

**COOPERATIVE AGREEMENT
BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND
WISCONSIN DEPARTMENT OF TRANSPORTATION**

April 2026

PART ONE: Purpose and General Principles

1.1 Statement of purpose

The purpose of this cooperative agreement is to establish the overarching interdepartmental liaison procedures that the Department of Natural Resources (DNR) and the Department of Transportation (DOT) shall utilize to balance responsible environmental stewardship with transportation infrastructure needs. The DNR and DOT recognize that utilizing the tenets of this cooperative agreement will result in broader benefits such as coordinated planning efforts, synchronized reviews and overall gains in government process efficiencies. While the Wisconsin Legislature has charged DNR with the responsibility for protecting and enhancing the State's natural resources and DOT with the responsibility for providing the public with a safe and efficient transportation system, this agreement creates opportunities for agency collaboration for the overall benefit of Wisconsin's citizens. Our dedicated and professional employees have a shared obligation to serve the public interest and therefore agree to collaborate in a timely manner to ensure our missions are considered and our mutual responsibilities are met.

1.2 Statutory authority

- a) Section 30.2022, Wis. Stats., indicates activities that are carried out under the direction and supervision of DOT and are not subject to the prohibitions or permit or approval requirements of certain DNR regulatory authorities so long as the transportation activities are accomplished in accordance with interdepartmental liaison procedures. In instances where there are activities where there are no liaison procedures developed, the DNR transportation program will help facilitate coordination with relevant DOT and DNR business areas.
- b) Section 30.2022, Wis. Stats., does not extend to s. 283.33, Wis. Stats., which establishes DOT's responsibility to apply for, obtain, and adhere to permit coverage requirements under the Transportation Construction General Permit (TCGP) and Transportation Separate Storm Sewer System General Permit (TS4) for storm water discharges under Wisconsin's Pollutant Discharge Elimination System authority (WPDES).

1.3 General principles of the cooperative agreement

- a) It is the intent of this agreement that the primary contacts work cooperatively and in a timely manner, consistent with project scoping, design engineering, construction and maintenance schedules, to provide for environmental protection.
- b) DNR and DOT will maintain close communications to achieve the objectives of this agreement. Interagency collaboration is a priority to ensure that policies and procedures are developed jointly, when feasible, and communicated consistently statewide.

PART TWO: Liaison Procedures for DOT Projects

2.1 Scope and applicability

- a) PART TWO describes the liaison procedures for DOT directed and supervised transportation facilities development process consisting of project scope, design engineering, construction, and maintenance to provide environmental protection at a level equivalent to the protection offered by the pertinent DNR regulatory authorities.
- b) It is the intent that interagency review of transportation projects will result in final concurrence and storm water discharge permit coverage as required for DOT directed and supervised projects.
- c) This agreement applies to activities carried out under the direction and supervision of DOT in connection with highway, bridge, or other transportation project design, construction, reconstruction, maintenance, repair, special projects, harbors, airports, and railroads.
- d) DOT frequently directs and supervises transportation projects for counties, municipalities, and other local government units as part of its statutory responsibilities and therefore these projects are covered by this agreement. It is DOT's responsibility to communicate environmental commitments for these projects to the local government units and ensure they are implemented as agreed upon.
- e) DOT may hire consultants to facilitate scoping, design engineering, and administer construction as part of the facilities development process. These consultants act as representatives for DOT, utilizing the liaison procedures, but the ultimate responsibility and authority for coordination and decision-making with DNR rests with DOT.
- f) DNR and DOT may review certain utility projects under the liaison procedures set forth in this agreement. Only those areas and activities described in DT1553, the Application/Permit – Construct/Operate Utility Facilities on Highway Right-of-Way, and which are directed and supervised by DOT may be covered through the agreement. For any utility work not directed and supervised by DOT, a utility company must contact DNR for the necessary permits and approvals.

- g) Both agencies encourage efforts to resolve interagency conflicts before the formal conflict resolution process begins, or to prevent such conflicts from occurring. If a conflict cannot be resolved by the primary agency contacts in 2.3, either agency may initiate the conflict resolution process described in PART FOUR.

2.2 Inter-Agency Coordination

DNR and DOT region staff shall meet at least semi-annually (spring and fall) to continually improve interagency cooperation. The purpose of these interagency team meetings is to build relationships, provide environmental and transportation-based learning, share corresponding agency updates and discuss high priority projects. These meetings shall also serve to foster engagement with key agency experts. Meeting agendas and minutes will be developed cooperatively by DNR and DOT region staff.

2.3 Agency contacts

- a) The primary agency contacts for purposes of this agreement are DOT Region Environmental Coordinators (RECs), DOT Region Storm Water Erosion Control Engineers (SWECEs), or other DOT environmental staff; and DNR Transportation Liaisons (TLs).
- b) The secondary agency contacts for purposes of this agreement are DOT Project Managers (PMs), DOT Project Leaders (PLs), or delegated representatives, as appropriate.

2.4 Project scoping and design engineering

- a) Generally, project scoping and design engineering ends with the contract letting.
- b) DOT shall request that DNR serve as a Cooperating Agency for federal and state environmental impact statements and environmental assessments, as applicable. DOT shall provide DNR with other notices and documentation, as applicable and upon request.
- c) During project scoping, DOT shall evaluate potential environmental aspects prior to final scope certification. At this phase, DOT may notify DNR of projects with high environmental risk to request early coordination. Otherwise, DOT shall request an initial review letter from DNR following approval to begin preparation for an environmental document for a proposed project. This request should include a completed DNR Project Coordination Request form with a sufficient level of detail about the project's scope of work. The DNR initial review may grant final project concurrence. DNR may delegate concurrence to DOT if projects meet established agreed upon criteria.
- d) DNR shall review proposed transportation facility improvements and make the recommendations necessary to comply with applicable environmental and regulatory requirements. If there are changes to the design of a project as originally reviewed by DNR, DOT will re-coordinate on changes, as appropriate.
- e) DOT shall consider DNR recommendations and requirements incidental to the location, design, construction, and maintenance of facilities. If DOT determines that it is not feasible to implement the DNR recommendations, appropriate department staff shall discuss and

resolve any differences. In such circumstances, both departments shall keep in mind the public interest as well as the specific responsibilities and laws that each agency is mandated to administer and uphold.

- f) DOT shall receive DNR final concurrence, by letter or delegation, and, as applicable, storm water discharge permit coverage and Section 401 Water Quality Certification, prior to project construction. DOT shall not advance to construction until DNR provides final concurrence with the project. In rare circumstances where DNR final concurrence is not achievable prior to construction, the primary agency contacts shall agree to a timeline for achieving final concurrence. Any project that proceeds to construction before final concurrence as described herein is not accomplished in accordance with interdepartmental liaison procedures and the exemption under s. 30.2022, Wis. Stats., does not apply.
- g) DOT shall ensure environmental and design commitments, including all regulated and mutually agreed upon measures, are documented in design and carried out through project completion. Such commitments shall be documented and tracked in a manner mutually agreed upon by both agencies.

2.5 Post award and project construction

- a) Post award and project construction begin with DOT awarding the contract and end with construction final closeout, including termination of coverage under the TCGP, if applicable.
- b) DOT shall monitor the activities of the contractor, and if necessary, take the appropriate corrective action(s) as described in Section 2.7 to ensure that environmental commitments, contract specifications, and regulatory requirements for the project are being met.
- d) Consistent with concepts and procedures outlined within this agreement and with the conditions of TCGP and TS4 permit coverage, it is the intent of each agency to cooperate to the fullest extent to minimize or eliminate construction site erosion and address post construction storm water management on projects directed and supervised by DOT. When discrepancies arise between Chapter TRANS 401, Wis. Adm. Code and the conditions of the TCGP or TS4 permits, the permit conditions take precedence.
- e) DOT and DNR shall review and comment on the contractors' initial and subsequent work schedules and Erosion Control Implementation Plan (ECIP) and all ECIP Amendments to ensure they satisfy DNR's regulatory requirements and DOT's commitment requirements prior to approval by DOT and DNR as applicable.
- f) DOT shall monitor environmental commitments during the ECIP review process to ensure they are carried out effectively during the construction and project completion phases.
- g) DNR shall be afforded the opportunity to review and comment on the ECIP per TRANS 401. Evidence of approval shall be kept in the DOT field office or other appropriate DOT office with a copy provided to the appropriate DNR TL.
- h) DNR shall consider actions taken by a contractor as an action taken by DOT if the contractor's action is consistent with the contract documents, approved initial and

subsequent work schedules and ECIP. If the contractor begins implementation of an ECIP prior to DNR and DOT approvals, then said work is not accomplished in accordance with the interdepartmental liaison procedures established by this agreement and therefore the exemption under s. 30.2022, Wis. Stats., does not apply.

- i) Because there are safety issues associated with an active construction site, the DNR TL or other DNR representative shall make reasonable attempts to notify the DOT PM or their delegated representative of their presence prior to or upon entering the construction site. If contact is made, the DOT PM or their delegated representative and the DNR TL or other DNR representative shall discuss and coordinate any project site access considerations.
- j) When the DNR TL or other DNR representative conducts a site visit, they shall communicate any deficiencies discovered with the PM, SWECE, or REC as soon as possible.

2.6 Transportation facility maintenance

- a) DOT shall coordinate with DNR for routine maintenance projects and activities that have potential to impact environmental resources. Coordination shall be conducted in a manner subject to established procedures agreed upon by both agencies.
- b) DOT shall ensure environmental and design commitments, including all regulated and mutually agreed upon measures, are documented and carried out through project completion. Such commitments shall be documented and tracked in a manner mutually agreed upon by both agencies.
- c) Management of storm water discharges and other storm water facilities shall follow the applicable requirements identified in s. 283.33, Wis. Stats and the TCGP or the TS4 for a permitted storm water management area.

2.7 Construction and maintenance activities requiring corrective action(s)

DNR and DOT agree that the goal is to keep projects in compliance. The agencies will strive to address non-compliance as swiftly and efficiently as possible. Both agencies agree that in order to resolve conflicts at the lowest level possible, the corrective actions, enforcement process, and conflict resolution process may occur concurrently.

- a) Corrective actions are actions that require correction but have not risen to the level of formal non-compliance. Construction and maintenance activities require corrective action when the following situations occur:
 - i. Activities inconsistent with (but not limited to) the environmental commitments, Final Concurrence/Water Quality Certification, TCGP, project plans, contract specifications, special provisions, or state regulatory requirements.
 - ii. Imminent situations in which public health or environmental harm is likely to occur, have occurred, or may worsen unless immediate action is taken.

- b) When a construction or maintenance activity is determined or identified as needing corrective action, the following may need to be implemented to correct the activity:
 - i. DOT may use corrective action tools which include, but are not limited to: written orders, erosion control orders, suspending work until the issue is resolved, contractual remedies, and DOT authorities in accordance with the Standard Specifications for Highway and Structure Construction, as published by DOT, and the contract special provisions.
 - ii. DOT shall implement corrective actions on a timeline commensurate with the severity and urgency of the situation.
 - iii. DNR may provide regulatory and technical support.

2.8 Construction and maintenance activities requiring environmental enforcement

- a) Both agencies shall jointly evaluate the effectiveness of the corrective actions. The agencies may agree to continue with, or implement different, corrective actions in accordance with Section 2.7 above to address non-compliance.
- b) Both agencies may jointly agree that the corrective actions in Section 2.7 above were ineffective and deem the action is non-compliant. The agencies may agree to initiate DNR's stepped enforcement process to address the non-compliance.
 - i. Both agencies agree that the exemptions under Section 30.2022, Wis. Stats., are not applicable to the non-compliance.
 - ii. DNR and DOT shall establish an agreed upon template that identifies that the DOT contractor is operating outside the interagency liaison procedures prior to any enforcement action being taken by the DNR. This includes a Notice of Noncompliance (NON), Notice of Violation (NOV), Notice of Claim (NOC), citations, orders, or referral to the Wisconsin Department of Justice.
 - iii. The written agreement shall be drafted by the DNR TL, in consultation with the DOT REC or SWECE, and provided to their respective Supervisors, who will then secure signatures from the DNR Environmental Analysis and Sustainability (EA) Bureau Director, the DOT Regional Director and DOT Technical Services Bureau Director.
 - iv. The execution of this agreement acknowledges DOT's commitment to support DNR's Stepped Enforcement process, along with its policies and procedures.
- c) DNR and DOT may utilize the conflict resolution process under Part Four, which may ultimately lead to a DNR enforcement decision made in accordance with Section 30.2022(3), Wis. Stats. in the following instances:
 - i. Once DOT has been afforded the opportunity to take corrective actions at the field level, or conflict resolution in Part Four has been invoked, and the need for

correction still exists, the action is considered non-compliant. DNR may issue a Notice of Non-Compliance (NON) to DOT, officially beginning the DNR Stepped Enforcement Process. Once the NON is issued, DOT is no longer qualified for the exemptions in s. 30.2022, Wis. Stats.

- ii. If DOT did not engage in interdepartmental liaison procedures with DNR in accordance with s. 30.2022(2), Wis. Stats., prior to the action resulting in non-compliance, DOT will not qualify for the exemptions under s. 30.2022 (1p), Wis. Stats.
- iii. If DOT partially engaged in coordination with DNR in accordance with s. 30.2022(2), Wis. Stats., prior to the action resulting in a violation, DOT may no longer qualify the exemptions under s. 30.2022(1p), Wis. Stats.

2.9 Emergency events

- a) Emergency events may necessitate abbreviated interdepartmental liaison procedures. Emergency situations are immediate threats to public health or safety, or immediate threats to property, including natural resources. DOT shall make all efforts to give as much advanced notice as possible. Repair work may start as soon as possible, with the environmental reviews occurring concurrently or afterward. In emergency situations, DNR shall submit its recommendations concerning the project to DOT on an expedited basis. Coordination shall be conducted in a manner subject to established procedures agreed to by both agencies.
- b) DOT will obtain the appropriate DNR approvals or permits in accordance with regular interdepartmental liaison procedures as soon as practicable.

PART THREE: Statewide Policy and Planning

3.1 Development of statewide policy relative to execution of this agreement

- a) Each agency is responsible for the centralized development and regional distribution of statewide policy related to execution of this agreement. The intent of this section is to cooperatively involve both agencies in the development of policy that affects the implementation of this agreement. Funding and programming decisions are under the sole purview of the individual agency and are not subject to this agreement.
- b) Each agency shall assign one person to be the agency's primary point of contact. The DOT primary point of contact for policy development is the Section Chief of the Bureau of Technical Services – Environmental Services Section and the DNR primary point of contact is the Environmental Analysis Bureau's Transportation Policy Coordinator.
- c) The primary points of contact shall establish at least semi-annual meetings to coordinate efforts to address policy issues raised by staff in either agency.

- d) Policy efforts under this agreement shall be established by the agency point of contact through a written agreement with established goals and deliverables, boundaries, agency participants and sponsors, and deadlines for comments and timely completion. Final policy agreements shall be carried through and implemented statewide by all regions and reflected through updating all relevant manuals to ensure consistent statewide implementation.
- e) DOT and DNR personnel shall hold an annual meeting to share policy changes, process updates, program discussion, environmental and transportation-based learning, promote consistency, collaboration, and an overall spirit of cooperation and partnership.

3.2 Agency planning

- a) Each agency shall look for opportunities to notify the other of planning actions that may impact transportation planning or a transportation facility. Similarly, each agency shall look for opportunities to notify the other of actions that may impact how the agencies coordinate under this agreement to address natural resources and corresponding public interests.
- b) The primary DOT point of contact for planning actions is the Section Chief of the Bureau of Technical Services – Environmental Process and Documentation Section and the DNR primary point of contact is the Environmental Analysis Bureau’s Transportation Policy Coordinator.
- c) The primary points of contact shall establish at least semi-annual meetings to coordinate efforts to share planning information, discuss concerns, and identify next steps.

3.3 Training

- a) Each agency shall familiarize staff with the terms and conditions of the Cooperative Agreement and how the Agreement applies to applicable divisions, or sections within the respective agencies.
- b) Each agency shall identify appropriate technical training for their staff. The agencies shall strive to collaborate on development of relevant technical training and provide opportunities to participate in agency-sponsored training.
- c) DOT shall explore options to incorporate and provide opportunities for DNR to participate in DOT-sponsored safety training.

PART FOUR: Conflict Resolution

It is the intent of this agreement that conflicts between the DNR and DOT are resolved in a timely manner, while considering project timing needs, effective environmental protection, maintaining working relationships, and to avoid immediate escalation to higher management levels until identified by this conflict resolution process.

4.1 DNR and DOT Environmental Field Staff (TL and REC/SWECE): If either DNR or DOT determines there is a conflict that cannot be resolved between the agencies at a field staff level, then DNR and/or DOT environmental field staff may invoke this conflict resolution process by:

- a) Jointly or independently preparing a written summary (after consultation with their respective supervisors) of the issues and remaining points of conflict; and
- b) Delivering the written summary to their respective supervisors.

4.2 Supervisors: As soon as possible, but no longer than 14 (fourteen) calendar days, the DNR Environmental Analysis & Review Bureau (EA) and DOT Technical Services Section (TSS) supervisors shall engage in the following:

- a) The supervisors shall meet with their respective staff to discuss the conflict.
- b) DOT and DNR supervisors shall meet to make a joint decision based on science, law, engineering, construction standards, and reasonableness. The field staff shall be involved in meeting(s) to discuss the conflict, as identified with their respective supervisors.
- c) If the conflict is resolved, the supervisors shall jointly prepare written “close out” documentation, articulating the decision, what factors were considered, and how the decision was finalized. The close-out documentation will be provided to the Bureau Directors and environmental field staff.
- d) If close out documentation is not attainable and the supervisors agree that the conflict is to remain solely within the conflict resolution process, then the supervisors shall jointly prepare a written summary of the issues, the remaining points of conflict, and identify the need to move onto the next level of this conflict resolution process. The written summaries shall be delivered to the DNR EA Bureau Director, DNR Secretary’s Director, DOT Regional Director, and DOT Technical Services Bureau Director.

4.3 Directors: As soon as possible, but no longer than 14 (fourteen) calendar days, the DNR EA Bureau Director, DNR Secretary’s Director, the DOT Regional Director, and the DOT Technical Services Bureau Director shall engage in the following:

- a) The directors shall meet with field staff to discuss the conflict.
- b) The directors shall meet to make a joint decision based on science, law, engineering, construction standards, and reasonableness.
- c) If the conflict is resolved, the directors shall jointly prepare written “close out” documentation, articulating the decision, what factors were considered, and how the

decision was finalized. This close out documentation shall be provided to administrators, supervisors, and field staff.

- d) If close out documentation is not attainable and the directors agree that the conflict is to remain solely within the conflict resolution process, then the directors shall jointly prepare a written summary of the issues, the remaining points of conflict, and identify the need to move onto the next level of this conflict resolution process. The written summary shall be delivered to the appropriate Division Administrator(s) in their respective agencies.

4.4 Administrators: As soon as possible, but no longer than 14 (fourteen) calendar days, the DNR and DOT Administrators, and up to two (2) additional representatives from each agency, shall engage in the following:

- a) The administrators shall meet and make a joint decision based on science, law, engineering, construction standards, and reasonableness.
- b) Agree on timing of a decision based upon the administrators' reasonable discretion.
- c) If the conflict is resolved, the administrators shall jointly prepare written "close out" documentation articulating what factors were considered, and how the decision was finalized. It is highly encouraged that the Administrators provide this documentation to the directors, supervisors, and field staff.
- d) If close out documentation is not attainable and the administrators agree that the conflict is to remain solely within the conflict resolution process, then the administrators shall jointly prepare a written summary of the issues, the remaining points of conflict, and identify the need to move onto the next level of this conflict resolution process. The written summary shall be delivered to the Secretaries in their respective agencies.

4.5 Secretaries: The DNR and DOT secretaries shall meet to resolve the conflict within 21 calendar days, unless extended by mutual agreement of the secretaries.

- a) The secretaries may appoint, at any time, a mutually acceptable mediator to assist in resolving the conflict.
- b) If the secretaries decide to secure a mediator, the mediator will have no authority to impose a settlement on either agency.
- c) The cost, if any, of the mediator will be shared equally between the agencies.
- d) The secretaries shall either agree on a specific solution to the conflict or agree that the issues will be resolved through alternative means or processes.

PART FIVE: Amendments, Attachments, Review and Signature

5.1 Amendments and attachments to this agreement

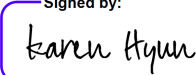
- a) This agreement may be amended by any document that expressly states that it amends the agreement and is executed by the secretaries of DNR and DOT. Both agencies shall include the most recent version of this agreement on their website. DOT shall maintain hyperlinks to their website pointing to this agreement in its Facilities Development Manual. Both agencies shall also maintain copies of all amendments to the agreement per the conditions included in their agency's Records Retention and Disposition Authorization.
- b) This agreement includes a series of topical attachments that are necessary to further establish principles, practices, requirements, and processes that the agencies have agreed are necessary to ensure respective missions are upheld. These attachments may be subject to change at a greater frequency than this agreement without affecting the execution date of this agreement and are incorporated by reference. All attachments may be found on DNR and DOT websites.

5.2 Review of this agreement

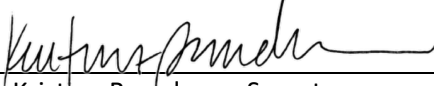
Both agencies agree to maintain a relevant and accurate agreement that is mutually beneficial to each agency to fulfill the statement of purpose under Section 1.1. DOT and DNR commit to meeting in person to cooperatively evaluate this agreement a minimum of every 5 (five) years to determine aspects requiring update, correct provisions, and amend agreement language as needed.

5.3 Signatures

This agreement supersedes the June 2020 Cooperative Agreement and shall remain in effect until amended or rescinded by the mutual concurrence of the secretaries of DNR and DOT.

Signed by:

AF540C01A14C42A...
Karen Hyun, Ph.D., Secretary
Wisconsin Department of Natural Resources

5/4/2026 | 8:54 AM CDT
Date


Kristina Boardman, Secretary
Wisconsin Department of Transportation

April 29, 2026
Date