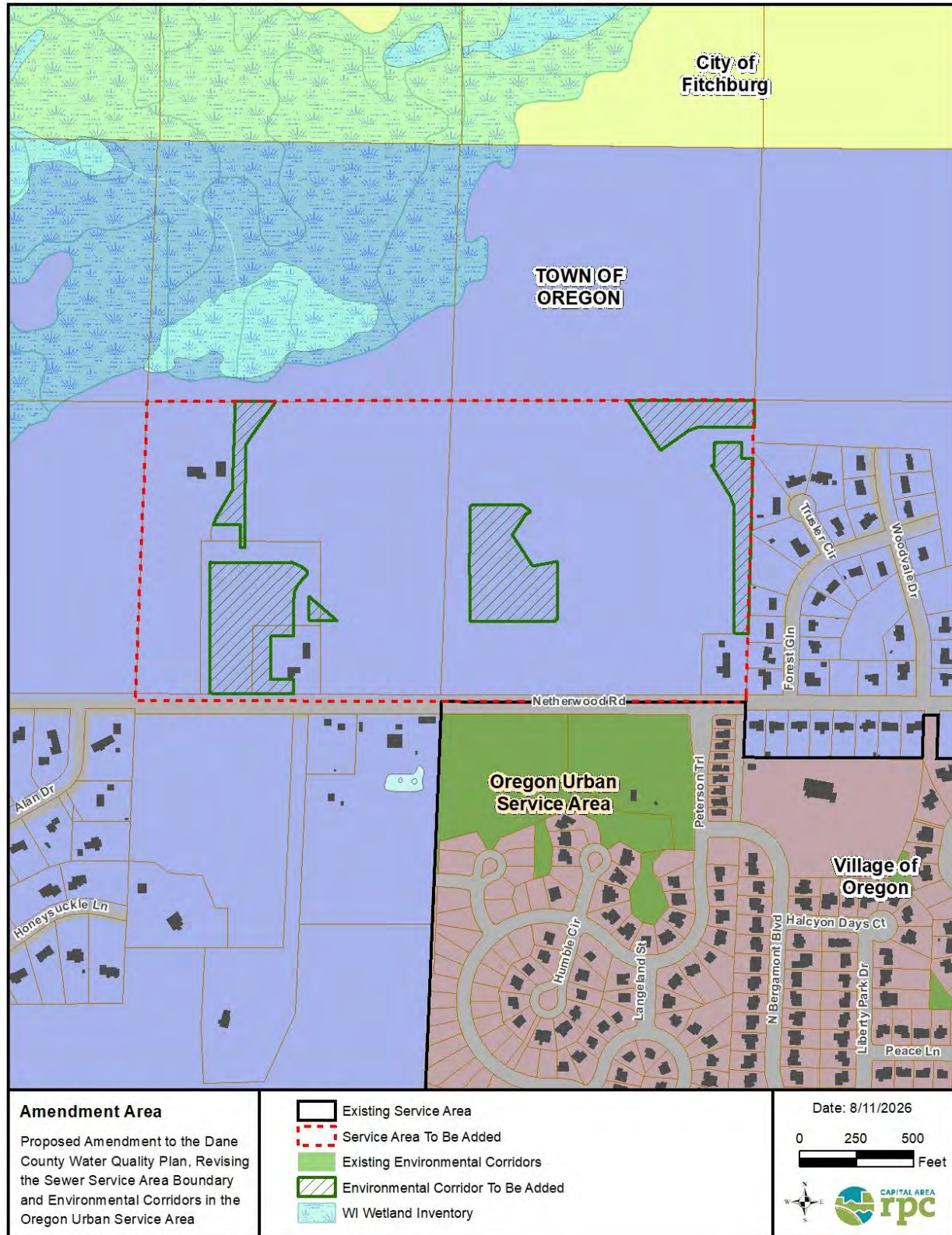
1. *Pursue* post-development infiltration (stay-on) volume control to maintain 100% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period.
2. *Pursue* post-development peak runoff rate control for the back-to-back, 100-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates.
3. Explore alternative lot configurations to reduce the depth of Lots 254-256 to approximately 100 feet in depth and correspondingly expand Outlot 15 (as numbered on Preliminary Plat), and require that Outlot 15 up to the bottom side of the proposed retaining wall along the rear of these lots (Lake Barney side) be established with native vegetation and contained within Environmental Corridor.
4. Require the establishment of native vegetation appropriate for the conditions along the proposed rear-yard drainage swale along, minimally, Lots 255-260 (as shown on Preliminary Plat).

Recommendations

It is recommended that the Village of Oregon and development team pursue the following to further improve water quality and environmental resource management:

1. Foster the responsible use of chlorides by encouraging public and private winter maintenance professionals to attend the winter salt certification classes offered by Wisconsin Salt Wise. Furthermore, coordinate with WI Salt Wise to provide educational materials annually to residents to inform them of appropriate salting practices to limit the quantity of chlorides being delivered to Lake Barney.
2. Provide educational resources, such as those available through [Ripple Effects](#) and [UW-Extension](#), to residents regarding proper lawncare techniques, including the proper use of lawn fertilizers and pesticides/herbicides to limit the amount of nutrients and chemicals being delivered to downstream water resources (Note: in accordance with Dane County Code of Ordinances, Chapter 80, the use of phosphorus-containing lawn fertilizers is prohibited unless a soil test shows it necessary or when used on new lawns in the first growing season).
3. Encourage the removal and control of invasives and the use of native flora in landscaping for all areas designated as Environmental Corridor, where appropriate for the intended use.
4. Request a formal Endangered Resources Review by the WDNR for potential impacts to endangered resources like rare plants, animals, and natural communities, and take necessary habitat protection measures if species are found (Note: a screening conducted by CARPC staff indicates possible presence of threatened resources).
5. Except where required due to performance or technical requirements, utilize erosion control products that contain natural jute or coir fibers instead of products containing plastic netting to reduce the amount of microplastics and chemicals migrating into soils and downstream water resources.

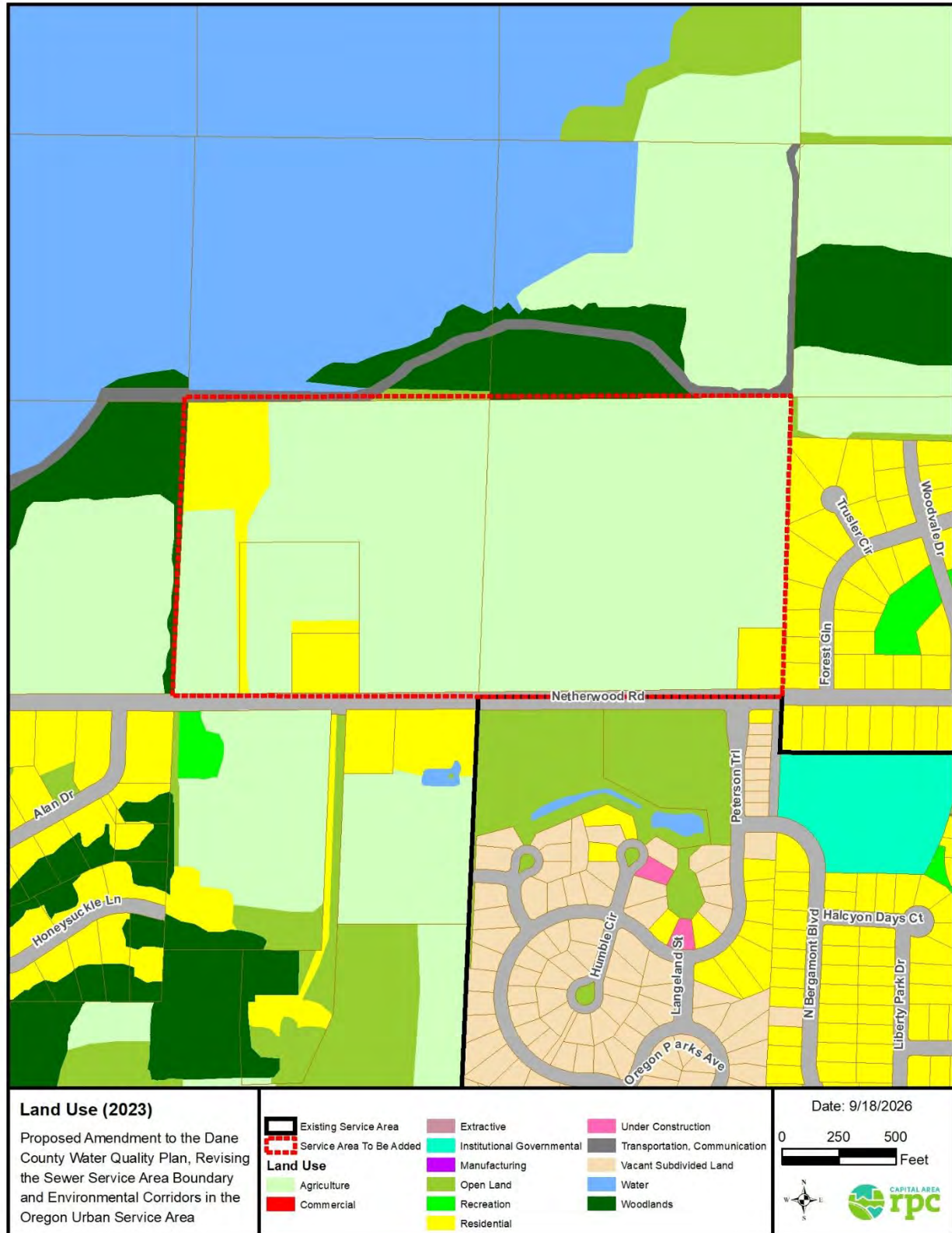
Map 1 - Amendment Area



Map 2 – Aerial



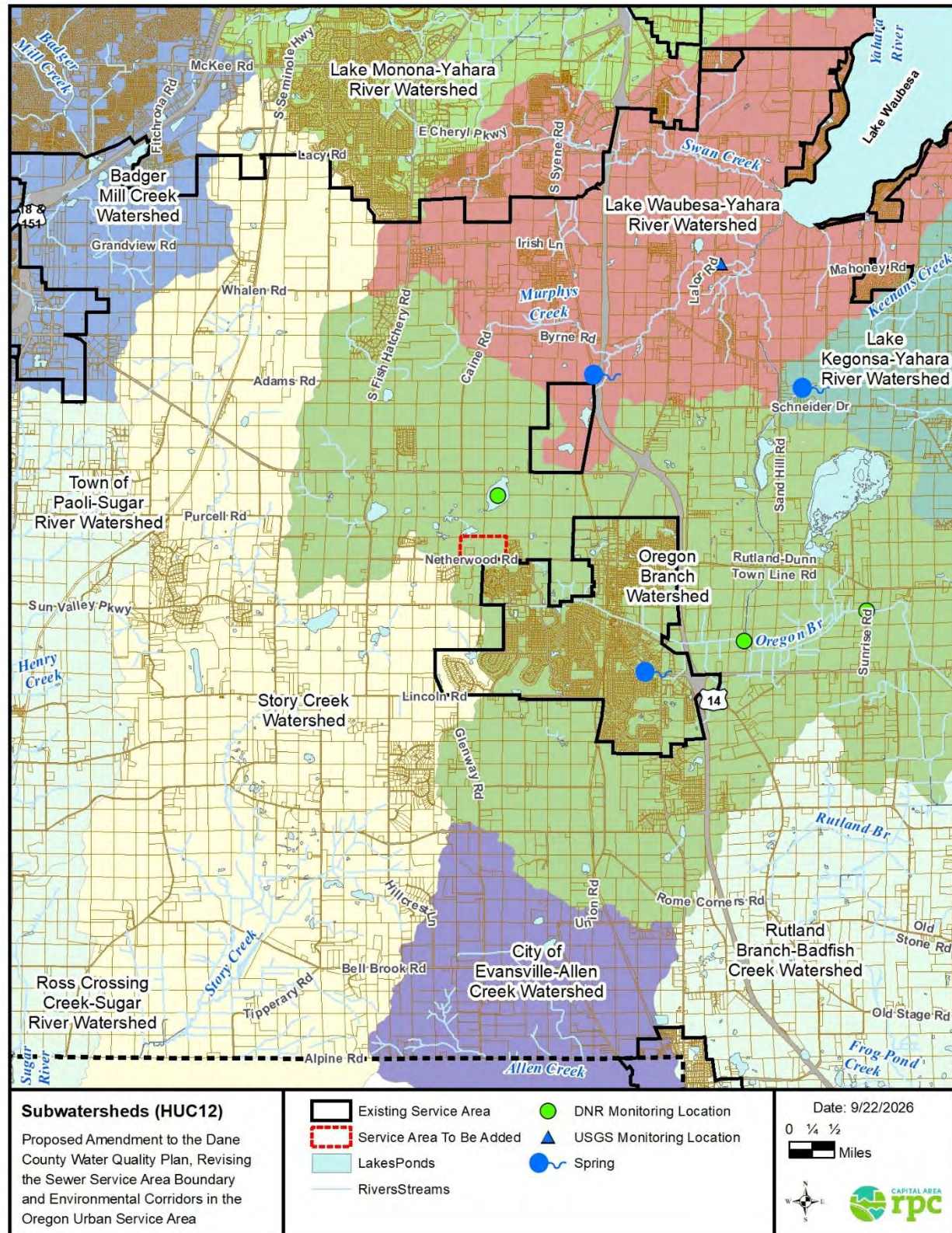
Map 3 – Existing Land Use



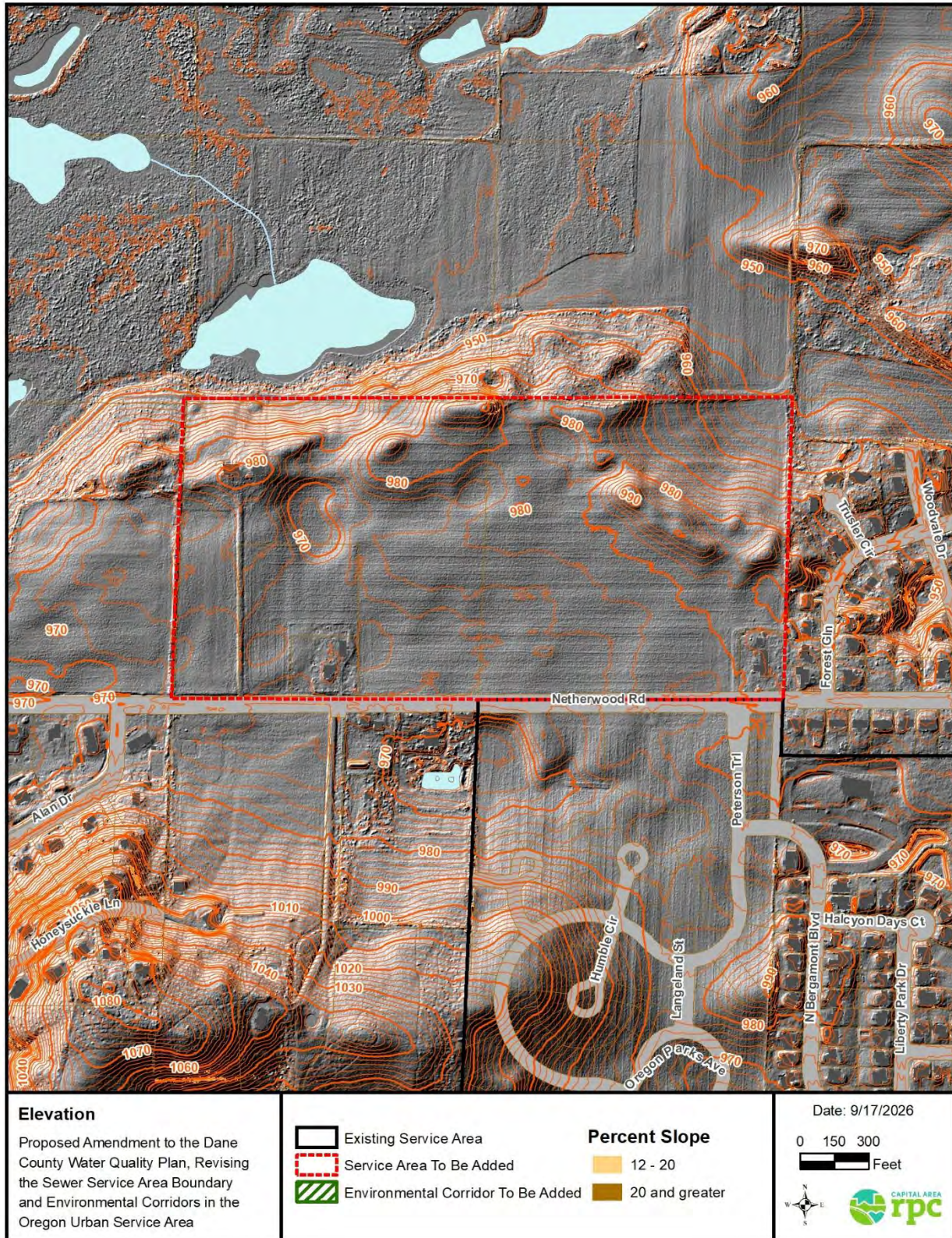
Map 4 – Planned Land Use



Map 5 – Subwatersheds



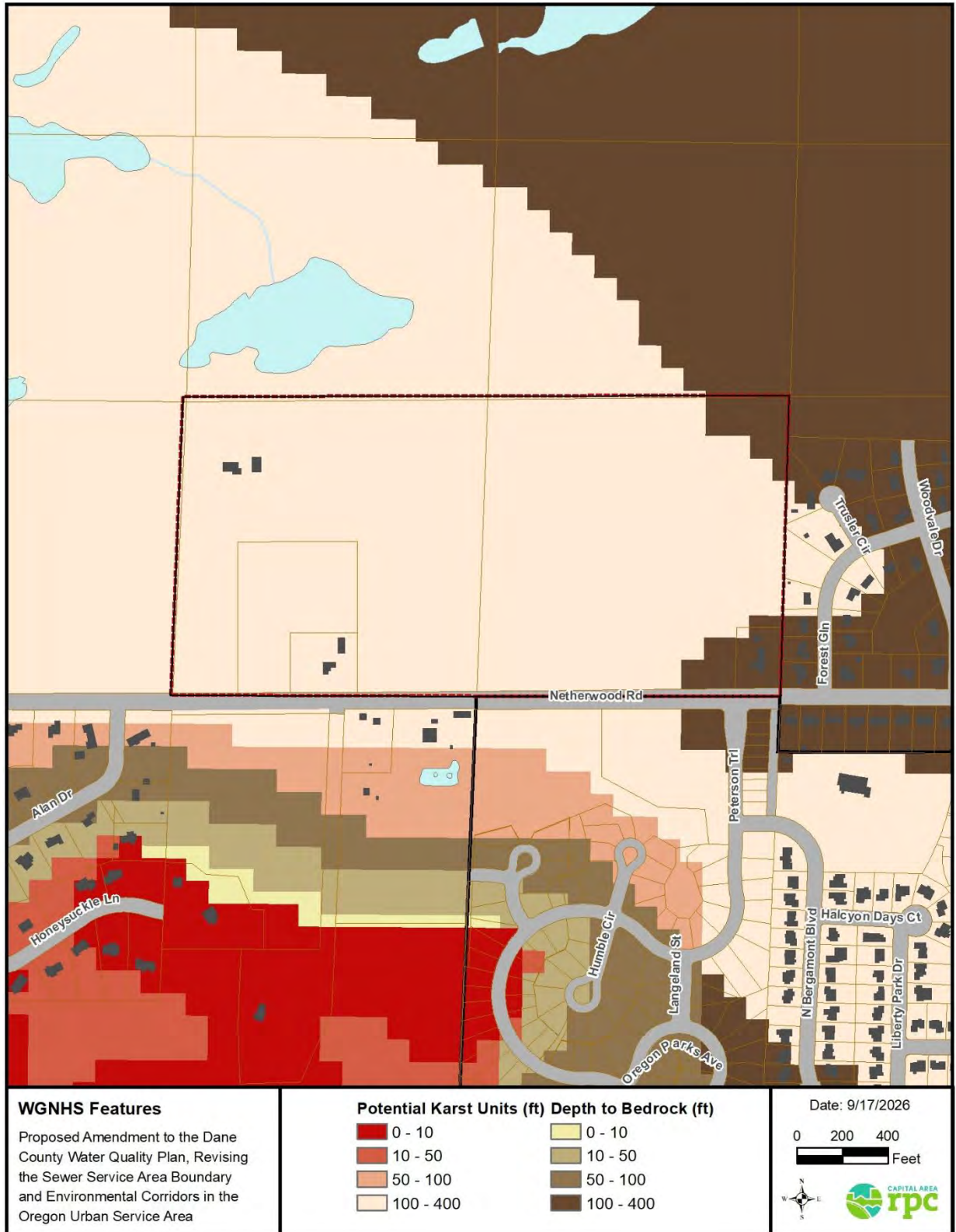
Map 6 – Elevations



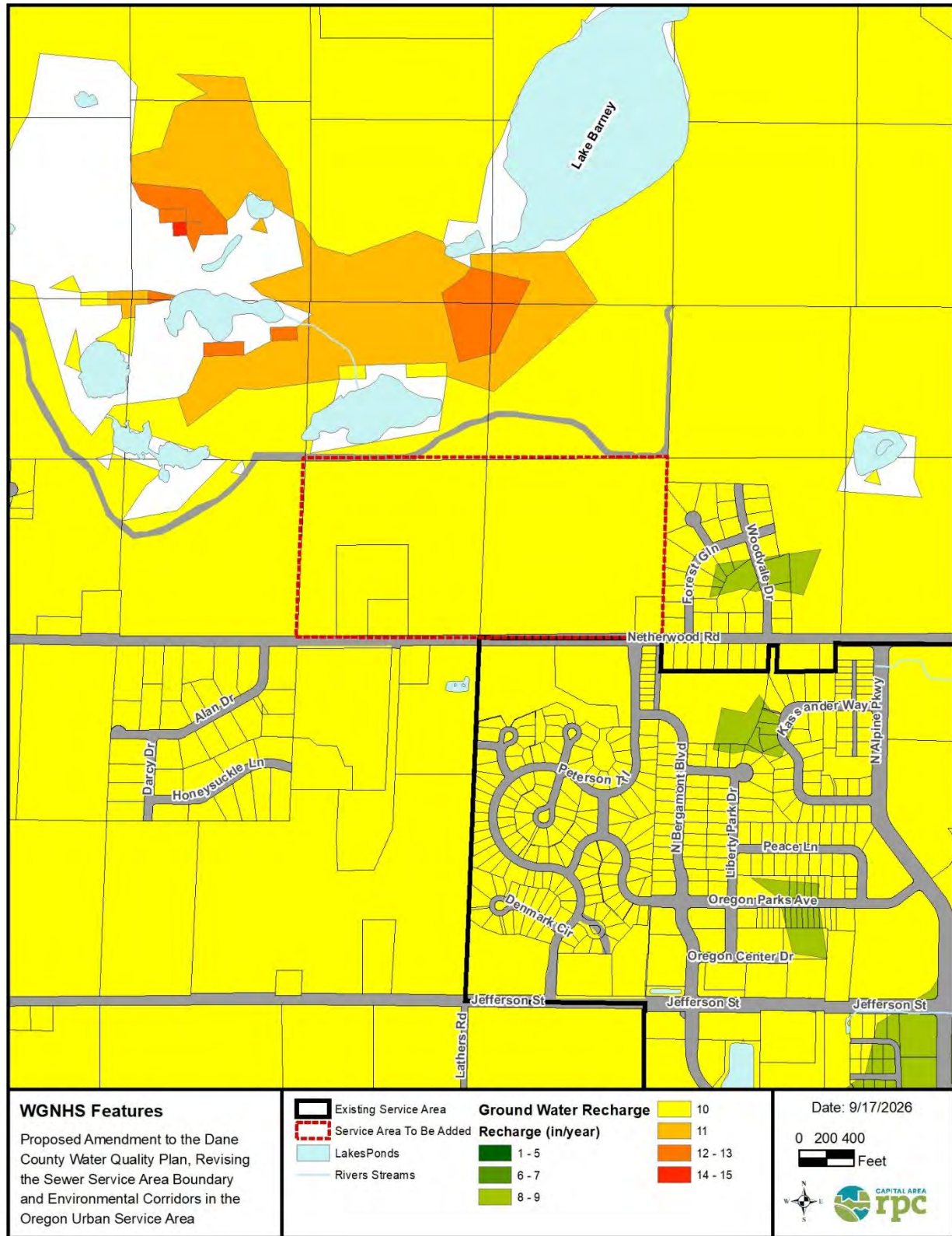
Map 7 - Soil Type



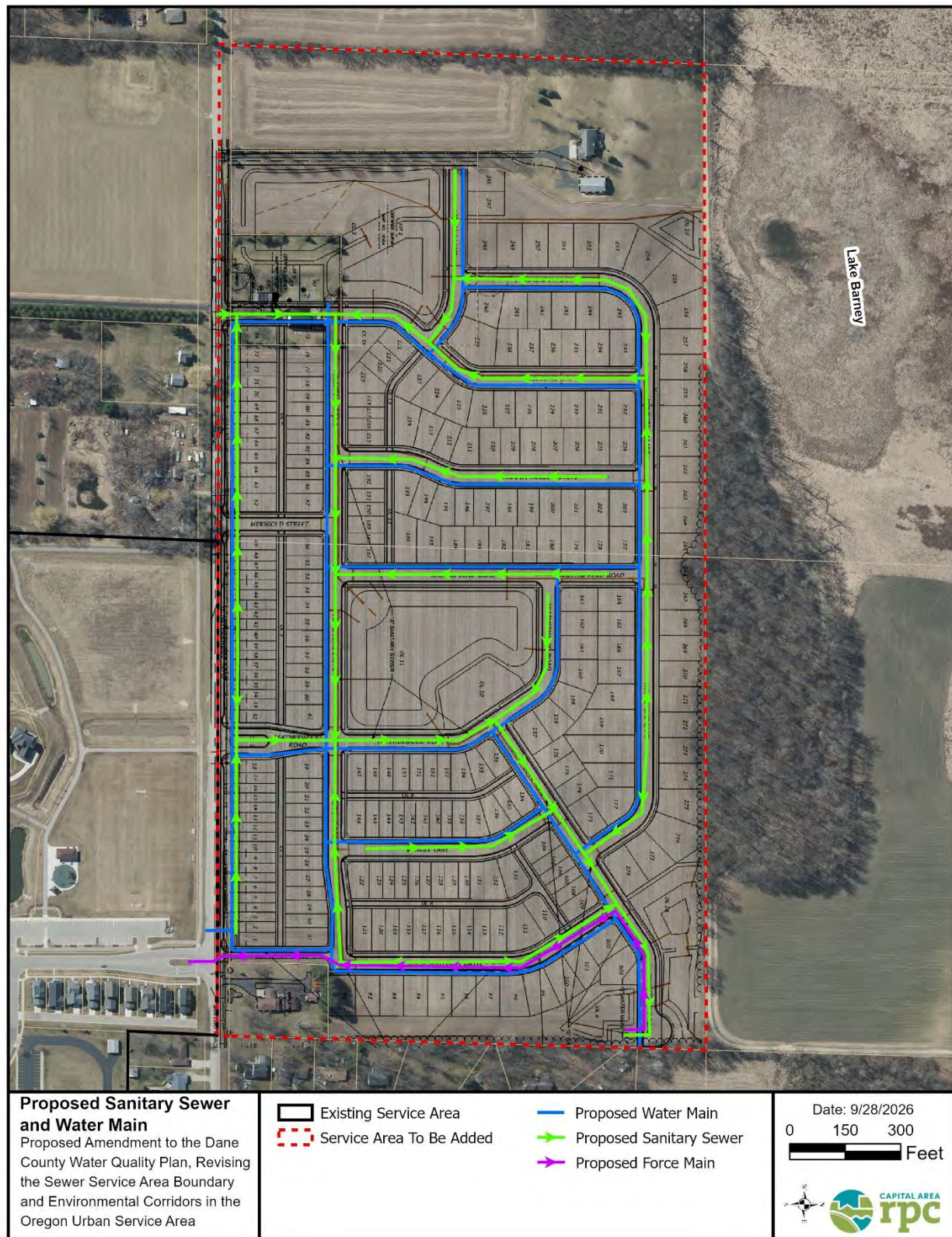
Map 8a – WGNHS Bedrock Depth



Map 8b – WGNHS Groundwater Recharge Rates



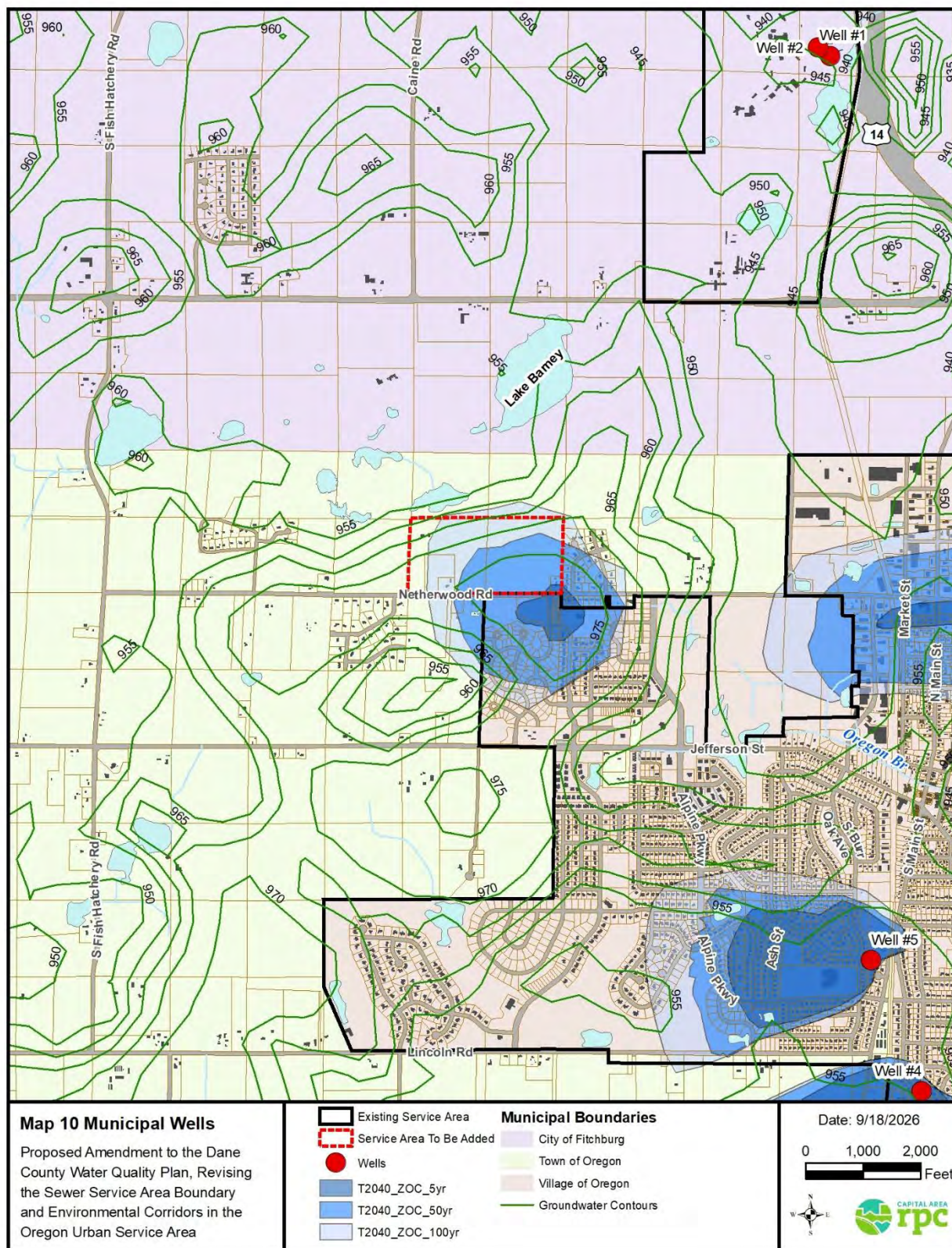
Map 9a – Proposed Sanitary Sewer & Water Main



Source: USA Amendment Application (D'Onofrio Kottke & Associates, 2026)

#2603 Oregon USA Amendment – “Featherwood Trails”

Map 10 – Municipal Wells

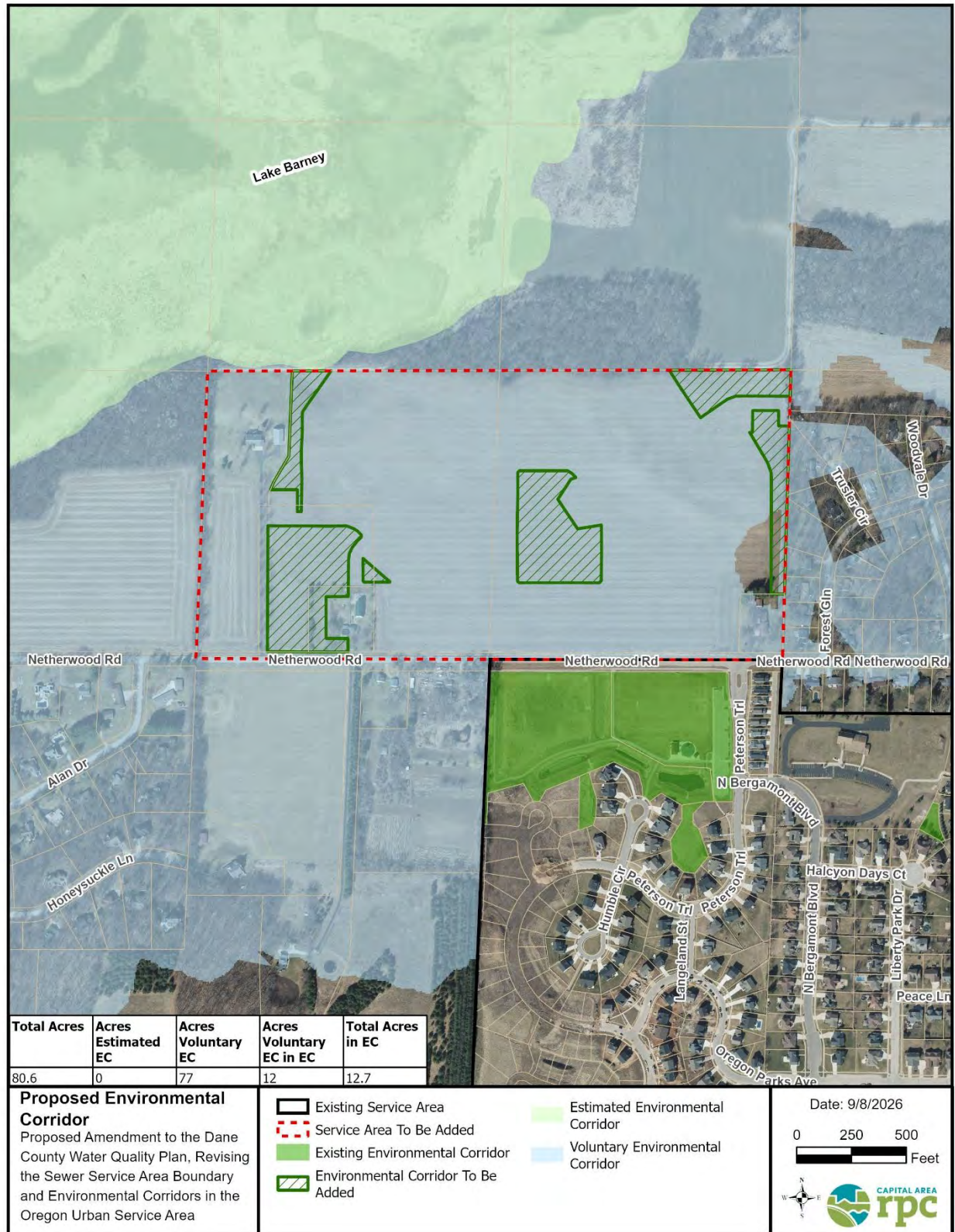


Map 11 – Wetland Delineation Map



Source: USA Amendment Application (Heartland, 2026)

Map 12 – Proposed Environmental Corridor



Attachment A – WHS Letter and Attached Image



June 26, 2026

Mr. Sean Higgins
Capital Area Regional Planning Commission
100 State St, Ste 400
Madison WI 53703-2573

RE: Proposed Amendments to Village of Oregon Urban Service Area

Dear Mr. Higgins:

No previously recorded archaeological sites have been recorded in the parcels delineated in the amendment, though the majority of the proposed Service Area has not been subjected to prior archaeological survey. As the northwest corner of the proposed Service Area addition is wetland-adjacent, we recommend that phase I archaeological survey be carried out in advance of any ground disturbance in this area. A recommended survey area is shown in blue on the attached image.

Under Wisconsin law, Native American burial mounds, unmarked burials, and all marked and unmarked cemeteries are protected from intentional disturbance. If anyone suspects that a Native American burial mound or an unmarked or marked burial is present in an area, the Wisconsin Historical Society should be notified.

If human bone is unearthed during any phase of a project, **all work must cease**, and the **local authorities must be contacted**. The police or sheriff will determine if the burial is a criminal matter or if it should be referred to the Wisconsin Historical Society at 1-800-342-7834 to be in compliance with Wis. Stat. § 157.70 which provides for the protection of all human burial sites. **Work cannot resume until the Wisconsin Historical Society gives permission.**

This letter does not constitute a Wisconsin Historical Society review for any project that may be governed by Federal or State Compliance laws, e.g. Section 106, Wis Stat. §44.40, Wis Stat. §66.1111, or Wis Stat. §157.70

If you have any questions, or if you need additional information, please feel free to contact me.

Sincerely;

Walker Good
Staff Archaeologist
State Archaeology and Maritime Preservation
608-264-6496
walker.good@wisconsinhistory.org

Collecting, Preserving and Sharing Stories Since 1846
816 State Street Madison, Wisconsin 53706
wisconsinhistory.org



Attachment B1 – Lake Barney/Netherwood Rd Flooding History

Lake Barney/Netherwood Rd Flooding History

Between 2013 – 2020, Dane County experienced sequential years with higher-than-average precipitation totals. As a result, between 2018 – 2020, water levels in Lake Barney remained consistently near or at historic highs (see 2021 Lake Barney Stormwater Management Study). Also in 2018, Dane County experienced several unusually large (high precipitation amount and intensity) individual storm events. In Oregon, several of these events, coupled with the high starting water elevation in the upstream Lake Barney, caused overtopping of Netherwood Rd near its intersection with Cusick Pkwy. Each overtopping event caused the Village of Oregon to close Netherwood Rd for days to weeks to allow the water level to recede. While these closures were necessary to protect drivers and infrastructure, they caused significant inconvenience to Oregon residents.

Following the 2018 overtopping events, Village Public Works staff developed ideas to prevent similarly wet conditions from causing future flooding in this area. Staff identified that the two general options available to mitigate flooding at this corner were runoff detention and increased conveyance. The first option, detention, would have required the construction of a large regional pond at the Netherwood/Cusick intersection. As no suitably sized and situated area was available to the Village, this option was removed from consideration at the time.

The second option, increased conveyance, was considered more feasible. Village staff and consulting engineers proposed a two-step solution to the flooding at Netherwood:

- 1) Convey Lake Barney overflow from the field on the northwest corner of the Netherwood/Cusick intersection (where it collects in a local depression) to Lerner Conservation Park, located on the south side of Netherwood Rd. This would be accomplished via the following steps:
 - a. Installation of culverts under Cusick Pkwy to convey water from west to east of that road,
 - b. Construction of a storm sewer or open-channel bypass around the existing detention basin on the northeast corner of the Netherwood/Cusick intersection, and
 - c. Upsizing of the existing culvert at the low point in Netherwood Rd to allow the bypassed runoff to pass from north of Netherwood south to Lerner Conservation Park.
- 2) Convey runoff through Lerner Conservation Park via an open channel and/or underground storm sewer to the Oregon tributary to Badfish Creek, which runs east from the southeast corner of Lerner Conservation Park.

Village staff worked with consulting engineers to develop preliminary plans for both of the conveyance projects outlined above, and provided those plans to the Wisconsin DNR for

consideration. The DNR expressed concerns regarding the second project (conveyance through Lerner Conservation Park). More specifically, the DNR noted that they were concerned about potential of an unlined open channel to artificially increase drainage of the Lerner wetlands, endangering their delicate ecology. The DNR advised that, due to that, an unlined open channel would likely be not be permitted in this area.

The DNR advised staff that an underground storm sewer pipe, or even a open channel, might be more easily permitted. However, both the DNR and the Village acknowledged potential issues with those options. First, an underground storm sewer pipe would need to be very large to capture runoff from major events, and its capacity could be exceeded in certain Lake Barney water level/precipitation amount and intensity situations. Second, construction of a storm sewer pipe or a lined channel would be very disruptive to the surrounding wetlands, and could potentially require significant wetland mitigation or the purchase of credits. Third, increasing conveyance capacity through this stretch of the drainage system raised the risk of exacerbating downstream flooding along the Jefferson St corridor. Lastly, due to the size of Lerner Conservation Park and the complexities described earlier, design, permitting and construction of either of these options would likely be prohibitively time-consuming and expensive.

While the Village continued to discuss potential options to address the issues listed above, staff ultimately decided that the associated risks (financial, ecological, and safety) outweighed the potential benefits. In 2026, both the Cusick Pkwy and the Lerner Conservation Park conveyance projects were removed from the Village's 2027 – 2036 Capital Improvement Plan.

Due to the infeasibility of increased conveyance, the Village has re-focused on increased detention as the better long-term flood mitigation strategy in this area. The Village's 2023 Comprehensive Plan (Map 5a – Future Land Use – ETJ Extent) identified a significant Park and Open Space corridor throughout the currently undeveloped parcels northwest of the Netherwood/Cusick intersection. It is likely that a significant amount of this area would be used primarily for stormwater management. Additionally, the Village's Conservation Parks Master Plan (2025) specifically identifies stormwater management as a focus for future improvement projects in the Lerner/Keller Alpine/West Side Conservation Parks complex. The Village considers this area a high priority for increased stormwater management, and continues to monitor it closely for any potential opportunities.

[Prepared by Village of Oregon, Sept 2026 at the request of CARPC Staff]

Attachment B2 – Village of Oregon Stormwater Maintenance

Stormwater Facility Maintenance

Performance standards for stormwater management facilities in the Village of Oregon are set by Chapter 22 of the Village's Municipal Code. This Chapter is based on and builds on Dane County's erosion control and stormwater management requirements. In subdivisions similar in scope to the proposed Featherwood Trails development, the Village of Oregon would generally require the developer to construct all stormwater management facilities to plan, and then dedicated them to the Village after 80% build out in each facility's contributing area has occurred. Due to the pace of construction, acceptance generally occurs approximately 2-3 years after completion of pond construction. In the interim period, the developer is required to maintain the stormwater management facility, and prior to dedication, the Village requires that the facility match the original design and meet all Village construction standards for restoration. As such, upon dedication, stormwater management facilities are well-restored with healthy and robust vegetation in place.

Following acceptance, the Village integrates each stormwater management facility into its overall facility maintenance plans. An appropriate mowing schedule is selected for the facility based on vegetation type, secondary land use (i.e. passive walking trails), location/accessibility to residents, and any other distinct characteristics of the facility. Facility outlets are examined routinely throughout the year to ensure that the facility is draining as intended.

In addition to mowing, Village Public Works has also been working with the Oregon Area Fire and EMS District to develop a controlled burning program for select Village facilities, particularly those vegetated with native plantings that respond well to burning. The Village anticipates that, based on Veridian's stated landscaping plans, the Featherwood Trails development's stormwater management facilities will be evaluated and potentially integrated into the Village's burning program.

[Prepared by Village of Oregon, Sept 2026 at the request of CARPC Staff]

Attachment C – Public Comments Received

July 16, 2026 – Town of Oregon

Re: Village of Oregon- Urban Service Area Amendment (USAA)- Jenkins/Conner Property for proposed Veridian neighborhood

From Jennifer Hanson <jhanson@townoforegonwi.gov>

Date Thu 7/16/2026 2:42 PM

To Prachi Mehendale <PrachiM@capitalarearpc.org>; Jason Valerius, CARPC <jasonv@capitalarearpc.org>

Cc Sean Higgins <seanh@capitalarearpc.org>; Stephanie Goth <sgoth@townoforegonwi.gov>; Carl Walser <cwalsen@townoforegonwi.gov>; Katherine A. (Katie) Jens <kjens@murphydesmond.com>; William E. Morgan <wmorgan@murphydesmond.com>

Hi Prachi,

Thank you.

Can CARPC provide the Town with information regarding the potential impacts of the proposed development on adjoining Town properties? Specifically:

- Private septic systems.
- Private wells, including whether a hydrogeologic analysis has been completed to evaluate potential impacts.
- Whether the developer has evaluated potential impacts to neighboring septic drain fields.
- Stormwater runoff, including whether the stormwater management plan will ensure there is no increase in runoff to adjoining Town properties.
- Grading and drainage, including whether the Village has provided an analysis comparing existing and proposed drainage patterns affecting neighboring properties.
- Whether construction dewatering will occur and, if so, what measures are proposed to protect nearby private wells.

Thank you for your assistance. We appreciate any information you can provide.

Jennifer

July 20, 2026 – Town of Oregon

Re: Village of Oregon- Urban Service Area Amendment (USAA)- Jenkins/Conner Property for proposed Veridian neighborhood

From Jennifer Hanson <jhanson@townoforegonwi.gov>

Date Mon 7/20/2026 7:09 PM

To Nick Bower <nickb@capitalarearpc.org>

Cc Stephanie Goth <sgoth@townoforegonwi.gov>; Carl Walser <cwalsen@townoforegonwi.gov>; Katherine A. (Katie) Jens <kjens@murphydesmond.com>; William E. Morgan <wmorgan@murphydesmond.com>; Jason Valerius, CARPC <jasonv@capitalarearpc.org>; Prachi Mehendale <PrachiM@capitalarearpc.org>; Renee Lauber <lauberconsulting@gmail.com>

 3 attachments (583 KB)

2019 Press Release - Netherwood Road Planned Closures.pdf; Netherwood Road - Town-Village Portions.pdf; Netherwood Road Tim Flooding.pdf;

Hi Nick,

In addition to the Town's concerns on behalf of nearby property owners, we are also concerned about the potential impacts this development could have on Netherwood Road and the surrounding drainage system.

In 2019, the Town paid approximately \$14,000 to pump floodwater from Netherwood Road because the Town retains ownership of one-half of the roadway in the area where flooding occurred. Given that history, we are concerned that changes in stormwater runoff associated with this development could increase flooding or result in additional maintenance and repair costs for the Town.

Without the opportunity to work with the Village and the developer during the planning process, the Town has had limited ability to understand the proposed stormwater management design or evaluate its potential impacts. This leaves the Town in the position of potentially bearing future costs without having had meaningful input into the project's design.

The proximity of the development to Lake Barney also raises additional questions regarding stormwater management and downstream impacts. During past flooding events, a nearby Town resident, John Brown, experienced significant flooding, illustrating the area's existing drainage challenges. Additional background is available in the following article:

https://www.wkow.com/news/lake-barney-flooding-and-high-groundwater-impact-locals-as-officials-struggle-to-find-solutions/article_fd71585b-146f-5920-b204-96fd61a52393.html

https://www.fitchburgstar.com/news/solutions-still-wait-on-lake-barney-flooding/article_ad871daa-e4b4-55f8-a378-08a66f5a7102.html

https://www.fitchburgstar.com/archives/9-flooding-problems/article_85e91082-f09d-5a91-ae24-8b5c0f3ecb82.html

For additional background information, please see the City of Fitchburg's Lake Barney Study:

<https://www.fitchburgwi.gov/2688/Lake-Barney-Study>

To help address these concerns, the Town respectfully requests that the developer demonstrate that the project will not increase flooding on Town roads or adversely affect Lake Barney under both typical design storm events and larger rainfall events.

To assist in that review, the Town would appreciate access to the following information:

- Stormwater management report.
- Drainage maps showing pre- and post-development runoff.
- Hydraulic and hydrologic modeling.
- Floodplain and wetland mapping.
- Culvert capacity analysis, including downstream impacts to Netherwood Road.
- Long-term operation and maintenance plan for stormwater management facilities.

Our goal is to better understand the potential impacts of the project and work collaboratively to ensure the development does not create unintended consequences for the Town or its residents. Without meaningful collaboration and access to the supporting technical information, the Town may need to retain outside engineering and stormwater experts to independently review the application materials.

Thank you for your consideration.

Jennifer

9. Discussion and possible Approval re: Netherwood Road water issue and associated cost.
Jeff Rau, Village of Oregon Director of Public Works, appeared to explain the water issue and associated cost for Netherwood Road. There have been two significant incidents in March and September 2019. The heavy rains have caused Lake Barney to overflow onto the Department of Correction property run through the Keller farm property and onto Netherwood Road. In March 2019 there was water 200 feet across that was 2-3 inches deep. The village rented a pump and suction piping to remove the water from the north side to the south side of the road. The water will eventually end up in the Oregon branch of the Badfish Creek. The cost of the pump rental the first time was \$10,500 and the second time was \$8,800 without labor or fuel. The village decided to purchase a pump and suction hosing for \$85,000. Mr. Rau created a conservative low estimate for the pumping costs with \$9,000 in labor and fuel. A 50% split between the town and village at a total cost of \$28,000 or \$14,000 per municipality. The village is working with their engineers to reduce or eliminate this problem in the future. A few steps being considered are to extend the drainage channel, the improvement of the culvert, new outlet structure and improving the culvert on Netherwood Road. Mr. Rau apologized for the breakdown in communication. **Motion made by Van Kampen and seconded by Christensen to approve \$14,000 toward the cost of pumping the water off Netherwood Road. Motion carried 5-0.**
10. Discussion and possible Approval re: 2020 Town Budget.
Motion made by Van Kampen and seconded by Root to approve 2020 Town Budget. Motion carried 5-0.
11. Discussion possible Action re: Change in the 2019 OAFED CIP Plan.
Van Kampen explained there is \$20,000 left in the 2019 CIP (Capital Improvement Plan) because the fire department received a \$31,000 grant from Firehouse Subs. The chief would like to use the \$20,000 to purchase a rescue package (air bags and related equipment). The town contributes 20% of the \$20,000. **Motion made by Van Kampen and seconded by Christensen to approve change in the 2019 OAFED Capital Improvement Plan. Motion carried 5-0.**
12. Set date of 2020 Caucus (possible Tuesday, January 7, 2020 proceeding town board meeting).
The town board set the Caucus for Tuesday, January 7, 2020 at 6:00 p.m.
13. Set date of Employee Evaluation Discussion.
The town board set the closed session for employee evaluation discussion for Tuesday, December 10, 2019 at 6:00 p.m.
14. Discussion and possible Action re: purchasing Brooklyn fire truck in 2019.
Mark O'Brien asked the town to pay their share toward the Brooklyn fire truck in 2019 otherwise there is a 4% increase in cost and a longer waiting period. Most of the other municipalities have already agreed to pay in 2019. Hanson explained this would be a \$60,124 loan from the park fund for seven months with repayment in July 2020 at an interest rate of 3%. This loan will be added to the 2020 town levy. **Motion made by Van Kampen and seconded by Root to approve paying \$60,124 for the Brooklyn fire truck in 2019. Motion carried 5-0.**



Village of Oregon

Jeffrey S. Rau, P.E.
Director of Public Works

Press Release

TO: Public

FROM: Jeff Rau, Director of Public Works 

DATE: September 30, 2019

RE: West Netherwood Road Nightly Closures (9PM to 5AM) & Area Flooding

Our area continues to experience record breaking annual rainfall amounts. Based on other reports, nearly 10% of all agricultural land in Dane County was unplanted this year due to standing water in fields, and groundwater elevations are at historic highs causing minor flooding and saturated ground conditions. It is an understatement that we have been inundated with water.

Flooding in the Netherwood Road area west of Cusick Parkway is the result of overflow water from Lake Barney Swamp which is located approximately 1 mile to the northwest within the Town of Oregon and City of Fitchburg. This swampy area is at historic high levels and discharging into our watershed. Simply put, the water from Lake Barney Swamp is following the natural course of flow into this area.

The Village of Oregon along with the Town of Oregon is working toward long term solutions which **may include** new drainage channels, potentially raising West Netherwood Road and installing culverts, and possibly installing new outlet structures and culverts at the Cusick Parkway Pond. All of these options will take considerable time to evaluate, plan, engineer, finance, and put into practice. It should be noted that this section of roadway is jointly owned with the Town of Oregon.

In the interim, we are closely monitoring water levels, roadway conditions, and precipitation forecasts to evaluate our plans on a daily basis. Our current plan is to close West Netherwood Road between Cusick Parkway and Alpine Parkway in the overnight hours of 9:00 PM to 5:00 AM to allow for pumping of some of the water from the north side of the roadway into the Keller Alpine Park area. This will ideally keep West Netherwood Road open during the daytime hours to reduce impact to residents.

We ask for patience as we continue to evaluate long term solutions and how we will implement any changes going forward. Questions concerning this can be sent to Village Hall or to me directly. Thank you and let's hope for drier days in the future!

Village Hall • 117 Spring Street • Oregon, Wisconsin 53575-1494
Telephone: (608) 835-6290 • Fax: (608) 835-6503
jrau@vil.oregon.wi.us

For 101

Lake Barney

35

Grind Rep.
Seal Coater
Crack Fill and Sp

Woodvale Dr (.22)
Truitts Dr (.05)
Forest Glen Rd (.20)
Netherwood Rd (.40)
Netherwood Rd (.21)

- Village
- Town

Lathers Rd (.44)

CC (.10) CC (.18) CC (.02)

Lincoln Rd (.06) Lincoln Rd (.32)

NHMP Worksheet #2 for "Flood"

From Tim Yanacheck <tyanacheck@gmail.com>

Date Fri 10/29/2021 5:02 PM

To Carl Walser <carl@onwentsiatrail.com>; Kate Gladding (ksgladding@gmail.com) <ksgladding@gmail.com>; Roe Parker <roeparker@charter.net>; Arlan Kay (arlan@kontextarchitects.com) <arlan@kontextarchitects.com>; Jennifer Hanson <JHanson@town.oregon.wi.us>; Roe Parker <roe.parker@frontier.com>; Arlan Kay <arlan@eak.com>

Folks, as promised, I have looked for more detail on the 2018-2019 flood(s), by reviewing the "Oregon Observer" articles I found online. There are quite a number of articles with easy access at

[Search results for 'flood netherwood' | oregonobserver.com](#)

During the time in question, Lake Barney grew from its traditional area of 30 acres, to over 800 acres. It's described as a "multifaceted problem", but in short, the experts attribute the persistent flooding in this geographic area to global climate change. Cut and pasted below is an excerpt from the August 24, 2019 issue of "Oregon Observer", which I think summarizes the causes, impacts, and future concerns. (The Town of Oregon is not specifically mentioned.) How much of this might be needed for Worksheet #4, I don't know.

Timo.:

... Heavy rain patterns late last summer and a large snow melt this spring, combined with a bike path owned by the Village of Oregon that reduced ground water's natural flow, have put the underground water table under pressure and caused Lake Barney to swell.

Now, homes, wildlife and farm fields all are in jeopardy.

And there's no easy fix.

For one thing, seven governmental entities would be directly affected by any solution to the problem. Water flows from the City of Fitchburg to the town and village of Oregon, and any solutions might require use of state and federal land.

And the water has to go somewhere. Simply fixing the problem around Lake Barney could cause flooding elsewhere, including in the Badfish Creek, which has had its share of flooding issues over the past decade.

The Village of Oregon's northern side is at risk for flooding when the water drains from Lake Barney. Last month, Netherwood Road was closed when water covered the roadway, Village of Oregon public works director Jeff Rau told the Observer.

And residents on Jefferson Street have seen both water in their backyards and basements due to the rising water table just north of their homes.

The Village of Oregon is rerouting the Rotary Bike Trail to an area with higher elevation, Rau said.

He said the village has already had a difficult time moving water from the business park through the Lerner Conservation Park area and to drain into the Oregon branch of the Badfish Creek.

The heavy rains and rising water table are also changing the landscape of the area. Claudia Guy, City of Fitchburg environmental engineer, said the Madison area hasn't seen an annual rainfall this high since the 1950s.

Coincidentally, she told the Star in an email, that's the last time Lake Barney overflowed.

The only way the lake can drain is through evaporation and infiltration, she said, and with a water table that high, it's difficult for water to drain away into the soil.

The groundwater was rated by the U.S. Geological Survey as "high" in March of this year, and in the last five months, it has only decreased in rank to

“much above normal,” meaning the water table is still sitting at the “greater than 90th percentile” range, Guy said.

That’s resulted in a shift in wildlife and vegetation in the area.

August 30, 2026 – Todd Kluever

Proposed Fetherwood Development

From todd kluever <todd.kluever@sbcglobal.net>

Date Sun 8/30/2026 8:13 PM

To Matthew Kozlowski <MatthewKoz@capitalarearpc.org>

Todd Kluever
5606 W. Netherwood Rd.
Oregon, WI 53575

I believe the proposed Featherwood Development on Netherwood Rd. outside Oregon needs additional investigation. I do not believe the numbers for the water retention plan or traffic are accurate in any respect.

On Aug. 24, 2026 I did an actual count from 5a.m. to 8:46 a.m. and had 502 vehicles pass in less than 4 hrs., 360 were west bound to the Netherwood Rd. and CTH D intersection. The current guess from the developers meeting is that 90% would be eastbound to town, this is not the current situation. There are currently 270 residences off Netherwood Rd., if you include the 163 from the Highlands of Netherwood development, which is not currently built out to capacity, this would double the flow on Netherwood Rd. which is a 22 ft. wide road with no shoulders. It is not intended for this volume.

I would also question the water retention plan, as the bike trail on the back side of this development has flooded in the past and has remained closed for nearly an entire year. There has not been any plan to relieve the water issues that caused the closure of the trail and Netherwood Rd.

I believe in the property owners right to sell, but the development of this size is not suited for this area with all the outlets for traffic and water to be released on Netherwood Rd.

September 4, 2026 – Village of Oregon



MEMORANDUM

To: Town of Oregon Clerk Staff and Town Board

From: Lauren Striegl, PE, Director of Public Works and Elise Cruz, AICP, Director of Community Development, Village of Oregon

Date: September 4, 2026

Re: Responses to Town Board Questions re: proposed Veridian Featherwood Trails Neighborhood

Transportation and Safety

To estimate future traffic on Netherwood Road with and without the proposed development, the Village required and Veridian has commissioned a Traffic Impact Assessment (TIA) for Netherwood Road. The draft TIA, completed by KL Engineering, Inc, is attached to this document for review. The Netherwood Road segment included in the TIA runs from the western edge of the proposed Featherwood Trails development (west) to the intersection with Alpine Parkway (east).

In addition to the TIA, Veridian engineer D'Onofrio, Kottke and Associates (DKA) has developed a draft engineering plan set for the full Featherwood Trails development. This plan set includes information on the reconstruction of Netherwood Road adjacent to the development, including a plan, profile and cross-sections. The draft plan set is attached to this document for review.

The intersection of Netherwood Road and Fish Hatchery Road / County Trunk Highway D is not included in the draft TIA for the following reasons:

- a. The intersection is well outside of the Village's limits,
- b. The intersection, and all of CTH D, are under the control of Dane County, and
- c. The intersection sees (and will continue to see) traffic from areas beyond the Featherwood Trails development.

The Village would encourage the Town of Oregon to reach out directly to Dane County to discuss the future of the Netherwood Road / Fish Hatchery Road intersection, including potential improvements and their anticipated schedules. The Village agrees that the intersection as constructed is very awkward and impacts a significant number of Village residents traveling to or returning from the west. As such, the Village would be happy to lend support to the Town's petition to and / or participate in meetings with Dane County to advocate for intersection improvements.

T 2046 analysis in the TIA incorporates most of the conditions (full build-out, peak-hour traffic, existing traffic, school/park traffic) listed in this question. The TIA does not incorporate other potential significant development on this corridor, as such development has not been proposed or even conceptualized at this time. Any such future development plans within the Village would be required to include similar TIAs to evaluate their impact on corridor traffic.

As shown in the draft plan set, the development includes an enhanced pedestrian/bicycle crossing on Netherwood Road approximately midway across the Highlands of Netherwood Park area. The Village will work with Veridian's engineer to identify the most appropriate enhancements at this crossing. It is anticipated that visual enhancements (including signage and / or Rectangular Rapid Flashing Beacons) will be a central component of the design.

In addition to crossing-specific safety improvements, safety of the entire Netherwood Road corridor adjacent to the Featherwood Trails development will be enhanced by the proposed urbanization of the northern half of the roadway (see attached plan set). Urbanization, including the addition of curb and gutter, bike lane and parking lanes, and sidewalk, will both provide pedestrian- and bicycle-specific transportation options, and will narrow the driving corridor. The latter change will likely be paired with a reduced (from existing) speed limit, slowing vehicles and increasing safety.

The Village would encourage the Town to reach out to Dane County regarding bicycle and pedestrian safety concerns on Fish Hatchery Road / CTH D (see the response to (2) above).

Should the Featherwood Trails development move ahead (including annexation to the Village of Oregon), the neighborhood would fall under the jurisdiction of the Oregon Police Department and the Oregon Area Fire and EMS District. Both agencies will be fully involved in the review of all neighborhood plans.

Flooding, Groundwater and Stormwater

As required by the Village's development process, Veridian engineer DKA has prepared a draft Stormwater Management Plan (SWMP) for the proposed development. The draft SWMP is attached to this document for review. The SWMP will be reviewed by several agencies, including the Village, the Capitol Area Regional Planning Commission (CARPC), and Dane County Land and Water Resources, for compliance with applicable Village (Chapter 22 of the Municipal Code), Dane County (Chapter 14 of the Dane County Ordinances), State of Wisconsin (Chapter NR 151) and federal stormwater and runoff management rules and regulations.

As part of the planning and preliminary design process, Veridian engineer DKA contracted with local geotechnical firm CGC Inc. to obtain extensive soil borings throughout the proposed development area. Boring logs, which include groundwater elevations, are included as Appendix B to the draft SWMP (attached).

The SWMP includes an analysis of expected stormwater runoff conditions in the proposed Featherwood Trails development several high-risk, low probability events, including the 100-, 200- and 500-year and back-to-back 100-year storm events. The latter two events exceed the Dane County-set standards for peak runoff control, and were included in the analysis in recognition of the unique topography and sensitive nature of this proposed development.

The proposed Featherwood Trails development will be required to meet all applicable stormwater runoff standards. The SWMP demonstrates that the proposed development as designed will exceed those standards and provide protection to Featherwood Trails residents and neighbors even under very severe precipitation events.

The flooding at Florida Avenue described in the question had many contributing factors, including its location in the Federal Emergency Management Agency (FEMA)-defined regulatory floodway (55025C0592H). The floodway is defined as that portion of the floodplain required to convey regional flood discharge, and is associated with the highest risks to structures and safety during regional flood

events. The proposed Featherwood Trails development, unlike Florida Ave, is located outside / above the FEMA-defined areas of high flood risk (including the floodway and floodplain).

Public Infrastructure Installation and Maintenance

The Village will lead a “Lincoln Road-Type” Maintenance Agreement process over the coming months which will clarify how maintenance, plowing, and other services will be handled for W. Netherwood Rd.

Built infrastructure related to the development (roads, sidewalks, multi-use paths, water and sewer utilities, stormwater management ponds) will be installed by and at the cost of the developer. A Westside Sanitary Sewer Interceptor fee will be paid at the time of annexation, contributing towards ongoing maintenance of that infrastructure. Significant fees in lieu of parkland dedication are expected from Veridian, as their planned pocket park does not meet the full parkland dedication requirements. Impact fees for parkland improvements and library impact, along with water connection impact fees, will be paid upon each building permit issuance for each dwelling unit. Other Village revenue sources will support ongoing maintenance of these facilities.

As currently designed, the entire cross-section of Netherwood Road adjacent to Featherwood Trails would be resurfaced in conjunction with the development. The northern half of the section would be reconstructed as an urban roadway, as shown in the draft plan set (attached). The southern half of the section would be resurfaced, but remain a rural cross-section (no curb and gutter).

Conversion of the southern half of the Netherwood Road cross-section to an urban section was considered. However, due to right-of-way limitations and drainage concerns along the corridor, Village staff has recommended maintenance of the rural cross-section on the southern side of the road at this time.

Prior to the start of construction, the contractor will be required to obtain all applicable permits, including Village of Oregon Erosion Control and Stormwater Management Permits. Inspection and enforcement of erosion control and stormwater management permit requirements will be performed by Dane County Land and Water Resources staff on behalf of the Village of Oregon. Construction vehicles will be required to follow all traffic laws. Enforcement of traffic laws within the Village’s boundaries will be provided by OPD.

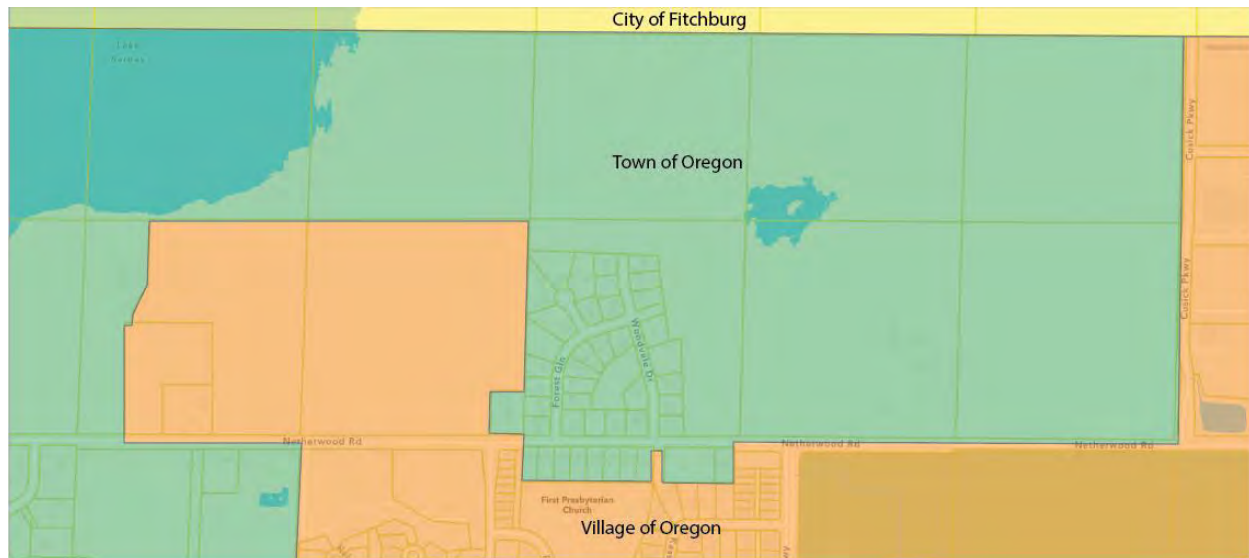
The Village always encourages persons travelling in and around construction sites to exercise increased caution and vigilance, particularly around large construction equipment or vehicles.

The section of roadway between Peterson Trail and Alpine Parkway is in the Town of Oregon. Residents along that section of roadway have not requested annexation, and the Village has no plans to acquire the roadway or construct improvements in that area.

The Village has no immediate plans to extend water or sewer service along Netherwood Road between Peterson Trail and Alpine Parkway. The proposed Featherwood Trail development will be served by existing utility infrastructure in the Highlands of Netherwood neighborhood. This topic could be explored further in Cooperative Boundary Agreement process that the Town and Village plan to work on throughout 2027.

Jurisdiction and Boundaries

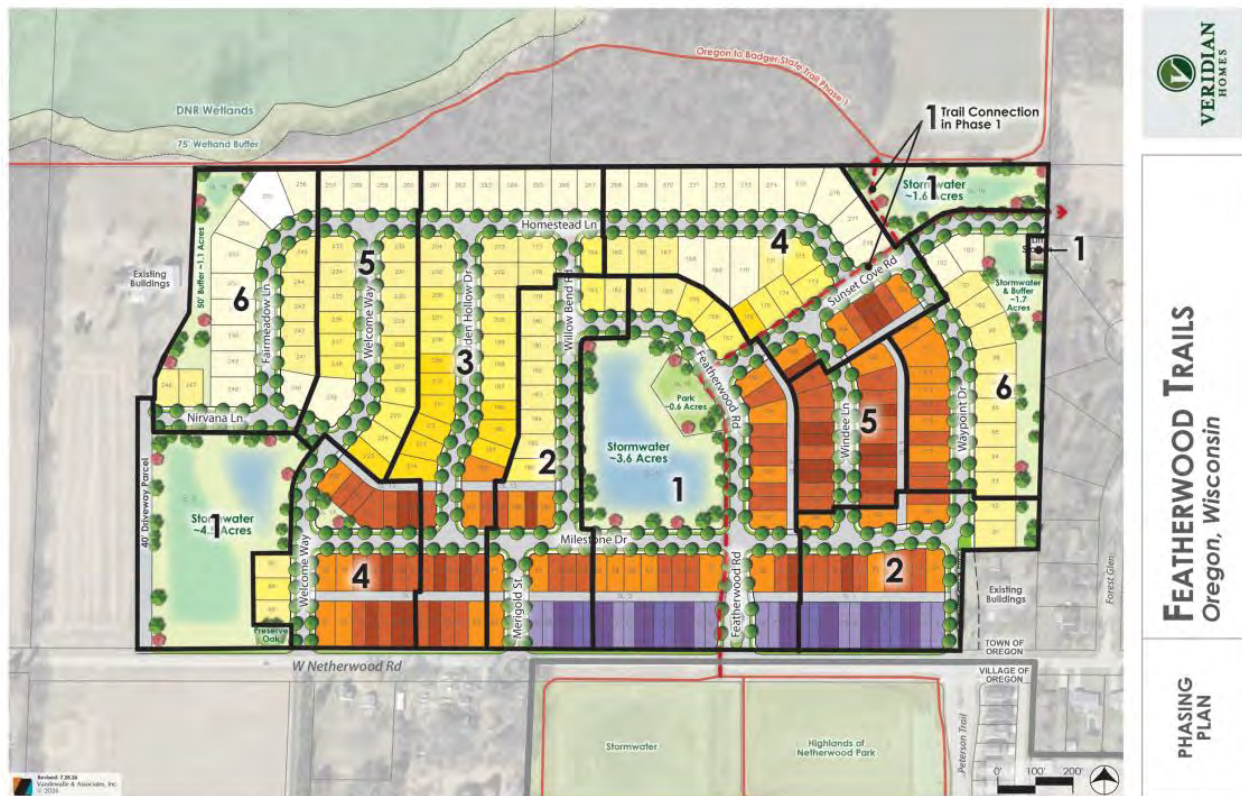
The Village is not allowed to annex properties that would create Town islands. The Alpine Dairy, WI Dept. of Corrections, and remaining Jenkins properties allow contiguous connection to other Town of Oregon property to the east of the Featherwood Trails neighborhood. Several other Town properties that are nearly surrounded by the Village exist currently elsewhere in the area, such as 5214, 5521 and 5527 CTH CC, as well as Oregon Town Hall itself. See screenshot below showing the potentially adjusted Village boundary post-annexation of Featherwood Trails and contiguous Town boundaries.



When properties are annexed, or planned to be annexed in the future, into the Village of Oregon, a plan could explore the connection of those properties to public water and sewer utilities when feasible. Regarding road maintenance, the planned W. Netherwood Rd. maintenance agreement could discuss those details and will be reviewed by both governing bodies.

Development Conditions and Accountability

The majority of the public infrastructure required to be paid for and installed by the developer will be in place prior to the related phases of the project can have occupied homes. See screenshot below of the latest phasing plan shared by Veridian. Infrastructure including major roads, all stormwater management ponds, lift station, pocket park, and trail connection will all be installed in Phase 1.



The Village of Oregon has jurisdiction over all planned infrastructure improvements. The Development and/or Annexation Agreement will outline all conditions of approval, fees, and infrastructure requirements (including timing, responsibility on the developer to pay for said infrastructure, etc.). Exact timing of planned infrastructure improvements has not yet been determined, but sitework could start as early as Late Winter/Spring 2027.

Construction dedication and acceptance of public infrastructure by private developers follows a strictly-defined process in the Village of Oregon. As outlined in Chapter 18 of the Village's Municipal Code, all infrastructure must be constructed per a project-specific Development Agreement and the Village's standard construction specifications, and installed under the supervision of the Village's consulting engineer. Unless otherwise negotiated between the Village and a developer, public improvements have a one-year warranty period from the time of acceptance.

Following the warranty period, infrastructure originally funded by developers is monitored, maintained, repaired and/or replaced following the same process and procedures used for all other Village-owned infrastructure.

September 9, 2026 – Bob Dusek

Revising the Sewer Service Area Boundary and Environmental Corridors - Public Meeting Sept 10, 2026 Comments

From Bob Dusek <bskimmer@aol.com>

Date Wed 9/9/2026 5:45 PM

To Matthew Kozlowski <MatthewKoz@CapitalAreaRPC.org>

I would like to submit written comments for the Public Meeting scheduled on September 10, 2026 regarding
Revising the Sewer Service Area Boundary and Environmental Corridors in the Oregon Urban Service Area.

My name is Bob Dusek and I live at 5365 West Netherwood Road, Oregon, Wisconsin.

Just some general comments in no particular order.

Environmental corridors – at the recent village planning commission meeting Veridian representatives said the environmental corridors would be planted in native plants. On its surface this seems like a good idea and would help mitigate the impacts of the development, however, they discussed no plan for maintenance of these plantings past the initial development period. Representatives indicated, the areas would be checked in years 2 and 3 to ensure the plants were growing, however, native plant habitats require annual maintenance and without that non-native plants will quickly overtake improperly cared for native habitats/plants. The developer and Village (as it was indicated the Village would eventually take over the care of these areas) should be required to develop a plan for continuous care or the initial installation of these plants is meaningless.

The environmental corridor along the north side of the development should be expanded to 300 feet from the wetland habitats to the north. Those wetlands are important habitats for migratory birds, including bald eagles and numerous species of waterfowl. This is also a local waterfowl hunting location and currently also provides recreational bird watching, biking on the nearby trail, and other nature viewing opportunities that will be disrupted by encroaching development.

Storm Water (not sure if this is your area but it does have environmental impacts that the environmental corridors may not address) - Development of this nature does require storm water management for which a plan was developed, however, in managing the storm water the developers did not seem to account for current ground water needs. Numerous surrounding properties that are part of the Town of Oregon currently use well water, including some relatively shallow wells (mine included). The area marked for development does currently contribute to the ground water my well draws from (Metrogrow folks have been monitoring my well since before I moved in due to the application of their product to the property requested

for development; initially it was quite high in nitrates when we first moved in and has decreased substantially since then, while there have been no additional applications of their product to the property during this time). I am also concerned most annual rainfall and snowfall that helped recharge the groundwater the wells draw from will be cutoff and will mostly evaporate on the pavement, roofs, and lawns of the proposed development. The nearby new development (Highlands of Netherwood) that also developed a large stormwater impoundment has rarely had more than a couple of inches of water in it since it was installed. At the same, there is also the potential for increased runoff of 270+ homes worth of day-to-day contaminants into local groundwater systems impacting both the local residential wells, such as mine, as well as the wetland to the north of the property to be developed.

Additionally, the current plan to dispose of waste water by pumping from the northeast corner of the development into the system the Highlands of Netherwood uses has risks associated with pump failure and leakage into the groundwater, also potentially impacting those nearby wells.

I appreciate your consideration of these factors in the review process. I will also try to be at the meeting tomorrow evening to represent these issues.

Regards,
Bob Dusek

September 9, 2026 – Tom Mathies

Application #2603 Village of Oregon – “Featherwood Trails”

From Tom Mathies <TMathies@town.verona.wi.us>

Date Wed 9/9/2026 12:09 PM

To Matthew Kozlowski <matthewkoz@capitalarearpc.org>

To the Capital Area Regional Planning Commission,

Please consider these concerns regarding application #2603 Village of Oregon – “Featherwood Trails.” Page numbers refer to the application.

1. The area in the village board resolution does not match the area in the application. The Village of Oregon Board resolution in Appendix B authorizes an SSA application for 66 acres (page 42). The submitted application is for parcels totaling 78.6 acres plus right-of-way (page 4).
2. The application acknowledges that it does not include the required resolution to enforce nonpoint source pollution control (page 10).
3. The application does not include an assessment of the impact of chloride from the proposed development on Lake Barney, the associated wetlands, or groundwater. The Dane County Water Quality Plan (Appendix G) speaks directly to service area amendments:

Unaddressed or unmitigated groundwater or hydrologic impacts would provide the basis for withholding approval for the requested activity, or require additional information to be submitted by the applicant before approval is granted.

<https://lwr.danecounty.gov/documents/pdfs/Plans--Studies--Reports/Plans/DCWQP-AppendixG-3-31-17-Final.pdf>

The application (page 16) indicates that infiltration basins will be used. Chloride will not be captured by these basins and will flow to groundwater. In winter, however, Dane County requires that "all draw-down devices in the pond shall be opened to discourage infiltration of runoff water containing high levels of chlorides." https://danecountystormwatermanual.com/doku.php?id=stormwater_maintenance Given the design in the application, this seems to indicate that runoff containing dissolved road salt will flow directly into the wetlands and lake.

Lake Barney is in a closed watershed with no natural outflow. Once chloride enters this watershed either it will become more concentrated as surface water evaporates or it will seep into groundwater. The application does not address these impacts.

Although Lake Wingra has a slow natural outflow and is in an urban area, it still provides a warning of how chloride levels can rise over time. Please see the below chart from Friends of Lake Wingra <https://lakewingra.org/chlorides>

These comments are my own and have not been reviewed by anyone else.

Thank you for your consideration.

Sincerely,

Tom Mathies

Town of Verona Supervisor and
Dane County Towns Association President

CHLORIDE

LAKE WINGRA IS GETTING SALTY

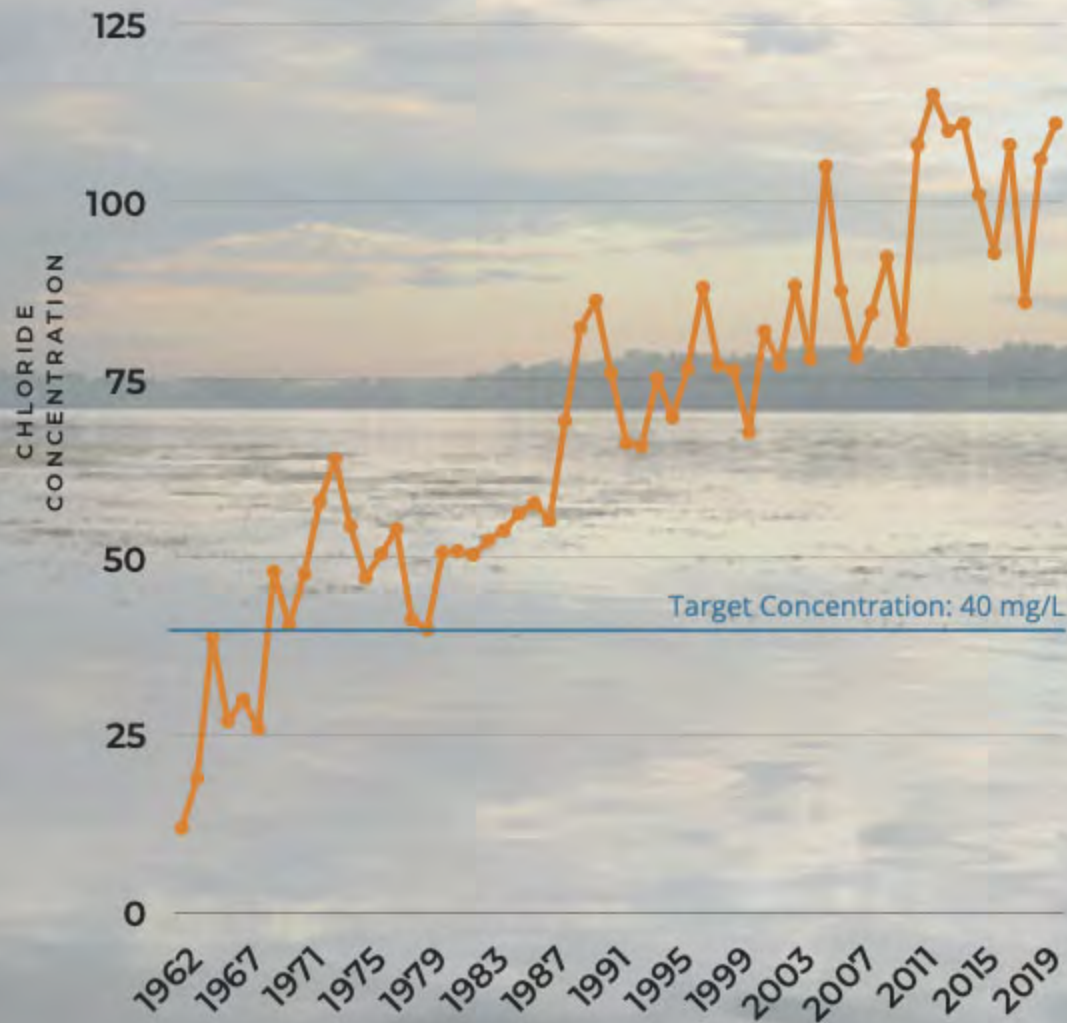


PHOTO BY RICHARD HURD
DATA FROM PUBLIC HEALTH MADISON DANE COUNTY

September 9, 2026 – Town of Oregon

TOWN OF OREGON

1138 Union Road | Oregon, Wisconsin 53575 | (608) 835-3200

September 9, 2026

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

RE: Application #2603—Village of Oregon “Featherwood Trails” Sewer Service Area Boundary and Environmental Corridor Amendment

Dear Commissioners:

The Town of Oregon respectfully opposes approval of Application #2603, submitted by the Village of Oregon to revise the sanitary sewer service area boundary and environmental corridors within the Oregon Urban Service Area for the proposed Featherwood Trails development. The Town requests that the Capital Area Regional Planning Commission (CARPC) defer action and undertake additional review before making a recommendation on the requested amendment. The present record does not adequately address significant questions concerning environmental resources, stormwater and drainage, transportation impacts, effects on Town infrastructure and residents, the anticipated municipal-boundary configuration and potential isolation of a segment of Town-maintained West Netherwood Road, or the relationship between the amendment and the cooperative boundary-planning process formally initiated by the Town Board.

These unresolved matters bear directly on whether the proposed amendment supports orderly and efficient development, protects environmental resources and water quality, and can be served without imposing unmitigated public costs. The record should provide sufficient information for the Commission to determine compliance with applicable Commission review standards, including through the analyses, maps, mitigation measures, and commitments requested below. Until that showing is made, approval would be premature.

Need for Additional Environmental Review

The proposed amendment would modify both the sewer service area boundary and mapped environmental corridors. Before any change is approved, the Commission should require clear delineation of wetlands, marshlands, drainageways, flood-prone areas, groundwater conditions, wildlife habitat, and other environmentally sensitive features on and near the site. The review should explain the basis for each proposed environmental corridor revision, identify avoided and affected resources, evaluate cumulative effects under full build-out conditions, and demonstrate that the amendment is consistent with regional water-quality and environmental-protection objectives.

Stormwater, Drainage, and Water-Quality Impacts

Additional hydrologic and stormwater analysis is needed to evaluate runoff volume, peak discharge, infiltration, groundwater recharge, downstream conveyance, and water-quality impacts under existing and proposed conditions. The analysis should specifically address the documented Lake Barney flooding history from 2017 through 2020, reported fluctuations in groundwater levels, significant storm events, cumulative development effects, and the combined

TOWN OF OREGON

1138 Union Road | Oregon, Wisconsin 53575 | (608) 835-3200

worst-case condition of full build-out, heavy rainfall, high groundwater, and regional flooding. Under those conditions, the applicant should demonstrate that the proposed systems will protect roads, homes, basements, yards, emergency routes, adjacent properties, agricultural lands, wetlands, Swan Pond, and connected drainage systems. Before occupancy, CARPC should identify appropriate conditions addressing completion and demonstrated operation of the proposed controls, to the extent within its authority. It should also condition its recommendation on groundwater monitoring before, during, and after construction; a funded long-term maintenance plan; and enforceable financial guarantees identifying who must correct and pay for any future system failure. Approval should not proceed until the assumptions, modeling, mitigation measures, and continuing obligations have been independently reviewed and determined to be sufficient.

Transportation and Town Infrastructure

The traffic materials for the proposed development indicate approximately 500 additional daily trips on West Netherwood Road. The draft traffic impact analysis should be revised to address the full effect of that traffic on Town roads, intersections, residents, and other road users. At a minimum, the revised analysis should include:

- Fish Hatchery Road and the applicable annual average daily traffic volumes;
- Reconsideration of the assumed 20 percent westbound trip distribution based on existing Peterson Trail traffic counts and likely travel routes to Fish Hatchery Road, Verona, major employers, commercial destinations, and west Madison;
- Full-build-out operations and safety for the entire Netherwood Road corridor, including the Town-maintained segment and the high-speed Netherwood Road–Fish Hatchery Road intersection;
- Left- and right-turn-lane warrants under applicable WisDOT Facilities Development Manual methodology, crash history from an appropriate recent study period, a segment crash analysis from approximately Alan Drive to Alpine Road, and sight-distance analyses for all four proposed development intersections;
- Conceptual intersection plans, striping, and the proposed West Netherwood Road typical section, including roadway width, parking, bicycle lanes, sidewalks, rural-to-urban transitions, and treatment of the isolated Town segment;
- Peak-hour, school, park, and reasonably foreseeable surrounding-development traffic; emergency access if a primary route is blocked; construction traffic; accelerated wear on Town-maintained roads; and speed management, including whether a 25-mph limit and dynamic speed-feedback signs are appropriate; and
- Safe pedestrian and bicycle connections to the Village, library, soccer fields, and parks, including a specific safe crossing of West Netherwood Road.

CARPC should condition its recommendation on the applicant providing enforceable commitments for all necessary roadways, intersections, traffic-control, pedestrian, bicycle, curb-

TOWN OF OREGON

1138 Union Road | Oregon, Wisconsin 53575 | (608) 835-3200

and-gutter, and construction-phase safety improvements. Those commitments should specify jurisdiction, funding, implementation schedules, completion before occupancy of the corresponding development phase, monitoring, and long-term maintenance, thereby ensuring that development-related costs are not transferred to Town taxpayers.

Consistency with Regional and Local Planning

The Commission should determine whether the proposed amendment is consistent with applicable regional plans, adopted environmental corridor policies, the Oregon Urban Service Area framework, relevant intergovernmental and local planning documents, and the cooperative boundary-planning process initiated by the Town Board. The record should clearly address the need for boundary expansion, the sequencing and efficiency of public services, alternatives that would avoid or reduce impacts, and the amendment's cumulative effects when considered with other planned growth in the area. It should also explain whether action on the amendment before the proposed boundary discussions occur would constrain or prejudice a more coordinated long-term solution.

Unusual Boundary Configuration

The approximately 81-acre Featherwood Trails area remains in the Town of Oregon, and no annexation petition has established the anticipated Village boundary. CARPC is nevertheless being asked to approve a sewer service area amendment for this Town territory in anticipation of its future annexation into the Village. The Town understands that the anticipated annexation configuration would reach the Featherwood property even though intervening property owners have not indicated a willingness to annex.

The Town is particularly concerned that the anticipated annexation configuration would isolate a segment of Town-maintained West Netherwood Road and potentially create other isolated Town lands. The resulting configuration could affect jurisdiction, road maintenance, drainage, emergency access, utilities, municipal services, and the allocation of long-term costs. These potential consequences should be understood before CARPC approves a sewer service area expansion that is being considered in anticipation of the proposed annexation.

The Town is not asking CARPC to determine the legality of a future annexation. Before acting, however, CARPC should require a map showing the anticipated boundaries, affected road segment, and any potentially isolated Town lands, together with an analysis identifying anticipated service responsibilities, costs, and consequences if annexation does not occur or occurs with a different boundary.

CARPC should also evaluate less disruptive alternatives and whether approval would constrain or predetermine the cooperative boundary-planning process initiated by the Town under Wisconsin Statute § 66.0307 and Resolution No. 03-2026/Joint Resolution No. 1.

TOWN OF OREGON

1138 Union Road | Oregon, Wisconsin 53575 | (608) 835-3200

Public Safety and Development Accountability

Before CARPC acts, the record should contain specific, enforceable commitments for every roadway, intersection, emergency-access, pedestrian, bicycle, drainage, groundwater, utility, and construction-phase improvement. Each commitment should identify the governmental entity with jurisdiction, the party responsible for design and implementation, the funding source, the completion schedule, whether the improvement is a condition of approval, and the monitoring and enforcement mechanism. Conditioned improvements should be completed before occupancy of the corresponding development phase. If any work may be delayed, CARPC should condition its recommendation on financial guarantees, maintenance agreements, and continuing developer obligations that specify the responsible party, the secured amount or funding mechanism, the duration of the obligation, and the remedy if the infrastructure or safety measure proves inadequate.

Public Participation and Intergovernmental Coordination

Affected Town residents and the Town Board should have a meaningful opportunity to review and comment on complete technical materials before Commission action. The Town requests continued coordination among the Commission, the Village, the Town, reviewing agencies, and the applicant, together with timely public access to revised maps, studies, agency comments, and proposed mitigation measures.

The Town Board has adopted Resolution No. 03-2026/Joint Resolution No. 1, “Resolution Authorizing Participation in Cooperative Planning Pursuant to Wisconsin Statute Section 66.0307,” requesting that the Village of Oregon participate in discussions toward a cooperative boundary agreement. This formal action reflects the Town’s commitment to resolving municipal boundaries, service responsibilities, infrastructure obligations, and long-term costs through coordinated intergovernmental planning. Before approving the amendment, CARPC should evaluate how the requested sewer service area change would affect that process and whether approval would constrain, prejudice, or bypass the development of a coordinated boundary agreement.

Requested Commission Action

The Town respectfully asks the Commission to defer action on Application #2603 until the applicant provides, and the Commission completes, additional review of the following:

- Updated environmental corridor mapping and supporting field delineations, including wetlands, marshlands, flood-prone areas, drainageways, and groundwater conditions;
- Comprehensive stormwater, drainage, infiltration, groundwater, and water-quality analyses addressing the Lake Barney flooding history and combined severe conditions;
- A revised, full-build-out traffic impact analysis addressing the westbound trip-distribution assumption, applicable annual average daily traffic volumes, the entire Netherwood Road corridor, the Fish Hatchery Road intersection, applicable turn-lane warrants, crash history, sight distance at the four proposed intersections, conceptual roadway and intersection

TOWN OF OREGON

1138 Union Road | Oregon, Wisconsin 53575 | (608) 835-3200

design, speed management, emergency access, construction traffic, and safe pedestrian and bicycle connections and crossings;

- An infrastructure mitigation, phasing, funding, maintenance, and cost-allocation plan that identifies the responsible entity, funding source, implementation schedule, completion requirements, long-term maintenance obligations, and enforceable financial guarantees protecting Town residents and taxpayers;
- A mapped analysis of the anticipated annexation configuration, including the affected road segment, any peninsula or isolated Town lands, anticipated municipal and road jurisdictions, responsibility for utilities and services, and the potential long-term costs and consequences of the configuration whether annexation occurs as anticipated or does not occur;
- An alternatives analysis evaluating less damaging or more efficient boundary configurations; and
- Additional public review, including sufficient time for the Town and affected residents to evaluate and respond to all revised technical materials and proposed approval conditions before Commission action.

Conclusion

For these reasons, the Town of Oregon opposes approval of Application #2603 on the present record and respectfully requests that CARPC defer action. Reconsideration would be appropriate only after the record demonstrates that the proposed amendment protects environmental resources and public safety; adequately addresses stormwater and groundwater risks; provides safe, funded, and enforceable transportation and infrastructure improvements; resolves responsibility for the jurisdictional and financial consequences of the anticipated boundary configuration; and does not constrain, prejudice, or predetermine the cooperative boundary-planning process initiated by the Town Board. The Town further requests written notice of future Commission meetings and prompt access to all revised materials relating to this application.

Thank you for the Commission's careful consideration of the Town's comments and its request for additional review.

Respectfully submitted,



Jennifer Hanson

Town Clerk

Town of Oregon

cc: Town of Oregon Board of Supervisors

Town of Oregon Plan Commission

Village of Oregon

September 19, 2026 – Beth Whitemore

Fw: Featherwood Trails in Oregon

From Nick Bower <nickb@capitalarearpc.org>

Date Sat 9/19/2026 6:09 PM

To CARPC Public Comments <publiccomment@capitalarearpc.org>

From: Beth Whittemore <bwhitte@gmail.com>

Sent: Friday, September 18, 2026 5:27 PM

To: Jason Valerius, CARPC <jasonv@capitalarearpc.org>

Subject: Featherwood Trails in Oregon

I am forwarding you this email Jason that was sent to someone who is no longer at CARPC. Tanya suggested we forward this to you.

Dear CARPC Representatives,

Thank you for the opportunity to attend the recent CARPC meeting at the Oregon Village Hall regarding the proposed Featherwood Trails amendment. I appreciated the discussion and, in particular, the consideration of a potential 300-foot buffer from Lake Barney.

There were several issues that I believe may warrant additional consideration as CARPC continues its review. My intent is simply to raise questions that may not have been fully addressed or independently provided during the meeting.

1. Lake Barney buffer

The discussion regarding a 300-foot buffer from Lake Barney was encouraging. If the environmental characteristics of Lake Barney and the surrounding area warrant a 300-foot buffer, what mechanism is available to ensure that protection is incorporated into the final development plan? If proposed by CARPC, is this considered a recommendation, a condition or a requirement?

2. Broader planning considerations

One question that came to mind is whether the proposed development has been evaluated independently from a broader perspective rather than just Veridian. The concern is the proposed development appears to be driven by the developer with no independent evaluation of the developers finding and 'off-site' impacts. The Village,, when questioned, has defaulted to Veridian's explanation and analysis, which only takes into account the neighborhood..

Has the Village independently evaluated

-
- The appropriate intensity and configuration of development;
- Environmental setbacks and protections;
- Transportation and roadway requirements;
- Municipal sewer and utility capacity;
- Pedestrian and child safety;
- Stormwater and other infrastructure impacts;
- Long-term municipal costs; and
- The consistency of the proposed development with the Village's adopted comprehensive planning framework.

I raise this not as a criticism of the developer but one of the Village's lack of engagement in the planning process and because CARPC's review may provide an opportunity to identify issues that extend beyond the immediate boundaries of the proposed development.

3. Traffic beyond the development

The traffic information presented appears to focus primarily on the immediate development. What independent analysis has been performed and presented regarding impacts farther into the surrounding network, including Fish Hatchery Road, Main Street, Highway 14, and routes residents will use for schools, shopping, and other activities.

Which governmental entity, if not the village, is responsible for ensuring that the cumulative transportation impacts are adequately evaluated?

4. Sewer infrastructure and long-term responsibility

Because the proposal involves expansion of the sewer service area, I also wonder whether the long-term operation and financial responsibility for the infrastructure have been sufficiently addressed. For example, in the event of a sewer lift-station failure or major infrastructure repair, how would responsibility and costs be allocated between the developer and the Village? Are adequate maintenance, emergency-response, and replacement provisions contemplated? What safeguards are in place to protect the communities not in the development?

5. Lighting and environmental impacts

The development will introduce street lighting into an area that is currently dark. Has consideration been given to potential impacts of increased artificial lighting on migratory birds and wildlife associated with Lake Barney, Swan Pond, and surrounding natural areas?

6. Pedestrian and child safety

Finally, I would encourage consideration of pedestrian safety on Netherwood Road. The park and soccer facilities are located across the road from the residential development, and children will need to cross Netherwood Road to access bike routes ride scooters and pedestrians to access the village, library, church and schools.

Has the potential pedestrian, school-bus, and recreational traffic been evaluated as part of the transportation planning since the true impact is outside of the development?

7. CARPC's Review Authority

Final question is can CARPC require, request or recommend if the current record does not adequately address these major concerns

Specifically, can CARPC:

- request additional independent studies or technical analysis;
- recommend modifications to the proposed sewer service area boundary;
- recommend additional environmental protections or buffers;
- require additional information before acting on the amendment; or
- postpone its recommendation until material questions have been adequately addressed?

I would also appreciate any guidance CARPC can provide regarding its review process.

I have lived in the area for 32 years and recognize the importance of responsible growth. I am not opposed to development; my objective is to make sure that the environmental, infrastructure, transportation, and community impacts are thoroughly considered before the sewer service area is expanded.

Thank you for considering these additional points. I appreciate CARPC's role in reviewing the proposal and would welcome any guidance regarding whether these issues can be incorporated into its continued review.

Sincerely,

Beth Whittemore

[608-225-2462](tel:608-225-2462)

Beth Whittemore
608-225-2462



October 9, 2026

Mr. Timothy R. Asplund
Monitoring Section Chief
WDNR – Bureau of Water Quality
101 S. Webster Street
Madison, WI 53707-7921

RE: Water Quality Management Letter for Sewer Service Area Amendment Request #2603
– Oregon USA (Village of Oregon – “Featherwood Trails”)

Dear Mr. Asplund:

The Village of Oregon submitted a request for a sewer service area amendment to the *Dane County Water Quality Plan*. The proposed amendment area is currently in the Town of Oregon, with annexation into the Village of Oregon expected prior to development, and within the Oregon Branch (HUC 12: 070900020801) watershed. It includes the addition of approximately 81 acres of land, including 13 acres of proposed environmental corridors and 2 acres of existing development to be converted to new land uses as part of the proposed development, and 11 acres of existing agricultural/rural residential and right-of-way to remain, for a net of approximately 68 developable acres to the Oregon Urban Service Area. A public hearing regarding the proposed amendment was held at the Regional Planning Commission meeting on September 10, 2026. The Village’s application and the Commission staff’s analysis report of the proposed amendment have been submitted to the Department’s Surface Water Integrated Monitoring System (SWIMS).

It is CARPC staff’s opinion that the applicant has satisfactorily complied with the *Policies and Criteria for Sewer Service Area Amendments* adopted in the *Dane County Water Quality Plan* on April 8, 2026. Furthermore, it is CARPC staff’s opinion that the proposed amendment, through adherence to the enumerated conditions below and other applicable standards, is consistent with water quality standards contained in Wis. Stat. § 281.15. In addition to the existing state and local requirements, the Village of Oregon and development team have agreed to pursue additional measures for the amendment area to ensure consistency with water quality standards. Additional actions have also been recommended below to further improve water quality and environmental resource management, though these are not required for consistency with water quality standards.

At the October 8, 2026, meeting, the Capital Area Regional Planning Commission voted to recommend approval of this amendment to the Wisconsin Department of Natural Resources, including the following requirements and recommended actions.

State and Local Requirements

Among other applicable state and local requirements, development within the amendment area is **required** to meet the following:

1. Environmental Corridors shall be delineated to meet the Environmental Corridor Policies and Criteria adopted in the *Dane County Water Quality Plan* (those which are current at the time when the ‘full scope’ of the development proposal is known).

Note: The [current version](#) of the Environmental Corridor Policies and Criteria was adopted on August 31, 2026. The ‘full scope’ of the proposed ‘Featherwood Trails’ development was known prior to this update; therefore, this specific development is considered grandfathered and only subject to the [2008 version](#). Refer to [Resolution 2026-12](#) for details on the implementation schedule of the new policy.

2. Sediment and erosion control practices must be installed prior to other land disturbing activities. Infiltration practices must be protected from compaction and sedimentation during land disturbing activities.
3. Easements and perpetual legal maintenance agreements with the Village of Oregon to allow the Village to maintain stormwater management facilities if owners fail to do so are required for any facilities located on private property. Facilities dedicated to the Village shall be incorporated into the Village’s overall stormwater facility maintenance protocols and require vegetation management and stormwater facility inspections, as appropriate for the vegetation present and type of device.
4. Review and approval of stormwater management plan(s) for each development within the amendment area by Regional Planning Commission staff is required as part of the sewer extension review process. Stormwater management plan(s) shall meet or exceed all applicable standards required by Wisconsin DNR, Dane County, and Village of Oregon, including:
 - a. Post-development peak runoff rate control for the 1-, 2-, 10-, 100-, and 200-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates. In addition, peak runoff rate control is required to limit the 10-year, 24-hour design storm to the pre-development level of the 2-

year event, and the 100-year, 24-hour design storm to the pre-development level of the 10-year event, in accordance with Village Ordinance.

- b. Sediment control for the average annual rainfall period to reduce total suspended solids leaving the post-development site by at least 80%, as compared to no runoff management controls, with sediment control pretreatment occurring prior to infiltration as prescribed by WDNR Technical Guidance 1003 depending on the land use type.
- c. Post-development infiltration (stay-on) volume control to maintain at least 90% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period, without exception for sites determined to be within a closed basin watershed.
- d. Oil and grease control to treat the first one-half inch of runoff using the best available technology for commercial, institutional, and any other land uses where the potential for pollution by oil or grease exists.
- e. Minimize impacts to the hydrology of offsite wetlands and avoid significant changes to wetland functional values to meet requirements of NR 103.

Additional Agreements for the Amendment Area

The Village of Oregon and development team have **agreed** to the following measures for the amendment area:

1. Pursue post-development infiltration (stay-on) volume control to maintain 100% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period.
2. Pursue post-development peak runoff rate control for the back-to-back, 100-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates.
3. Explore alternative lot configurations to reduce the depth of Lots 254-256 to approximately 100 feet in depth and correspondingly expand Outlot 15 (as numbered on Preliminary Plat), and require that Outlot 15 up to the bottom side of the proposed retaining wall along the rear of these lots (Lake Barney side) be established with native vegetation and contained within Environmental Corridor.

4. Require the establishment of native vegetation appropriate for the conditions along the proposed rear-yard drainage swale along, minimally, Lots 255-260 (as shown on Preliminary Plat).

Recommendations

It is **recommended** that the Village of Oregon and development team pursue the following to further improve water quality and environmental resource protection:

1. Foster the responsible use of chlorides by encouraging public and private winter maintenance professionals to attend the winter salt certification classes offered by Wisconsin Salt Wise. Furthermore, coordinate with WI Salt Wise to provide educational materials annually to residents to inform them of appropriate salting practices to limit the quantity of chlorides being delivered to Lake Barney.
2. Provide educational resources, such as those available through [Ripple Effects](#) and [UW-Extension](#), to residents regarding proper lawncare techniques, including the proper use of lawn fertilizers and pesticides/herbicides to limit the amount of nutrients and chemicals being delivered to downstream water resources (Note: in accordance with Dane County Code of Ordinances, Chapter 80, the use of phosphorus-containing lawn fertilizers is prohibited unless a soil test shows it necessary or when used on new lawns in the first growing season).
3. Encourage the removal and control of invasives and the use of native flora in landscaping for all areas designated as Environmental Corridor, where appropriate for the intended use.
4. Request a formal Endangered Resources Review by the WDNR for potential impacts to endangered resources like rare plants, animals, and natural communities, and take necessary habitat protection measures if species are found (Note: a screening conducted by CARPC staff indicates possible presence of threatened resources).
5. Except where required due to performance or technical requirements, utilize erosion control products that contain natural jute or coir fibers instead of products containing plastic netting to reduce the amount of microplastics and chemicals migrating into soils and downstream water resources.

This letter does not constitute approval or review associated with any other required local, state, or federal permit for sewer construction or associated land development activities, including conformance with the areawide water quality plan for sewer extension permits as

Mr. Timothy R. Asplund

October 9, 2026

Page 5

required by NR 110.08(4) (public sewers) and SPS 382.30(11)(f) and 382.30(12)(b) (private sewers). Separate review(s) by CARPC staff are required to document such conformance.

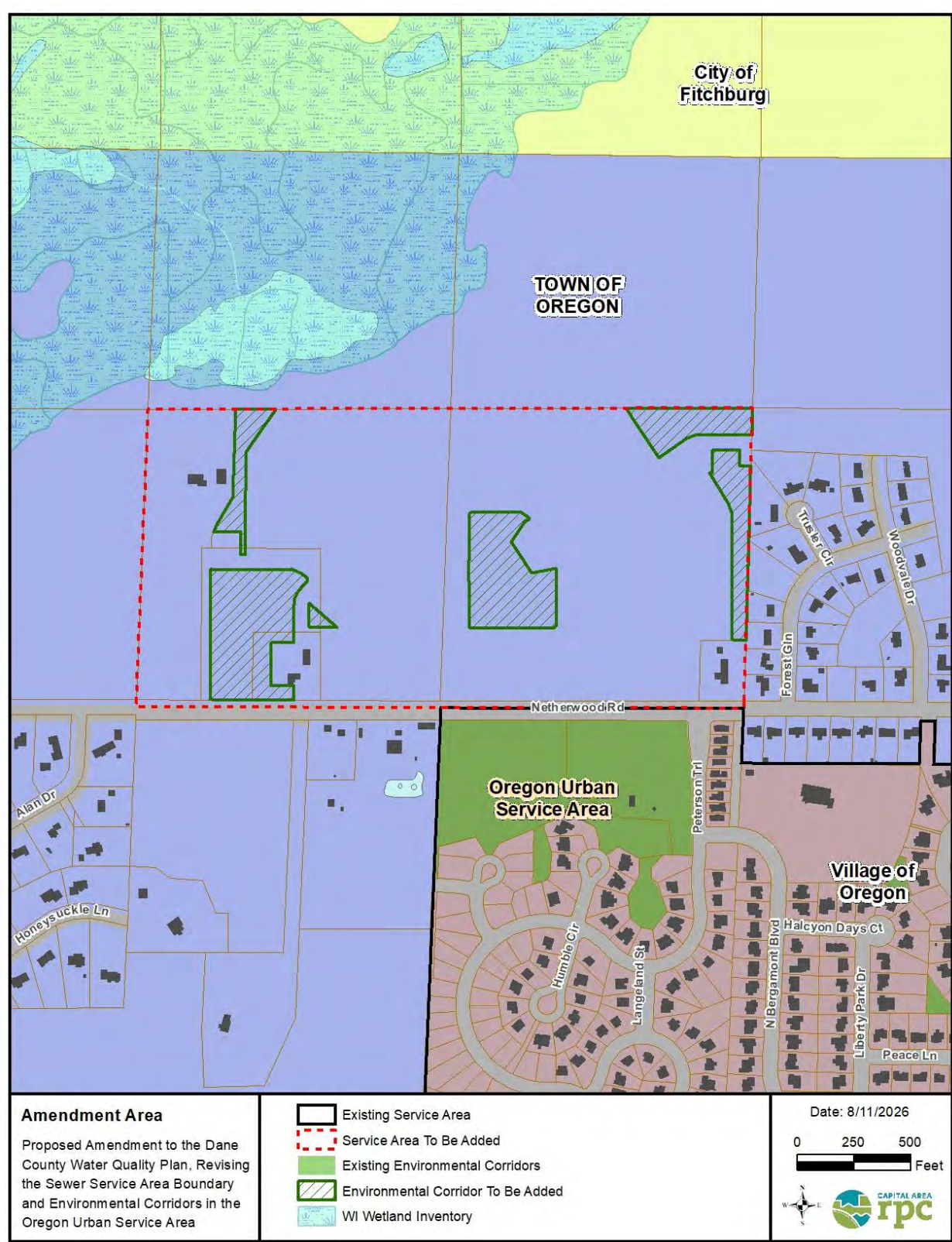
If you have any questions regarding this matter, please do not hesitate to contact Nick Bower, the Commission's Water Quality Program Director.

Sincerely,

David Pfeiffer
Chairperson

Cynthia Richson
Secretary

cc: Ms. Elise Cruz, Director of Community Development, Village of Oregon



Re: Amending the *Dane County Water Quality Plan* by Revising the Sewer Service Area Boundary and Environmental Corridors in the Oakhill Correctional Institute Limited Service Area (#2606 City of Fitchburg – “DOC Juvenile Center”) (*actionable item*)

Requested Action:

Motion to approve CARPC Water Quality Management Letter #2606.

Note: As an amendment to the Dane County Water Quality Plan, this item requires a super-majority of 8 votes for approval.

Background:

The City of Fitchburg has submitted a request for a sewer service area amendment to the *Dane County Water Quality Plan*. The proposed amendment area is currently in the City of Fitchburg and within the Lake Waubesa-Yahara River (HUC 12: 070900020703) and Oregon Branch (HUC 12: 070900020801) watersheds. It includes the addition of approximately 77 acres of land, including <1 acres of proposed environmental corridors and 5 acres of existing development and right-of-way, for a net of approximately 72 developable acres to the Oakhill Correctional Institute Limited Service Area.

A public hearing was held on the proposed amendment at the October 8, 2026 Commission Meeting.

Staff Comments:

It is CARPC staff’s opinion that the proposed amendment is consistent with water quality standards under Wis. Stat. § 281.15, and the *Policies and Criteria for Sewer Service Area Amendments*, adopted into the *Dane County Water Quality Plan* on April 8, 2026. To ensure conformance with the *Dane County Water Quality Plan* and better improve water quality and environmental resource management outcomes, additional required and recommended actions have been enumerated in the management letter.

Staff recommend that the Commission recommend approval of the amendment to DNR in recognition of the requirements and recommendations as enumerated in the attached management letter.

Attachments:

1. Staff Analysis Report
2. Management Letter #2606 – Oakhill Correctional Institute LSA (City of Fitchburg – “DOC Juvenile Center”)
3. [Policies and Criteria for Sewer Service Area Amendments \(April 8, 2026\)](#) (*by link only*)

Staff Contact:

Nick Bower
Water Quality Program Director and Senior Environmental Engineer
NickB@CapitalAreaRPC.org
(608) 474-6019

Next Steps:

The staff report and management letter will be sent to the Wisconsin DNR for an administrative decision.

Staff Analysis of Proposed Amendment to the
Dane County Water Quality Plan
**Revising the Sewer Service Area Boundary and Environmental
Corridors in the Oakhill Correctional Institute Limited Service
Area**
“DOC Juvenile Center”

History of the Oakhill Correctional Institute Limited Service Area

The Oakhill Correctional Institute Limited Service Area (LSA) was formed in 1984 at the request of Dane County on behalf of the Wisconsin Department of Corrections (DOC). At that time, the LSA totaled 345 acres. Apart from an alleged land swap in 1991¹, there have been no amendment requests for the LSA since its creation. Furthermore, records indicated the land swap was never adopted as the sewer service area has remained consistent since original adoption.

Planning in Fitchburg

The City of Fitchburg updated their comprehensive plan in 2020. The Comprehensive Plan is substantially consistent with the adopted [2050 Regional Development Framework](#) (Framework).

The requested amendment area is shown as “Agriculture and Open Space” in the City’s long-range plans. It is zoned “Exclusive Agriculture” and has a Conditional Use Permit (CUP) for governmental/institutional uses.

Current Amendment

The City of Fitchburg is requesting an amendment to the Oakhill Correctional Institute Limited Service Area (LSA) for an area within the City of Fitchburg, to the east of the current LSA boundary. The amendment area is southwest of USH 14 and north of CTH M (see **Map 1**). The requested amendment area totals approximately 77 acres, covering five existing parcels. The Village of Oregon will provide sanitary sewer service and water supply through an intergovernmental agreement. The property is owned by the Wisconsin Department of

¹ Records from the early 1990s contain an RPC resolution recommending approval of a land swap made at the request of Dane County on behalf of the DOC. However, no record of DNR approval exists and there is no evidence suggesting that any mapping change was ever made to this LSA.

Corrections (DOC). As such, despite it being located within the City of Fitchburg, the City only has jurisdiction over zoning matters.

The area is being brought into the sewer service area for development of the DOC's Dane County Juvenile Correctional Facility (JCF) and expansion of the existing GROW Academy, both state-owned facilities. The existing GROW Academy will be served with public sanitary sewer and water supply. The Juvenile Correctional Facility will cover the two northern parcels while the remaining undeveloped parcels are not intended for development.

Existing Conditions

Land Use

The amendment area currently consists of agricultural uses (row crops and woodlots) and the GROW Academy, a DOC juvenile residential facility. The GROW Academy provides juveniles an alternative to incarceration and "step-down" for those returning to the community following incarceration. Surrounding land use is primarily agricultural. The DOC's Oregon Correctional Institute and Oakhill Correctional Institute are located west and northwest of the amendment area (see **Maps 2 and 3**). Planned and uses surrounding the amendment area are generally agricultural. Planned land uses are shown on **Map 4**. Refer to **Table 1** for existing and planned land uses.

Table 1 Existing and Planned Land Use^{2,3}				
Land Use Category	Existing		Proposed	
	Land Use (Acres)	Housing Units	Land Use (Acres)	Housing Units
Agriculture	61.4		0	
Institutional/Governmental	4.1		74.7	
Woodlands	9.2		0.0	
Street Rights-of-Way	2.0		2.0	
TOTAL	76.7		76.7	

² Acreages listed in application materials may vary from acreages shown here due to variations in data sources and mapping methods.

³ Existing Land Use (Map 3) and Planned Land Use (Map 4) may not visually match values in Table 1 and from each other due to varying underlying data sources.

Cultural and Historic Sites

The Wisconsin Historical Society (WHS) has been contacted regarding the presence of any known archaeological sites or cemeteries within the amendment areas. There are no previously recorded archaeological inventories for this area.

Natural Resources

The amendment area is within the Lake Waubesa–Yahara River (HUC 12: 070900020703) and Oregon Branch (HUC 12: 070900020801) subwatersheds (see **Map 5**). There are no wetlands within the amendment area, but there is one mapped directly to the northwest.

The amendment area is not within a drainage district. Wastewater from the amendment area will be treated at the Oregon Wastewater Treatment Facility. The treated effluent is discharged to Oregon Branch which joins with Rutland Branch to form Badfish Creek southeast of the Village.

Wetlands

WDNR’s Wisconsin Wetland Inventory (WWI) does not show any wetlands within the amendment area. There is a WWI-mapped wetland directly to the northwest, within the existing LSA. According to the WWI, this wetland area is classified as palustrine persistent emergent / wet meadow and open water. The minimum 75’ vegetated buffer from this wetland extends into the amendment area and is required to be designated as Environmental Corridor per the adopted Policies and Criteria for Environmental Corridors ([link to document](#)), as part of the *Dane County Water Quality Plan*.

Wetlands are also present along virtually the entire downstream flow path, including along Murphys Creek and culminating at the Waubesa Wetlands complex prior to reaching Lake Waubesa. According to the 2018 Water Resources Management Practicum Report, [Assessing Land Use Impacts and Promoting Community Engagement in the Waubesa Wetlands Watershed](#), the Waubesa Wetlands are a 371-acre state natural area which are locally and internationally recognized as an ecologically, hydrologically, and culturally unique natural resource. Waubesa Wetlands are fed by groundwater, springs, two tributaries (Swan Creek and Murphy’s Creek). The [2008 Dane County Wetlands Resource Management Guide](#) lists the Waubesa Wetlands as a Group I wetland, which are considered the best in the county. A Group I wetland is considered virtually intact and is to be of the highest priority for protection. The guide recommends efforts focused on preventing Group I wetlands from becoming degraded, which includes placing an emphasis on infiltration with any new development in the watershed.

Murphys Creek

Runoff from majority of the amendment area drains to the Lake Waubesa-Yahara River subwatershed. Murphys Creek (WBIC 803900 / WATERSID 803900), is a small 5-mile-long spring-fed tributary to Lake Waubesa, beginning in a wetland complex west of USH 14 and north of Byrne Road in the City of Fitchburg. It flows northeast to Lake Waubesa through the South Waubesa Marsh complex and Lake Waubesa Wetlands State Natural Area. Murphys Creek supports a cool-cold headwater natural community. The creek is classified by WDNR as a restricted aquatic life (RAL) stream and a warmwater forage fishery (WWFF). Murphys Creek has been listed as impaired for total phosphorus since 2018. This water was assessed by DNR during the 2026 listing cycle; based on the most updated information, no change in the existing impaired waters listing was needed.

There is an active DNR monitoring station on Murphys Creek at Lalor Rd (Station ID 10010964). Field measurements from spring-fall 2025 indicated dissolved oxygen levels of 7.75 to 11.98 mg/L, average transparency of 36.5 to 116.5 cm, and a macroinvertebrate index of 2.25 to 2.5. There are no active USGS monitoring stations along Murphys Creek.

Lake Waubesa

Lake Waubesa (WBIC 803700 / WATERSID 11661) is a 2,074-acre lake that is part of the Yahara River chain of lakes and supports a deep lowland natural community. The Lake Waubesa-Yahara River watershed is approximately 23 square miles, comprised of a mixture of urban, industrial, and rural lands.

Lake Waubesa has been listed as impaired for total phosphorus (excess algal growth) since 2012 and perfluorooctane sulfonate (PFOS) in fish tissue since 2022. Lake Waubesa is covered by the Rock River Basin Total Maximum Daily Load (TMDL) project for phosphorus. Lake Waubesa was listed as impaired for mercury in 1998 but was delisted in 2006. This water was assessed by DNR during the 2026 listing cycle; no change in the existing impaired waters listing was needed. There are several active DNR monitoring stations along Lake Waubesa. The Deep Hole station (133125) has been active since 1921 and is part of the North Temperature Lakes Long Term Ecological Research study conducted by the University of Wisconsin-Madison's Center for Limnology. Lab measurements from spring-fall 2025 indicated total phosphorus levels of 0.0128 to 0.0586 mg/L. There is an active USGS monitoring station at Lake Waubesa ([Station ID 05429485](#)), but only gage height is recorded.

Associated with Lake Waubesa are the Waubesa Wetlands located on the southwestern end of the lake, through which Murphys Creek flows through. The Waubesa Wetlands are a unique ecosystem fed by groundwater, springs, Swan Creek and Murphys Creek, and runoff from a 13-square-mile watershed that includes the Town of Dunn and the City of Fitchburg.

Oregon Branch

The remaining runoff from the southeastern portion of the amendment area drains to the Oregon Branch subwatershed. Oregon Branch (WBIC 800700 / WATERS ID 11656) is a small spring-fed stream that originates within the Village of Oregon and flows southeast approximately ten miles to the confluence with Rutland Branch to form Badfish Creek (Map 5). The 22.1 square-mile Oregon Branch subwatershed encompasses predominantly agricultural lands. The creek has a low gradient of 8.2 feet/mile. Prior to the 1920s, Oregon Branch was considered a marginal trout water, but habitat was destroyed by stream ditching and straightening. The combined historic effects of stream channelization, urban and agricultural nonpoint source pollution, and wastewater discharges have greatly modified the original stream characteristics. The stream is classified by WDNR as a limited aquatic life (LAL) stream from its headwaters to the confluence with the Rutland Branch; the stream is classified as a limited forage fishery (LFF).

Oregon Branch has been listed as impaired for PCBs in fish tissue since 2012. This water was assessed by DNR during the 2026 listing cycle; based on the most updated information, no change in the existing impaired waters listing was needed.

There are two DNR monitoring stations on Oregon Branch, one at Rutting Road (Station ID 133105) and one at Sunrise Road (Station ID 133102). Both stations are inactive. Field measurements from summer-fall 2023 indicated dissolved oxygen levels of 8 to 11 mg/L at the Sunrise Road station. There are no active USGS monitoring stations along Oregon Branch.

Badfish Creek

Badfish Creek (WBIC 799500 / WATERSID 11653), a small stream formed by the confluence of the Oregon Branch and Rutland Branch, has also been ditched, straightened, and widened. In the 1970s water quality was poor due to the large volume of effluent from MMSD and Oregon's treatment plant. Improvements in wastewater treatment capabilities and effluent quality since then have improved water quality in Badfish Creek. Since 1983, more than 42 fish species have been observed. Badfish Creek has been listed as impaired for PCBs in fish tissue and sediment since 1998. Badfish Creek is considered a cool-warm mainstem natural community and supports a Warmwater Sport Fishery.

Springs

Springs represent groundwater discharge visible to the casual observer. The Wisconsin Geological and Natural History Survey (WGNHS) maintains an inventory of springs in Dane County and throughout the state. From 2014 to 2017, the WGNHS surveyed springs statewide that were expected to have flow rates of at least 0.25 cubic feet per second (cfs). The Lake Waubesa-Yahara River subwatershed contains two inventoried springs, Dane County Spring #24 and Dane County Spring #14 (see locations on **Map 2**). Dane County Spring #24 is

located just west of US Hwy 14 and south of Byrne Rd, just north of the amendment area. It was surveyed in 2014 with a discharge rate of 1.15 cfs, specific conductance of 832 $\mu\text{S}/\text{cm}$, temperature of 50° F, and a pH of 7.22. Dane County Spring #14 is located at the toe of Lake Waubesa. It was surveyed in 2017, but discharge and water quality measurements were not possible at this location. The Oregon Branch subwatershed contains one inventoried spring, Dane County Spring #26 (see location on **Map 2**). Dane County Spring #26 is located at Thomson Park in the Village of Oregon. It was surveyed in 2016 with a discharge rate of 0.5 cfs, specific conductance of 860 $\mu\text{S}/\text{cm}$, temperature of 50° F, and a pH of 7.12.

Groundwater

In 2012, the WGNHS published a report, *Groundwater Recharge in Dane County, Wisconsin, Estimated by a GIS-Based Water-Balance Model* ([link to report](#)), estimating the existing groundwater recharge rates in Dane County based on the soil water balance method. The study estimates that the existing groundwater recharge rate in the proposed amendment area ranges from approximately 10 inches per year.

Endangered Resources

The WDNR Bureau of Endangered Resources maintains a database representing the known occurrences of rare plants, animals, and natural communities that have been recorded in the Wisconsin Natural Heritage Inventory ([link to website](#)). A screening review of this database conducted by CARPC staff for species designated as endangered, threatened, or of special concern identified two endangered species (one bird and one plant); one threatened bird species; several species of concern (two plant, one snake, one turtle, and one frog); two natural communities; and one State Wildlife Management Area (Hook Lake/Grass Lake Wildlife Area & Natural Area) within a 1 to 2-mile radius of the amendment area. Therefore, it is recommended that a formal Endangered Species Resources Review be conducted by the WDNR or one of their certified reviewers for potential impacts to endangered resources, and habitat protection measures to be implemented if species are found.

The amendment area was reviewed for the High Potential Zone (species likely present) for the federally endangered Rusty Patched Bumble Bee ([link to web map](#)). None of the amendment area is within the High Potential Zone.

Soils and Geology

The amendment area is located within the West Johnstown-Milton Moraines Land Type Association of Wisconsin. The Association classifies the surficial geology of this area as rolling hummocky moraine and outwash plain complex with scattered bedrock knolls.

Surface elevations within the amendment area range from around 933 feet to 1032 feet. There are a few areas of steep (> 12%) and very steep (>20%) slopes in the central and southeastern

portions of the amendment area, as well as along the road and railroad embankments (see **Map 6**).

According to the General Soil Map of Dane County, the soils in the amendment area are in the Batavia-Houghton-Dresden association. These soils are well drained and poorly drained, deep and moderately deep silt loams and mucks that are underlain by silt, sand, and gravel.

Table 2 shows detailed classifications for soils in the amendment area (see **Map 7**) and **Table 3** shows important soil characteristics for the amendment area.

There are no hydric soils within the amendment area (see **Map 7**). Hydric soils are good indicators of existing and former (drained) wetlands. According to the Soil Survey Geographic data for Dane County developed by the NRCS ([link to web soil survey](#)), the St. Charles and Troxel soils (the 7243B and 7197A map units) are not hydric, but they do have a seasonal (April to June) zone of water saturation within 5 feet of the ground surface. These soils are moderately well drained to well drained and therefore do not pose a limitation for buildings with basements.

Table 2
Soils Classification

Soil	% of Area
Batavia Silt Loam; 7105B	34.6
Military Loam; 7804C2	27.1
St. Charles Silt Loam; 7243B	21.4
Troxel Silt Loam; 7197A	7.1
Elk mound Sandy Loam; 246D2	5.6
Dresden Silt Loam; 7325C2	2.8
Dresden Loam; 7425D2	1.4

*Source: Soil Survey Geographic data for Dane County developed by the USDA
Natural Resources Conservation Service*

Table 3
Soils Characteristics

Characteristic	Soil Map Symbols	% of Area
Prime Agricultural Soils	7105B, 7243B, 7197A	63.1
Hydric Soils (Indicates Potential / Restorable Wetlands)	None	0
Poorly Drained Soils with Seasonal High Water Table (< 5')	None	0
Soils Associated with Steep Slopes (> 12%)	246D2, 7425D2	7
Soils Associated with Shallow Bedrock (< 5')	7804C2, 246D2	32.7
Best Potential for Infiltration in Subsoils	7105B, 7804C2, 7243B, 246D2	88.7

Source: Soil Survey Geographic data for Dane County developed by the USDA Natural Resources Conservation Service

According to WGNHS data, bedrock within the amendment area is in the Trempealeau Group. Bedrock in the Trempealeau Formation is quartz sandstone, dolomitic siltstone, silty dolomite, and sandy dolomite, consists of two formations including the Jordan and underlying St. Lawrence Formations, which were combined as one mapping unit. Thickness is up to 75 feet, where not eroded. According to WGNHS data, the depth to bedrock in the amendment area ranges from 45 to 140 feet, with the shallowest depths generally being in the northern portion of the amendment area, and the deepest depths being in the west central portion of the amendment area (see **Map 8**).

As is common throughout much of the upper Midwest, karst features such as enlarged bedrock fractures are prevalent in the local dolomite uplands. Karst features including vertical fractures and conduits provide primary pathways for groundwater movement and can dramatically increase groundwater susceptibility when present. The location of karst features is difficult to predict, and the thickness and type of the overlying soil greatly affects how much water drains into them. Where clay soils are thick, infiltration rates are likely to be very low. However, where bedrock fractures are near the surface infiltration rates can be very high. This can also pose a concern for potential groundwater contamination if improperly managed. *WDNR Technical Standard 1001 – Wet Detention Pond (2007)* and *WDNR Technical Standard 1002 – Site Evaluation for Stormwater Infiltration (2022)* require field verification for areas of the development site considered suitable for stormwater management. This

includes a site assessment for karst features in this area. If shallow karst features are found, adequate protection measures are required to address any potential for groundwater contamination.

Per Dane County ordinance, infiltration practices receiving runoff from source areas that contain impervious surfaces must be located to allow a separation distance of at least 5 feet between the infiltration system and the elevation of seasonal high groundwater, or the top of bedrock, along with certain soil filtering characteristics. However, there is no minimum separation distance for roofs draining to surface infiltration practices. Soil test pits are required as part of the stormwater management plan to ensure that infiltration practices are sited in locations that will not adversely affect groundwater quality.

Contamination

The application includes documentation of a comprehensive review of databases for available information on contamination and other environmental hazards on and surrounding the amendment area. Many records were found, but there were no documented sites within the amendment area. CARPC staff reviewed the DNR Remediation and Redevelopment Tracking System database ([link to database](#)) and Remediation and Redevelopment (RR) Sites Map ([link to map viewer](#)) for records of contamination within the amendment area. No records of investigation or cleanup activities were found.

Proposed Urban Services

Parks and Open Space

There are no parks, open space, or stormwater management areas proposed as part of the amendment area (see **Map 2**).

Wastewater

Overview

Sanitary sewer service will be provided to the proposed development within the amendment area by connection to the Village of Oregon sanitary sewer collection and wastewater treatment system. Flows from the proposed Juvenile Corrections Facility (JCF) in the northern portion of the amendment area will be conveyed via 8-inch gravity sewer to a lift station southwest of the proposed JCF building. The lift station will pump flows via force main to an existing sanitary manhole near the intersection of County Road M and the Wisconsin and Southern Railroad. Flows from the GROW Academy building in the southwest portion of the amendment area will be conveyed via 8-inch gravity sewer directly to the same manhole (see **Map 9A**). Wastewater will then drain south along the Wisconsin and Southern Railroad to the Richards Road Lift Station. Then, wastewater will be pumped west and discharge to 12-inch sewer along Richards Road which will convey flows south and ultimately discharge to the Oregon Wastewater Treatment Facility.

Collection System

The proposed development within the amendment area consists of approximately 75 acres of institutional land uses contributing to wastewater flows. The City estimates populations of 120 people at the new JCF building and 48 people at the GROW Academy building, generating an annual average of approximately 16,800 gallons per day (gpd) of wastewater, or 11.7 gallons per minute (gpm). This assumes an average wastewater generation rate of 100 gallons per capita per day (gpcd). The City estimates that the amendment area will generate a peak daily flow rate of approximately 67,200 gpd (0.067 MGD), or 46.7 gpm (0.104 cfs), utilizing a peaking factor of 4.0 for institutional land uses.

The proposed 8-inch sanitary sewer within the amendment area are anticipated to have minimum capacities of 332 gpm, assuming a design slope of 0.40% (minimum allowable per NR 110), which will provide sufficient capacity for the anticipated peak flows from the amendment area. The lift station near the JCF is anticipated to pump all flows from the amendment area via 3-inch forcemain to existing sewer near the intersection of CTH M and the Wisconsin & Southern Railroad at a rate of approximately 80 gpm. The City's application describes that the Village of Oregon has reviewed the proposed wastewater collection system and confirmed there existed sufficient downstream capacity for the proposed development.

Wastewater Treatment Facility

The Village of Oregon will provide wastewater treatment for the amendment area. The Oregon Wastewater Treatment Facility (WWTF) currently discharges treated effluent on the north bank of Oregon Branch of Badfish Creek, a quarter mile upstream of the Hwy 14 culvert, within the Oregon Branch subwatershed (Lower Rock River Basin). The rated monthly design flow capacity of the facility, according to annual reporting records, is 1.8 million gallons per day (MGD). In the year 2025, the facility received an average monthly influent hydraulic loading of 1.1 MGD (61% of the 1.8 MGD design capacity), including infiltration and inflow, according to the 2025 Compliance Maintenance Annual Report (CMAR) ([link to 2025 CMAR](#)). With the addition of the amendment area (16,800 gpd) at full build-out and another recent development within the Oregon Urban Service Area (70,000 gpd), the Oregon WWTF will receive average daily flows of approximately 1,186,800 gpd and will remain below the design average daily flow capacity of 1,800,000 gpd.

In recent years, the monthly loading has exceeded capacity at times. The Village of Oregon is growing steadily, and the Village recognizes that WWTF upgrades are needed. In July 2020, the Village's engineering consultant prepared a Facilities Planning Document report which recommended maintenance and improvements to the existing WWTF. The planned improvements are intended to be completed in phases, with the first phase (Phase 0) having been implemented in 2020 and the final phase (Phase 3) planned for implementation in

approximately 2035, or as dictated by peak flows. The Oregon WWTF is currently under construction for Phase 1, which includes replacement of aging equipment and additional capacity improvements and will expand the rated capacity from 1.8 MGD to 8 MGD.

The facility's WPDES permit for wastewater effluent discharge to the Oregon Branch – Badfish Creek outfall was reissued on April 6, 2026. Limits from the previous WPDES permit remained in effect until May 1, 2026. According to the 2025 CMAR – during which the facility would have been subject to the previous WPDES permit limits – the Village did not have any issues meeting its permit limits for effluent discharge. Below is a summary of the major effluents reported on in the 2025 CMAR:

- The biochemical oxygen demand (BOD) effluent quality for 2025 was below the monthly average limit, with a monthly average of 7.8 mg/L (39% of the limit) and a maximum concentration of 13 mg/L (65% of the limit) for the months of April and May.
- The total suspended solids (TSS) effluent quality for 2025 was below the monthly average limit, with a monthly average of 5.8 mg/L (29% of the limit) and a maximum concentration of 10 mg/L (50% of the limit) for the month of April.
- The ammonia (NH₃) effluent quality for 2025 was below the monthly average limits (limits vary by month), with a monthly average of 0.3044 mg/L (0 – 23% of the limit) and a maximum concentration of 1.120 mg/L (11% of the limit) for the month of February.
- The phosphorus (P) effluent quality for 2025 was below the monthly average limit, with a monthly average of 0.42 mg/L (42% of the limit) and a maximum concentration of 0.604 mg/L (60% of the limit) for the month of August.

The WWTF discharges to a tributary of the Rock River, and thus the WPDES permit includes TSS and phosphorus limits to comply with the Total Maximum Daily Load developed for the Rock River Basin to protect and improve water quality. In the case of phosphorus, the future water quality-based effluent limit (WQBEL) has a six-month seasonal average limitation of 0.075 mg/L and a monthly average limitation of 0.225 mg/L, based on current in-stream phosphorus data. To meet the WQBEL for phosphorus, Oregon WWTF has been approved by the Wisconsin DNR to implement a watershed adaptive management approach (WAM) through participation in the Yahara Watershed Improvement Network (Yahara WINs) to implement phosphorus reducing practices within the watershed ([link](#)). The adaptive management interim limitation for phosphorus is 0.6 mg/L, expressed as a six-month average (May through October and November through April), and went into effect beginning the period from May 1, 2023, through October 31, 2023. Based on the updated WPDES permit,

the new adaptive management interim limit for the six-month average will reduce to 0.5 mg/L, effective May 1, 2026.

Water System

Overview

Water will be provided to the amendment area by connection to the Village of Oregon's municipal water system. Oregon Municipal Water and Sewer Utility provides municipal water through a public water distribution system which includes approximately 333,000 lineal feet of water main and four active high-capacity groundwater wells. The active wells have an average capacity of 850 to 1,000 gallons per minute (gpm). In total, the gross capacity of the municipal wells is approximately 3,550 gpm, or 5.11 million gallons per day (MGD). The firm capacity (with the largest well assumed to be out of service) is approximately 2,550 gpm, or 3.67 MGD. The Village has three ground-level reservoirs, two standpipes, and one elevated tank, with a combined storage capacity of 1.27 million gallons.

Water supply within the amendment area will be provided by 12-inch mains connecting to existing 10-inch water main on County Trunk Highway M, directly south of the North Standpipe (**Map 9B**). From the connections to existing water main near the southeast corner of the amendment area, water main will be extended west along CTH M and north along the Wisconsin & Southern Railroad and looped through the amendment area near the location of the proposed Juvenile Corrections Facility. Although the City's application does not specify the location of the water main connection for the GROW Academy, it is assumed that the Academy will ultimately be served by the municipal water system. As such, the anticipated demand from the GROW Academy has been included in the following calculations to verify that adequate capacity exists to serve all proposed developments within the amendment area.

System Evaluation

According to the 2025 Annual Report to the Public Service Commission of Wisconsin ([link to 2025 Annual Report](#)), the Village pumped an average of 635 gpm, or 0.91 MGD, in 2025, which is approximately 25% of its firm pumping capacity. In 2025, the maximum amount pumped in any one day was 1,010 gpm, or 1.46 MGD. The City's application reports that usage records since 2020 indicate average daily demand on the system at approximately 594 gpm, or 0.86 MGD, which is reasonably consistent with the Annual Report value. The City's application also reports an average peak hourly demand of 2,307 gpm, or 3.3 MGD, based on usage records.

Water losses in the Village's distribution system were an average of 110,844 gpd, or 0.11 MGD, in 2025, which accounted for 12% of the net water supplied. Approximately 96% of this was due to unreported and background leakage, with the remaining due to reported leaks and other apparent losses. In 2025, there was 7 main breaks and 3 service breaks which were repaired.

Water losses in the Village's distribution system were 7% in 2024 and 6% in 2023. The Wisconsin Administrative Code PSC 185.85(4)(b) requires a utility with more than 1,000 customers to submit a water loss control plan to the Public Service Commission (PSC) if the utility reports its percentage of water losses exceeds 15%.

The proposed development within the amendment area consists of approximately 75 acres of institutional land uses contributing to water demand. The Juvenile Corrections Facility (JCF) is expected to house 40 juveniles and accommodate 81 staff members and 181 visitors per day. The City's application assumes that the GROW Academy will generate approximately 40% of the wastewater flows from the JCF; the same assumption was used to identify water demand from the GROW Academy. Applying the ASPE Table 8-8 Demand Flows from Institutional Sources cited in the City's application (119 gpd per inmate, 10.6 gpd per staff member, and 0.5 gpd per visitor), the annual average daily water demand for the amendment area will be approximately 8,000 gallons per day, or 5.6 gpm. The estimated peak hourly demand is 1,333 gallons/hour, or 22.2 gpm, based on a peak hourly demand factor (average daily to peak hourly) of 4. Including the projected demand from the amendment area and demand from a separate development anticipating connection to the Village of Oregon water system, the total average daily demand on the water system (635 gpm existing, based on 2025 PSC Annual Report) is anticipated to be 691 gpm. The peak hourly demand (2,538 gpm existing, based on a peak hourly demand of 4) is anticipated to be 2,754 gpm. This is within the gross capacity of the system with all four wells running but does exceed the firm capacity. If the largest well is down, water from storage will be required to meet the peak hourly demands on the system (note: these calculations include demand from the GROW Academy and use a conservative peak hourly demand factor). Nonetheless, it is anticipated that the existing water supply system will support the additional demand from the proposed amendment area. The estimated average daily water demand from the amendment area represents an increase of about 1% of the current demands on the system.

It is anticipated that the existing water supply system will support the additional demand from the proposed development within the amendment area.

Stormwater Management System

Overview

The amendment area is within the Lake Waubesa-Yahara River and Oregon Branch subwatersheds (see **Map 5**). This area currently consists mostly of agricultural row crops, three wooded areas, and one existing developed parcel (The GROW Academy) (see **Map 2** and **3**). The amendment area is relatively flat across much of the area currently in agricultural use but has some moderate slopes coinciding with the wooded areas. The amendment area generally drains to the west from a local high point along the east edge, with a smaller area in the southeast corner draining south (see **Map 6**). A majority of the site

ultimately flows north along the railroad tracks, through a series of wetlands and internally drained areas, and to Murphys Creek approximately three-quarters of a mile to the north of the site. Once it reaches Murphys Creek, it flows northeast through additional wetlands, including the Waubesa Wetlands and to Lake Waubesa. Runoff from the portion which drains south flows across CTH M, through agriculture fields and into the Village of Oregon, eventually make its way to the Oregon Branch.

Much of the site is within the internally drained watershed of a series of depressions, often referred to as closed basins or glacial kettles, along the western side of the railroad tracks. Internally drained areas lack a defined drainageway or stream outlet, and the only mechanisms for water to leave the basin under average rainfall conditions are by infiltration and evapotranspiration. Changes to the watershed resulting in increased volumes of runoff (e.g., from an increase in impervious surfaces) can potentially impact surrounding and downstream properties and water resources if the increases are not mitigated. Enhanced stormwater management considerations for runoff quantity are important in closed basins to avoid unintended impacts on surrounding properties and water resources. The overflow elevation for the closed basin located immediately west is approximately 958 ft (by inspection of contours provided on DCiMaps). Once this elevation is reached with the water level, flow continues north through additional depressional areas and wetlands.

Performance Standards

The proposed development within the amendment area is for a state-owned facility on parcels owned by the Wisconsin Department of Corrections (DOC). As such, despite it being located within the City of Fitchburg, the only authority which has permitting and compliance jurisdiction over stormwater is Wisconsin DNR. WDNR stormwater standards are contained within Administrative Code Chapters NR 151 and NR 216. The primary performance standards required by WDNR include peak rate control for the 1- and 2-year, 24-hour storm events, controls to provide 80% reduction in total suspended solids (TSS), and volume control through infiltration (or stay-on) to provide a percentage of the existing stay-on volume (in predevelopment conditions), depending on the level of imperviousness on the site. For "low imperviousness" sites (up to 40% connected imperviousness), 90% stay-on is required; for "moderate imperviousness sites (40-80% connected imperviousness), 75% stay-on is required. Based on the application materials, the construction site (limits of disturbance) is approximately 39% impervious.

Notwithstanding, compliance with the areawide water quality management plan is also required, which includes any performance standards made a condition of DNR approval of this amendment request. Since state standards are generally less protective than local and county ordinances, DOC and the development team have agreed to pursue compliance with some key local and county level ordinances in an interest to protect water quality. This

includes providing peak rate control for the 10-, 100-, and 200-year, 24-hour design storm event, infiltration to provide 90% of the predevelopment stay-on, and oil/grease control to control for hydrocarbons coming from the parking lot. These are considered standards requirements for development within the county and exceed the state standards.

Proposed Stormwater Management Plan

A stormwater management plan was provided for the proposed DOC facility with the application materials. The current design includes two wet detention basins, both discharging to the west and through the series of closed depressions and wetlands and to Lake Waubesa (see **Map 9C**). This maintains the existing hydrology of the amendment area. The proposed plan provides for peak rate control through the 100-year, 24-hour storm event, 80% TSS reduction, and approximately 85% infiltration (stay-on). It is understood that the site was designed to meet the infiltration requirement for “moderate imperviousness”, which only requires 75% infiltration per NR 151. Based on the area of imperviousness reported in the application, the site meets the requirements for “low imperviousness”, which requires 90% stay-on. We understand there may be other factors that led to the decision to design to this standard and that within the context of other permitting considerations this may have been deemed acceptable; however, recognizing the importance of infiltrating stormwater to maintain baseflow and protect water quality, achieving 90% infiltration (minimally) wherever feasible is a priority for the region, especially with a groundwater dominated system. Infiltration of stormwater reduces the volume of water running off the site, thereby reducing the sediment, phosphorus and other contaminants being delivered to downstream water resources, and provides the baseflow to sustain wetlands and streams, especially in dry weather.

Beyond the typical performance standards described above, pretreatment of stormwater runoff for TSS and peak discharge rate attenuation is required prior to entering wetlands in accordance with NR 151 regulations. Avoiding direct and secondary impacts to wetlands is also required, requiring that changes to wetland functional values be avoided in accordance with NR 103, which includes maintaining wetland hydrology. Practically what this means is providing volume control for the 1-year, 24-hour storm event to approximately match the existing volume of runoff being delivered to downstream wetlands.

As mentioned under the *Performance Standards* section, the project owner and design team have committed to revising their design to meet these additional standards beyond what is required by state statutes in the interest of water quality protection. The general intent is to revise the northern wet basin to be a paired wet basin and infiltration basin to provide additional stay-on, while meeting peak rate control standards through the 200-year storm event. Additionally, filter inserts within storm catch basins will be added to the design to

provide oil/grease control. It is anticipated that stormwater facilities will be owned and managed by the Department of Corrections.

Temporary stormwater management and erosion control using appropriate best management practices during construction will also be required, including appropriate phasing of ground disturbing activities to limit the amount of exposed soil. Depending on the extent of construction, a particular emphasis on limiting offsite transport of sediment from the construction area will be important to reduce any transport of sediment or nutrients from the existing site to the wetlands.

NR 151.124(4)(a)2. and 811.12(5)(d) of the Wisc. Admin. Code includes separation requirements for potential contamination sources, including a 400-foot setback for infiltration basins from public wells and up to a 100-foot setback from private wells for certain stormwater facilities. There are two private wells within or immediately adjacent to the amendment area, according to the Wisconsin DNR Well Inventory Viewer database ([link](#)). The final design of stormwater facilities will need to account for private (non-community) wells associated with the existing private wells and maintain proper setbacks in accordance with NR 812 regulations. Existing onsite private wells which will be abandoned must be done so and sealed in accordance with applicable DNR and local requirements.

A detailed stormwater management plan review and approval by state and local (when having jurisdiction) agencies is required prior to beginning any development construction. Additionally, conformance with the areawide water quality plan is required for any developments which extend or connect to the public sanitary sewer system. CARPC typically reviews for conformance as part of the sewer extension permitting process. The stormwater plan will be required to meet all stormwater management and performance standards applicable at the time of development, as well as any performance standards made a condition of DNR approval of this amendment request.

Impacts and Effects of Proposal

Environmental Corridors

The proposed amendment area includes a total of approximately 0.03 acres of Environmental Corridor (see **Map 11**). This will include the required 75' vegetated buffer of the WWI-mapped wetland within the LSA to the west in accordance with the Policies and Criteria for Environmental Corridors ([link to document](#)). A small amount of what is proposed as Environmental Corridor also coincides with mapped Voluntary Environmental Corridor, as described below.

Estimated Environmental Corridors are required to be included in Environmental Corridors when those areas are added to the urban service area. Estimated Environmental Corridors

include natural resource features such as the 1% annual chance floodplain, waterbodies, streams and wetlands, plus their required vegetative buffers, riparian steep slopes, existing public lands, parks, and conservancy areas, and existing stormwater management facilities. These areas are mapped based on regionally available information, such as the Wisconsin Wetland Inventory data.

The proposed amendment area includes 72.4 acres mapped as Voluntary Environmental Corridor, including potentially restorable wetlands, internally drained areas, and old growth woodlands, of which 0 acres are proposed to be designated as Environmental Corridor with this amendment (see **Map 11**). Voluntary Environmental Corridors are natural resources that are not legally protected from development, but still provide important benefits to the region, and are advised to be considered for inclusion in Environmental Corridors, above the minimum requirements. This concept is described more in the [2050 Regional Development Framework](#) (Framework) and is aimed at achieving the goal of conserving water resources and natural areas. The Voluntary Environmental Corridor recommendations include natural resource features such as the 0.2% annual chance floodplain, potentially restorable wetlands, internally drained areas, hydric soils, endangered and sensitive habitats, unique geological formations and glacial features, riparian steep slopes between 12%-20% in the driftless portion of the county, riparian wooded areas that contain high-quality woodlands, current/potential Ice Age Trail Corridor, and Natural Resource Area boundaries identified in the Dane County Parks and Open Space Plan.

Phasing

The amendment requested is under 100 acres and does not require a phasing plan broken down by 10-year increments. Planned development includes the northern portion of the amendment area. The existing facility to the southeast will remain active, including its agricultural activities. DOC is considering future expansion of the facility..

Surface Water Impacts

Development creates impervious surfaces (e.g., streets, parking areas, and roofs) and typically alters the natural drainage system (e.g., natural swales are replaced by storm sewers). Without structural best management practices (e.g., detention basins and infiltration basins) this would result in significantly increased stormwater runoff rates and volumes, as well as reduced infiltration (i.e., groundwater recharge). Even when designing to current state requirements, development results in increased runoff volume and reduced infiltration volume. Without structural best management practices for erosion control, development would also cause substantial short-term soil erosion and off-site siltation from construction activities. Scientific research has well documented that without effective mitigation measures, the potential impacts of development on receiving water bodies can include the following:

- o Flashier stream flows (i.e., sudden higher peaks)
- o Increased frequency and duration of bank-full flows
- o Reduced groundwater recharge and stream base flow
- o Greater fluctuations in water levels in wetlands
- o Increased frequency, level (i.e., elevation), and duration of flooding
- o Additional nutrients and urban contaminants entering the receiving water bodies
- o Geomorphic changes in receiving streams and wetlands

Natural drainage systems attempt to adapt to the dominant flow conditions. In the absence of mitigation measures, the frequency of bank-full events often increases with urbanization, and the stream attempts to enlarge its cross section to reach a new equilibrium with the increased channel forming flows. Higher flow velocities and volumes increase the erosive force in a channel, which alters streambed and bank stability. This can result in channel incision, bank undercutting, increased bank erosion, and increased sediment transport. The results are often wider, straighter, sediment laden streams, greater water level fluctuations, loss of riparian cover, and degradation of shoreland and aquatic habitat.

Since 2002, there have been stormwater management standards in effect at the state, county, and local level to require stormwater management and erosion control plans and structural best management practices designed to address the impacts of development on water quality, runoff volumes, peak flows, water temperature, and groundwater recharge. In 2011, county and local standards for runoff volume control were increased beyond state standards to further address the potential stormwater impacts of development. Since 2010 many communities adopted even higher standards for volume control through their own ordinances or as part of USA amendment agreements. In 2017, State statute 281.33(6)(a)(1) was changed to limit the ability of local governments to provide more protective standards for runoff volume control through local ordinances making it more difficult to fully mitigate the effects of development on receiving waters. In 2021, Dane County adopted peak rate control requirements for the 200-year storm event in their ordinance as well as requirements for closed basins, which applies to all communities in Dane County.

The City of Fitchburg, Department of Corrections, and development team proposes to mitigate the urban nonpoint source impacts of the proposed development by requiring the implementation of various stormwater best management practices that will be designed and constructed to meet all state standards for pollutant reduction, runoff volumes (infiltration), and peak flows. Additional standards (generally in line with local ordinances) will also be met in the interest of water quality and protecting downstream resources. Together, achieving these standards will help to address the potential water quality impacts of stormwater runoff from the proposed development on the receiving waters.

Regional partners are actively working to address chlorides through the [Wisconsin Salt Wise Partnership](#). WI Salt Wise's chloride reduction trainings are open to all municipal and private winter maintenance professionals in the region. City of Fitchburg and Department of Corrections personnel are encouraged to attend winter salt certification classes and training for winter road maintenance to stay current on the latest trainings.

Groundwater Impacts

Without effective mitigation practices which exceed state, county and local ordinance, converting natural areas to urban development shifts the ground/surface water balance in streams and wetlands from a groundwater-dominated system to one dominated more and more by surface water runoff. This can result in a reduction in baseflow to streams, which is crucial for maintaining stream flow between precipitation events. This can also result in subsequent reductions in stream quality and transitions to less desirable biological communities more tolerant to these impaired conditions.

Groundwater modeling using the 2016 Groundwater Flow Model for Dane County, developed by the WGNHS ([link to website](#)), shows that 2010 modeled baseflow in Murphys Creek at the crossing with CTH MM decreased compared to predevelopment flow conditions. These reductions are likely due to the cumulative effects of well water withdrawals and loss of baseflow due to development in the groundwatershed. Pre-development conditions represent no well pumping within the model. Further decline compared to 2010 conditions is anticipated for the year 2040, according to modeling. Refer to **Table 4** below.

Table 4
Modeled Baseflow Results Due to Current and Anticipated
Future Municipal Well Water Withdrawals
(All Municipal Wells)

Stream	No Pumping	2010	2040
Murphys Creek (at CTH MM) (FID 2097)	0.21 cfs	0.19 cfs	0.16 cfs

Source: Groundwater Flow Model for Dane County, developed by the WGNHS (2016 Modeling)

Generally, groundwater discharge occurs along the entire length of perennial streams and is the source of stream baseflow. The loss of baseflow from the cumulative effects of well water pumping and the loss of groundwater recharge due to urbanization is a regional issue, beyond the boundaries of a single USA Amendment or even a single municipality. This issue is discussed along with potential management options in the updated *Dane County Groundwater Protection Planning Framework* ([link to report](#)). Reducing per capita water

demand and fully maintaining pre-development groundwater recharge by infiltrating stormwater runoff helps to replenish groundwater, maintain baseflow, and mitigate this impact. The regional groundwater model is a useful tool for evaluating different configurations and scenarios of municipal groundwater well withdrawals on these stream systems.

Public Participation Comments

As of this publishing (September 30, 2026), no comments from the public have been received. If comments are received prior to the public hearing, they will be distributed to Commissioners and appended to this report prior to final submission to WDNR.

A public hearing will be held on the proposed amendment at the October 8, 2026, meeting of the Capital Area Regional Planning Commission. A recording of the public hearing will be available as part of the video recording of the full Commission meeting on the CARPC Meetings webpage ([link](#)). Prior to submission of this report to WDNR, this section will be updated to document discussions.

Conclusions and Staff Water Quality Recommendations

There is sufficient existing treatment plant system capacity at the Oregon Wastewater Treatment Facility to serve the proposed amendment area. There is sufficient existing capacity in the collection system to serve the initial phase(s) of development.

Prior to formal application for the proposed amendment, a meeting between affected parties was held to review submittal requirements, process, schedule, and any topics of concern. No unmitigated water quality concerns were identified at that time. Participants included the City of Fitchburg, Village of Oregon, Department of Administration, and other members of the development team.

The City of Fitchburg, Department of Corrections, and development team propose to mitigate the potential urban nonpoint source impacts of the proposed development on the receiving waters by requiring the implementation of stormwater best management practices that are designed and constructed to meet current standards for pollutant reduction, runoff volumes (infiltration), and peak flow rates.

It is CARPC staff's opinion that the applicant has satisfactorily complied with the *Policies and Criteria for Sewer Service Area Amendments* adopted in the *Dane County Water Quality Plan* on April 8, 2026. Furthermore, it is CARPC staff's opinion that the proposed amendment, through adherence to the enumerated conditions below and other applicable standards, is consistent with water quality standards contained in Wis. Stat. § 281.15. In addition to the existing state and local requirements, the Village of Oregon and development team have

agreed to pursue additional measures for the amendment area to ensure consistency with water quality standards. Additional actions have also been recommended below to further improve water quality and environmental resource management, though these are not required for consistency with water quality standards.

State and Local Requirements

Among other applicable state and local requirements, development within the amendment area is required to meet the following:

1. Environmental Corridors shall be delineated to meet the Environmental Corridor Policies and Criteria adopted in the *Dane County Water Quality Plan* (those which are current at the time when the ‘full scope’ of the development proposal is known).

Note: The [current version](#) of the *Environmental Corridor Policies and Criteria* was adopted on August 31, 2026. Since the ‘full scope’ of the proposed ‘DOC Facility’ development was known prior to this update, this specific development is considered grandfathered and only subject to the [2008 version](#) (though elective compliance with the newer policy is acceptable). Refer to [Resolution 2026-12](#) for details on the implementation schedule of the new policy.

2. Sediment and erosion control practices must be installed prior to other land disturbing activities to reduce the occurrence of sediment transport offsite during construction. Infiltration practices must be protected from compaction and sedimentation during land disturbing activities.
3. Review and approval of the final stormwater management plan(s) for each development site within the amendment area by Regional Planning Commission staff is required, typically occurring during the sewer extension review process. Stormwater management plan(s) shall meet or exceed all applicable standards required by Wisconsin DNR, including:
 - a. Post-development peak runoff rate control for the 1- and 2-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates.
 - b. Sediment control for the average annual rainfall period to reduce total suspended solids leaving the post-development site by at least 80%, as compared to no runoff management controls, with sediment control pretreatment occurring prior to infiltration as prescribed by WDNR Technical Guidance 1003 depending on the land use type.

- c. Post-development infiltration (stay-on) volume control to required levels based on the level of imperviousness on the site. to maintain at least 90% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period, without exception for sites determined to be within a closed basin watershed. For 'low imperviousness' sites, post-development infiltration (stay-on) volume control is required to maintain at least 90% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period.

Additional Agreements for the Amendment Area

In addition to the above requirements, the City of Fitchburg, Department of Corrections, and development team have agreed to pursue the following measures for the amendment area:

1. Post-development peak runoff rate control for the 1-, 2-, 10-, 100-, and 200-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates, consistent with typical requirements of City of Fitchburg.
2. Oil and grease control to treat the first one-half inch of runoff using the best available technology for commercial, institutional, and any other land uses where the potential for pollution by oil or grease exists, consistent with typical requirements of City of Fitchburg.

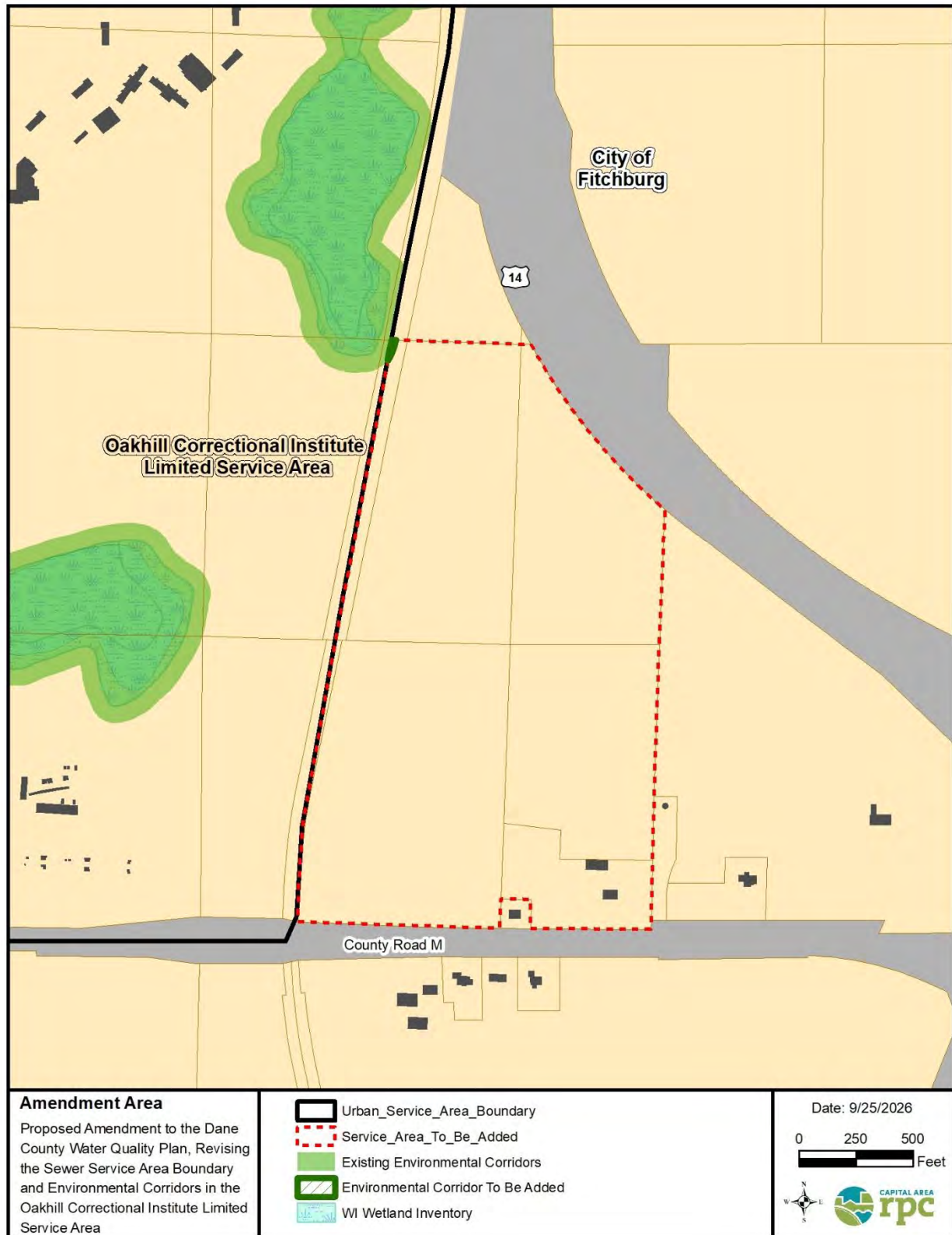
Recommendations

It is recommended that the City of Fitchburg, Department of Corrections, and development team pursue the following to further improve water quality and environmental resource management:

1. Except where required due to performance or technical requirements, utilize erosion control mats which contain natural jute or coir fibers in lieu of products containing plastic netting to reduce the amount of microplastics and chemicals migrating into soils and downstream water resources.
2. Foster the responsible use of chlorides by encouraging public and private winter maintenance professionals to attend the winter salt certification classes offered by Wisconsin Salt Wise, and by ensuring proper calibration of water softening equipment.
3. Encourage the removal and control of invasives and the use of native flora in landscaping for stormwater management areas and all areas designated as Environmental Corridor, where appropriate for the intended use.
4. Take necessary habitat protection measures based on the results of the Endangered Resources Review completed by the WDNR for potential impacts to endangered

resources like rare plants, animals, and natural communities (Note: a screening conducted by CARPC staff indicates possible presence of threatened resources).

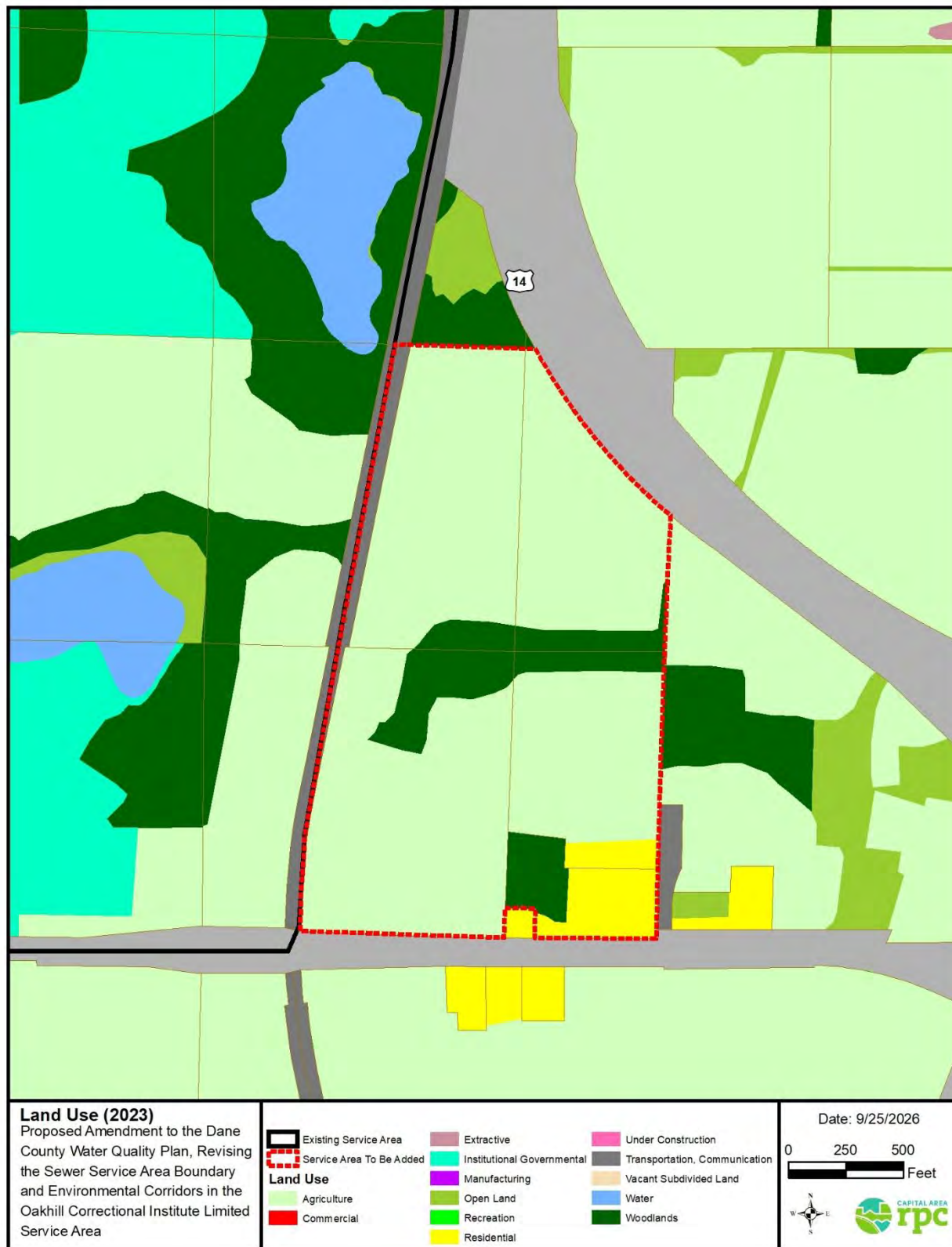
Map 1 - Amendment Area



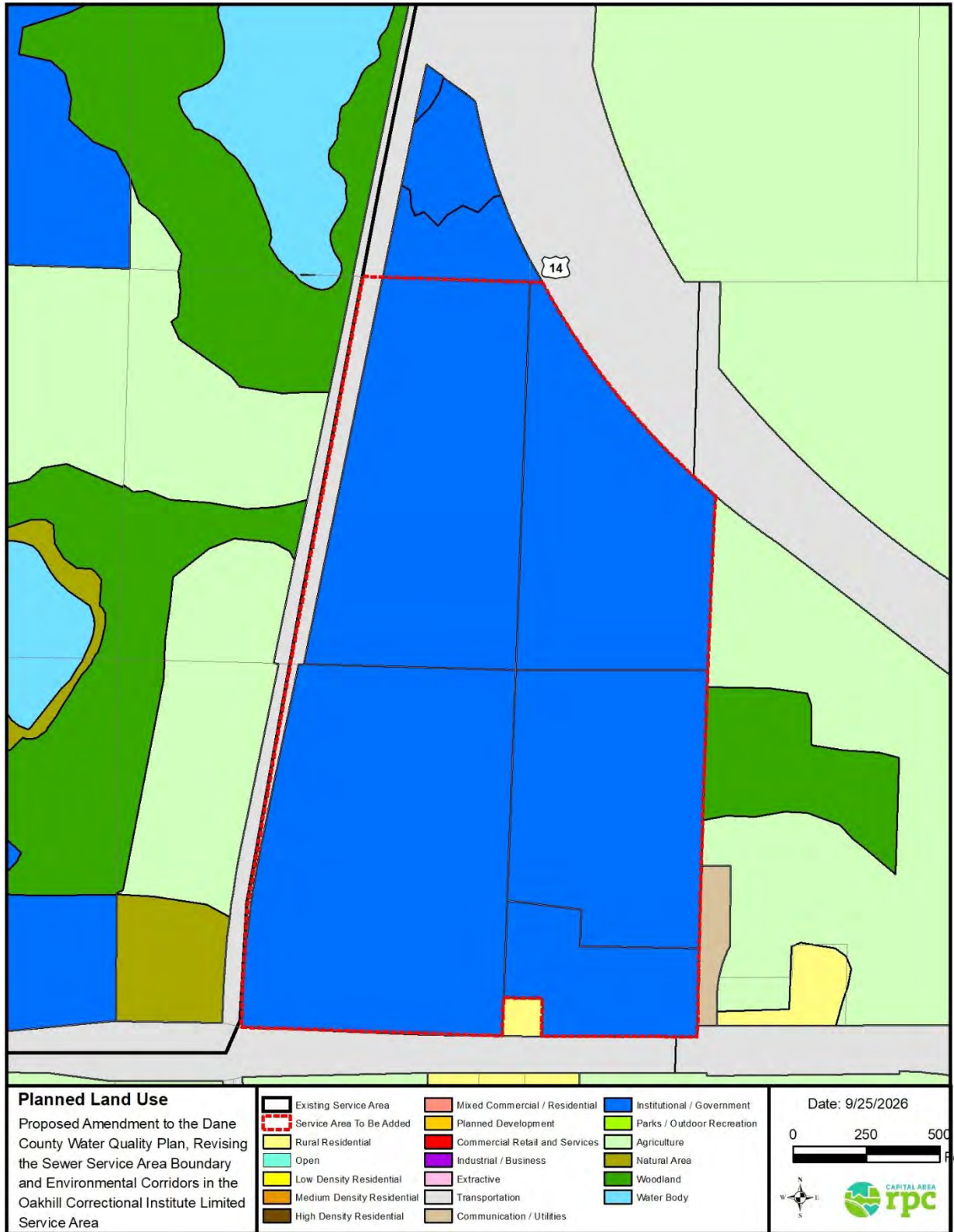
Map 2 – Aerial



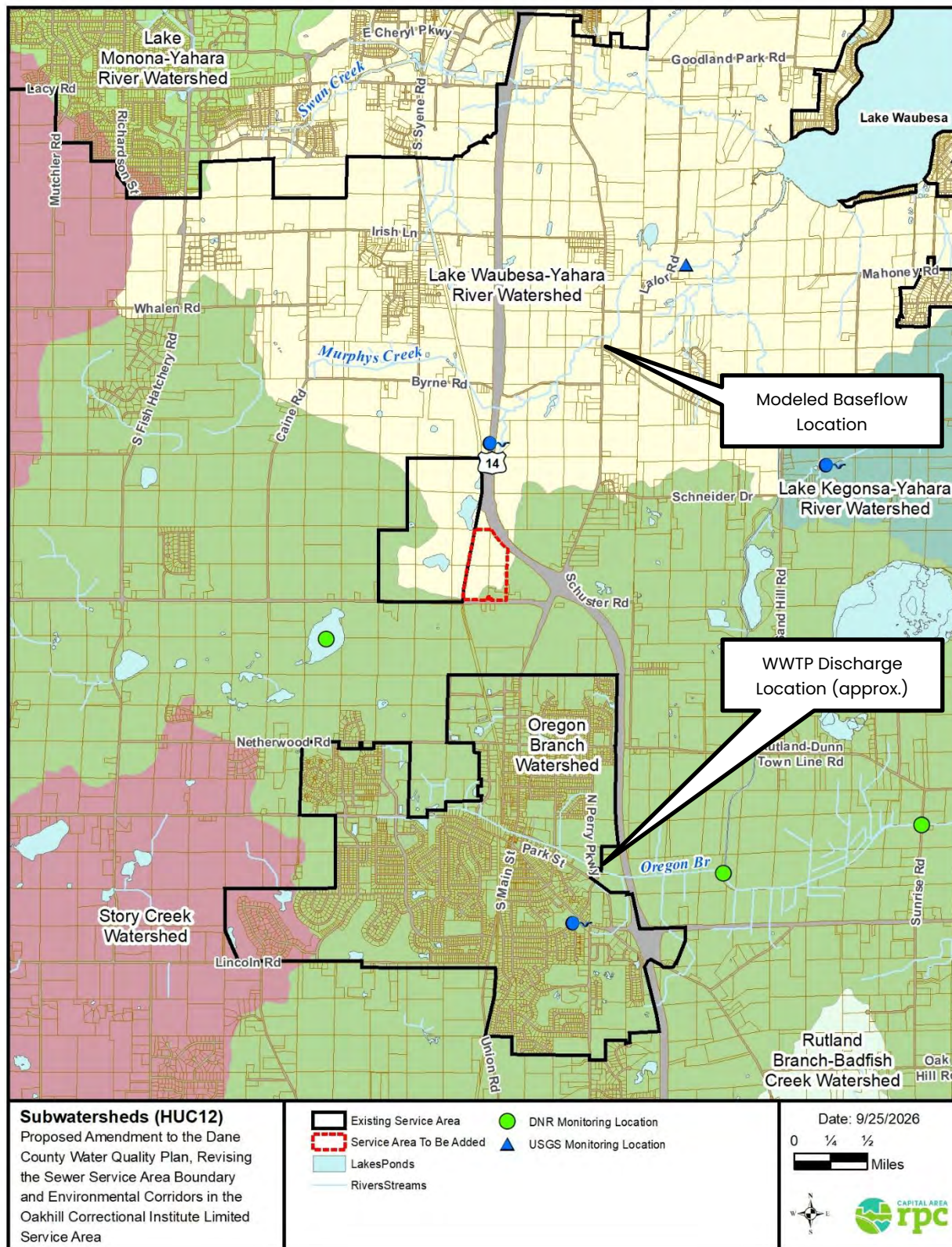
Map 3 – Existing Land Use



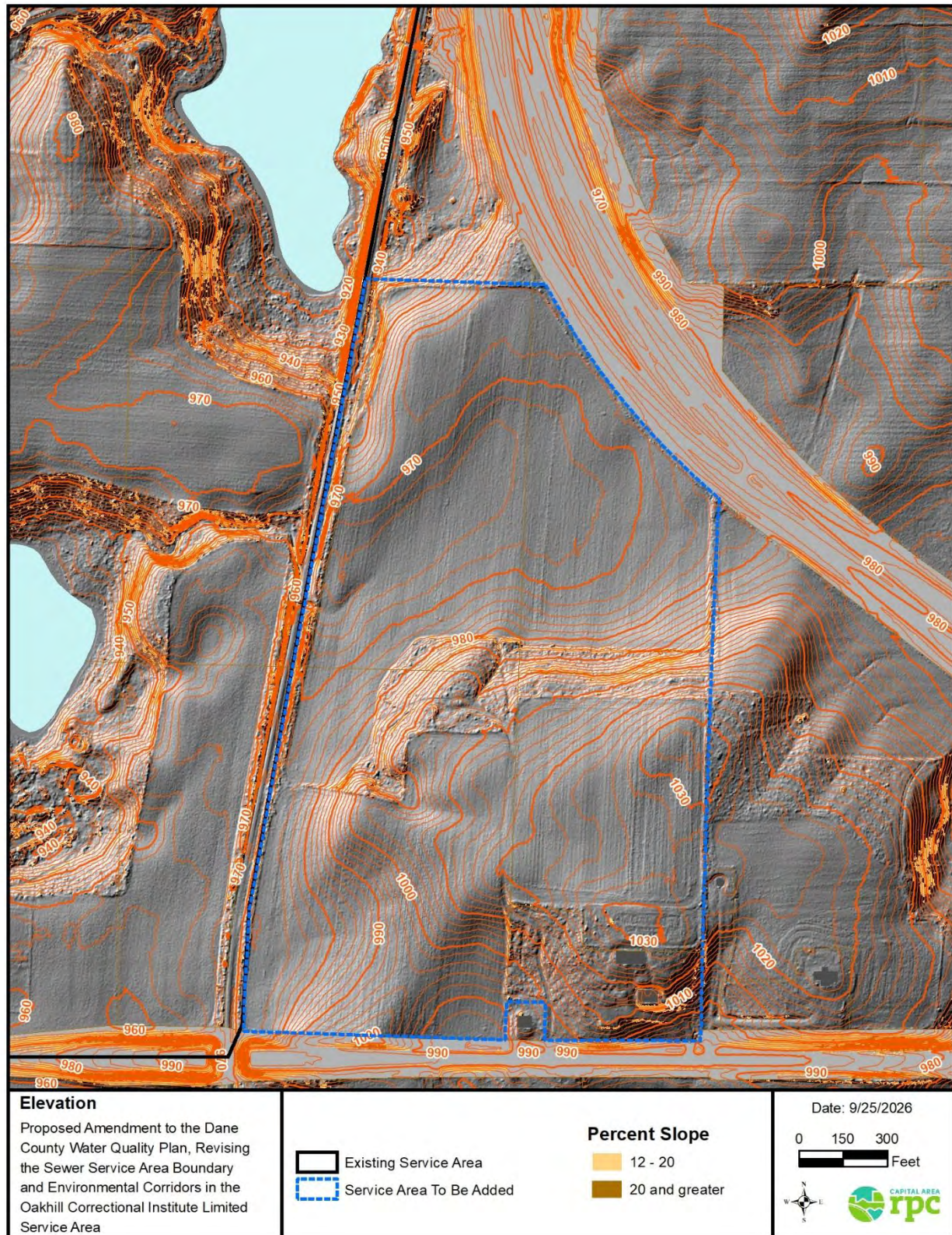
Map 4 – Planned Land Use



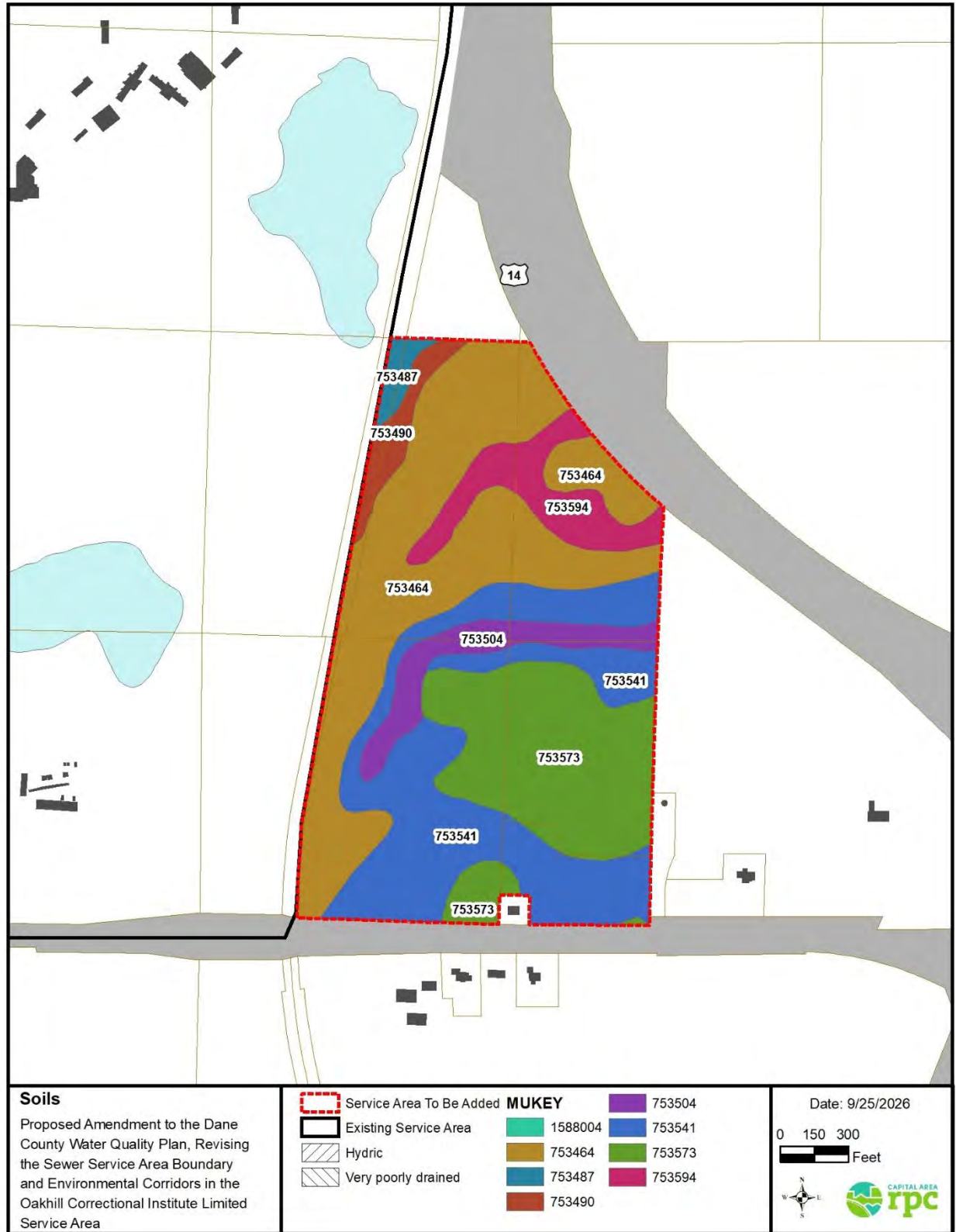
Map 5 – Subwatersheds



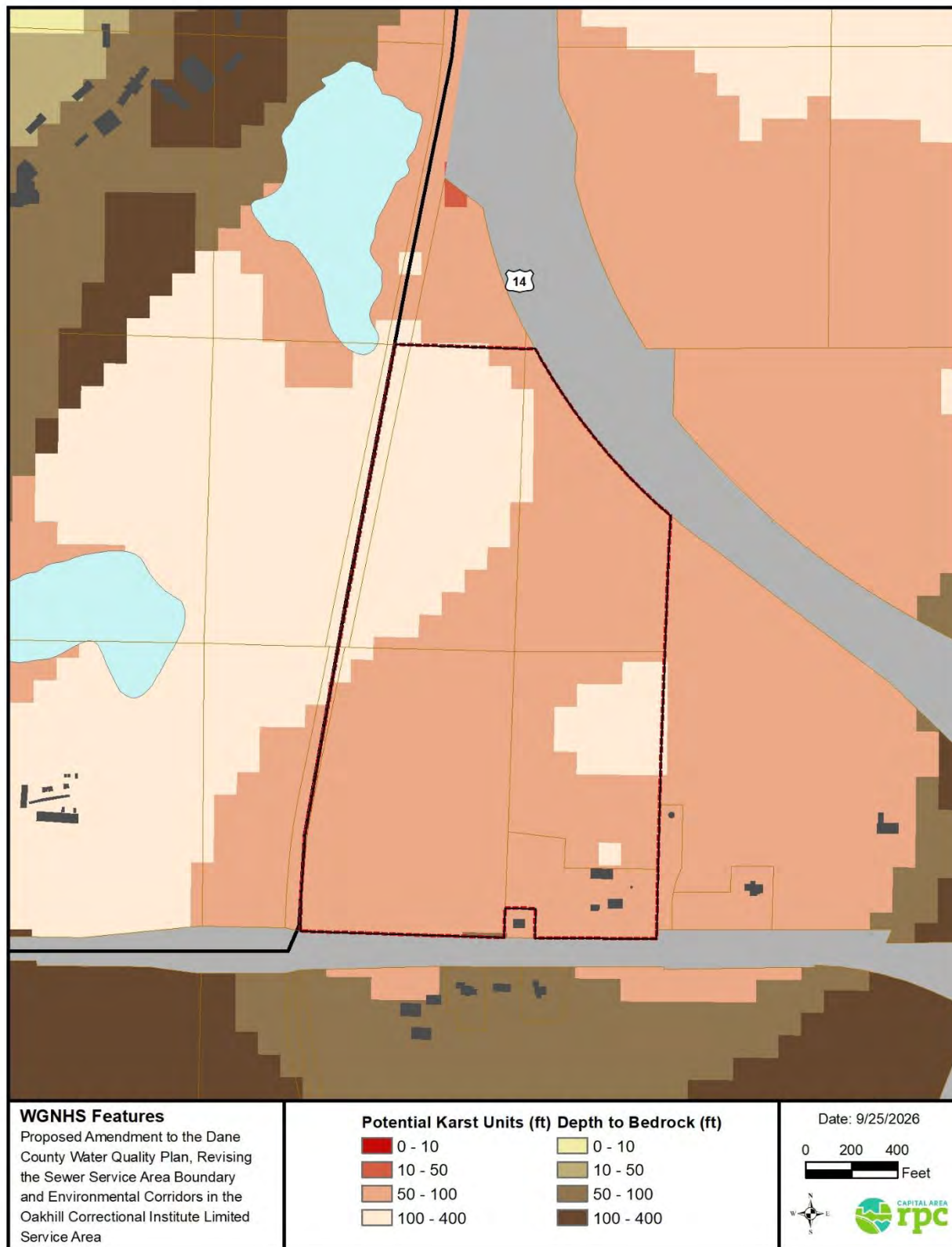
Map 6 – Elevations



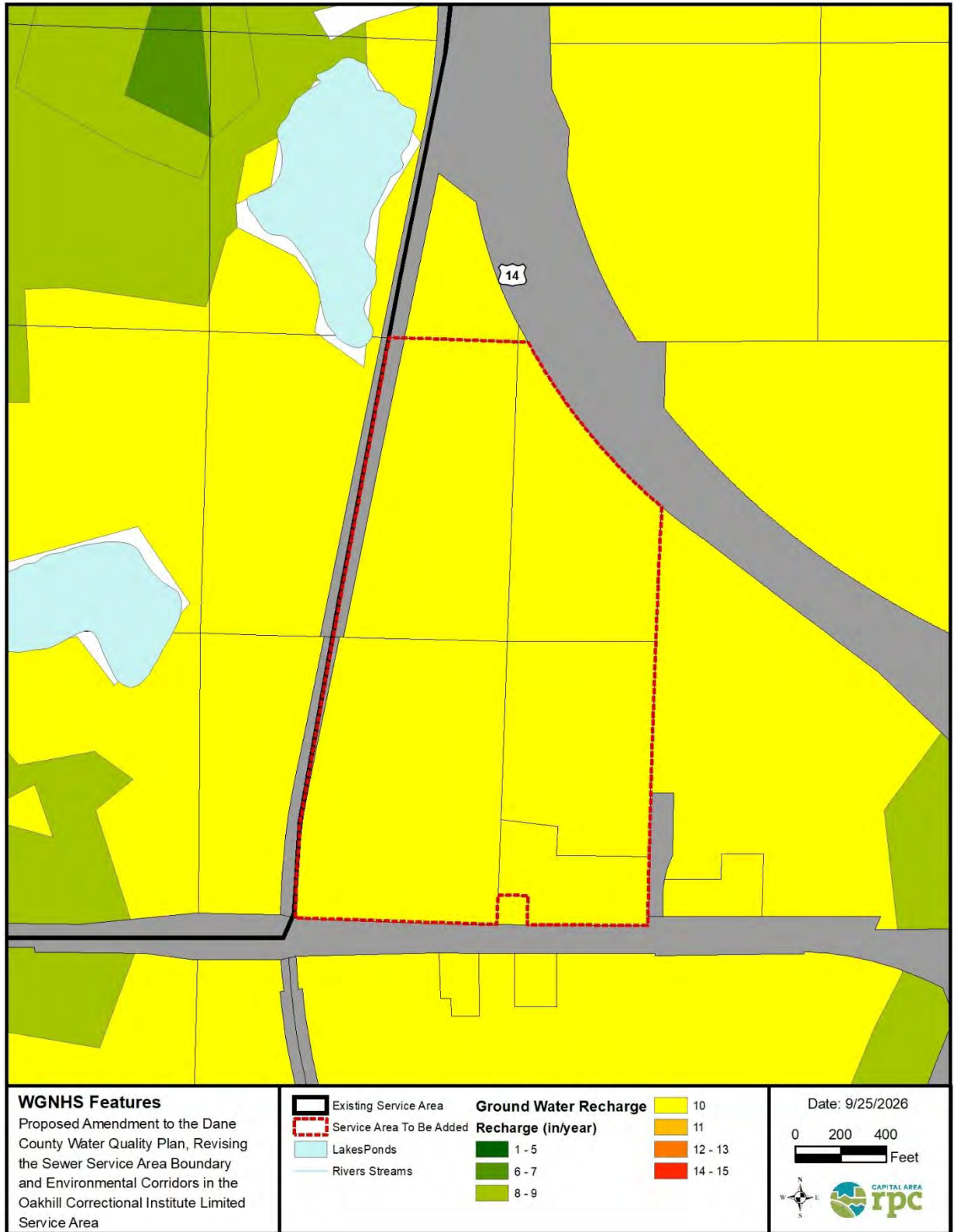
Map 7 - Soil Type



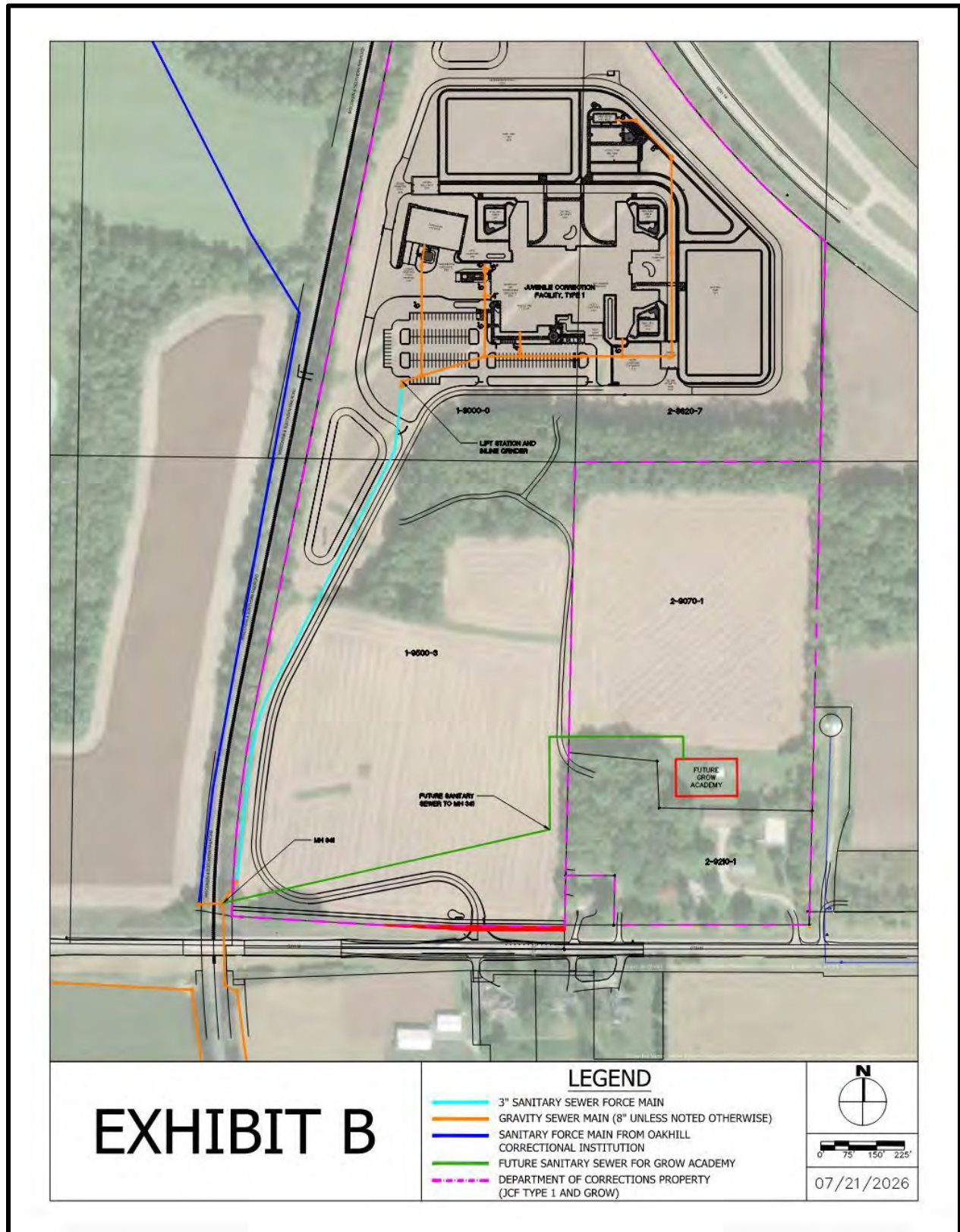
Map 8a – WGNHS Bedrock Depth



Map 8b – WGNHS Groundwater Recharge Rates

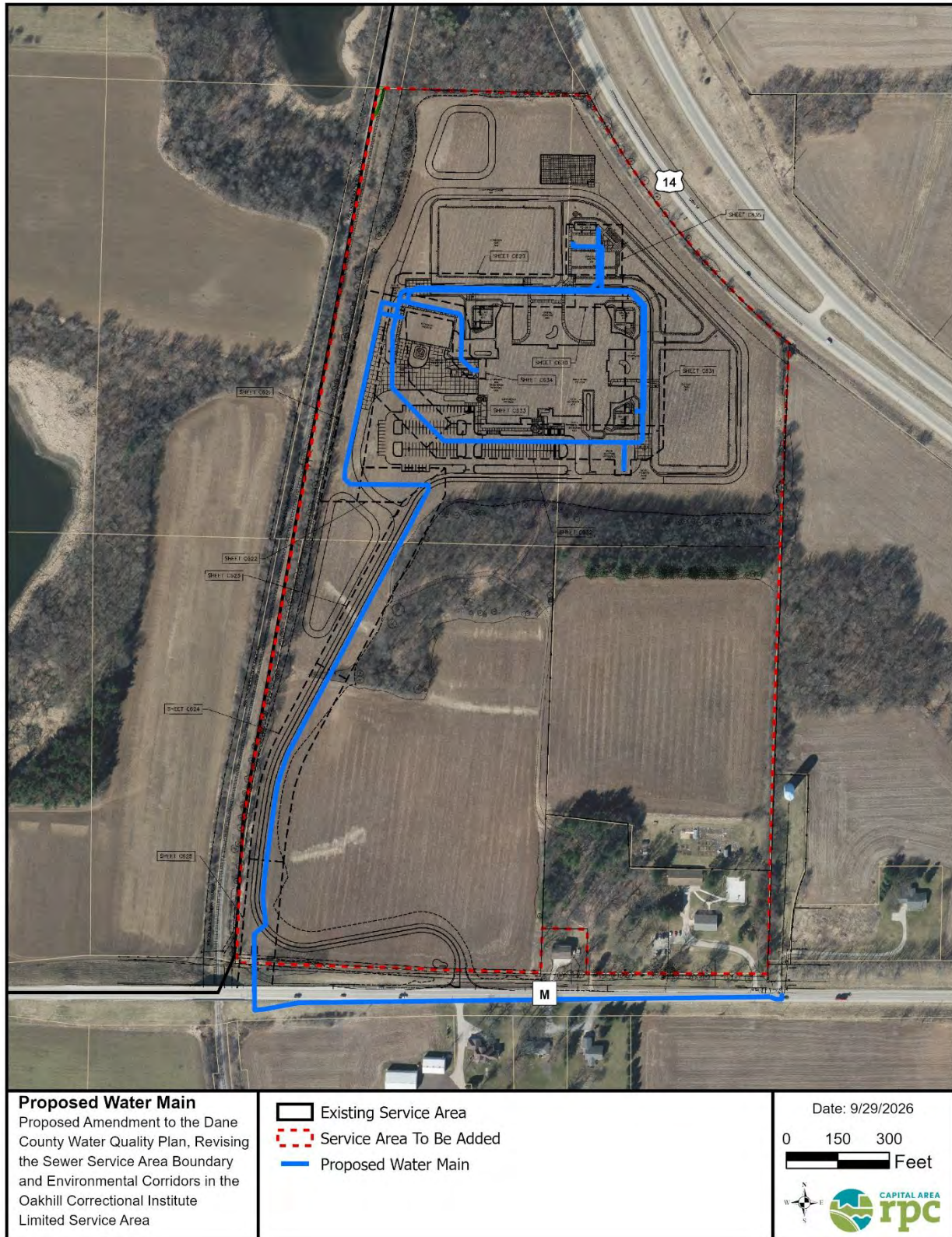


Map 9a – Proposed Sanitary Sewer



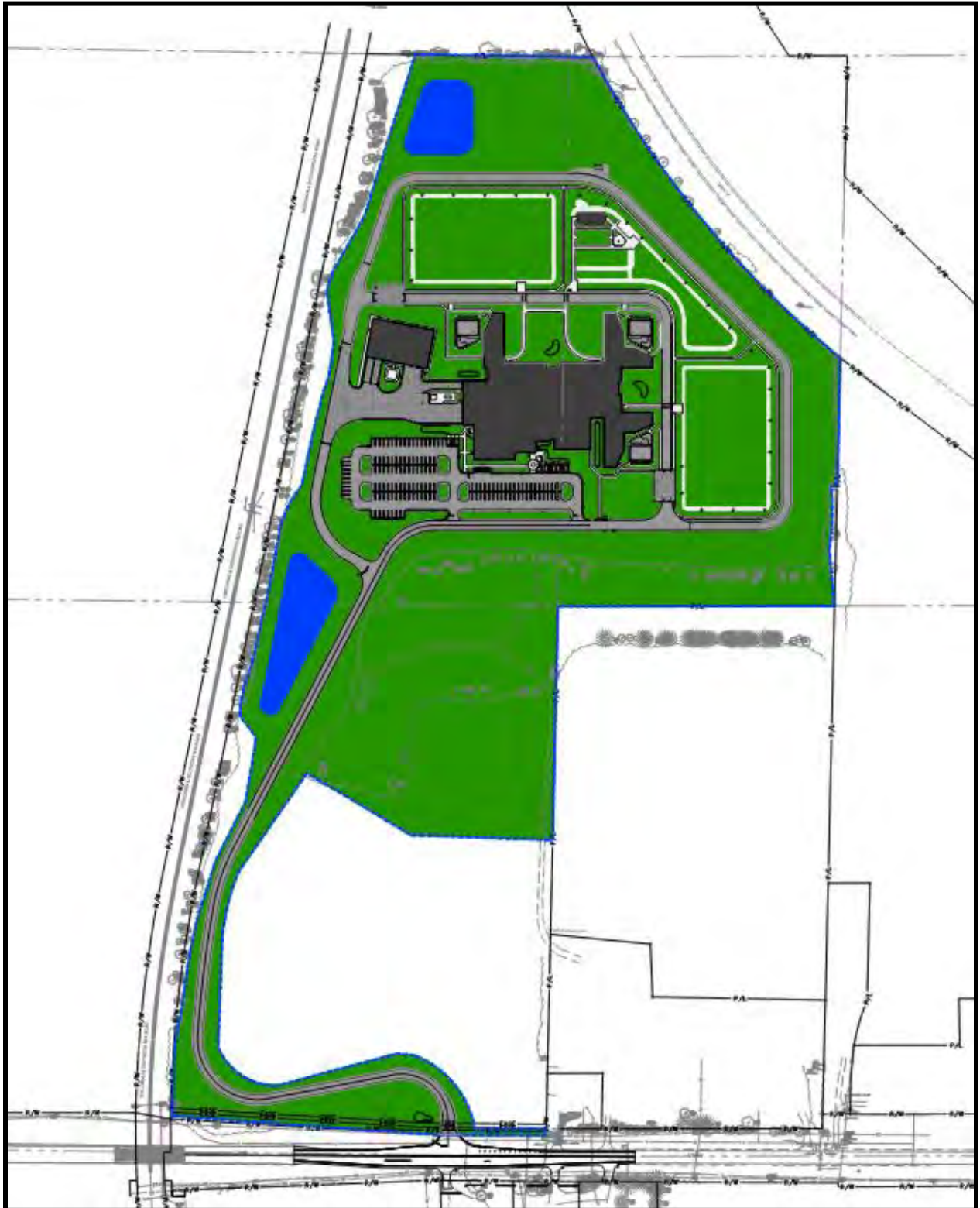
Source: City of Fitchburg (USAA Application, September 7, 2026)

Map 9b – Proposed Water Main



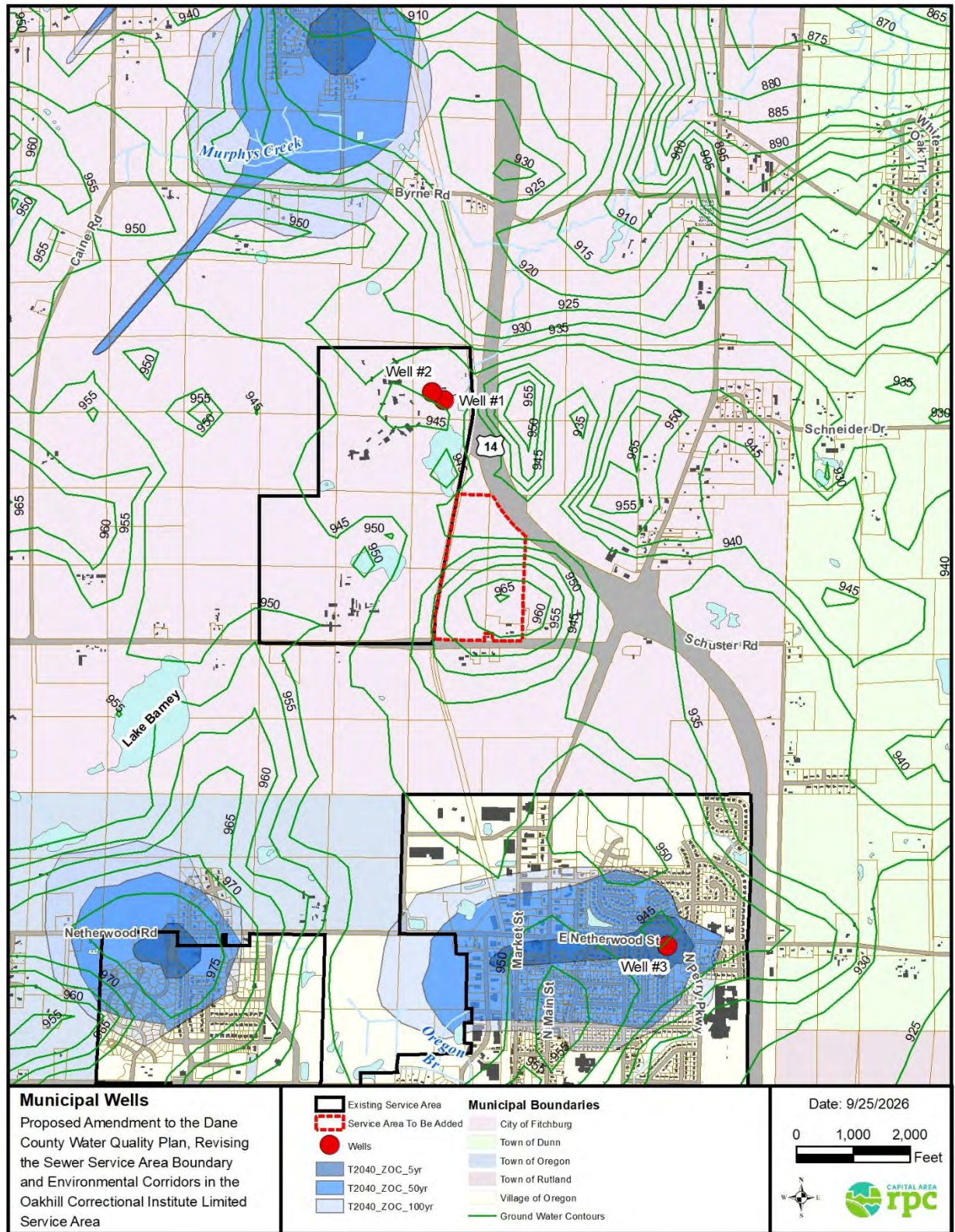
Source: City of Fitchburg (USAA Application, September 7, 2026)

Map 9c – Proposed Stormwater Management

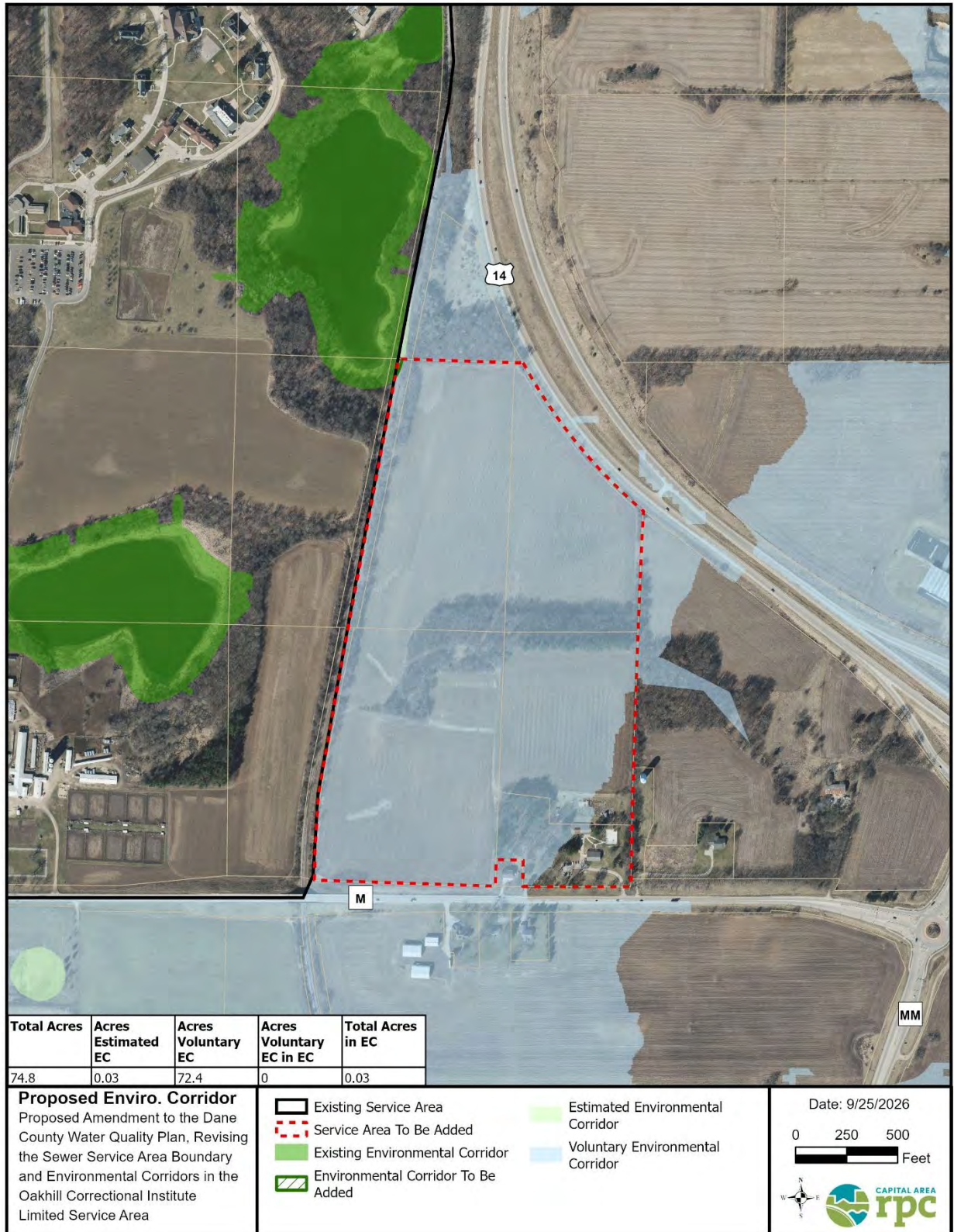


Source: City of Fitchburg (USAA Application, September 7, 2026)

Map 10 – Municipal Wells



Map 11 – Proposed Environmental Corridor



Attachment A – WHS Letter



September 14, 2026

Mr. Sean Higgins
Capital Area Regional Planning Commission
100 State St, Ste 400
Madison WI 53703-2573

RE: Proposed Amendment to City of Fitchburg Urban Service Area

Dear Mr. Higgins:

No previously recorded archaeological or burial sites have been recorded within the proposed area to be added to the City of Fitchburg Sewer Service Area. As aerial imagery shows that the area has been impacted by ongoing agricultural disturbance since at least the 1930's, and there are no waterways or wetlands in or adjacent to the area, it is unlikely that archaeological survey would result in the identification of significant cultural resources.

Under Wisconsin law, Native American burial mounds, unmarked burials, and all marked and unmarked cemeteries are protected from intentional disturbance. If anyone suspects that a Native American burial mound or an unmarked or marked burial is present in an area, the Wisconsin Historical Society should be notified.

If human bone is unearthed during any phase of a project, **all work must cease**, and the local authorities must be contacted. The police or sheriff will determine if the burial is a criminal matter or if it should be referred to the Wisconsin Historical Society at 1-800-342-7834 to be in compliance with Wis. Stat. § 157.70 which provides for the protection of all human burial sites. **Work cannot resume until the Wisconsin Historical Society gives permission.**

This letter does not constitute a Wisconsin Historical Society review for any project that may be governed by Federal or State Compliance laws, e.g. Section 106, Wis Stat. §44.40, Wis Stat. §66.1111, or Wis Stat. §157.70

If you have any questions, or if you need additional information, please feel free to contact me.

Sincerely,

Walker Good
Staff Archaeologist
State Archaeology and Maritime Preservation
608-264-6496
walker.good@wisconsinhistory.org

Collecting, Preserving and Sharing Stories Since 1838
816 State Street Madison, Wisconsin 53706
wisconsinhistory.org

Attachment B – Public Comments Received

(none as of this publishing on September 30, 2026)



October 9, 2026

Mr. Timothy R. Asplund
Monitoring Section Chief
WDNR – Bureau of Water Quality
101 S. Webster Street
Madison, WI 53707-7921

RE: Water Quality Management Letter for Sewer Service Area Amendment Request #2606
– Oakhill Correctional Institute Limited Service Area (City of Fitchburg – “DOC Juvenile Facility”)

Dear Mr. Asplund:

The City of Fitchburg submitted a request for a sewer service area amendment to the *Dane County Water Quality Plan*. The proposed amendment area is currently in the City of Fitchburg and within the Lake Waubesa-Yahara River (HUC 12: 070900020703) and Oregon Branch (HUC 12: 070900020801) watersheds. It includes the addition of approximately 77 acres of land, including <1 acres of proposed environmental corridors and 5 acres of existing development and right-of-way, for a net of approximately 72 developable acres to the Oakhill Correctional Institute Limited Service Area. A public hearing regarding the proposed amendment was held at the Regional Planning Commission meeting on October 8, 2026. The City’s application and the CARPC staff’s analysis report of the proposed amendment have been submitted to the Department’s Surface Water Integrated Monitoring System (SWIMS).

It is CARPC staff’s opinion that the applicant has satisfactorily complied with the *Policies and Criteria for Sewer Service Area Amendments* adopted in the *Dane County Water Quality Plan* on April 8, 2026. Furthermore, it is CARPC staff’s opinion that the proposed amendment, through adherence to the enumerated conditions below and other applicable standards, is consistent with water quality standards contained in Wis. Stat. § 281.15. In addition to the existing state and local requirements, the Village of Oregon and development team have agreed to pursue additional measures for the amendment area to ensure consistency with water quality standards. Additional actions have also been recommended below to further improve water quality and environmental resource management, though these are not required for consistency with water quality standards.

At the October 8, 2026, meeting, the Capital Area Regional Planning Commission voted to recommend approval of this amendment to the Wisconsin Department of Natural Resources, including the following requirements and recommended actions.

State and Local Requirements

Among other applicable state and local requirements, development within the amendment area is **required** to meet the following:

1. Environmental Corridors shall be delineated to meet the Environmental Corridor Policies and Criteria adopted in the *Dane County Water Quality Plan* (those which are current at the time when the ‘full scope’ of the development proposal is known).

Note: The [current version](#) of the *Environmental Corridor Policies and Criteria* was adopted on August 31, 2026. Since the ‘full scope’ of the proposed ‘DOC Facility’ development was known prior to this update, this specific development is considered grandfathered and only subject to the [2008 version](#) (though elective compliance with the newer policy is acceptable). Refer to [Resolution 2026-12](#) for details on the implementation schedule of the new policy.

2. Sediment and erosion control practices must be installed prior to other land disturbing activities to reduce the occurrence of sediment transport offsite during construction. Infiltration practices must be protected from compaction and sedimentation during land disturbing activities.
3. Review and approval of the final stormwater management plan(s) for each development site within the amendment area by Regional Planning Commission staff is required, typically occurring during the sewer extension review process. Stormwater management plan(s) shall meet or exceed all applicable standards required by Wisconsin DNR, including:
 - a. Post-development peak runoff rate control for the 1- and 2-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates.
 - b. Sediment control for the average annual rainfall period to reduce total suspended solids leaving the post-development site by at least 80%, as compared to no runoff management controls, with sediment control pretreatment occurring prior to infiltration as prescribed by WDNR Technical Guidance 1003 depending on the land use type.

- c. Post-development infiltration (stay-on) volume control to required levels based on the level of imperviousness on the site. to maintain at least 90% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period, without exception for sites determined to be within a closed basin watershed. For 'low imperviousness' sites, post-development infiltration (stay-on) volume control is required to maintain at least 90% of the predevelopment infiltration (stay-on) volume for the average annual rainfall period.

Additional Agreements for the Amendment Area

In addition to the above requirements, the City of Fitchburg, Department of Corrections, and development team have **agreed to pursue** the following measures for the amendment area:

1. Post-development peak runoff rate control for the 1-, 2-, 10-, 100-, and 200-year, 24-hour design storms (using NRCS MSE4 storm distributions) to match predevelopment peak runoff rates, consistent with typical requirements of City of Fitchburg.
2. Oil and grease control to treat the first one-half inch of runoff using the best available technology for commercial, institutional, and any other land uses where the potential for pollution by oil or grease exists, consistent with typical requirements of City of Fitchburg.

Recommendations

It is **recommended** that the City of Fitchburg, Department of Corrections, and development team pursue the following to further improve water quality and environmental resource protection:

1. Except where required due to performance or technical requirements, utilize erosion control mats which contain natural jute or coir fibers in lieu of products containing plastic netting to reduce the amount of microplastics and chemicals migrating into soils and downstream water resources.
2. Foster the responsible use of chlorides by encouraging public and private winter maintenance professionals to attend the winter salt certification classes offered by Wisconsin Salt Wise, and by ensuring proper calibration of water softening equipment.
3. Encourage the removal and control of invasives and the use of native flora in landscaping for stormwater management areas and all areas designated as Environmental Corridor, where appropriate for the intended use.

Mr. Timothy R. Asplund

October 9, 2026

Page 4

4. Take necessary habitat protection measures based on the results of the Endangered Resources Review completed by the WDNR for potential impacts to endangered resources like rare plants, animals, and natural communities (Note: a screening conducted by CARPC staff indicates possible presence of threatened resources).

This letter does not constitute approval or review associated with any other required local, state, or federal permit for sewer construction or associated land development activities, including conformance with the areawide water quality plan for sewer extension permits as required by NR 110.08(4) (public sewers) and SPS 382.30(11)(f) and 382.30(12)(b) (private sewers). Separate review(s) by CARPC staff are required to document such conformance.

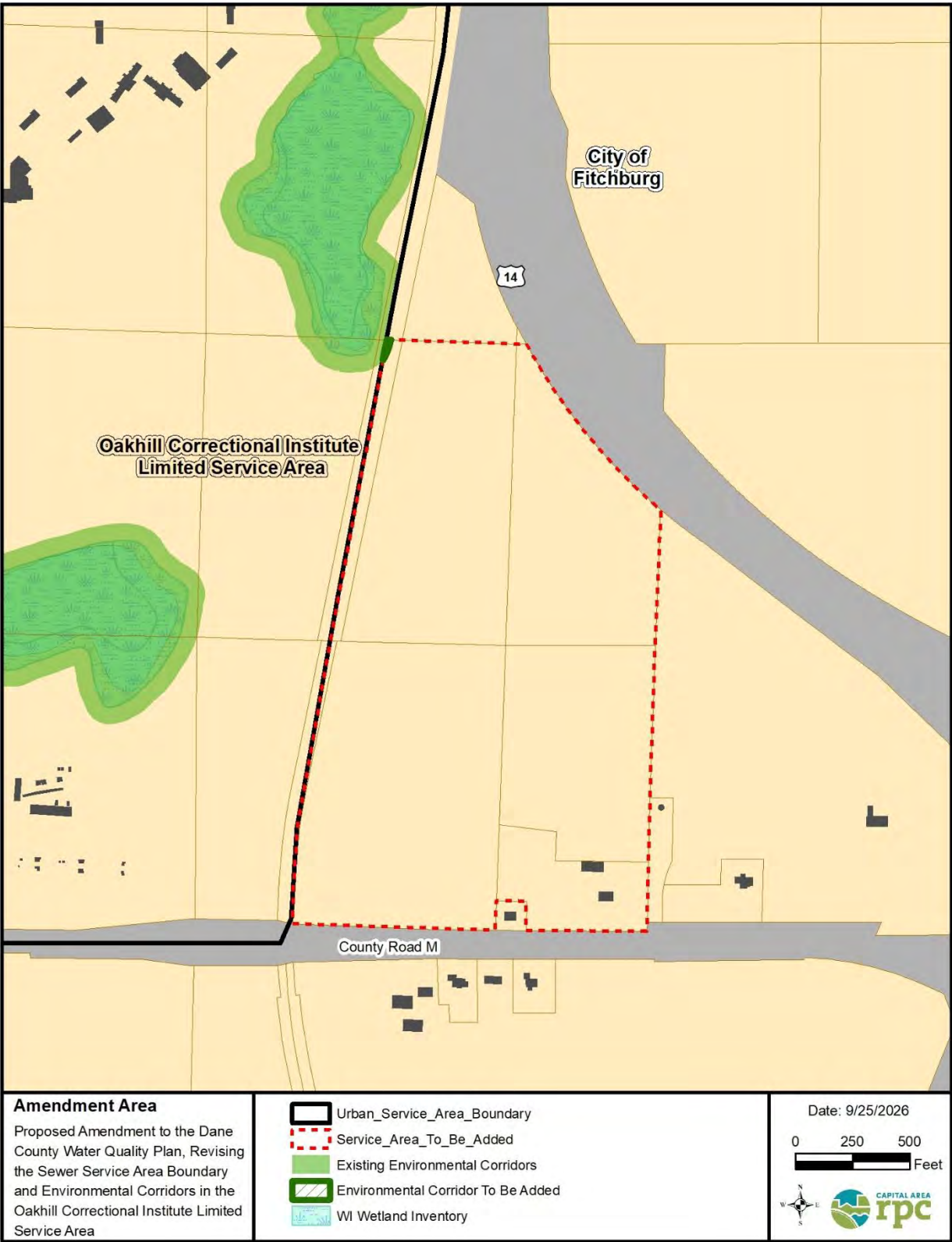
If you have any questions regarding this matter, please do not hesitate to contact Nick Bower, the Commission's Water Quality Program Director.

Sincerely,

David Pfeiffer
Chairperson

Cynthia Richson
Secretary

cc: Ms. Deanna Schmidt, City Planner & Zoning Administrator, City of Fitchburg



Re: Acknowledgement of Receipt – August 2026 Financial Management Report (*actionable item*)**Requested Action:**

Motion to acknowledge receipt of August 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. August 2026 Financial Management Report

Staff Contact:

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

Next Steps:

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

Management Report

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



Prepared by
Berndt CPA

Prepared on
September 29, 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

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 August 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 August, \$157,779 was recognized from deferred revenue related to contracts established at the beginning of the year. An additional \$9,488 represents new invoiced revenue generated from current work not associated with deferred revenue contracts.

As of August month-end, the balance in account 3600 – Deferred Revenue is at \$806,113 per knowledge of remaining balances of current contracts for 2026-2028, second semi-annual portion of State Tax Levy, and received donations and taxes.

Sincerely,
Berndt CPA, LLC

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

	Total	
	As of Aug 31, 2026	As of Jul 31, 2026 (PP)
ASSETS		
Current Assets		
Bank Accounts		
1000 OPERATING ACCOUNT	\$ 55,787	\$ 583,907
1001 MONEY MARKET ACCOUNT	\$ 30	\$ 40,029
1002 INVESTMENT ACCOUNT	\$ 501,398	\$ 499,829
1050 SUMMIT OPERATING ACCOUNT	\$ 14,246	\$ 33,908
1051 SUMMIT SAVINGS ACCOUNT	\$ 1	\$ 1
1052 SUMMIT CREDIT SAVINGS	\$ 1	
1055 SUMMIT MONEY MARKET	\$ 490,211	\$ 1
Total Bank Accounts	\$ 1,061,675	\$ 1,157,675
Accounts Receivable		
1105 PROJECT AND GRANTS REC	\$ 133,950	\$ 75,629
Total Accounts Receivable	\$ 133,950	\$ 75,629
Other Current Assets		
1110 UNBILLED ACCOUNTS RECEIVABLE	\$ 488,907	\$ 604,127
1150 PREPAID EXPENSES	\$ -	\$ -
1153 PREPAID HEALTH INSURANCE	\$ 23,557	\$ 23,557
1157 PREPAID PARKING	\$ 171	\$ 171
1165 PREPAID LICENSES	\$ 2,505	\$ 3,131
Total 1150 PREPAID EXPENSES	\$ 26,233	\$ 26,859
1170 UNDEPOSITED FUNDS	\$ 7,666	\$ 3,200
Total Other Current Assets	\$ 522,805	\$ 634,186
Total Current Assets	\$ 1,718,429	\$ 1,867,491
Fixed Assets		
1200 FURNITURE AND EQUIPMENT	\$ 7,172	\$ 7,172
1201 ACCUMULATED DEPRECIATION-FURNITURE/EQUIPMENT	\$ (7,172)	\$ (7,172)
Total 1200 FURNITURE AND EQUIPMENT	\$ -	\$ -
1210 RIGHT OF USE ASSET	\$ 6,077	\$ 6,077
1211 ACCUMULATED AMORTIZATION	\$ (3,967)	\$ (3,933)
Total Fixed Assets	\$ 2,110	\$ 2,143
TOTAL ASSETS	\$ 1,720,539	\$ 1,869,634
LIABILITIES AND EQUITY		
Liabilities		
Current Liabilities		
Accounts Payable		
3000 ACCOUNTS PAYABLE	\$ 85,407	\$ 72,621
Total Accounts Payable	\$ 85,407	\$ 72,621
Credit Cards		
3002 PARK BANK CREDIT CARD	\$ -	\$ -
3003 CREDIT CARD	\$ 3,394	\$ 1,576
Total 3002 PARK BANK CREDIT CARD	\$ 3,394	\$ 1,576
Total Credit Cards	\$ 3,394	\$ 1,576
Other Current Liabilities		
3005 ACCRUED PAYROLL	\$ 45,767	\$ 43,433

3010 ACCRUED COOP WATER RESOURCE MONITORING	\$	51,703	\$	30,967
3015 ACCRUED PREPAID LIABILITIES	\$	829	\$	1,036
3202 WRS PENSION PLAN	\$	12,107	\$	12,169
3300 UNUSED VACATION, WELLNESS	\$	54,908	\$	62,452
3500 SICK LEAVE ACCRUAL PAY	\$	118,400	\$	111,212
3600 DEFERRED/UNEARNED REVENUE	\$	805,746	\$	963,892
3655 INVEST IN RIGHT OF USE	\$	2,379	\$	2,379
Total Other Current Liabilities	\$	1,091,840	\$	1,227,539
Total Current Liabilities	\$	1,180,640	\$	1,301,735
Total Liabilities	\$	1,180,640	\$	1,301,735
Equity				
3700 PRIOR YEAR BALANCE	\$	(146,830)	\$	(146,830)
3701 PRIOR YEAR FUND BALANCE	\$	909,003	\$	909,003
3702 CURRENT FUND BALANCE	\$	200	\$	200
Net Revenue	\$	(222,474)	\$	(194,474)
Total Equity	\$	539,899	\$	567,899
TOTAL LIABILITIES AND EQUITY	\$	1,720,539	\$	1,869,634

Capital Area Regional Planning Commission
Budget vs. Actuals: Statement of Activity
For the month of August - Budget Vs Actuals 8 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	773,973	1,160,959	66.67%
Total 5000 PROPERTY TAX REVENUE	96,747	773,973	1,160,959	66.67%
5100 STATE/FEDERAL GRANTS	-	-	-	
5101 EPA/DNR WATER PLANNING	9,917	79,333	134,000	59.20%
5102 EPA/DNR GRANT FUNDS	-	8,664	-	
5103 WEM/FEMA/HMGP GRANT FUNDS	23,916	78,610	125,000	62.89%
5104 WisDOT PLAN INTEGRATION	1,046	8,367	7,093	117.96%
Total 5100 STATE/FEDERAL GRANTS	34,879	174,974	266,093	65.76%
5150 OTHER GRANTS	-	15,000	-	
5200 PASS THROUGH REVENUE	-	-	-	
5201 WisDOT RURAL WORK PROGRAM	367	996	5,457	18.25%
5220 COOP WATER RESOURCE MONITORING	14,813	92,500	68,200	135.63%
Total 5200 PASS THROUGH REVENUE	15,179	93,496	73,657	126.93%
5300 FEES REVENUE	-	-	-	
5301 FEES - SEWER EXTENSIONS	5,200	24,400	45,000	54.22%
5302 FEES - USA/LSA APP REVIEW	-	11,878	65,000	18.27%
Total 5300 FEES REVENUE	5,200	36,278	110,000	32.98%
5400 SERVICES REVENUE	-	-	-	
5401 LOCAL & REGIONAL PLAN ASSISTANCE	7,591	49,945	140,000	35.68%
Total 5400 SERVICES REVENUE	7,591	49,945	140,000	35.68%
5500 OTHER REVENUE	-	-	-	
5208 LAND USE CODE ASSESSMENT	-	-	-	
5501 INTEREST INCOME	1,781	15,201	32,000	47.50%
5502 MISCELLANEOUS REVENUES	7	3,416	3,123	109.39%
5505 WI SALT WISE	6,250	57,165	140,000	40.83%
Total 5500 OTHER REVENUE	8,038	75,782	175,123	43.27%
7000 REVENUE REFUNDS	-	-	-	
Total Revenue	167,634	1,219,448	1,925,832	63.32%
Gross Profit	167,634	1,219,448	1,925,832	63.32%
Expenditures	-	-	-	
6000 SALARIES AND LEAVE TIME	-	-	-	
6001 DIRECT SALARIES & WAGES	69,213	598,291	903,822	66.20%
6002 COMPENSATED LEAVE TIME	20,763	175,783	198,400	88.60%
Total 6000 SALARIES AND LEAVE TIME	89,976	774,074	1,102,222	70.23%
6050 FRINGE BENEFITS	-	-	-	
6051 FICA BENEFITS	6,647	54,253	82,115	66.07%
6052 LIFE INSURANCE	27	19	309	6.12%
6053 HEALTH INSURANCE	22,480	188,265	329,364	57.16%
6054 DENTAL INSURANCE	2,354	9,870	15,369	64.22%
6055 WRS-ER CONTRIBUTION	6,054	49,726	73,440	67.71%
6056 DISABILITY INSURANCE	173	224	534	41.88%
6057 COMMUTE CARDS	40	269	200	134.43%
6058 UNEMPLOYMENT	13	539	1,000	53.86%

6059 WORKER'S COMPENSATION	-	4,375	2,771	157.89%
Total 6050 FRINGE BENEFITS	37,788	307,539	505,102	60.89%
6100 OCCUPANCY	-	-	-	
6101 RENT	4,382	35,059	51,833	67.64%
Total 6100 OCCUPANCY	4,382	35,059	51,833	67.64%
6200 CONTRACTED SERVICES	-	-	-	
6201 EXTERNAL PROGRAMS	-	19,092	-	
6202 LEGAL SERVICES	-	3,186	6,000	53.09%
6203 COMMISSION OPERATIONS	-	-	21,000	0.00%
6204 MARKETING AND COMMUNICATIONS	-	12,991	-	
Total 6200 CONTRACTED SERVICES	-	35,268	27,000	130.62%
6300 FINANCIAL SERVICES	-	-	-	
6301 AUDIT	-	11,850	15,435	76.77%
6302 PAYROLL FEES	682	5,616	5,250	106.97%
6303 FINANCIAL SERVICES	1,970	17,915	42,000	42.65%
Total 6300 FINANCIAL SERVICES	2,652	35,381	62,685	56.44%
6400 TRAVEL AND TRAINING	-	-	-	
6401 EMPLOYEE TRAVEL	572	6,296	13,349	47.16%
6402 MEALS	17	116	907	12.83%
6403 CONFERENCES & MEETINGS	1,454	4,366	9,638	45.30%
6404 TRAINING	-	-	3,000	0.00%
Total 6400 TRAVEL AND TRAINING	2,043	10,778	26,894	40.08%
6500 OFFICE EXPENSES	-	-	-	
6501 SUPPLIES	1,191	5,619	3,860	145.58%
6502 PRINTING	543	976	1,558	62.67%
6503 POSTAGE	-	161	105	153.22%
6504 EQUIPMENT	-	3,703	8,925	41.50%
6505 TELEPHONE	182	1,379	1,500	91.92%
6506 ADMINISTRATIVE FEES	-	388	442	87.82%
6902 CONTRIBUTIONS & DONATIONS	-	1,000	2,500	40.00%
Total 6500 OFFICE EXPENSES	1,916	13,227	18,890	70.02%
6600 INFORMATION TECHNOLOGY	-	-	-	
6601 WEBHOSTING	-	321	368	87.28%
6602 SOFTWARE	2,683	12,713	17,220	73.82%
6603 IT SERVICES	490	10,987	8,000	137.33%
Total 6600 INFORMATION TECHNOLOGY	3,173	24,020	25,588	93.87%
6700 COMMISSION	-	-	-	
6701 COMMISSION PER DIEMS	550	3,200	8,000	40.00%
6702 COMMISSION TRAVEL	-	320	840	38.07%
Total 6700 COMMISSION	550	3,520	8,840	39.82%
6800 PASS THROUGH EXPENSES	-	-	-	
6801 WATER RESOURCE MONITORING	53,087	186,353	68,200	273.25%
6802 WisDOT PLANNING SERVICES	-	3,005	5,457	55.07%
Total 6800 PASS THROUGH EXPENSES	53,087	189,359	73,657	257.08%
6900 OTHER	-	-	-	
6901 DUES/MEMBERSHIPS/SUBSCRIPTIONS	34	3,504	7,186	48.76%
6903 EDUCATION/INFO/OUTREACH	-	2,406	1,500	160.42%
6904 RECRUITMENT	-	150	1,050	14.29%
6905 INSURANCE	-	7,366	4,709	156.42%
6906 DEPRECIATION	-	-	-	
6907 AMORITIZATION EXPENSE	34	270	608	44.42%
Total 6900 OTHER	68	13,696	15,053	90.99%
Uncategorized Expense	-	-	-	

Total Expenditures	195,634	1,441,922	1,917,764	75.19%
Net Operating Revenue	(28,000)	(222,474)	8,068	-2757.49%
Net Revenue	(28,000)	(222,474)	8,068	-2757.49%

Capital Area Regional Planning Commission
A/R Aging Summary
As of August 31, 2026

	Current	1 - 30	31 - 60	61 - 90	91 and over	Total
Ayers Associates, Inc.					1,000	1,000
Dane County						0
Dane County Land and Water Resources Department	98,750					98,750
Total Dane County	\$ 98,750	\$ -	\$ -	\$ -	\$ -	\$ 98,750
Department of Planning, Community and Economic Development					2,869	2,869
Jewell Associates Engineers, Inc.					400	400
JSD PROFESSIONAL SER					400	400
JT Engineering, Inc.	1,200					1,200
MSA Professional Services, Inc.			400		1,000	1,400
Outagamie County Highway					500	500
PINNACLE ENGINEERING					400	400
Professional Engineering, LLC	400					400
Snyder & Associates, Inc.	400					400
State of Wisconsin						0
WI Department of Natural Resources					2,190	2,190
243104-BRIC Stream Crossing Inventory	16,104					16,104
Total WI Department of Natural Resources	\$ 16,104	\$ -	\$ -	\$ -	\$ 2,190	\$ 18,294
Wisconsin Department of Transportation						0
WISDOT, Bureau of Plan & Econ	367					367
Total Wisconsin Department of Transportation	\$ 367	\$ -	\$ -	\$ -	\$ -	\$ 367
Total State of Wisconsin	\$ 16,471	\$ -	\$ -	\$ -	\$ 2,190	\$ 18,661
Urban Tree Alliance						0
243502 - South Side Urban Forestry Project	2,500					2,500
Total Urban Tree Alliance	\$ 2,500	\$ -	\$ -	\$ -	\$ -	\$ 2,500
VANDE HEY					800	800
Vierbicher					800	800
Village of Deforest					3,070	3,070
Wyser Engineering, LLC					400	400
TOTAL	\$ 119,721	\$ -	\$ 400	\$ -	\$ 13,829	\$ 133,950

Re: CARPC Resolution 2026-17, Recognizing October 15, 2026, as Imagine a Day Without Water
(actionable item)

Requested Action:

Motion to Adopt Resolution 2026-17

Background:

For more than 10 years, The Value of Water Campaign's annual Imagine a Day Without Water ("IADWW") activation has brought awareness to the critical message that water sustains us all. This collective effort to drive action and raise public awareness invites us to see how crucial water really is by visualizing a day without it. IADWW reminds us that water is the single most essential resource connecting our health, environment, economy, and daily lives, underscoring the importance of the actions we take today toward protecting the future of this critical resource.

Staff Comments:

The IADWW campaign aligns closely with CARPC's responsibility to protect, improve, and enhance water quality through implementation of the *Dane County Water Quality Plan* and with the role of sewer service area planning in keeping water safe for drinking, recreation, and aquatic life.

Building on our IADWW activities of previous years, CARPC plans to share a series of social media posts that connect our water quality planning work to annual campaign themes, considering adoption of this resolution, and attending the Clean Lakes Alliance's October 15 event at Holy Wisdom Monastery.

Attachments:

1. Resolution 2026-17, Recognizing October 15, 2026, as the "Imagine a Day Without Water" National Day of Action

Staff Contact:

Caitlin Shanahan
Deputy Director and Senior Community Planner
CaitlinS@CapitalAreaRPC.org
(608) 474-6021

Next Steps:

Agency promotion and participation in *Imagine a Day Without Water* events.



CARPC Resolution No. 2026-17

Recognizing October 15, 2026, as the “Imagine a Day Without Water” National Day of Action

WHEREAS, water is essential for natural systems, community health, local economies, and public safety; and

WHEREAS, a day without water would bring life to a halt, disrupting public health services, emergency response, local businesses, and the foundational functions of society; and

WHEREAS, the nation’s water infrastructure is aging and in need of investment, and sustainable water and wastewater systems build stronger communities by supporting economic growth, protecting public health, and enhancing environmental resilience; and

WHEREAS, more than two million Americans currently live without access to clean, safe, and affordable water, with communities of color, Indigenous communities, and low-income neighborhoods continuing to face disproportionate challenges in accessing safe and reliable water services; and

WHEREAS, by establishing reliable and resilient water infrastructure we can make clean, safe water available for everyone in our communities today and for generations to come; and

WHEREAS, the Capital Area Regional Planning Commission (CARPC) works to protect, improve, and enhance water quality by administering the *Dane County Water Quality Plan*; and

WHEREAS, CARPC’s sewer service area planning activities play an important role in keeping Dane County’s water safe for drinking, recreation, and diverse aquatic life; and

WHEREAS, **Imagine a Day Without Water** is a National Day of Action on October 15, 2026, that invites people across the country to recognize the essential role of water in our lives and communities;

NOW THEREFORE, BE IT RESOLVED, that the Capital Area Regional Planning Commission affirms that water is essential to our region’s quality of life, health, and economic strength, and supports

efforts to raise awareness about the value of water through participation in the “Imagine a Day Without Water” National Day of Action; and

BE IT FURTHER RESOLVED, that the Capital Area Regional Planning Commission is committed to supporting investment in sustainable, equitable, and reliable water infrastructure.

October 8, 2026_____

Date Adopted

David Pfeiffer, Executive Chairperson

Cynthia Richson, Secretary

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, October 8, 2026

(updates from the previous month in blue text)

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

AGENCY STAFFING

Ella Braun and Isaac Porter, LTEs working primarily on the Stream Crossing Inventory, completed their CARPC service on September 25. We have settled back to our core group of 11 staff, 10.75 FTEs, plus 0.25 FTE Joint Marketing & Communications Specialist Kayla Haas (through a contract with the MPO).

PROGRAMS AND SERVICES

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

- **Performance indicators** – Work on Key Performance Indicators (KPIs) will continue throughout 2026, leading up to and informing the Regional Development Framework 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 this year.
- **Energy to Communities Peer-Learning Cohort: Navigating Local Data Center Development** – CARPC was accepted to participate in a peer-learning cohort funded by the U.S. Department of Energy and managed by the National Lab of the Rockies. Caitlin and Jason (as an alternate) are participating in monthly meetings from July to December 2026 to learn from experts and collaborate with others across the country with the hope of bringing information/guidance back to Dane County communities.

Planning Assistance

- **In Progress:**
 - o [Rock County Comprehensive and Farmland Preservation Plan updates](#) (Apr 2025 – fall 2026; delayed – now anticipating wrapping this project up during Q1 2027)
 - o City of Evansville human-powered transportation planning (Mar 2025 – September 2026)
 - o Town of Berry 2025/2026 comprehensive planning (Sep 2025 – Dec 2026)
 - o City of Sun Prairie Housing Data Dashboard (2026)
- **Ongoing:**
 - o Towns of Berry, Blue Mounds, Bristol, Springfield, and Sun Prairie zoning mapping services
 - o Town of Springfield TDR administration assistance
- **Pending:**
 - o Village/Town of Oregon intergovernmental agreement assistance
 - o Mapping support for Wisconsin Local Government Climate Coalition (WLGCC), mapping energy-related information, infrastructure, environmental features, member information, demographics, and/or project-specific data for a small statewide coalition of local governments collaborating on clean energy and climate solutions
- **Potential:**
 - o Comprehensive plan updates to comply with new statutory housing policy requirements by 1/1/28
 - o Village of Deerfield Area Economic/Land Development Plan
 - o City of Middleton Environmental Corridor Boundary and Ordinance Review/Cleanup
 - o MMSD Collection System Plan Update
 - o [Town of Springfield Stormwater Inspection Assistance](#)

Intergovernmental Agreement Efforts

- **Town and City of Sun Prairie** – The parties are pursuing this as a Cooperative Plan under 66.0307. [The City and Town each adopted the Cooperative Plan in August.](#)
- **Village of Oregon and City of Fitchburg** – CARPC is helping to facilitate discussions for an intergovernmental agreement to guide City growth just north of the Village.
- **City of Stoughton and Towns of Rutland and Dunkirk** – CARPC will be helping to facilitate discussions about City growth at the southwest corner of the City.

Education, Information and Connection

- **Events and Outreach Activities:** Northside Festival (9/12)
- **Fall Forum on Wastewater and Stormwater:** CARPC is co-hosting with MMSD and Dane County a 1-day forum on a cascade of wastewater and stormwater topics. This will be **Friday, December 11** at the [Lussier Family Heritage Center](#)
- View regular updates on CARPC's [Facebook/LinkedIn](#), [newsletters](#), and our [website](#).

WI Salt Wise Partnership

- **Salt Wise Summit at the Capitol – July 21**
 - o Informational session open to legislators, legislative aides, and the general public
 - o Supported Salt Wise partners and allies to meet with legislators before and after the info session

- **Fall Event Planning**
 - o Meeting with partners to discuss fall training needs
 - o Checking back in with 2025 fall training participants on how the season went
- **Webinars** (<https://www.wisaltwise.com/Wednesday-Webinars>)
 - o September 2 – Battle of the Blades
- **Media Coverage**
 - o NPR Short Wave Podcast Episode showcases WI Salt Wise - [Episode: The world's freshwater is getting saltier. Why?](#)
 - o NET Gain podcast: [Win/Win/Win Deicing: Save Money, Save Damage, Save the Environment](#)

Water Quality Plan Updates & Amendments

- **SSA Amendments** (all are Major SSA Standard process, unless otherwise noted)
 - o Active: **C-Sun Prairie (Business Park)**; V-Oregon (Jenkins/Connors Lands); C-Fitchburg (Oak Hill Correctional Institute LSA – Expedited Process); **V-Windsor (“North Towne Rd/Gray Rd”)**
 - o Pending: V-Cross Plains (“PI/Haen Development - Marchstone”)
 - o Future: V-McFarland; C-Madison (multiple); C-Sun Prairie (multiple); C-Middleton (“Balzer Road”); V-Belleville (north and east areas); 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 Water Quality Plan* allowed MMSD to cease its discharge to Badger Mill Creek. CARPC is anticipating being the fundholder and manager of \$1M funds earmarked for Badger Mill Creek resilience projects dedicated by MMSD. Further details:
 - o DNR conditionally approved the amendment (link to [DNR decision letter](#)); MMSD has satisfied conditions of approval
 - o Verona continuing to litigate the decision; filed brief in Court of Appeals in December 2025; DNR provided response brief in February 2026; anticipate a court decision in Q1 2027.
 - o CARPC and MMSD staff are drafting the outline of an agreement for each commission to consider when the lawsuit is resolved whereby CARPC will manage projects that promote the resilience of Badger Mill Creek using funds provided by MMSD; CARPC would receive reimbursement for administration costs (beyond the \$1M earmarked for projects)
- **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 (2027).
- **Environmental Corridors Policies & Criteria** – Updating the existing Policies and Criteria for Env Corridors (adopted in 2008) as part of the *Dane County Water Quality Plan*. Commission recommended adoption through [Resolution 2026-12](#). Final DNR approval of amendment to DCWQP received Aug 31, 2026 (policies go into effect immediately for new projects; existing projects grandfathered). Staff have commenced updates to future Environmental Corridor layers (Voluntary EC and Estimated EC) on Open Data Portal.
- **DCWQP Summary Plan Update** – Reframing the [Summary Plan](#) (last updated 2004) as the **Water Quality Management Framework** (WQMF). This 2026 update is intended to re-establish the purposes and priorities of the Plan, informed by new data and current perspectives, and build a new framework for water quality and related resource protection. We will 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 IIJA funds (Infrastructure Investment and Jobs Act) (\$48,000 over 2 years) to partially fund this work. Outreach campaign is underway—stakeholder survey in June; workshops in July; [Technical Advisory Group \(TAC\): Meeting #2 in October](#). Draft of final report anticipated by end of 2026.

- **Water Quality Plan Consistency** – Work includes ongoing consultation with local municipalities, engineers/consultants, and the development community and reviews of various development proposals for consistency with the *Dane County Water Quality Plan*. The following highlights recent activity:
 - o 2 sewer extension reviews completed in September (2 greenfield development, 0 infill development, 0 redevelopment, 0 reconstruction/other)
 - o 0 wastewater facility plan reviews in September
 - o 0 MMSD annexation review in September
 - o New Fee Policy approved at June CARPC Meeting. New fees effective Sept 1, 2026. New [website](#) and Submittal Guidance document published.

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. [A grant application to the Natural Resource Foundation \(CD Besadny\) was submitted on 9/1/2026 to support the development of a GIS Based Conservation Program Finder Tool – that connects landowners and conservation organizations with over 20 conservation programs available throughout the county.](#)
- **Neighborhood Forest Project** – Partnership with Eco-Latinos, Operation Fresh Start, Sustain Dane, and Urban Tree Alliance (UTA) 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. UTA will be utilizing CARPC’s canopy cover change data that was recently updated to include 2024 LiDAR data.
- **Midwest Climate Collaborative** – Caitlin Shanahan is on the MCC Steering Committee through 2028. Staff regularly participate in working groups on green infrastructure, funding, and responsible data center development. [Liz Levy has been accepted to participate in a 2-year training program on federal grant application and management, with costs and organization covered by MCC.](#)
- **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. [Data collection for Dane County is complete. Reports to Towns of Dunn, Dunkirk, Rutland, and Pleasant Springs, and City of Fitchburg were sent out, concluding the inventory report writing phase of the project. Staff presented to the](#)

Town of Primrose on September 14 and will be presenting to the Town of Dunkirk on 10/19 and the Town of Dunn on 10/20. Both Environmental Resources Technicians concluded their time with CARPC on September 25. Remaining requirements per grant agreement include a final report summarizing project goals, activities, and deliverables.

- **Old Growth Forests and Oak Savannah Mapping** – CARPC is collaborating with the Wisconsin State Cartographer’s Office and WDNR, 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. [In September 2026 the Bock Foundation has awarded the State Cartographer’s Office with CARPC as a partner with an additional \\$10,000 to fund this effort.](#)
- **Conservation Program Finder** – [The Bock Foundation has awarded \\$8,000 to CARPC to develop a web-based tool that will help connect conservation agencies and rural land owners identify land conservation programs \(either Federal, State, local or non-profit\) that are available in a specific location.](#)
- **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.
 - 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).
 - New school tree nurseries will be established at St Dennis Catholic School, West Madison High School, and Lodi Elementary School.
- **GIS Workshops for K-12** – CARPC, the State Cartographer’s Office, Operation Fresh Start, Goundswell, Sustain Dane and Maydm cohosted in June a field day in Westport’s Empire Prairie and UW Madison Campus for a GIS workshop for Maydm 27 STEM 16–18-year-old youth and 9 Powerful Teen Leaders. 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 program was awarded to CARPC for \$5,000 to fund the 2026 workshops. A letter of collaboration has been submitted to the City of Madison's Youth Employment Services RFP, that would incorporate funding to sustain this partnership with the Powerful Teen Leaders for \$3,000 a year (for two-day workshops) for the next 3 years. CARPC applied to the Alliant Energy Community Fund grant for \$5,000 to continue our educational program and partnership with Maydm.

Cooperative Water Resources Monitoring

- **Yahara Watershed Monitoring Program** - Ongoing with USGS and partners, with CARPC acting as facilitator and funding coordinator. The existing one-year agreement ends 12/31/2026. [A two-year agreement \(2027-2028\) has been drafted by USGS, and renewal of partner agreements will occur before the new agreement is signed.](#)

- **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; DNR covering lab costs up to \$11,055. Anticipate being able to cover costs in 2026 by using previous years surplus; however, a large funding deficit is anticipated in 2027 and 2028 (~\$60k). [CARPC has provided stakeholders with a short-list of options from USGS to provide a revised scope which would still meet most basic needs of stakeholders but at a lower cost \(likely to include reduction in monitoring points\).](#)
- **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. 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 (IIJA 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. [Two UW students have been hired by the Department of Planning and Landscape Architecture to support water quality monitoring efforts.](#)

PARTNERSHIP UPDATES

- **MPO** – The MPO is updating their Regional Transportation Plan, to be completed by May 2027. CARPC has been assisting with aspects of that process. [We are planning an MPO presentation on the draft RTP for the November Commission meeting.](#) The MPO is coordinating Week Without Driving activities again this year (Oct 1-8) and invites CARPC participation (both individual and agency).
- **Dane County Office of Energy and Climate Change** – CARPC and OECC met 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 August 6. 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 in February and March 2026. The County's consultant completed their study and recommendations at the end of June.
- **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.

- **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 asset distribution continues, including efforts to transfer a USDA-funded rural economic development fund to CARPC. We met with the one active loan recipient in July to discuss the likely change to CARPC as the loan holder. **We anticipate MadREP and USDA action in October that will enable CARPC action in November.**
- **Greater Madison Chamber of Commerce (GMCC)** – Jason has bi-monthly coordination meetings with GMCC staff leadership and has been participating in the annual Next Normal survey effort to track business and employment trends in the region.
- **MMSD** – Jason meets with Executive Director Eric Dundee regularly to discuss shared CARPC/MMSD interests and initiatives. We are planning a joint event in on December 11, 2026 co-sponsored by CARPC, MMSD and Dane County Land and Water Resources Dept. focused on regional topics related to wastewater and stormwater challenges across the region.
- **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 the Renew the Blue Council through 2027 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.
- **Madison Area Builders Association** – We met several times in 2026 with a focus group of developers, attorneys and engineers assembled by MABA to discuss the proposed updates to the sewer service area (SSA) amendment policies, updates to the Environmental Corridors Policies and Criteria, and other aspects of the *Dane County Water Quality Plan* and its effect on development. We anticipate continued collaboration with MABA members on production of guidance materials to assist with interpretation of SSA and EC policies.
- **Groundswell Conservancy** – We plan to collaborate with Groundswell on the identification and prioritization of lands for conservation easement protection, beginning late this year.
- **The Nature Conservancy** – [CARPC has another meeting scheduled with TNC Conservation Science Director Peter Levi in October, to discuss areas of shared interest and collaboration opportunities.](#)
- **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.
- **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 hosted intern Zaida Hendrickson from June 22 to August 13.
- **Badgerland Biodiversity Corridor Initiative (BBCI)** – CARPC staff are exploring opportunities to collaborate on shared goals and in pursuit of regional co-benefits related to water quality, environmental resource protection, and climate resilience. Staff met with BBCI reps on 7/31/26 to share information about CARPC habitat stepping stone project. BBCI is seeking grant assistance for a multi-party initiative in Dane County.

OPEN RECORDS REQUESTS

- A resident in the Village Cambridge submitted a records request in September related to sewer service area boundaries and amendments in the village. CARPC staff provided the requested information.