



PLANNING & DEVELOPMENT COMMITTEE MEETING
THURSDAY, AUGUST 27, 2015 – 8:00 A.M.
COURTHOUSE CONFERENCE CENTER - (2nd FL – EAST WING)
ROCK COUNTY COURT HOUSE
JANESVILLE, WI

AGENDA

1. Call to Order
2. Adoption of Agenda
3. Minutes of Planning & Development Meeting held Thursday, August 13, 2015
4. Citizen Participation, Communications and Announcements
5. **Action Item:** Confirmation of Appointment of Director of Planning and Development
6. Semi-Annual Report Attendance at Conferences/Conventions
 - A. Planning & Development Agency
 - B. Real Property Lister
 - C. Surveyor
7. Code Administration & Enforcement
 - A. **Action Item:** Public Hearing Proposed Revisions to Section 4.410(5)(B) Part 4 – Floodplain Zoning of the Rock County Code of Ordinances
 - B. **Action Item:** Extension Request for Shoreland Conditional Use Permit 2014 002 – Wisconsin Power & Light
8. Finance
 - A. **Action Item:** Department Bills/Transfers/Pre-Approved Encumbrances and Amendments to Encumbrances
9. Community Development
 - A. **Action Item:** Policy and Procedure Manual for Rock County Housing Rehabilitation Program Amendments
10. Committee Reports
11. Schedule November and December Committee Meeting Dates
12. Directors Report
 - A. Shoreland CUP – Traynor
 - B. Joint Public Works/Planning & Development Committee meeting Sept. 10, 2015
13. Adjournment

Future Meetings/Work Sessions

- September 10, 2015 (8:00 am)
- September 24, 2015 (8:00 am)
- October 8, 2015 (8:00 am)
- October 22, 2015 (8:00 am)

RESOLUTION NO. _____

AGENDA NO. _____

**RESOLUTION
ROCK COUNTY BOARD OF SUPERVISORS**

Planning & Development Committee
INITIATED BY

Annette Mikula, HR Director
DRAFTED BY



Planning & Development Committee
SUBMITTED BY

August 17, 2015.
DATE DRAFTED

**CONFIRMATION OF APPOINTMENT OF
DIRECTOR OF PLANNING AND DEVELOPMENT**

- 1 **WHEREAS**, the former Director of Planning and Development resigned on August 31, 2013; and,
- 2
- 3 **WHEREAS**, the County has conducted a recruitment effort to fill the job of Director of Planning and
- 4 Development; and,
- 5
- 6 **WHEREAS**, the candidates were screened with the most qualified being interviewed; and,
- 7
- 8 **WHEREAS**, the County Administrator has appointed Colin Byrnes, who has been recommended by
- 9 the Planning & Development Committee; and,
- 10
- 11 **NOW, THEREFORE, BE IT RESOLVED**, that the Rock County Board of Supervisors assembled
- 12 this _____ day of _____, 2015, confirms the appointment of Colin Byrnes, as Director of
- 13 Planning and Development in accordance with the attached conditions of employment.

Respectfully Submitted,

PLANNING & DEVELOPMENT COMMITTEE

Alan Sweeney, Chair

Mary Mawhinney, Vice-Chair

Wes Davis

Wayne Gustina

Jason Heidenreich

LEGAL NOTE:

County Board is authorized to take this action pursuant to § 59.22(2), Wis. Stats.

Jeffrey S. Kuglitsch
Corporation Counsel

FISCAL NOTE:

Sufficient funds are available in the 2015 Planning and Development budget for the cost of this position.

Sherry Oja
Finance Director

ADMINISTRATIVE NOTE:

Recommended,

Josh Smith
County Administrator

COUNTY BOARD STAFF COMMITTEE

J. Russell Podzilni, Chair

Sandra Kraft, Vice Chair

Eva Arnold

Henry Brill

Betty Jo Bussie

Mary Mawhinney

Louis Peer

Alan Sweeney

Terry Thomas

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COUNTY OF ROCK, WISCONSIN

Employment Services Agreement

THIS AGREEMENT, made and entered into by and between the County of Rock (hereinafter referred to as "EMPLOYER") and Colin Byrnes (hereinafter, "EMPLOYEE"),

WITNESSETH:

WHEREAS EMPLOYER whose address is c/o County Administrator, 51 South Main Street, Janesville, WI 53545, desires to obtain the services of Colin Byrnes to serve as Director of Planning and Development,

WHEREAS EMPLOYEE, whose current address is 434 N Oak Street, Oregon, Wisconsin 53575 is able and willing to serve as the Director of Planning and Development;

NOW, THEREFORE, in consideration of the promises and the mutual covenants of the parties hereinafter set forth, the receipt and sufficiency of which is acknowledged by each party for itself, EMPLOYER and EMPLOYEE do agree as follows:

1. CONDITIONS OF EMPLOYMENT; GENERAL PROVISIONS. Employment of EMPLOYEE is subject to the general supervision and shall be conducted pursuant to the orders, advice and direction of the County Administrator and be governed by the terms and conditions of Chapter 18 of the Rock County Ordinance, except as to the terms and conditions that are herein modified. Employment is further subject to EMPLOYEE's compliance with and implementation of policies established from time to time by EMPLOYER in the exercise of its lawful authority. EMPLOYEE shall perform such other duties as are customarily performed by one holding the same or similar positions in other governmental organizations or businesses which provide similar services. EMPLOYER reserves to the County Administrator the right to require EMPLOYEE to render such other and unrelated services and duties as may be assigned from time to time by the County Administrator.

2. DUTIES OF EMPLOYEE; GENERAL PROVISIONS. EMPLOYEE agrees to perform lawfully, faithfully, industriously, competently, dutifully and to the best of EMPLOYEE's ability, all of the duties that may be required of EMPLOYEE pursuant to the express or implied terms of this agreement, to the level of satisfaction that the County Administrator may reasonably require.

3. DUTIES OF EMPLOYEE; JOB DESCRIPTION. The duties of EMPLOYEE shall include but not be limited to those expressly stated or implied in the job description for the position, as may be revised from time to time by EMPLOYER as circumstances change, and as set forth in applicable state statutes. This paragraph is further subject to the right of assignment reserved to the County Administrator, as set forth in paragraph 1 hereof.

4. DUTIES OF EMPLOYEE; OFFICIAL ACTS OF COUNTY BOARD. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in the ordinances, resolutions or motions of EMPLOYER's county board or any of its committees acting within the scope of their lawful authority.

5. DUTIES OF EMPLOYEE; DIRECTIVES OF COUNTY ADMINISTRATOR. The duties of EMPLOYEE shall also include but not be limited to those expressly stated or implied in orders, directives, or rules of the County Administrator.

53 6. TERM OF AGREEMENT. The term of this agreement shall be a period of 1 year,
54 commencing at 8:00 a.m., Sunday, September 13, 2015, and expiring as of Midnight, September 12,
55 2016, unless earlier terminated under other provisions of this agreement or by operation of law.
56

57 7. NONRENEWAL OF AGREEMENT. At its expiration this agreement shall not be considered
58 renewed unless extended in writing by mutual agreement of the parties. If it is the County
59 Administrator's intention not to renew this agreement, the County Administrator will attempt to give
60 EMPLOYEE three (3) months advance written notice of the intent not to renew this agreement,
61 provided, however, that failure to give such notice shall create no obligation on EMPLOYER to
62 continue EMPLOYEE's employment beyond the expiration date of this agreement. The County
63 Administrator may extend EMPLOYEE's employment on a month-to-month basis for a period not to
64 exceed 3 months, pending renewal of this agreement.
65

66 8. EMPLOYEE'S RESPONSIBILITIES; ETHICAL CONSIDERATIONS. EMPLOYEE shall at
67 all times observe and comply with all ethical obligations imposed or required by constitution, statute,
68 ordinance or other provision of law and shall at all times conduct EMPLOYEE's personal affairs in
69 such a manner as to avoid a conflict of interest or appearance of conflict and in accordance with the
70 duties and responsibilities of public officials. During normal work hours EMPLOYEE shall at all times
71 devote all of EMPLOYEE's time, attention, knowledge and skills solely to the interests of the
72 EMPLOYER, and EMPLOYEE shall never use EMPLOYEE's position or confidential information
73 gained in such work position for EMPLOYEE's personal gain, either directly or indirectly.
74

75 9. EMPLOYEE'S RESPONSIBILITIES; CONFIDENTIAL INFORMATION. EMPLOYEE shall
76 not at any time or in any manner, either during the term of this agreement or thereafter, either directly
77 or indirectly divulge, disclose or communicate to any person any confidential information gained in
78 the performance of EMPLOYEE's duties except as otherwise required or compelled by law.
79

80 10. EMPLOYEE'S RESPONSIBILITIES; EXCLUSIVE EMPLOYMENT. EMPLOYEE agrees to
81 remain in the exclusive employ of EMPLOYER throughout the term of this agreement. The term
82 "exclusive employ" shall not be construed to prohibit occasional teaching, writing or consulting which
83 is performed on EMPLOYEE's time off and which does not affect EMPLOYEE's job performance,
84 subject to prior approval of the County Administrator.
85

86 11. HOURS OF WORK. The usual and customary hours of business of EMPLOYER are from
87 8:00 a.m. to 5:00 p.m., Monday through Friday, however, as a managerial employee, EMPLOYEE
88 shall have as a condition of employment a job to perform and shall work such hours as are
89 necessary to accomplish the tasks assigned to EMPLOYEE.
90

91 12. EVALUATION AND GOALS. At least annually, the County Administrator or his or her
92 designee shall meet with EMPLOYEE to discuss job performance and to define goals and objectives
93 for both EMPLOYEE and EMPLOYER.
94

95 13. EMPLOYEE'S DUTIES; LIMITED CONTRACTING AUTHORITY. EMPLOYEE shall not
96 have the right to make contracts or commitments for or on behalf of EMPLOYER except as expressly
97 authorized in advance by statute, ordinance, or express written consent of EMPLOYER.
98

99 14. COMPENSATION OF EMPLOYEE; BASE COMPENSATION. EMPLOYER shall pay
100 EMPLOYEE, and EMPLOYEE shall accept from EMPLOYER in payment for EMPLOYEE's services,
101 direct compensation at a rate provided for in the Unilateral Pay Plan for the position occupied by the
102 EMPLOYEE.
103

104 15. COMPENSATION OF EMPLOYEE; COMPENSATION FOR EXPENSES. EMPLOYER
105 shall reimburse EMPLOYEE for all necessary expenses incurred in the service of EMPLOYER, in
106 accordance with Rock County ordinances and regulations on reimbursement of expenses, provided
107 that EMPLOYEE complies with all applicable provisions of law and Rock County ordinances and
108 procedures prior to incurring or claiming reimbursement for such expenses. It is expressly

109 understood that prior approval of the County Administrator is required for attendance at conferences
110 held outside of Wisconsin and that attendance is further subject to the rules, regulations and
111 ordinances applicable to managerial employees employed by the EMPLOYER.
112

113 16. COMPENSATION OF EMPLOYEE; FRINGE BENEFITS. Except as otherwise set forth in
114 this agreement, and in addition to the monetary compensation set forth above EMPLOYEE shall
115 receive fringe benefits as are enumerated from time to time in resolutions and general ordinances of
116 EMPLOYER, on the same terms as these are made available to non-represented managerial and
117 professional employees of EMPLOYER.
118

119 17. VACATION. EMPLOYEE shall receive twenty five (25) days of vacation commencing with
120 County anniversary date, September 18. Carry-over of unused vacation shall be allowed under such
121 conditions as are contained in the Rock County Personnel Policy.
122

123 18. COMPENSATION OF EMPLOYEE; TREATMENT OF DIRECT COMPENSATION FOR
124 TAX PURPOSES. The direct financial compensation paid EMPLOYEE under this Agreement shall
125 be treated as wages for federal and state tax purposes and for purposes of allowing EMPLOYEE to
126 participate in the Wisconsin retirement system. EMPLOYEE recognizes that EMPLOYER will
127 withhold taxes, Social Security and the like from direct compensation. EMPLOYEE shall be allowed
128 to participate in EMPLOYER's deferred compensation program(s) and Section 125 Flexible
129 Spending Account, at EMPLOYEE's option and to the extent permitted by law.
130

131 19. TERMINATION OF AGREEMENT BY EMPLOYEE; NOTICE REQUIRED FOR
132 RESIGNATION. This agreement may be terminated by EMPLOYEE on 30-days' written notice to
133 the County Administrator. Any such notice, once accepted by the County Administrator, may not be
134 withdrawn or rescinded. The fact that the County Administrator has asked EMPLOYEE for
135 EMPLOYEE's resignation shall not invalidate any such resignation once tendered to, and accepted
136 by, the County Administrator. Accrued but unused vacation and holiday time shall be paid out to
137 EMPLOYEE upon resignation, provided sufficient notice as required above is received.
138

139 20. TERMINATION OF AGREEMENT BY EMPLOYER; EMPLOYER'S RIGHT TO
140 TERMINATE AT WILL. This agreement may be terminated, or any obligation of EMPLOYER under
141 this agreement may be suspended, by the County Administrator at any time during its term, in the
142 sole discretion of the County Administrator. EMPLOYEE shall be deemed to be an at-will employee
143 of EMPLOYER who shall have no remedy or recourse in the event of disciplinary action, up to and
144 including discharge.
145

146 21. TERMINATION OF AGREEMENT BY EMPLOYER; DISCIPLINARY ACTION;
147 PROCEDURE FOR DISCIPLINARY ACTION. All disciplinary action shall originate from the County
148 Administrator and be accomplished by the County Administrator.
149

150 22. EMPLOYER TO INDEMNIFY AND DEFEND EMPLOYEE FOR OFFICIAL ACTS.
151 EMPLOYER shall indemnify, defend and hold harmless EMPLOYEE, in accordance with the
152 requirements of s. 895.46, Wis. Stats. EMPLOYER reserves the right to compromise or settle any
153 such litigation in any fashion deemed advantageous to EMPLOYER, regardless of whether
154 EMPLOYEE consents thereto.
155

156 23. CONSTRUCTION OF AGREEMENT; NO ASSIGNMENT. EMPLOYEE shall not assign or
157 transfer any interest or obligation in this Agreement, whether by assignment or novation. It is
158 expressly understood EMPLOYER will not consent to any assignment of EMPLOYEE's duties and
159 obligations.
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161 24. CONSTRUCTION OF AGREEMENT; SEVERABILITY. All parts of this agreement are
162 severable from all other parts and invalidity of any part shall not operate to invalidate any other part.
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25. CONSTRUCTION OF AGREEMENT; WISCONSIN LAW CONTROLS. It is expressly understood and agreed that in the event of any dispute between the parties, arising under this agreement, Wisconsin law shall control to the extent that it is not superseded by any applicable federal law.

26. CONSTRUCTION OF AGREEMENT; ENTIRE AGREEMENT. This Agreement constitutes the entire agreement of the parties and supersedes any and all negotiations of the parties relating to the subject matter hereof. Any prior employment agreement between the parties, together with any extension or renewal of such agreement, is likewise terminated and superseded by this Agreement. All of EMPLOYEE's rights, of any nature whatsoever, arising from, by or under any prior employment agreement between the parties are hereby compromised in their entirety.

IN WITNESS WHEREOF, EMPLOYER and EMPLOYEE have executed this agreement effective as of the day and date by which EMPLOYER's authorized representative and EMPLOYEE have affixed their respective signatures, as indicated below.

FOR EMPLOYER:

Date: 8/19/15

Josh Smith
Josh Smith, Rock County Administrator

BY EMPLOYEE:

Date: 8/19/15

Colin M. Byrnes
Colin Byrnes, Director of Planning and Development

WITNESS:

Date: 8/19/15

[Signature]

MEMORANDUM

TO: Mr. Alan Sweeney, Chair
Planning & Development Committee

FROM: Jason R. Houle, PLS
County Surveyor

DATE: August 13, 2015

RE: Semi-annual report – Attendance @ Conventions/Conferences
Staff – Rock County Surveyor's office

Per County board resolution 06-9A-087, I am submitting the semi-annual report for training/conventions & conferences during January – June, 2015.

There was not attendance at any training, convention or conference that exceeded \$1,000 per event, per employee, in or out of State.

Cc: Mr. Josh Smith, County Administrator

ROCK COUNTY, WISCONSIN



**Real Property
Description Department**

51 South Main Street
Janesville, WI 53545
(608) 757-5610

MEMORANDUM

DATE: July 20, 2015

TO: Planning and Development Committee

FROM: Michelle Schultz, Real Property Lister

RE: Semi-Annual Report – Attendance at Conferences/Conventions

No member of the Real Property Description Department attended any training, conference or convention that exceeded the cost of \$1,000 per event, per employee over the past six months.

Cc: Josh Smith



ROCK COUNTY GOVERNMENT
Planning & Development Agency

INTEROFFICE MEMORANDUM

TO: Planning & Development Committee
FROM: Colin Byrnes, Director – Planning & Development Agency
SUBJECT: Semi-Annual Report—Attendance at Conventions/Conferences
DATE: August 15, 2015

Summary:

Per County Board Resolution, all department heads are required to submit semi-annual updates regarding attendance or training at conventions or conferences and that exceed a cost of \$1,000 per event, per employee whether in-state or out-of-state. The following is the semi-annual report for January – June 2015:

There was no attendance at any training, convention or conference that exceeded \$1,000 per event, per employee over the previous six months.

Cc: Josh Smith, County Administrator



Legal Notice

NOTICE OF PUBLIC HEARING

STATE OF WISCONSIN
COUNTY OF ROCK

PUBLIC NOTICE is hereby given to all persons in Rock County, Wisconsin that a public hearing will be held on August 27th, 2015 at 8:00 am in the Courthouse Conference Center, second floor, east wing of the Rock County Courthouse, 51 S. Main Street, Janesville, WI to solicit comments on proposed floodplain zoning ordinance revisions.

The proposed revisions to Section 4.401(5)(B) Part 4 – Floodplain Zoning of the Rock County Code of Ordinances are necessary to conform to minimum standards of the National Flood Insurance Program (NFIP) regulations found in Title 44 of the Code of Federal Regulations Section 60.3. All communities participating in the NFIP must comply with both federal and state requirements. Through this process, the County of Rock will be adopting the most recent Flood Insurance Rate Maps (FIRMs) developed by the Federal Emergency Management Agency (FEMA).

The draft maps are available at the Rock County Planning & Development Agency, Second Floor County Courthouse – East.

All persons interested are invited to attend said hearing. Written comments may be submitted to:

Colin Byrnes
Acting Director
Rock Co. Planning, Economic & Community Development
51 S. Main Street
Janesville, WI 53545

Or via email: planning@co.rock.wi.us



Alliant Energy
4902 North Billmore Lane
P.O. Box 77007
Madison, WI 53707-1007

1-800-ALLIANT (1-800-255-4268)
alliantenergy.com

August 7, 2015

Colin Byrnes
Rock County Planning, Economic & Community Development Agency
Rock County Courthouse
East Wing, Room 266
51 South Main St.
Janesville, WI 53545

**Subject: Shoreland Zoning Conditional Use Permit Extension for
Solar Photovoltaic Development on the Closed Rock River Landfill
Rock River Generating Station**

Mr. Byrnes:

On behalf of Wisconsin Power and Light Company (WPL), Alliant Energy is requesting an extension of the Rock County Conditional Use Permit (CUP) issued to WPL on September 11, 2014 (Permit No. 2014 002). This permit was issued to allow for abandonment of the former settling ponds at the Rock River Generating Station and closure of the ash landfill. At the time of issuance, WPL also proposed to install a solar photovoltaic (PV) development on top of the closed landfill.

We are pleased to inform you that the settling pond abandonment and landfill closure projects have been completed, and we are now moving forward with plans to install a solar PV development on the closed landfill.

Settling Pond Abandonment and Landfill Closure

Construction activities were initiated in the fall of 2014, and the abandonment of the settling basins and closure of the landfill were substantially complete on June 19, 2015. Some minor repairs to the final landfill cover were completed on July 14, 2015, to address erosion that occurred during storm events this spring. Photos of the closed landfill and new storm water basin, which was constructed following excavation and closure of the settling ponds, are attached.

Solar PV Development

WPL is currently working with a PV developer to design and install a PV system with an estimated total capacity of 2.1 megawatts (MW) alternating current (AC). The PV system will occupy approximately 15 acres on top of the closed landfill and include approximately 7,200 panels. The PV panels, or modules, will be mounted to a single-axis racking system that allows the modules to track the sun throughout the day. The tracking system will maximize the amount

of renewable energy produced by the project. The concrete bases used to support and ballast the PV module and tracking system structure at Rock River will consist of long rectangular concrete grade beams. The grade beams will be set in an east-west orientation perpendicular to the tracking axis of the modules, and will be approximately 18 inches wide by 12 inches high by 72 inches long. At each grade beam location, up to 14 inches of soil will be excavated prior to installation of the beam.

An access road will be installed around three-quarters of the perimeter of the PV system to provide all weather access to the PV system during and after construction. Along the alignment of the access road, the developer will excavate the existing 6-inch topsoil layer and replace it with a compacted aggregate road base. The road aggregate will be graded to prevent ponding of storm water on the landfill.

Review of Conditions in the Current Permit

The CUP issued to WPL on September 11, 2014 included four conditions:

Condition #1: The Applicant shall submit additional site plan information for Photovoltaic system concerning solar panel construction to ensure panel reflectivity does not impair Southern Wisconsin Regional Airport operations at the time of vendor selection.

Status of Condition #1: WPL is currently finalizing selection of a solar PV developer and is developing a site plan. WPL intends to share this information with the Southern Wisconsin Regional Airport operations staff this month, and will ensure that panel reflectivity does not impair airport operations.

Condition #2: Applicant shall apply for and obtain a Town of Beloit Erosion Control Permit.

Status of Condition #2: An Erosion Control Permit was obtained from the Town of Beloit on October 7, 2014. A copy of the approval letter is attached.

Condition #3: This permit expires on[e] year from the date of Committee approval, however, all earthworks and grading must be completed and the disturbed areas must be seeded or otherwise stabilized prior to October 1, 2015.

Status of Condition #3: As noted above, grading and seeding work has been completed for the pond abandonment and landfill closure phases of this project. Installation of the solar PV development will result in some disturbance to the vegetation that is currently established on the closed landfill. All vegetated surfaces that are disturbed during the PV system installation will be fully restored following completion of the development activities.

Condition #4: FAA circular 74-60-1 Notice of proposed construction (pond construction) must be filed before work is started.

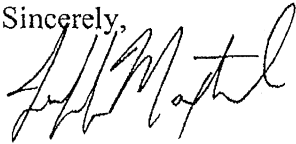
Status of Condition #4: On behalf of WPL, Alliant Energy submitted FAA Form 7460-1 to the Wisconsin Department of Transportation Bureau of Aeronautics on September 16, 2014. A copy of the submittal is attached.

Summary of Request

WPL has completed abandonment of the settling ponds and closure of the landfill, remains in compliance with the Shoreland Zoning Conditional Use Permit, and is pleased to be moving forward with installation of the solar PV arrays. At this time, WPL is requesting an extension of the Conditional Use Permit to provide time to complete the solar development work that will start as early as mid or late September. We expect to complete the development by Spring 2016, no later than Fall 2016, and will ensure that all disturbed areas are seeded and otherwise stabilized at that time.

Thank you very much for your consideration of this request. Please call me at (608) 458-3853 if you have any questions.

Sincerely,



Jeff Maxted
Senior Environmental Specialist
Alliant Energy Corporate Services, Inc.

Enclosures

Cc: Jill Stevens – Alliant Energy
Joe Ell, Colin Beveridge – Wisconsin Power and Light Co.
Eric Nelson – SCS Engineers



MINUTES

ROCK COUNTY PLANNING & DEVELOPMENT COMMITTEE

THURSDAY, SEPTEMBER 11, 2014 - 8:00 A.M.

COURTHOUSE CONFERENCE ROOM

SECOND FLOOR

ROCK COUNTY COURTHOUSE

JANESVILLE, WI



1. CALL TO ORDER

The meeting of the Rock County Planning & Development Committee was called to order at 8:00 a.m. on Thursday, September 11, 2014 at the Rock County Courthouse. Chair Sweeney presided. Supervisors present: Mary Mawhinney, Wayne Gustina & Wes Davis. Supervisor Jason Heidenreich was not in attendance.

Planning & Development Staff present: Colin Byrnes (Acting Planning Director/Zoning Administrator), Steve Schraufnagel (Acting Secretary), and Adam Pritchard (County Engineer).

Other County Staff: Ron Burdick (Southern Wisconsin Regional Airport Manager), and Jason Houle (County Surveyor).

Citizens present: Greg Boysen (City of Beloit Public Works Director), Betsy Powers and Eric Nelson (SCS Engineers Consultant), and Jeff Maxted (Alliant Energy).

2. ADOPTION OF AGENDA

Supervisor Mawhinney moved to adopt the agenda; Supervisor Gustina seconded the motion to approve the agenda. **Approved 4-0.**

3. MEETING MINUTES – AUGUST 28, 2014

Supervisor Gustina moved the approval of the August 28, 2014 Committee minutes. Supervisor Davis seconded the approval of the minutes. **APPROVED 4-0.**

4. CITIZEN PARTICIPATION, COMMUNICATIONS AND ANNOUNCEMENTS

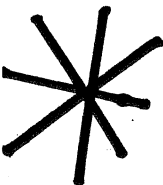
None at this time.

5. CODE ADMINISTRATION & ENFORCEMENT

A. Action Item: Public Hearing Shoreland Conditional Use Permit – Wisconsin Power & Light.

Supervisor Mawhinney made a motion to go into Public Hearing; Seconded by Supervisor Gustina. All in favor – **Approved (Yes –4 No- 0, Absent – 1)**

Mr. Byrnes briefly explained to the Committee the project proposal. Wisconsin Power & Light is considering the abandonment of the settling ponds and closure of the landfill at their site along the Rock River. They may also utilize the site for solar photovoltaic



system on top of the closed landfill. Besides being within the Rock County Shoreland area of the Rock River, the site is also within the 3-mile jurisdiction of the Southern Wisconsin Regional Airport.

Jeff Maxted of Alliant introduced SCS Consultants who have been contracted to handle this project. Eric Nelson (SCS Consultants) explained the process and timeline of the encapsulation of the site.

Ron Burdick, Manager of the Southern Wisconsin Regional Airport expressed concern that the ponds could become a hazard to navigation due to wildlife specifically Canadian geese. Another concern being that glare off the solar panels could also be hazardous.

Supervisor Davis made a motion to go out of Public Hearing; Seconded by Supervisor Gustina. All in favor – **Approved (Yes –4 No- 0, Absent – 1)**

B. Action Item: Review & Approval Shoreland Conditional Use Permit – Wisconsin Power & Light.

Supervisor Mawhinney made a motion to the Conditional Permit with conditions; Seconded by Supervisor Gustina. All in favor – **Approved (Yes –4 No- 0, Absent – 1)**

Supervisor Mawhinney made an amendment to the above motion to include new and revised conditions; Seconded by Supervisor Gustina. All in favor – **Approved (Yes –4 No- 0, Absent – 1)**

Conditions

1. The Applicant shall submit additional site plan information for Photovoltaic system concerning solar panel construction to ensure panel reflectivity does not impair Southern Wisconsin Regional Airport operations at the time of vendor selection.
2. Applicant shall apply for and obtain at Town of Beloit Erosion Control Permit.
3. This permit expires on year from the date of Committee approval, however, all earthworks and grading must be completed and the disturbed areas must be seeded or otherwise stabilized prior to October 1, 2015.
4. FAA circular 74-60-1 Notice of proposed construction (pond construction) must be filed before work is started.

11

Rock River Generating Station – Completed Landfill and Pond
827 WBR Townline Rd, Beloit, WI
SCS Engineers Project #25212174.01



Photo 1: Completed pond and northern concrete pipe outlet (Looking South) (06/19/15)



Photo 2: Landfill final grades (Looking North) (07/14/15)

Rock River Generating Station – Completed Landfill and Pond
827 WBR Townline Rd, Beloit, WI
SCS Engineers Project #25212174.01



Photo 3: South portion of completed pond. Southern concrete pipe inlet and spillway (Looking West) (06/22/15)



Photo 4: Landfill final grades (Looking South) (07/08/15)

Rock River Generating Station – Completed Landfill and Pond
827 WBR Townline Rd, Beloit, WI
SCS Engineers Project #25212174.01



Photo 5: Landfill final grades and slope (Looking South) (07/14/15)



ADMINISTRATIVE OFFICES

2871 S. Afton Road • Beloit, Wisconsin 53511-8666 • (608) 364-2980 • FAX (608) 365-2986

October 7, 2014

Betsy Powers, PE, Senior Civil Engineer
SCS Engineers
2830 Dairy Drive
Madison, WI 53718

Re: Site Plan Review for Settling Pond Abandonment and Landfill Closure located at Wisconsin Power and Light's Rock River Generating Station

Dear Ms. Powers:

Following a review of the above Site Plan by the Town's engineers with R.H. Batterman & Company, Inc. and the receipt of the approval for the project from the Wisconsin Department of Natural Resources, you are hereby authorized to proceed with the project as proposed.

Please consider this letter of approval as your permit for the above referenced project. This permit shall be valid concurrently with the permit issued by DNR and will expire with that approval unless an extension is approved by DNR and submitted to this office.

If you have any questions regarding this matter, feel free to contact me.

Best Regards,

Brian M. Wilson
Town Administrator



Alliant Energy
4902 North Biltmore Lane
P.O. Box 77007
Madison, WI 53707-1007

1-800-ALLIANT (1-800-255-4268)
alliantenergy.com

September 16, 2014

Mr. Chris Egger
Wisconsin Department of Transportation
Bureau of Aeronautics

Sent via electronic mail

**Subject: FAA Form 7460-1
 Rock River Generating Station Settling Basin Abandonment and Landfill Closure
 Wisconsin Power and Light Company**

Dear Mr. Egger:

On behalf of Wisconsin Power and Light Company (WPL), Alliant Energy is providing the enclosed FAA Form 7460-1, prepared by SCS Engineers, for activities associated with the abandonment of settling ponds and closure of the landfill at the Rock River Generating Station.

Please call me at (608) 458-3853 or SCS Engineers (Betsy Powers or Eric Nelson; 608-224-2830) with any questions regarding the enclosed information.

Sincerely,

A handwritten signature in black ink, appearing to read "Jeff Maxted".

Jeff Maxted
Senior Environmental Specialist
Alliant Energy Corporate Services, Inc.

Enclosures

Cc: Jill Stevens – Alliant Energy
 Colin Beveridge – Wisconsin Power and Light Co.
 Joe Ell – Wisconsin Power and Light Co.
 Eric Nelson – SCS Engineers
 Betsy Powers – SCS Engineers

SCS ENGINEERS

September 16, 2014
File No. 25212174.01

Mr. Chris Egger
Wisconsin Department of Transportation
Bureau of Aeronautics
Sent via email

Subject: FAA Form 7460-1
Rock River Generating Station Settling Basin
Abandonment and Landfill Closure
Wisconsin Power and Light Company

Dear Mr. Egger:

Enclosed is the Federal Aviation Administration (FAA) Form 7460-1 for the proposed Settling Basin Abandonment and Landfill Closure project located at Wisconsin Power and Light's (WPL) Rock River Generating Station in the Town of Beloit, Wisconsin. The project is located south of the Southern Wisconsin Regional Airport in Janesville, Wisconsin, within Zone D (3-mile jurisdictional boundary) of Rock County's airport overlay zoning districts.

As part of the conditions of approval for a Rock County Shoreland Conditional Use Permit, the project must be reviewed by the FAA due to the construction of a proposed storm water treatment pond under the post-development condition. The proposed storm water management pond will replace four existing ponds used for wastewater and storm water management while the generating station was operational.

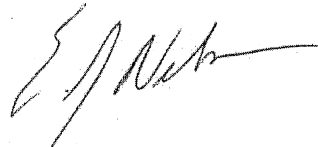
Form 7460-1 is being submitted as a mechanism for requesting review of the proposed post-development storm water pond as conditioned in WPL's Shoreland Conditional Use Permit. During our September 12, 2014 call to introduce the project, you requested we submit this form to you. We appreciate your offer to pass it on to the appropriate personnel.

Thank you for your help with this process. If you have any questions, please feel free to call us at (608) 224-2830.

Sincerely,



Betsy Powers, PE
Senior Civil Engineer
SCS ENGINEERS



Eric J. Nelson, PE
Senior Project Manager/Geological Engineer
SCS ENGINEERS

Chris Egger
September 16, 2014
Page 2


BP/TLC/EJN

cc: Vivian Vilaro, FAA
Ron Burdick, Southern Wisconsin Regional Airport
Jeff Maxted, Alliant Energy
Jill Stevens, Alliant Energy

Enclosures: FAA Form 7460-1, w/attachments

E:\25212174\Correspondence-Agency\140916_egger_FAA Form 7460.docx

Please Type or Print on This Form

 U.S. Department of Transportation Federal Aviation Administration	Failure To Provide All Requested Information May Delay Processing of Your Notice Notice of Proposed Construction or Alteration	FOR FAA USE ONLY Aeronautical Study Number

1. Sponsor (person, company, etc. proposing this action):
 Attn. of: _____
 Name: Wisconsin Power and Light Co.
 Address: 935 W B R Townline Rd
 City: Beloit State: WI Zip: 53511
 Telephone: 1-800-255-4268 Fax: _____

2. Sponsor's Representative (if other than #1):
 Attn. of: Eric Nelson
 Name: SCS Engineers
 Address: 2830 Dairy Drive
 City: Madison State: WI Zip: 53718
 Telephone: 608-216-7352 Fax: 608-224-2839

3. Notice of: New Construction Alteration Existing
4. Duration: Permanent Temporary (___ months, ___ days)
5. Work Schedule: Beginning Oct 2014 End Oct 2015
6. Type: Antenna Tower Crane Building Power Line
 Landfill Water Tank Other Pond
7. Marking/Painting and/or Lighting Preferred:
 Red Lights and Paint Dual - Red and Medium Intensity White
 White - Medium Intensity Dual - Red and high Intensity White
 White - High Intensity Other N/A
8. FCC Antenna Structure Registration Number (if applicable):
N/A

9. Latitude: 42 ° 34 ' 44 " 97 " W
10. Longitude: 89 ° 1 ' 51 " 57 " W
11. Datum: NAD 83 NAD 27 Other
12. Nearest: City: Beloit State WI
13. Nearest Public-use (not private-use) or Military Airport or Heliport:
Southern Wisconsin Regional Airport
14. Distance from #13, to Structure: 13,787 ft.
15. Direction from #13, to Structure: Northwest
16. Site Elevation (AMSL): 750 ft.
17. Total Structure Height (AGL): N/A ft.
18. Overall Height (#16 + #17) (AMSL): N/A ft.
19. Previous FAA Aeronautical Study Number (if applicable):
N/A -OE

20. Description of Location: (Attach a USGS 7.5 minute Quadrangle Map with the precise site marked and any certified survey)
see attached map

21. Complete Description of Proposal:
See attached

Frequency/Power (kW)

Notice is required by 14 Code of Federal Regulations, part 77 pursuant to 49 U.S.C., Section 44718. Persons who knowingly and willingly violate the notice requirements of part 77 are subject to a civil penalty of \$1,000 per day until the notice is received, pursuant to 49 U.S.C., Section 46301(a)

I hereby certify that all of the above statements made by me are true, complete, and correct to the best of my knowledge. In addition, I agree to mark and/or light the structure in accordance with established marking & lighting standards as necessary.

Date	Typed or Printed Name and Title of Person Filing Notice	Signature
------	---	-----------

SCS ENGINEERS

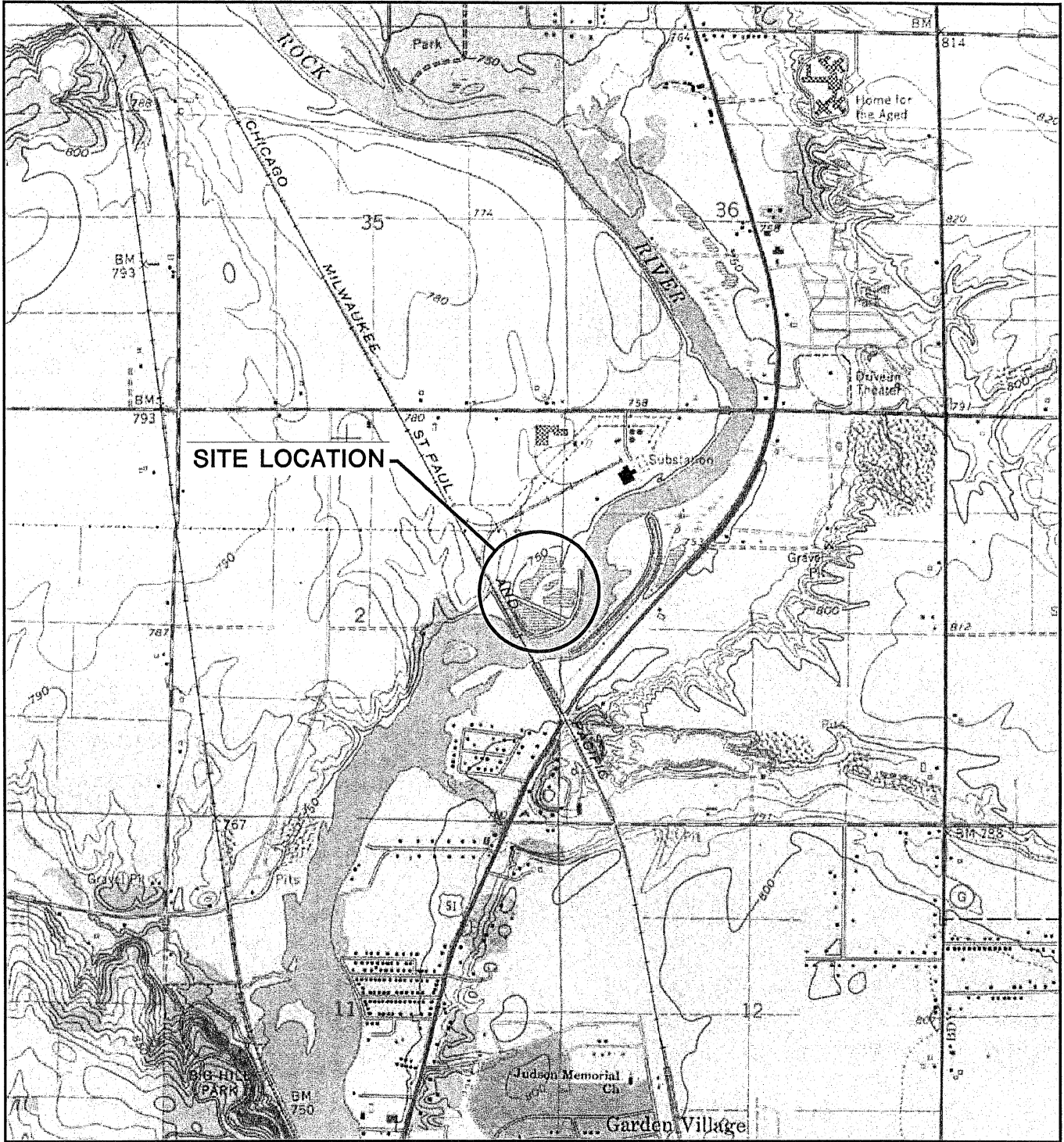
DESCRIPTION OF PROPOSAL

The site is a former electric generating station owned by Wisconsin Power and Light (WPL). Attached Figure 1 shows the site location. With the cessation of coal combustion and conversion to natural gas fuel in May 2000 and the plant retirement in 2010, several permitted facilities are no longer needed. A waste removal and landfill closure plan was developed as part of abandonment planning requirements for Wisconsin Pollutant Discharge Elimination System (WPDES) permitted facilities at the site. The proposed project involves abandoning WPDES ponds #1 and #2 and the coal yard pond, as well as removal of coal, slag and pond sediment from the former coal yard and coal combustion residue (CCR) management areas adjacent to the WPDES ponds. WPL will be relocating residual coal, slag and pond sediment to the on-site landfill. The landfill area disturbed as part of this project will be closed with a final cover system. WPL has worked with Wisconsin Department of Natural Resources (WDNR) solid waste staff to develop the proposed abandonment and closure plan. WDNR solid waste approved the Settling Basin Abandonment and Landfill Closure Plan on June 17, 2014. A final storm water management pond will be constructed to manage and treat the site storm water runoff. The pond will maintain a permanent pool of water to provide treatment and prevent resuspension of particles during rain events. A culvert outlet structure will discharge runoff to the existing final settling pond.

The following select plan sheets from the design drawings are included in Attachment A:

- Sheet 2 of 13 – Existing Conditions
- Sheet 3 of 13 – Overall Proposed Site Plan
- Sheet 8 of 13 – Restoration Plan
- Sheet 10 of 13 – Cross Section
- Sheet 11 of 13 – Details
- Sheet 12 of 13 – Details

I:\25212174\Permit Applications\FAA_BOA\project description.docx



BELOIT QUADRANGLE
 WISCONSIN-ROCK CO.
 7.5 MINUTE SERIES (TOPOGRAPHIC)
 SE/4 JANESVILLE 15' QUADRANGLE
 SCALE 1" = 2000'



CLIENT	WISCONSIN POWER AND LIGHT COMPANY		SITE	WPL ROCK RIVER GENERATING STATION 827 WBR TOWNLIN ROAD BELOIT, WISCONSIN		ENGINEER	SCS BT SQUARED 2830 DAIRY DRIVE MADISON, WI 53718-6751 PHONE: (608) 224-2830		FIGURE 1
	PROJECT NO. 25212174.00			DRAWN BY: KP			SITE LOCATION MAP		
	DRAWN: 07/27/12			CHECKED BY: PEG/EN					
REVISED: 09/18/12		APPROVED BY:							

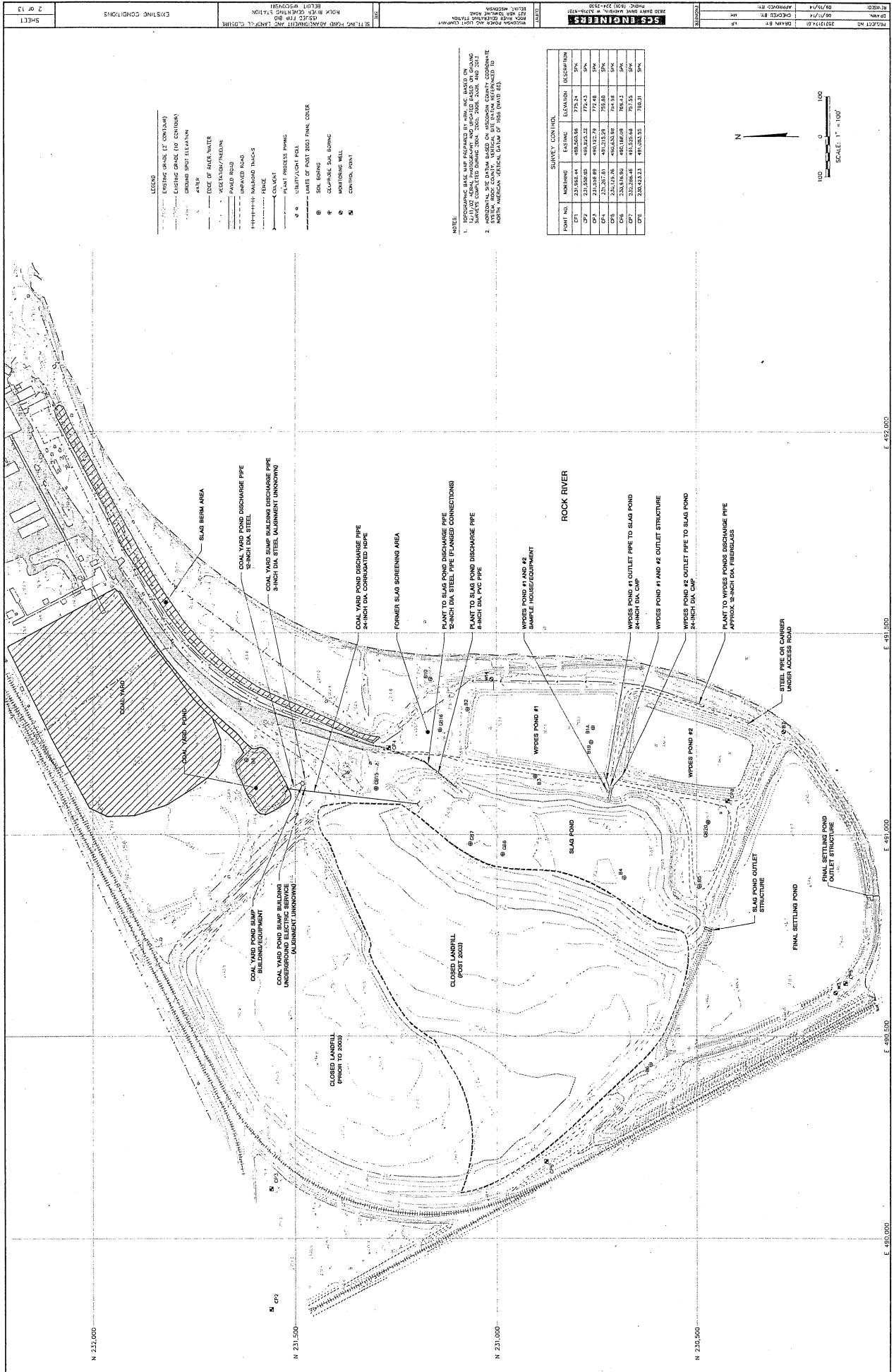
Distance from Airport
(Approximate measurement using Google Earth measuring tool)



ATTACHMENT A

Select Design Plan Sheets





- LEGEND**
- EXISTING DRIVE (IF CONTIGUOUS)
 - - - EXISTING DRIVE (NO CONTIGUOUS)
 - GROUND SPOT ELEVATION
 - WATER
 - EDGE OF RAISED WATER
 - WALKWAY/BIKEWAY/PAVING
 - PAVED ROAD
 - UNPAVED ROAD
 - CONCRETE
 - ASPHALT
 - PLANT PROCESS PIPING
 - COLLECTOR PIPING
 - CONDUIT/UNDER PASS
 - DATE OF LAST 2002 FINAL COVER
 - SOIL BANKING
 - CLAYPANE SOIL BANKING
 - MAINTENANCE WELL
 - CONTROL POINT

NOTES:

1. TOPOGRAPHIC BASE MAP OBTAINED IN 2001, NC BASED ON 2001 DATA. ALL ELEVATIONS AND SPOT ELEVATIONS SHOWN ON THIS MAP ARE BASED ON THE 2001 DATA. ALL ELEVATIONS AND SPOT ELEVATIONS SHOWN ON THIS MAP ARE BASED ON THE 2001 DATA.
2. HORIZONTAL SITE DATA BASED ON PROVISION COUNTY COORDINATE SYSTEM. ALL ELEVATIONS AND SPOT ELEVATIONS SHOWN ON THIS MAP ARE BASED ON THE 2001 DATA.

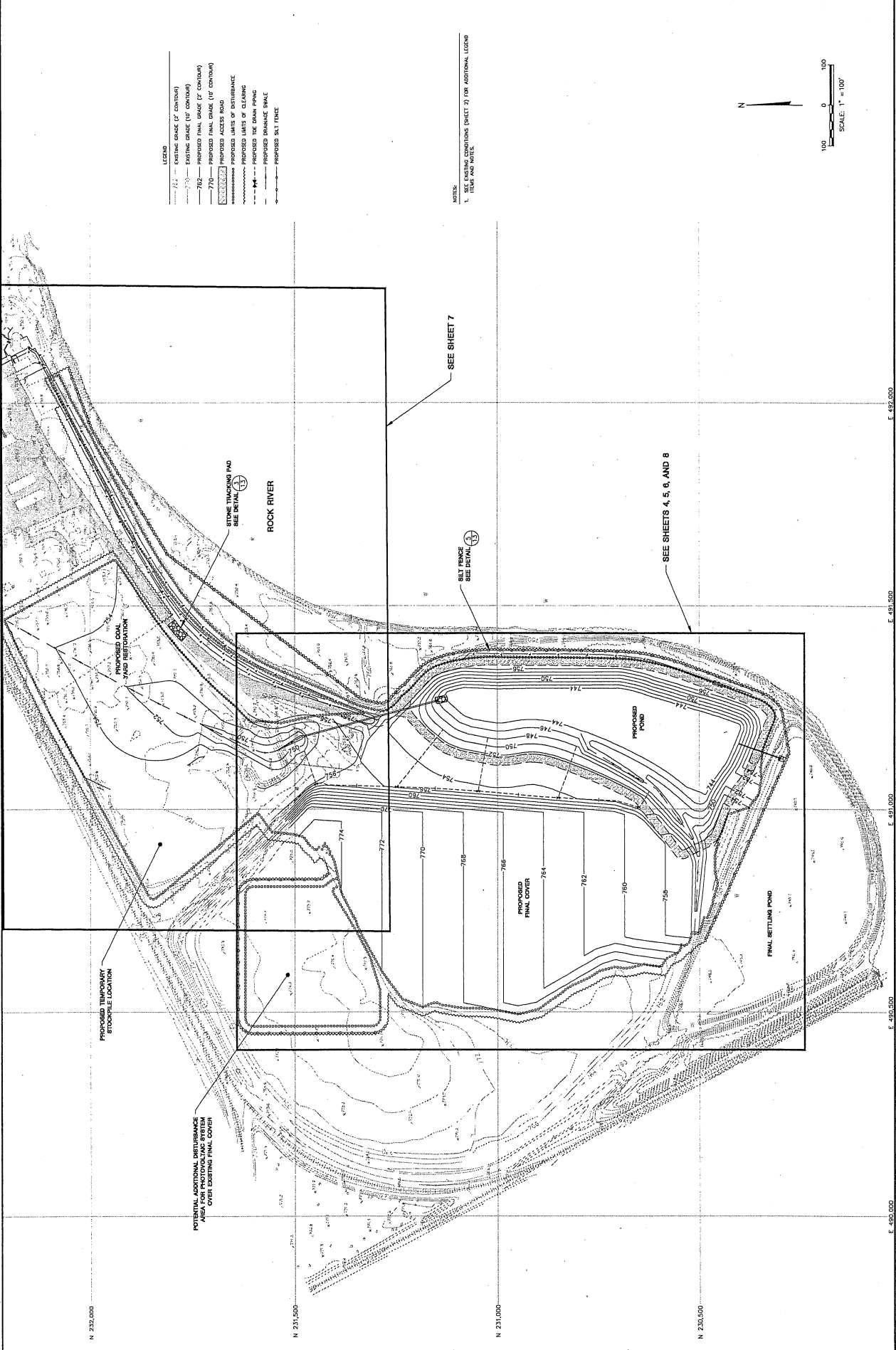
POINT NO.	NORTHING	EASTING	ELEVATION	DESCRIPTION
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CP2	231,598.00	485,205.22	772.43	50%
CP3	231,598.88	485,192.79	772.48	50%
CP4	231,598.00	485,205.22	772.43	50%
CP5	231,598.00	485,205.22	772.43	50%
CP6	231,598.00	485,186.09	764.42	50%
CP7	231,598.00	485,186.09	757.55	50%
CP8	231,598.00	485,186.09	750.31	50%

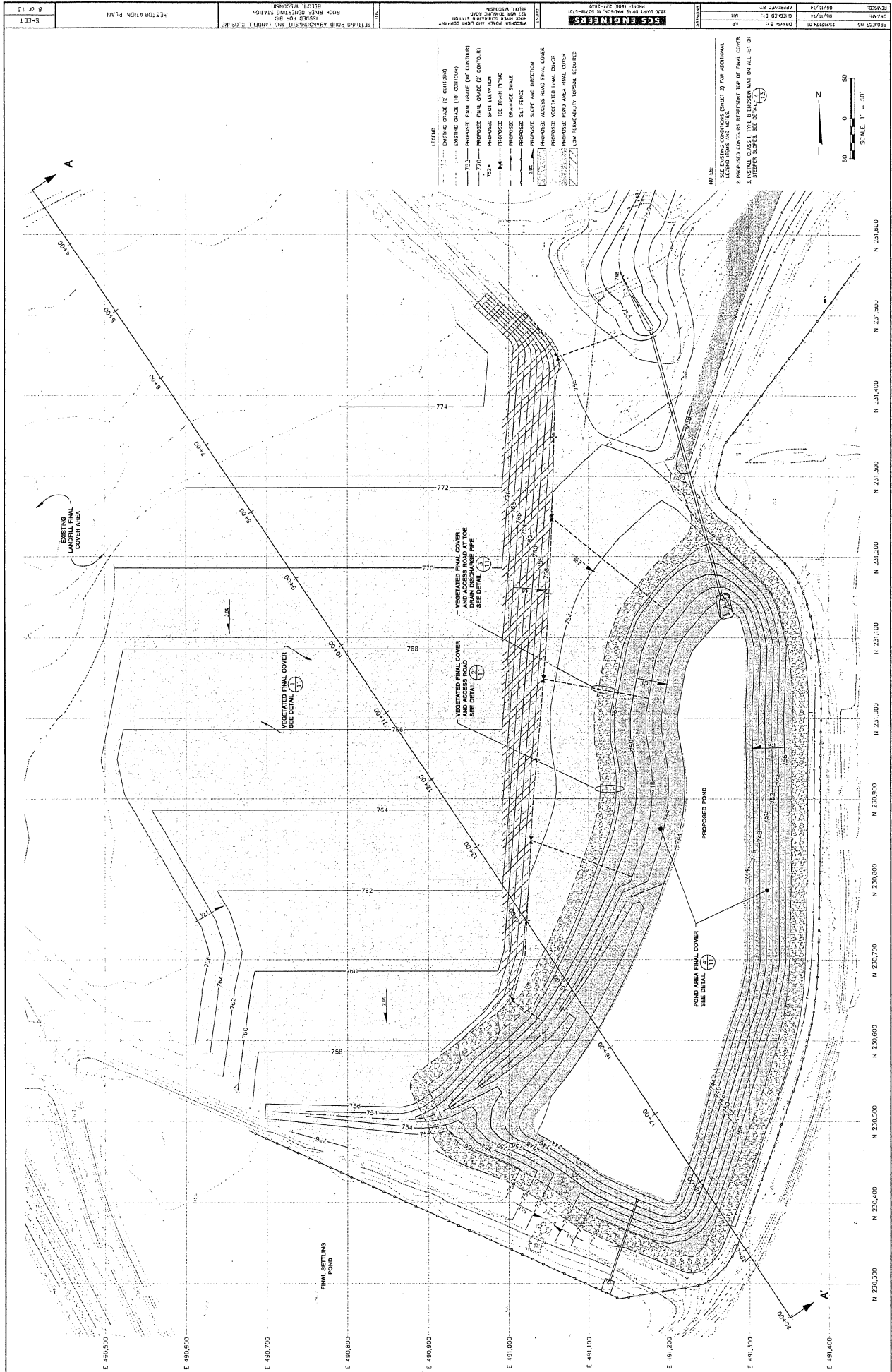


SCS ENGINEERS
 7820 SHANE BROWN CIRCLE, SUITE 100
 PHOENIX, ARIZONA 85044-4000
 PHONE: (602) 724-7830
 FAX: (602) 724-7830

PROJECT NO. 231712-01
 SHEET 2 OF 13
 DATE: 08/17/14
 CHECKED BY: [Signature]
 APPROVED BY: [Signature]

EXISTING CONDITIONS

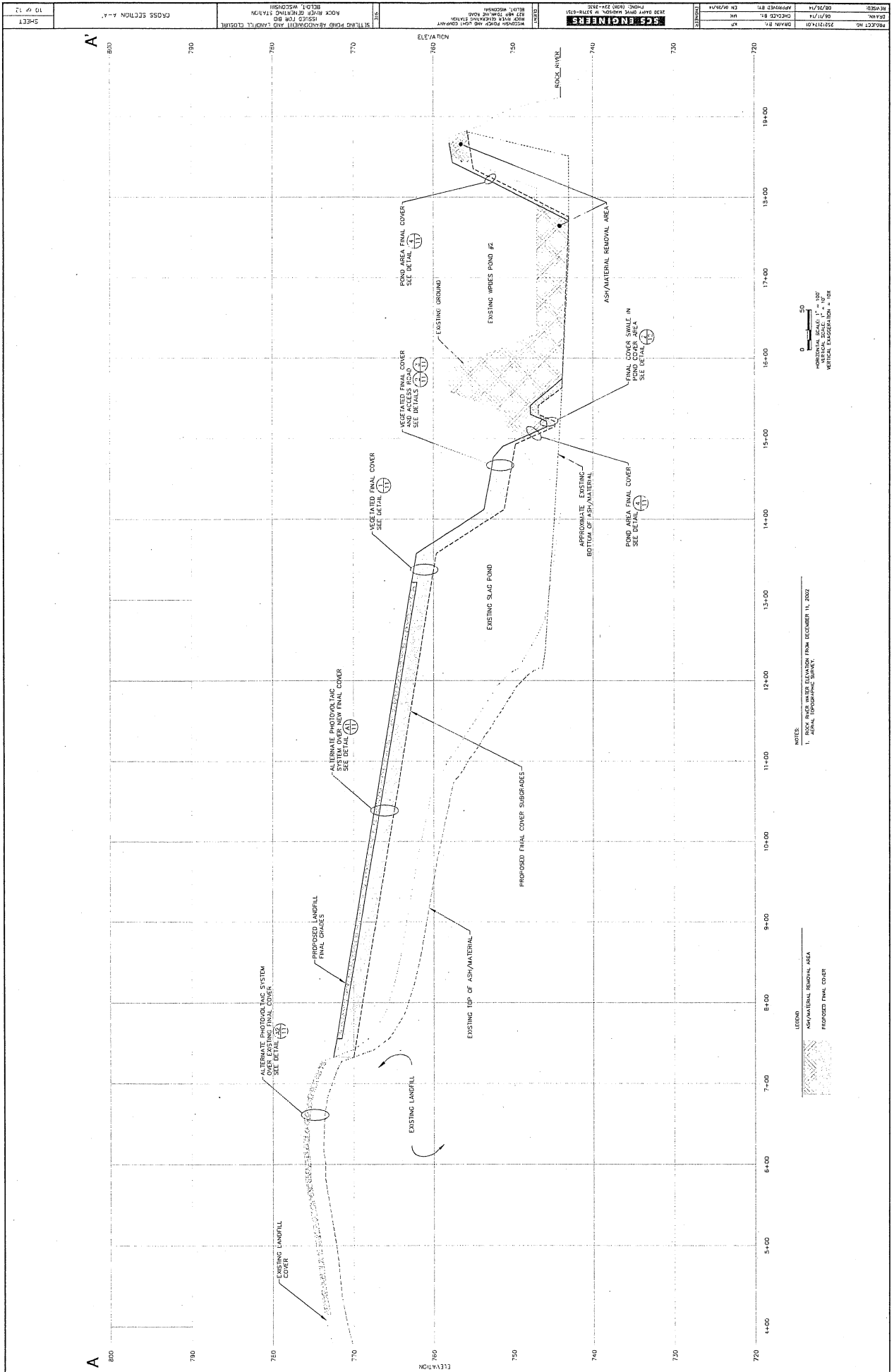




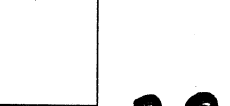
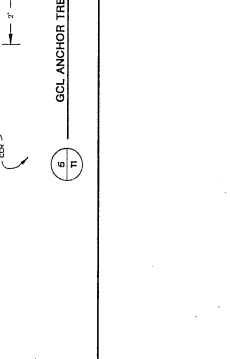
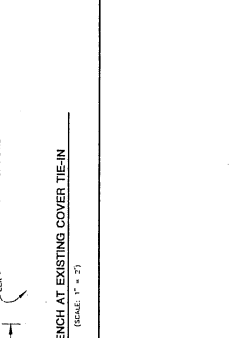
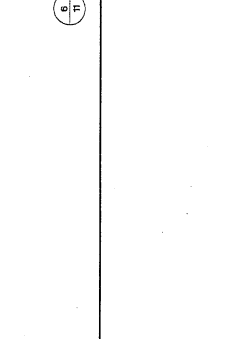
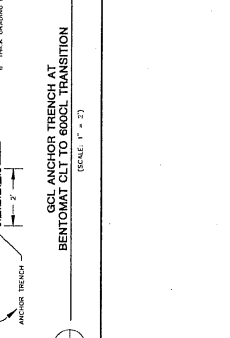
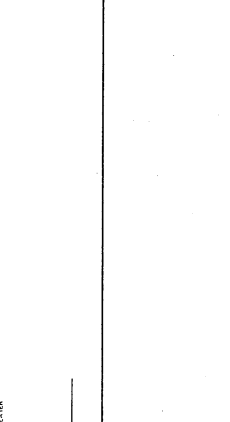
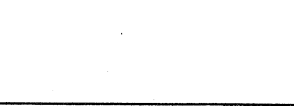
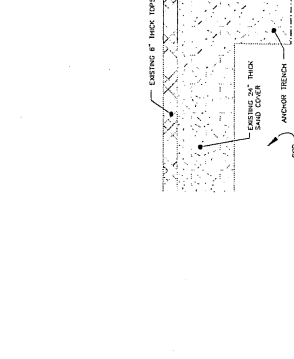
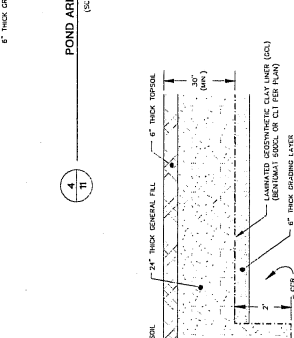
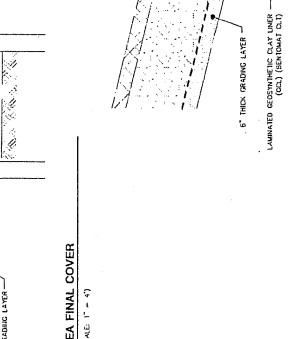
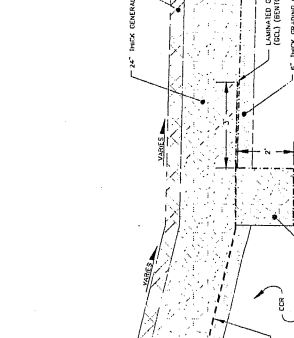
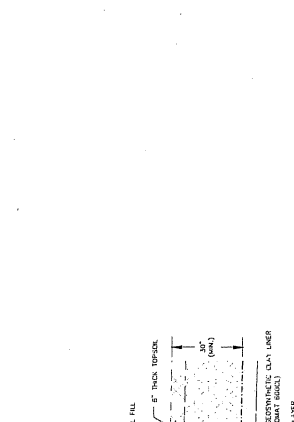
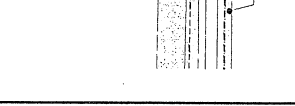
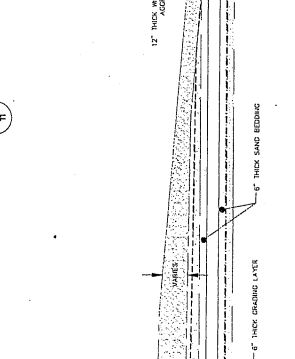
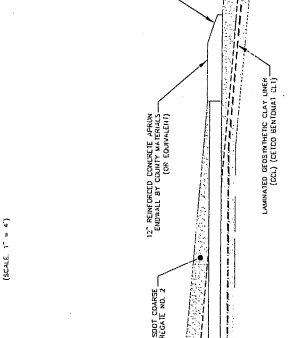
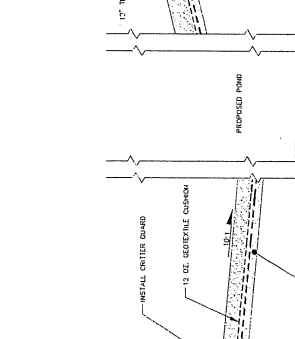
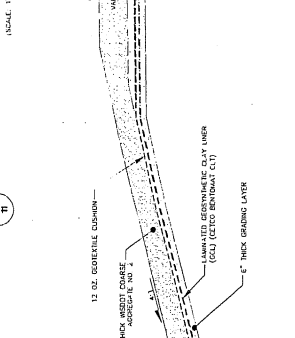
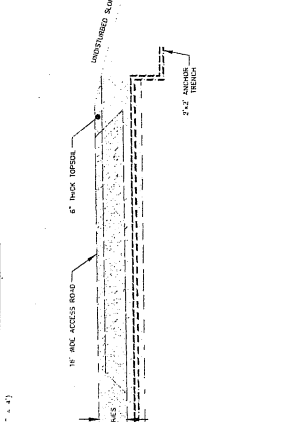
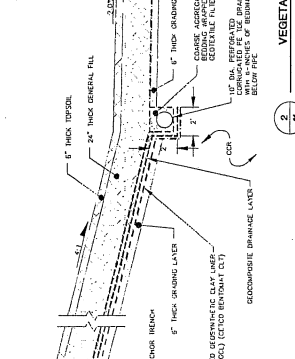
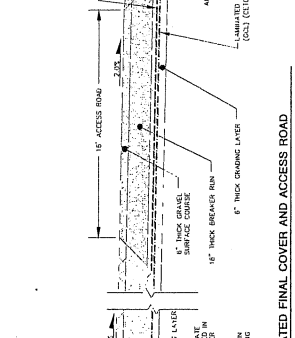
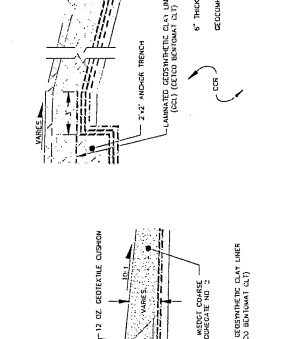
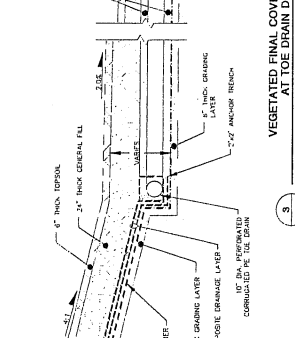
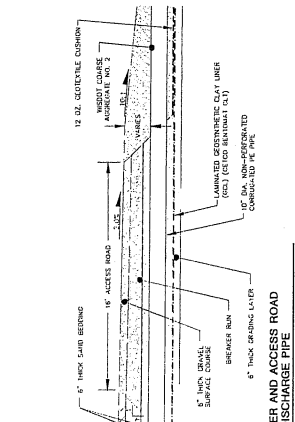
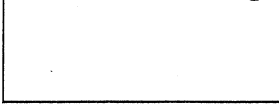
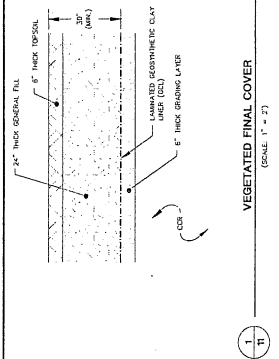
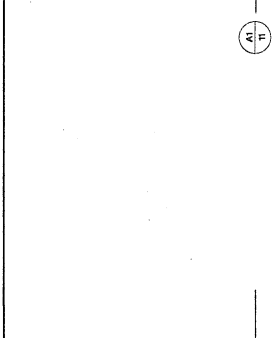
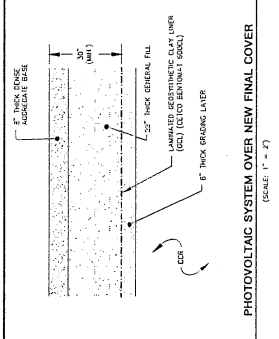
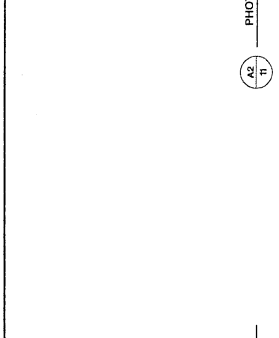
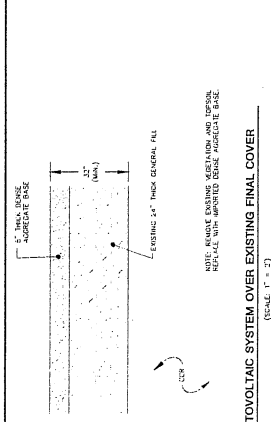
- LEGEND**
- EXISTING GRADE (OF CONTOUR)
 - PROPOSED FINAL GRADE (OF CONTOUR)
 - PROPOSED FINAL GRADE (OF CONTOUR)
 - PROPOSED SPOT ELEVATION
 - PROPOSED 12" DRAIN PIPING
 - PROPOSED DRAINAGE SWALE
 - PROPOSED SILT FENCE
 - PROPOSED SLOPE AND DIRECTION
 - PROPOSED ACCESS ROAD FINAL COVER
 - PROPOSED POND AREA FINAL COVER
 - LOW PERMEABILITY TOPSOIL REQUIRED

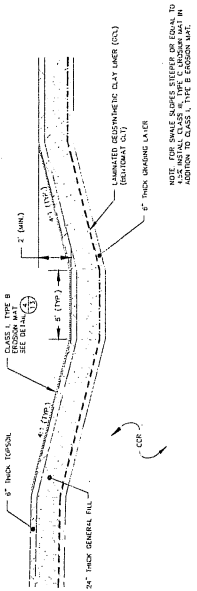
- NOTES**
1. SEE SHEET 2021174 (2) FOR ADDITIONAL NOTES.
 2. PROPOSED CONTIGUOUS REINFORCEMENT TOP OF FINAL COVER.
 3. INSTALL CLASS 1, TYPE B EROSION MAT ON ALL 4:1 OR STEEPER SLOPES. SEE DETAIL (A).





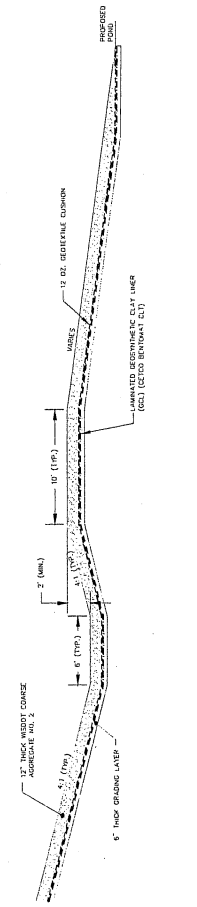
PROJECT NO.	220212-00	DRAWN BY	MB
DATE	02/17/14	CHECKED BY	CM W/M/A
APPROVED BY		DATE	
SCS ENGINEERS			
2202 22ND STREET, SUITE 100, DENVER, CO 80202 PHONE: (303) 724-7425 FAX: (303) 724-7426 WWW.SCSENGINEERS.COM			
DATE	02/17/14	SCALE	AS SHOWN
PROJECT	ST. LOUIS AIRPORT RENOVATION AND LANDFILL DESIGN	DATE	02/17/14
SHEET	CROSS SECTION A-A'	DATE	02/17/14





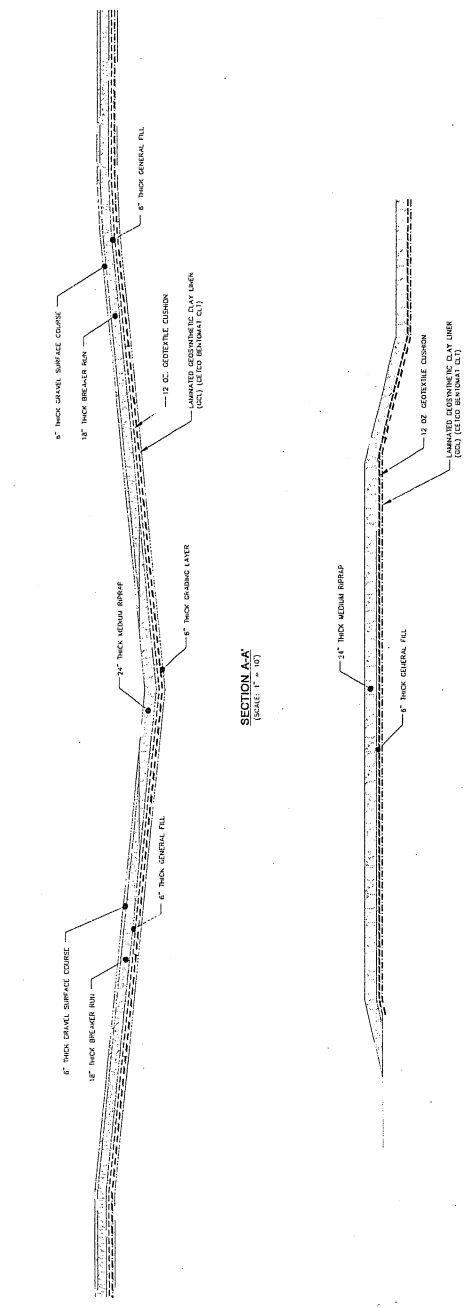
FINAL COVER SWALE IN VEGETATED COVER AREA
SCALE: 1" = 30'

2 12

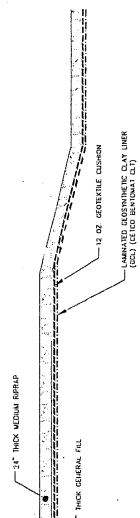


FINAL COVER SWALE IN POND COVER AREA
SCALE: 1" = 30'

1 12



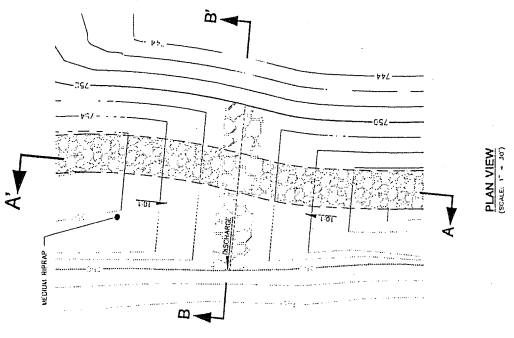
SECTION A-A'
SCALE: 1" = 10'



SECTION B-B'
SCALE: 1" = 10'

EMERGENCY SPILLWAY

3 12



PLAN VIEW
SCALE: 1" = 30'

12 12

COMMITTEE APPROVAL REPORT

Account Number	Account Name	PO#	Inv Date	Vendor Name	Inv/Enc Amt
10-1720-0000-64200	TRAINING EXP	P1502778	08/07/2015	WISCONSIN REAL PROPERTY LISTER	120.00
	Budget	YTD Exp	YTD Enc	Pending	Closing Balance
	600.00	0.00	0.00	120.00	480.00
REAL PROPERTY DESCRIPTION PROG TOTAL				120.00	

I have examined the preceding bills and encumbrances in the total amount of **\$120.00**

Claims covering the items are proper and have been previously funded. These items are to be treated as follows:

- A. Bills and encumbrances over \$10,000 referred to the Finance Committee and County Board.
- B. Bills under \$10,000 to be paid.
- C. Encumbrances under \$10,000 to be paid upon acceptance by the Department Head.

Date: **AUG 27 2015**

Dept Head _____

Committee Chair _____