



REVISED
AGENDA
NATURAL RESOURCES COMMITTEE
REGULAR MEETING
THURSDAY, FEBRUARY 2, 2023 – 9:00 AM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

The public can access the meeting by viewing the live stream at the link which will be opened five minutes before the call to order:

[Natural Resources Committee Live Stream](#)

The public can submit comments here: [Public Comment Form](#)

[Public Comment Policy](#) & [Instructions for Submitting Public Comments Online](#)

1. CALL TO ORDER

Roll Call

2. PROPER NOTICE

3. PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS

4. APPROVAL OF MINUTES

- a. January 5, 2023

5. UNIVERSITY EXTENSION OFFICE

a. Management/Financial/Informational Reports

- 1. UW-Madison Division of Extension Ozaukee County Written & Financial Reports

6. REGISTER OF DEEDS/LAND INFORMATION

a. Management/Financial/Informational Reports

- 1. Register of Deeds Reports

7. LAND AND WATER MANAGEMENT DEPARTMENT

a. Action Items:

- 1. Ordinance: Amending Section 9.024 (7) of the Ozaukee County Code of Ordinances - Sanitary Permit Fees (*postponed from January 5 meeting*)

2. Carryover of 2022 Funds - Land & Water Management

b. Management/Financial/Informational Reports

- 1. Land & Water Management Reports*
- 2. Soil Health Workshop*

8. PLANNING AND PARKS DEPARTMENT

a. Action Items:

- 1. Increase of Revenue Budget Amendment for a U.S. Forest Service Great Lakes Restoration Initiative - Cooperative Weed Management Areas Grant through the Southeastern Wisconsin Invasive Species Consortium, Inc. / Ulao Creek Partnership, Inc. for Invasive Species Management in Ulao Creek Nature Preserve County Park
- 2. Submittal and Acceptance of a National Fish and Wildlife Foundation Sustain Our Great Lakes Grant for Groundwater Investigation and Stormwater Wetland Improvements at Virmond County Park
- 3. Submittal and Acceptance of a National Fish and Wildlife Foundation Sustain Our Great Lakes Grant for Invasive Vegetation Management in the Ozaukee County Park System

4. Submittal and Acceptance of a U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Fish and Wildlife Management Assistance Grant for Acquiring and Restoring (or portions of) Parcel ID(s): (110500506003, 110500504001, 110500510001, 110500502000) Along County Highway Trunk W and the Milwaukee River in the Village of Saukville for Floodplain and Wetland Restoration per §§ 59.52(6)(a) AND 27.065(1)(a) Wisconsin Statutes as Part of the County Highway Trunk W Road Reconstruction and Restoration Project
5. Resolution: Ozaukee Washington Land Trust Held Conservation Easement For Clay Bluffs Cedar Gorge Nature Preserve In The Ozaukee County Park System
6. Bids and Contract for Professional Concessionaire / Restaurant Services at Hawthorne Hills and Mee-Kwon County Park Golf Courses
7. 2022 Golf Course Operations Year in Review Summary and Recommended 2023 Golf Course Fees/Rates and Programs
8. Carryover of 2022 Funds - Planning & Parks

b. Discussion Items:

1. Update on Hawthorne Hills County Park Multipurpose Maintenance Building Construction
2. Update on Planning and Parks Department Capital Projects and Ecological Division Grant Projects

c. Management/Financial/Informational Reports

1. Planning & Parks Management and Financial Reports

9. NEXT MEETING DATE

March 2, 2023

10. ADJOURNMENT

* FSA Committee Member Items

A quorum of members of committees or the full County Board of Ozaukee County may be in attendance at this meeting for purposes related to committee or board duties, however, no formal action will be taken by these committees or the board at this meeting.

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk's Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	February 2, 2023
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Karen Niemuth

Agenda Summary January 5, 2023

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/ 01052023-3189>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/01052023-3189)

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: February 2, 2023
DEPARTMENT: UW Extension
DIRECTOR: Cindy Sarkady
PREPARER: Claudia Breitengross

Agenda Summary UW-Madison Division of Extension Ozaukee County Written & Financial Reports

ATTACHMENTS:

- January 2023 Report(PDF)
- UW Financials 2.2023 (PDF)



January 2023 Report

4-H Youth Development

Jayna Hintz, 4-H Program Educator



Positive Youth Development prepares the youth of today to become the effective, empathetic adults of tomorrow. Our research-based youth enrichment programs like teens in governance build youth and adult capacity and partnerships that help both sides grow. 4-H clubs, camps and after-school programs give young people the hands-on experiences they need to develop an understanding of themselves and the world.

4-H Program Highlights

- Guidance and support for youth and adult volunteers, helping them plan summer outpost camp. Through this work, youth and volunteers gain life skills related to project management, planning and working with the community.
- Three Annual Leader Trainings for 4-H volunteers, where participants are trained on leading a book read in their clubs on the book "Sparks: How Parents Can help Ignite the Hidden Strengths of Teenagers". This effort is designed to help volunteers understand what sparks are, how we can ignite them to help youth find direction and purpose, and that they are an essential ingredient in the 4-H Thriving model.
- Development of a refresher course for 4-H volunteers chaperoning youth where participants learn youth mental health first aid to understand adolescent development, common youth mental health issues, and learn appropriate strategies to intercede in both crisis and non-crisis situations.
- Project management of the development for the Grow Green training, to be implemented in September of 2023, that will support and provide resources for new 4-H volunteers enabling them to identify the mission and philosophies of 4-H and its ties to UW-Madison and to understand and share common goals, connections, and language of 4-H youth development.



January 2023 Report

Agriculture

Regional Agriculture Educators



If it happens on a farm or in a field, the Extension Institute of Agriculture works with you to achieve better results. Our innovative dairy management programs range from genetics to farm and business management. Extension researchers work hand-in-hand with row crop, forage and fresh produce growers to provide best practices for every aspect of the growing phase. We also advise communities on using sustainable practices to create inviting spaces free from invasive species

Agriculture Highlights

- **Crops and Soils:** Vacant, Area Crops and Soils Agent
 - Position is vacant currently with Mike's retirement in December 2022.
- **Dairy:** Tina Kohlman, Dairy Agent
 - Development and planning for in-person CAFO (Confined Animal Feeding Operations) Update Meeting series for WPDES (WI Pollutant Discharge Elimination System) permitted farms, crop and dairy managers, agriculture engineers, crop consultants, agronomists, professional and on-farm nutrient applicators, government agency personnel, and other interested individuals in collaboration with WI DNR (Department of Natural Resources). The goal of this effort is to discuss and teach individuals to protect ground and surface water and dairy farm sustainability through dairy management and feeding efficiency; manure storing and handling; and nutrient management utilizing the latest research and regulatory updates to improve farm business viability and environmental sustainability.
 - A dairy forage nutrition and management meeting for dairy owners/operators, managers, employees, and agribusiness professionals where they learned about forage handling and storage management, return on investments of forage production inputs, and reducing greenhouse gas emissions from dairy cows to increase farm business viability, environmental sustainability, and food safety.
 - A presentation for dairy owners/operators, managers, employees, and agribusiness professionals where they learned feeding strategies to increase feed efficiency and reduce greenhouse gas emissions from the cow to increase farm business viability and environmental sustainability.



January 2023 Report

What's Next/Upcoming Events

- **February 2, 2023**
 - Extension / 4-H Youth Advisory Council Meeting, 6:00 pm., Ozaukee County Admin Building, Port Washington
- **February 4, 2023**
 - 4-H Pinewood Derby – Build Day, 10:00 am., Ozaukee County Fairgrounds, Pavilion
- **February 7, 21, 2023**
 - [Badger Dairy Insight](#), 1:00 pm., Virtual Session
- **February 7, 28, 2023**
 - [Nutrient Management Training for Farmers](#), 10:00 am., Virtual session
- **February 8, 21, 2023**
 - [4-H Adult VIP Training](#), 6:30 pm, Virtual Session
 - 4-H Spring Educational Funding Support application deadline
- **February 8, 15, 22, 2023**
 - [WI Horticulture Education Webinars](#), Noon, Topics vary – see webpage
- **February 9, 2023**
 - 4-H Project Leader Orientation, 6:00 pm., Ozaukee County Admin Building, Port Washington
- **February 11, 2023**
 - 4-H Pinewood Derby – Physics Day, 10:00 am., Ozaukee County Fairgrounds, Pavilion
- **February 12, 2023**
 - 4-H Pinewood Derby – Race Day, Noon, Ozaukee County Fairgrounds, Pavilion
- **February 14, 28, 2023**
 - [4-H Harbinger Newsletter](#) published
- **February 16, 2023**
 - 4-H Leaders Association Board Meeting, 6:00 pm., Ozaukee County Admin Building, Port Washington
- **February 18, 2023**
 - 4-H Dance, 6:30 pm., Ozaukee County Fairgrounds, Pavilion
- **February 22, 2023**
 - 4-H Spring Educational Funding Support Interviews, 6:00 pm., Ozaukee County Admin Building, Port Washington
- **March 1, 2023**
 - [4-H Tri-County Visual Arts Festival](#) – Entry deadline



Extension

UNIVERSITY OF WISCONSIN-MADISON
OZAUKEE COUNTY

5.a.1.a

January 2023 Report

In Other News

- **Private Pesticide Applicator - 2023 Certification News:** Pesticide Application Training (PAT) and Certification for private pesticide applicators has been updated. An [overview of changes](#) can be found on the [University of Wisconsin PAT Program website](#). If you need to be certified or recertified, please be aware that county offices will no longer be sending you a letter alerting you of when your certification expires. Search the [database](#) for expiration. Options and flexibility are now available for training and testing. Reference [PAT website](#) or contact your [local Extension Office](#) for more information.

We teach, learn, lead and serve, connecting people with the University of Wisconsin, and engaging with them in transforming lives and communities.

UW-Madison Division of
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Extension

UNIVERSITY OF WISCONSIN-MADISON
OZAUKEE COUNTY



Cindy Sarkady
Area Extension Director



Jayna Hintz
4-H Program Educator



Vacant
*Community
Development Educator*



Vacant
*Crops & Soils
Agent*



Tina Kohlman
Dairy Agent

Attachment: January 2023 Report (UW-Madison Division of Extension Ozaukee County Written & Financial Reports)

Ozaukee County Committee Report

General Fund University of Wisconsin Extension

For the Twelve Months Ending Saturday, December 31, 2022

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$1,945	\$3,890	\$1,945	50.00%
Public Charges for Services	-	\$7,392	\$7,980	\$588	92.63%
Total Revenues	-	\$9,337	\$11,870	\$2,533	78.66%
Expenditures					
Salaries	\$4,806	\$58,707	\$67,293	\$8,586	87.24%
Fringe Benefits	\$572	\$7,049	\$9,522	\$2,473	74.03%
Travel/Training	\$79	\$3,928	\$14,788	\$10,860	26.56%
Supplies	\$773	\$10,942	\$17,940	\$6,998	60.99%
Purchased Services	\$77	\$89,574	\$117,499	\$27,925	76.23%
Interdepartment Charges	\$1,682	\$19,945	\$22,260	\$2,315	89.60%
Other Expenses	-	\$412	\$743	\$331	55.45%
Total Operating Expenditures	\$7,989	\$190,557	\$250,045	\$59,488	76.21%
Capital Outlay					
Total Expenditures	\$7,989	\$190,557	\$250,045	\$59,488	76.21%
Net Increase (Decrease)	(\$7,989)	(\$181,220)	(\$238,175)	(\$56,955)	76.09%

Equity:

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	February 2, 2023
DEPARTMENT:	Register of Deeds
DIRECTOR:	Ron Voigt
PREPARER:	Ron Voigt

Agenda Summary Register of Deeds Reports

ATTACHMENTS:

- January Department Report (PDF)
- ROD Financials (PDF)
- Land Information Financials (PDF)



Register of Deeds Land Information

January 2023 Department Report

Register of Deeds Office: We recorded 852 documents in December, compared to 1540 the year before. We have recorded 13,808 documents this year compared to 21,736 for last year. 77.12% of the documents this month were recorded as a digital record and for the year is was 76.49%, last year it was 72.70%. For the most part this office had a decline is recorded documents monthly from a high of 1427 in January. We had a profit of \$35,176 for December and \$662,596 for the year for 122.08% of Budget.

Land Information Office: This office ran a deficit of \$4,318 for December, but had a profit of \$76,075 for the year. Being that this is a enterprise fund this gives this office a surplus going into 2023.

Ozaukee County Committee Report

General Fund Register of Deeds

For the Twelve Months Ending Saturday, December 31, 2022

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$62,106	\$1,055,184	\$970,000	(\$85,184)	108.78%
Total Revenues	\$62,106	\$1,055,184	\$970,000	(\$85,184)	108.78%
Expenditures					
Salaries	\$16,909	\$209,811	\$205,004	(\$4,807)	102.34%
Fringe Benefits	\$2,378	\$87,704	\$77,430	(\$10,274)	113.27%
Travel/Training	(\$1,063)	\$1,151	\$2,400	\$1,249	47.96%
Supplies	\$40	\$1,076	\$1,125	\$49	95.64%
Purchased Services	\$5,848	\$58,265	\$103,200	\$44,935	56.46%
Interdepartment Charges	\$2,768	\$34,531	\$38,092	\$3,561	90.65%
Other Expenses	\$50	\$50	-	(\$50)	0.00%
Total Operating Expenditures	\$26,930	\$392,588	\$427,251	\$34,663	91.89%
Capital Outlay					
Total Expenditures	\$26,930	\$392,588	\$427,251	\$34,663	91.89%
Net Increase (Decrease)	\$35,176	\$662,596	\$542,749	(\$119,847)	122.08%

Equity:

Ozaukee County Committee Report

Special Revenue Fund Land Information

For the Twelve Months Ending Saturday, December 31, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$2,394	\$28,722	\$28,722	-	100.00%
Intergovernmental Revenues	-	\$1,000	\$52,200	\$51,200	1.92%
Public Charges for Services	\$6,762	\$195,878	\$140,000	(\$55,878)	139.91%
Total Revenues	\$9,156	\$225,600	\$220,922	(\$4,678)	102.12%
Expenditures					
Salaries	\$4,406	\$56,586	\$120,225	\$63,639	47.07%
Fringe Benefits	\$632	\$20,223	\$45,828	\$25,605	44.13%
Travel/Training	-	\$1,230	\$9,000	\$7,770	13.67%
Supplies	-	\$11,000	\$15,400	\$4,400	71.43%
Purchased Services	\$8,050	\$55,239	\$25,000	(\$30,239)	220.96%
Interdepartment Charges	\$386	\$4,710	\$4,931	\$221	95.52%
Other Expenses	-	\$537	\$537	-	100.00%
Total Operating Expenditures	\$13,474	\$149,525	\$220,921	\$71,396	67.68%
Capital Outlay					
Total Expenditures	\$13,474	\$149,525	\$220,921	\$71,396	67.68%
					7607500
Net Increase (Decrease)	(\$4,318)	\$76,075	\$1	(\$76,074)	.00%
<i>Equity:</i>					
Governmental Fund Balance	-	\$75,223	-	(\$75,223)	0.00%

ORDINANCE NO. (ID # 9072)

AMENDING SECTION 9.024 (7) OF THE OZAUKEE COUNTY CODE OF ORDINANCES -
SANITARY PERMIT FEES

An Ordinance amending Section 9.024 (7) of the Ozaukee County Code of Ordinances pertaining to Sanitary Permit, License, and Fees

The County Board of Supervisors of the County of Ozaukee does ordain that Section 9.024 (7) of the Ozaukee County Code of Ordinances be amended as follows:

9.024 Sanitary Permit, License, and Fees

(7) Fees.

Unless otherwise indicated, all fees are non-refundable. In order to be eligible for a refund of fees, the applicant must submit to this department, a written request to withdraw their Application, within two (2) business days of receipt.

(a) Sanitary Permit Application Fees (Includes State Groundwater Surcharge)

- | | |
|---|--|
| 1. Conventional Gravity Systems | |
| a. Gravity Feed Conventional | \$475.00 600.00 |
| b. Pump/Siphon Conventional w/ Passive Pretreatment | \$475.00 725.00 |
| c. At-Grade | \$725.00 |
| d. Mound w/ Passive Pretreatment | \$850.00 |
| 2. In-Ground Pressurized Systems (At-Grade / IGP / Mound) | \$625.00 |
| a. Pressurized Systems | \$1000.00 |
| b. Pressurized Systems (With Pretreatment) | \$1125.00 |
| 3. At-Grade | \$725.00 |
| 4. Mound | \$725.00 |
| 5 3. Holding Tank | \$725.00 1000.00 |
| 6 4. Large Scale POWTS, Per 100 Gallons of Design Rate (>3000GPD) | \$125.00 60.00 |
| 7 5. Privy Non-Plumbing Systems | \$345.00 460.00 |
| 8 6. Septic Tank/Pump Chamber Addition / Replacement (Includes Effluent Filter) | |
| | 50% of the Sanitary Permit
Fee for that system or
\$300.00, whichever is less.
\$500.00 |
| 9. Repair to POWTS and/or associated tank(s) | \$300.00 |
| 10. Installation of an additional Treatment Tank only | \$300.00 |

7. Pretreatment Unit (addition to existing system)	\$225.00
8. Effluent Filter (addition to existing system)	\$120.00
(b) POWTS Plan Review Fees	
1. Conventional System	\$250.00
2. In-Ground Pressure	\$250.00
3. At Grade	\$250.00
4. Mound	\$250.00
5. Holding Tank	\$90.00
6. Plan Revision	\$75.00 \$85.00
7. Miscellaneous Review	\$80.00
(c) Reconnection County Sanitary Permit Application Fees	\$200.00
1. Sanitary Permit Renewal	\$110.00
2. Permit Transfer to New Owner	\$110.00
3. POWTS Repair	\$200.00
4. POWTS Reconnection	\$200.00
5. POWTS Abandonment	\$100.00
(d) POWTS Abandonment Service Fees	\$100.00
1. Return/Premise Inspection	
a. First	\$35.00
b. Second and Subsequent	\$70.00
2. On-Site Soil Evaluation and Verification	
a. Subdivision (per proposed lot)	\$150.00
b. Individual Property	\$200.00
3. POWTS Evaluation/Certification	\$100.00
4. POWTS Dye Test	\$200.00
5. One-time Electronic Reporting Service Fee	
a. POWTS Holding Components	\$90.00
b. All Other POWTS	\$45.00
(e) Transfer of Sanitary Permit POWTS Administration Fees	\$50.00
1. Appeal (proceeding under Section 9.011(3)(a))	\$275.00
2. Sanitary Ordinance Amendment Request	\$375.00
3. Wisconsin Fund Application Fee (if the application is denied by state review, \$75.00 will be refunded to the applicant)	\$150.00
(f) First Return/Premise Inspection	\$35.00

Second and Subsequent Return/Premise Inspection	\$70.00
(g) Groundwater Monitoring (per inspection site)	\$50.00
(h) Subdivision Soil Verification (per hour or part thereof)	\$50.00
(i) Subdivision Groundwater Monitoring (per lot)	\$50.00
(j) POWTS Evaluation/Certification	\$65.00
(k) On-Site Soil Evaluation and Verification	\$50.00
(l) POWTS Dye Test	\$65.00
(m) Appeal (proceeding under Section 9.011(3)(a))	\$125.00
(n) Wisconsin Fund Application Fee (if the application is denied by state review, \$75.00 will be refunded to the applicant)	\$150.00
(o) Formaldehyde testing (per test, subject to availability)	\$100.00
(p) Renewal of Sanitary Permit	\$100.00
(q) Sanitary Ordinance Amendment Request	\$375.00
(r) One-time Electronic Reporting Service Fee	
1. POWTS Holding Components	\$90.00
2. All Other POWTS	\$45.00

This Ordinance shall take effect upon enactment and publication.

Dated at Port Washington, Wisconsin, this 1st day of February 2023.

SUMMARY: Amending Section 9.04 (7) of the Ozaukee County Code of Ordinances pertaining to Sanitary Permit Fees.

VOTE REQUIRED: Majority

NATURAL RESOURCE COMMITTEE

01/05/23 Natural Resources Committee

POSTPONED

Next: 02/02/23

Mr. Pfister spoke to the request to change the fee schedule.

Discussion and questions on cost data to support the increase in fees.

Motion to postpone to the February 2, 2023 meeting.

RESULT:	POSTPONED [UNANIMOUS]	Next: 2/2/2023 9:00 AM
MOVER:	T. Matera, Supervisor District 7	
SECONDER:	B. Jobs, Vice-Chairperson	
AYES:	R. Holyoke, B. Jobs, T. Matera, K. Schoessow	
EXCUSED:	B. Ross	

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	February 2, 2023
DEPARTMENT:	Land and Water Management
DIRECTOR:	Katie Vogeler
PREPARER:	Katie Vogeler

Agenda Summary Amending Section 9.024 (7) of the Ozaukee County Code of Ordinances - Sanitary Permit Fees

BACKGROUND INFORMATION: Sanitary Permit Fee Schedule Amendments are proposed to bring Ozaukee County in range with surrounding Counties fee schedules. We feel that bringing our County up to similar fee schedules as neighboring Counties (Washington for example) is a positive, and creates cohesiveness with the businesses working in multiple County's.

FISCAL IMPACT:

Balance Current Year: None

Next Year's Estimated Cost: Estimated \$13,625 in additional revenue based on average number of new construction systems per year.

FUNDING SOURCE: Sanitary Permits

County Levy: X

Non-County Levy: X

Indicate source: Fee Revenue for County

RECOMMENDED MOTION: Approve

ATTACHMENTS:

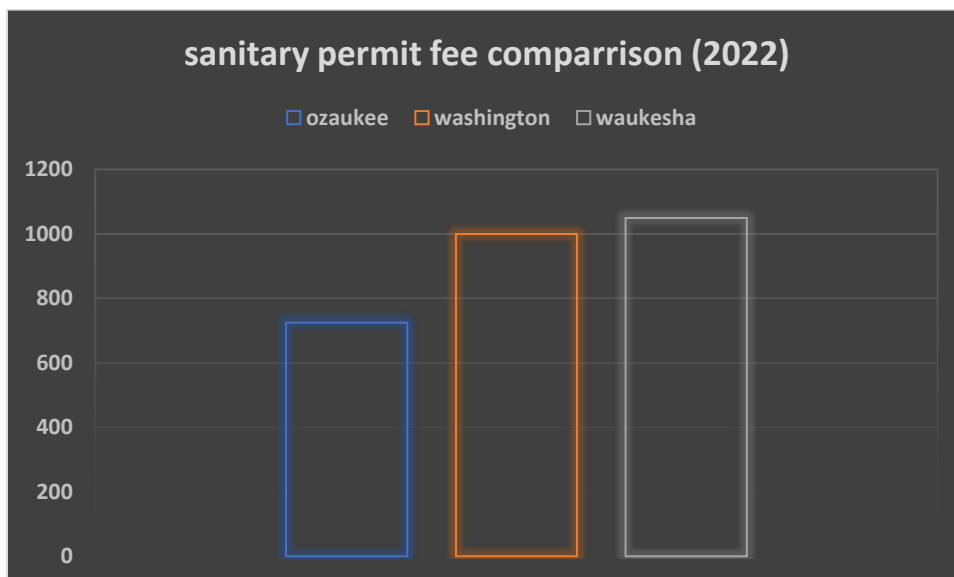
- Proposed Sanitation Fee Schedule Changes(PDF)
- Sanitation Fees (PDF)

Proposed Sanitation Fee Schedule Changes - LWM

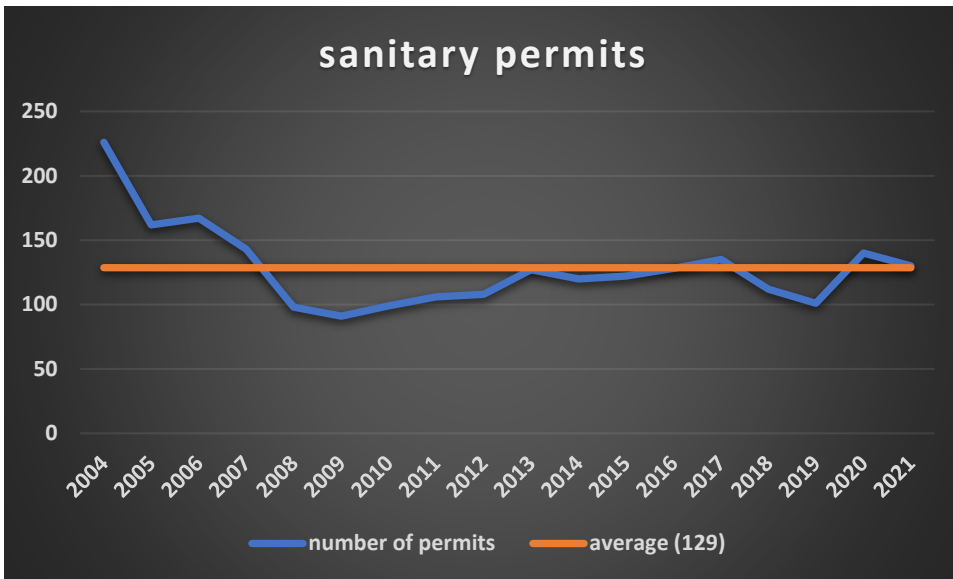
LWM department proposes an increase to current sanitary permit fees. Since 2000, fees have only been adjusted to reflect increases to the mandated state groundwater surcharge fee (currently at \$100.00). Permit fees are intended to cover the cost of permit review, installation inspections, and continued maintenance involvement by this department.



We provide permits and associated services at a significantly reduced cost when looking at our most comparable counties, Washington and Waukesha. Ozaukee currently charges \$725.00 for permits, while Washington and Waukesha County have justified their permit costs at \$1000.00 and \$1050.00 respectively. This department provides better service for a lesser fee, placing departmental cost on the tax levy rather than the recipient of said service.



Although the number of sanitary permits issued by this department fluctuates annually, we average approximately 129 permits per year. Using this average, we fail to collect between \$35,475 and \$41,925 of annual revenue in comparison to neighboring counties.

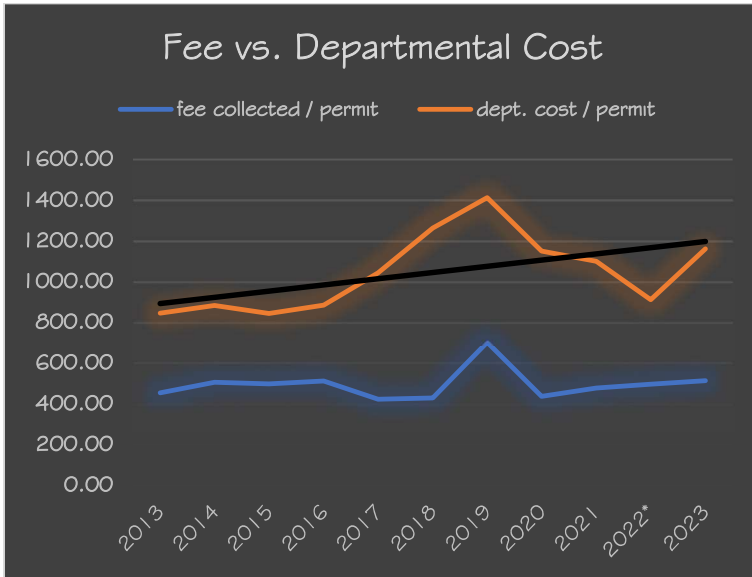


If sanitary permit fees are increased for 2023, annual departmental revenue would be increased by \$35,475.

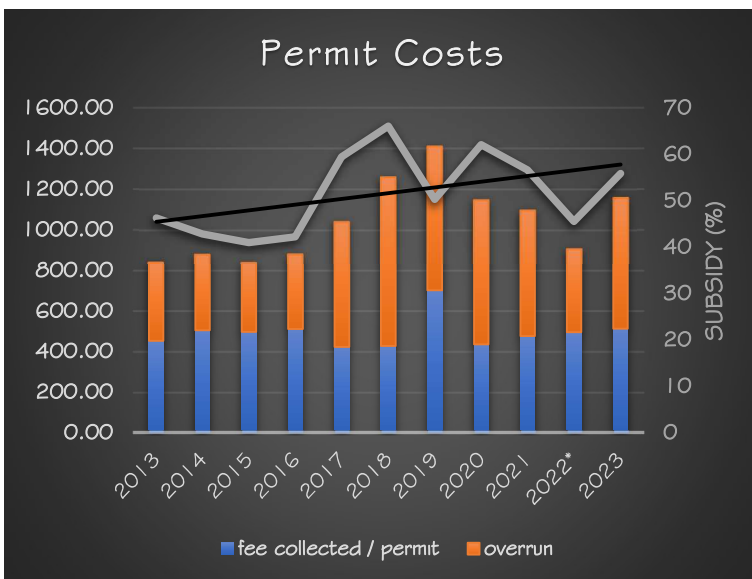
sanitation fees

All services provided by the sanitation division of the Land & Water Management Department are related to existing, current, and proposed State Sanitary Permits. Fees collected during the application process are intended to cover the cost of permit processing, installation inspection, final reporting, and perpetual septic maintenance involvement. Once permitted, no additional funding source is made available to manage the sanitary permit associated with a given property.

The operational costs of the sanitation division have increased over time. The sanitation budget has experienced a 5-year average increase of 18% when compared to 2014. A 24% budget increase is projected for 2023. When comparing the last 5 years, the average departmental cost incurred per sanitary permit was \$1166.47. For 2023, the department projects the cost per sanitary permit to be \$1160.35.

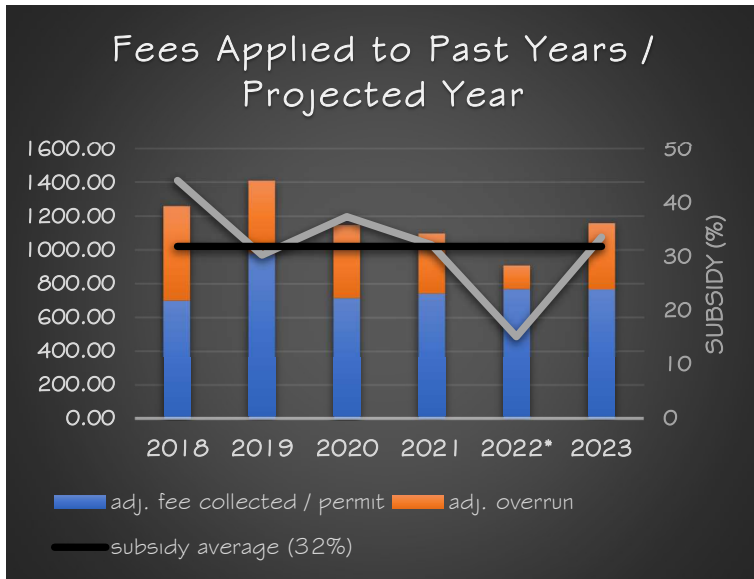


The 5-year average of fees collected per sanitary permit issued was \$507.51. This resulted in a departmental subsidy of \$658.96 per permit. Under the current fee schedule, Land & Water Management is only recouping 44% of costs incurred for sanitary permit services provided.



To demonstrate the implications of adopting the proposed changes to the fee schedule, the last 5 years were analyzed and adjusted for the proposed fee changes. The results indicate that the average fee collected per sanitary permit would increase to \$784.33, reducing the departmental subsidy to \$382.14 per permit. If

adopted, the proposed fee schedule would reimburse this department with 68% of the costs incurred for sanitary permit services provided. For 2023, the proposed changes represent an increase of 33% to current sanitary permit fees collected.



year	dept. cost / permit	fee collected / permit	overrun	subsidy (%)			
2013	844.03	453.15	390.88	46			
2014	882.63	504.38	378.25	43			
2015	842.70	497.34	345.36	41			
2016	884.25	511.29	372.96	42			
2017	1043.00	422.60	620.40	59			
2018	1261.63	427.46	834.17	66			
2019	1411.81	701.73	710.07	50			
2020	1149.50	435.71	713.78	62			
2021	1099.33	476.92	622.41	57			
2022*	910.11	495.73	414.38	46			
2023	1160.35	512.40	647.95	56			
5-year avg.	1166.47	507.51	658.96	56	784.33	382.14	32

*non-typical budget year

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: February 2, 2023
DEPARTMENT: Land and Water Management
DIRECTOR: Katie Vogeler
PREPARER: Lisa Henning

Agenda Summary Carryover of 2022 Funds - Land & Water Management

To be distributed at the meeting.

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	February 2, 2023
DEPARTMENT:	Land and Water Management
DIRECTOR:	Katie Vogeler
PREPARER:	Katie Vogeler

Agenda Summary Land & Water Management Reports*

ATTACHMENTS:

- January 2023 news (PDF)
- LWM Financials (PDF)



LAND AND WATER MANAGEMENT DEPARTMENT

CURRENT PROJECTS AND REPORT UPDATES

JANUARY 2023



MISSION STATEMENT

To protect, preserve, and enhance natural resources,
local ecology, and the quality of life

Land and Water Management Department

Katie Vogeler, Director
Geoff Schramm, Land & Water Coordinator
Ed Pfister, Sanitation & Zoning Coordinator
Chase Brouillette, Soil & Water Conservationist
Barry Sullivan, Sanitation & Zoning Specialist
Tony Austin, Technical Support Specialist

Ozaukee County Administration Center
Room 223
121 W. Main Street, P. O. Box 994
Port Washington, WI 53074-0994
Phone: 262-284-8313



Land & Water Resource Management

♦ Conservation Planning/Farmland Preservation (FPP)

- 94 farms currently participating in Farmland Preservation Program; status reviews to be completed on about 25% of the farms in 2022 to ensure compliance with the FPP soil and water performance standards. Geoff and Katie have met with 3 growers with NMP's and 2 had runoff issues that are now being fixed with harvestable grassed waterways.

♦ Best Management Practices Design and Certification

- Collaborating with NRCS on cost share projects
- Projects include, grass waterway, heavy use protection, rip rap, wetland restoration, subsurface drain and stacking pads

♦ Administration of Cost-Share Agreements (grants)

- 2023 SWRM bonded grant – \$53,500; SWRM SEG grant – \$25,000. CIG grant \$36,644.00.
- Ozaukee County awarded 2022/23 TRM grant funds for Gasser, Hamm, and Eskra
- Contact flyer sent to RCPP landowners in Milwaukee River area

♦ Nutrient Management

- DATCP SEG money allocation has started 1 contract is done a reminder letter was sent to land operators about DATCP 590 NMP requirements

• Environmental Education

- Poster contest information was shared with schools no participants this year.

♦ NR151 Compliance Tracking

- No activity

♦ Manure Storage Ordinance

- CAFO expanding plans will be reviewed by WI DNR, LW Staff

♦ Stormwater Management & Construction Site Erosion Control-WPDES Permit

- Stantec is finalizing the SLAMM modeling to evaluate nonpoint source pollutant loadings on county property in the MS4 area for compliance with the DNR stormwater permit. A commitment letter was sent to WI DNR.

♦ Buffer Initiative—Conservation Reserve Enhancement Program (CREP)

♦ Wildlife Damage and Abatement

Deer donation program is trying to locate a new butcher shop. The one that was used for years has opted out of the program. Staff was contacted by a farmer to watch a field this Spring for geese and will most likely install a temp fence around ponding water in the field as a deterrent.

♦ Tree, Shrub, Prairie Grass & Wildflower Seed Program/Pollinator Plant & Grass Sale

- Program is 100% online for purchases so far 87 orders have been received

♦ Invasive Species

- No activity

♦ Conservation/ Clean Farm Families

- 2023 budget is \$152,004. for farmer incentives, meetings, field days and research
- 2022 funds have been allocated, and am currently working on final reports for those reimbursements.
- Follow-up on the No-till conference—we had 9 of the 10 approved spots filled. It was a great networking event and we all left with great contacts and perspective on up and coming technology and understanding of soil carbon. I will recommend sponsoring attendance at next year's conference in Indianapolis.

- Ozaukee Dirt 2023 newsletter. We want to get on a spring time mailing, dept is working on articles and flyers for the next newsletter. **7.b.1.a**
- Soil Health Demonstration Plot data is in. Yields and cost per acre were surprising. In 2023 we look to experiment with less rates of fertilizer on the soil health ground since it's soil health score is much higher than the conventional plots.
- The airseeder is the first implement on the docket to be used, if we have ideal conditions for frost seeding in the town of Port.
- FEBRUARY 9th, Soil Health Event. Please find our flyer in the attachments and consider attending! We will be awarding our first ever Jim Melichar Soil Health Award, and Dave Brandt will be presenting on how he is profitable with cover crops.



Sanitation Program

♦ Sanitation Ordinance

- One sanitation ordinance violation
- Maintenance: Zero notices were sent in January; the Office of Corporation Counsel continues action with non-compliant owners; 622 reports filed to date in 2023

♦ POWTS Plan Reviews, Permits, and Final Inspections

- Eight plan reviews; eight sanitary permits; four final inspection reports, one abandonment permits filed and finalized

♦ Wisconsin Fund

- No qualified applicants for fiscal year 2023.

♦ Miscellaneous

- Working with electronic sanitation permitting system along with LIO.
- Discussing price increase for sanitary permits.



Shoreland and Floodplain Zoning

♦ Shoreland and Floodplain Zoning Ordinance

- Two applicants in January.
- One appeal was heard by the Board of Adjustment.

♦ Permits

- One shoreland zoning permit for January.

♦ National Flood Insurance/Community Rating System (CRS)

- Provided floodplain information to numerous landowners, completed NFIP information to lenders and realtors
- Completed 5 year CRS audit in 2022.

♦ Non-metallic Mining Reclamation

- Received two reports in January.

♦ Miscellaneous

- 1930 & 1936 Edgewater completed and finishing final audit.

Ozaukee County Committee Report

General Fund Land & Water Management

For the Twelve Months Ending Saturday, December 31, 2022
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	-	-	\$1	\$1	0.00%
Intergovernmental Revenues	\$240,036	\$182,510	\$1,322,464	\$1,139,954	13.80%
Public Charges for Services	\$5,339	\$112,470	\$127,360	\$14,890	88.31%
Licenses & Permits	\$4,962	\$95,458	\$101,000	\$5,542	94.51%
Other Revenue	\$1,900	\$47,813	\$50,200	\$2,387	95.25%
Total Revenues	\$252,237	\$438,251	\$1,601,025	\$1,162,774	27.37%
Expenditures					
Salaries	\$36,909	\$624,879	\$550,004	(\$74,875)	113.61%
Fringe Benefits	\$14,331	\$187,400	\$186,361	(\$1,039)	100.56%
Travel/Training	\$494	\$8,223	\$14,425	\$6,202	57.01%
Supplies	\$794	\$20,784	\$24,778	\$3,994	83.88%
Purchased Services	\$225	\$360,776	\$462,871	\$102,095	77.94%
Interdepartment Charges	\$2,649	\$45,447	\$42,603	(\$2,844)	106.68%
Grants	\$136,149	\$173,001	\$584,563	\$411,562	29.59%
Other Expenses	\$1,253	\$72,564	\$83,103	\$10,539	87.32%
Total Operating Expenditures	\$192,804	\$1,493,074	\$1,948,708	\$455,634	76.62%
Capital Outlay					
Buildings & Land	-	\$241,000	\$219,000	(\$22,000)	110.05%
Total Capital Outlay	-	\$241,000	\$219,000	(\$22,000)	110.05%
Total Expenditures	\$192,804	\$1,734,074	\$2,167,708	\$433,634	80.00%
Net Increase (Decrease)	\$59,433	(\$1,295,823)	(\$566,683)	\$729,140	228.67%

E q u i t y:

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE: February 2, 2023
DEPARTMENT: Land and Water Management
DIRECTOR: Katie Vogeler
PREPARER: Katie Vogeler

Agenda Summary Soil Health Workshop*

Please see the attached flyer for the event

Please join us if you can for our annual soil health workshop. New to this year* Andy Holschbach will present the Healthy Soil Advantage and present our first Jim Melichar Soil Health Award to an Ozaukee County Farmer who has implemented soil health practices on his farm.

ATTACHMENTS:

- Soil Health Workshop Feb 9 2023 Flyer (PDF)



SOIL HEALTH WORKSHOP DAVE BRANDT & SUCCESSFUL COVER CROPPING



Thursday, February 9th, 2023

9:30am – 3:00 pm

**Port Washington Inn & suites Conference Center
350 E. Seven Hills Road, Port Washington, WI 53074**

Dave Brandt started his soil health journey in 1971 with no-till practices and cereal rye or hairy vetch as cover crops. The battles with initial yield loss and the farmer mindset towards change, is what led him to more research to find ways that benefited the soil and his bottom line. Come and learn how he was successful!



Funding for this was made possible, in part, by the Wisconsin Department of Agriculture Trade and Consumer Protection (DATCP). The views expressed in written materials, publications, speakers, and moderators do not necessarily reflect the official policies of DATCP; nor does any mention of trade names, organization imply endorsement by the State of Wisconsin.

9:30 REGISTRATION

10:00 DAVE BRANDT

NOON LUNCH

**12:30 JIM MELICHAR
SOIL HEALTH AWARD**

**12:45 HEALTHY SOIL
ADVANTAGE - ANDY
HOLSCHBACH**

1:00 DAVE BRANDT

2:30 QUESTIONS

RSVP REQUIRED

RSVP to Katie Vogeler

262-483-9740

kvogeler@co.ozaukee.wi.us

Or the [CFF Website Event](#)

Dates and Locations to see Dave Brandt's Presentations

Monday, February 6th, 9:30 am – 3:00 pm – Farmers for Tomorrow (Portage County)
Jensen Center, 487 Main Street, Amherst, WI 54406
\$15 suggested donation for event

Tuesday, February 7th, 9:00 am – 3:30 pm – Sauk Soil & Water Improvement Group
Baraboo Arts & Convention Center – 323 Water Street, Baraboo, WI 53913
\$10/ person

Wednesday, February 8th, 8:30 am – 4:00 pm – Soil Health Expo Dodge County Farmers – HS, HW
Juneau Community Center – 500 Lincoln Drive, Juneau, WI 53039
\$50 registration

Thursday, February 9th, 9:00 am – 3:00 pm – Clean Farm Families Ozaukee County
Port Washington Inn & Suites Conference Center, 350 E. Seven Hills Road
Port Washington, WI 53074

Friday, February 10th, 8:15 am start - Water Protection Committee of Racine County
Cotton Exchange, 345 Hickory Hollow Road, Waterford, WI 530185

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 2, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a U.S. Forest Service Great Lakes Restoration Initiative - Cooperative Weed Management Areas Grant through the Southeastern Wisconsin Invasive Species Consortium, Inc. / Ulao Creek Partnership, Inc. for Invasive Species Management in Ulao Creek Nature Preserve County Park

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) was awarded a grant from the U.S. Forest Service (USFS) Great Lakes Restoration Initiative (GLRI) - Cooperative Weed Management Areas (CWMA) grant program through the Southeastern Wisconsin Invasive Species Consortium, Inc. (SEWISC) and Ulao Creek Partnership (UCP) to improve the local ecology within Ulao Creek Nature Preserve County Park by controlling and managing invasive vegetation. Specifically, this grant will support contracting with conservation corps (e.g. AmeriCorps NCCC, Milwaukee Community Service Corps, Wisconsin Youth Conservation Corps and Great Lakes Community Conservation Corps) for assistance with invasive species management in Ulao Creek Nature Preserve County Park in 2023. Invasive species management will be followed by native tree and shrub planting (under separate projects and as match funding) as part of a comprehensive effort to further restore the ecology in the Ozaukee County Park System.

ANALYSIS: The total grant award is \$17,264. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of a USFS GLRI CWMA grant application at its June 3, 2021 meeting (Ayes: Korinek, Jobs, Holyoke, Minkel-Dumit; Excused: Ross) and the associated budget amendment at its January 6, 2022 meeting (Ayes: Jobs, Holyoke, Minkel-Dumit; Excused: Ross), and the Ozaukee County Board of Supervisors approved the budget amendment (Resolution 21-58; Ayes - 19, Nays - 0, Absent -6) at its February 2, 2022 meeting for similar USFS GLRI CWMA grant funded invasive species management activities at Hawthorne Hills County Park (prior to Ulao Creek Nature Preserve being formally included in the Ozaukee County Park System) and the Department has partnered with the UCP on this grant and project administration. 12% of the total project budget (\$2,300) is required as match and will be provided by in-kind staff time and volunteer time for a total project budget of \$19,564. There have been no changes to the project scope or budget since grant submittal.

FISCAL IMPACT:

Balance Current Year: In-kind staff time (\$17,264 Additional Revenue)

Next Year's Estimated Cost: NONE

FUNDING SOURCE:

County Levy:

Non-County Levy: X

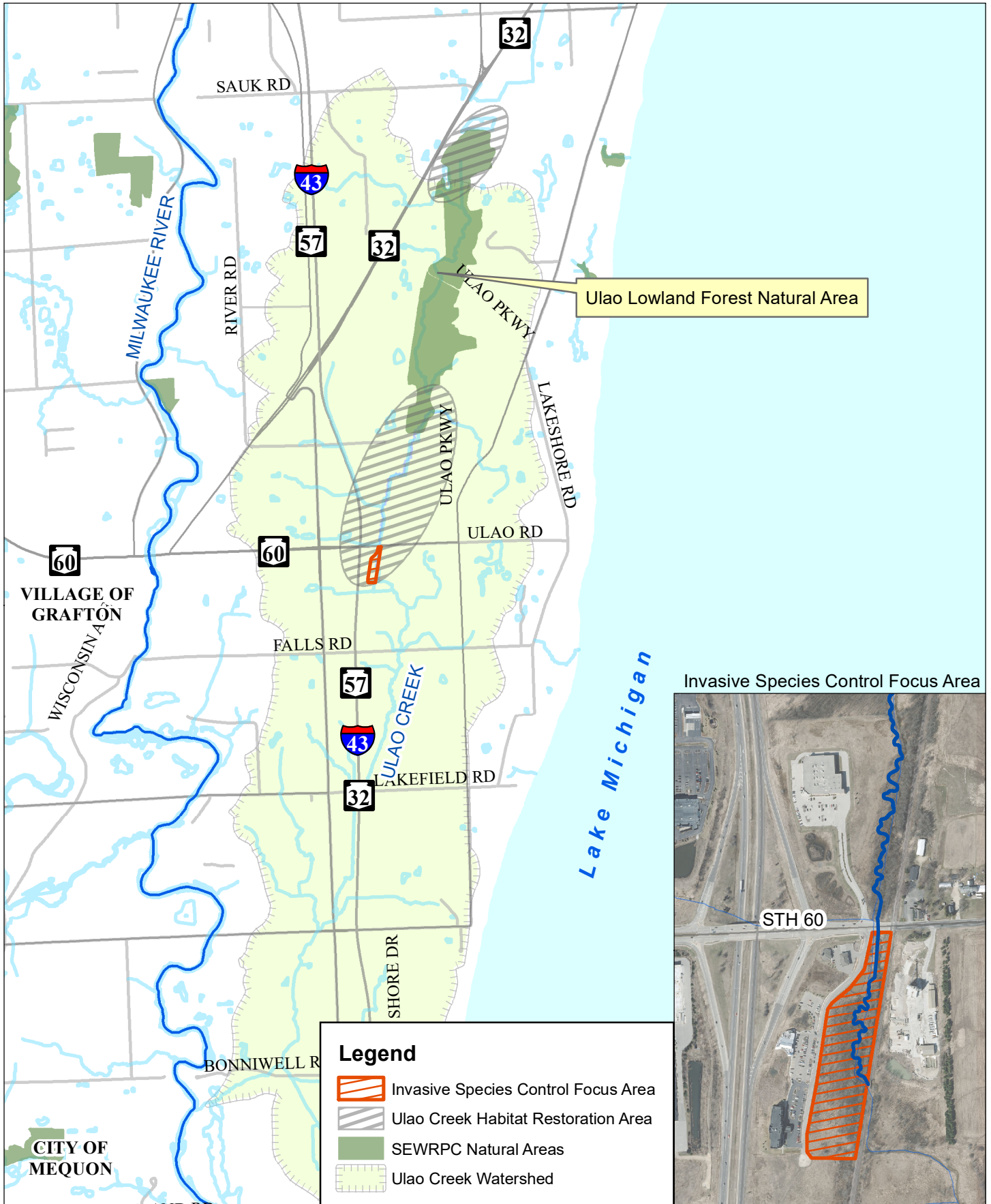
Indicate source: USFS GLRI CWMA grant and in-kind Department staff and volunteer time.

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the U.S. Forest Service Great Lakes Restoration Initiative - Cooperative Weed Management Areas grant program through the Southeastern Wisconsin Invasive Species Consortium, Inc. and Ulao Creek Partnership for Invasive Species Management in Ulao Creek Nature Preserve County Park.

ATTACHMENTS:

- P&P_Dept_USFS_SEWISC_CWMA_UCP_Ulao_Invasives_Map (PDF)
- BA_2023_NRC02022023_USFS_CWMA_SEWISC_UCNP_BA_ATSFinal012623 (PDF)

Ulaio Creek Habitat Restoration Project Area



Attachment: P&P_Dept_USFS_SEWISC_CWMA_UCP_Ulaio_Invasives_Map



0 3,100 6,200 12,400 Feet



Map Produced By: Ozaukee County
Planning and Parks Department
2/12/2020



Budget Amendment Request Committee Approval Form

8.a.1.b

TO: **Finance Committee**

FROM: **Planning and Parks Department**

Department Name

Date of Request: **12/22/2022**

Resolution No: _____

Period Transfer Recorded: _____

Type of Budget Amendment (check one)

Increase of Revenue: **X**

Fund Transfer: _____

Supplemental Appropriations: _____

Debit / Expense			Credit / Revenue		
Acct #	221-1-01-52002-000	\$ 223	A/C #	221-1-01-42110-000	\$ 17,264
	<i>Pre-request Account's Budget</i>	<i>Changed To</i>		<i>Pre-request Account's Budget</i>	<i>Changed To</i>
Cost Ctr & A/C Desc	Travel/Mileage		Cost Ctr & A/C Desc	Fed Aid - USFS GLRI SEWISC UCP UCNP	
Acct #	221-1-01-53601-000	\$ 2,441	A/C #		\$ -
	<i>Pre-request Account's Budget</i>	<i>Changed To</i>		<i>Pre-request Account's Budget</i>	<i>Changed To</i>
Cost Ctr & A/C Desc	Other Material Supplies		Cost Ctr & A/C Desc		
Acct #	221-1-01-54310-000	\$ 1,600	A/C #		\$ -
	<i>Pre-request Account's Budget</i>	<i>Changed To</i>		<i>Pre-request Account's Budget</i>	<i>Changed To</i>
Cost Ctr & A/C Desc	Equipment Leases and Rentals		Cost Ctr & A/C Desc		
Acct #	221-1-01-54533-000	\$ 13,000	A/C #		\$ -
	<i>Pre-request Account's Budget</i>	<i>Changed To</i>		<i>Pre-request Account's Budget</i>	<i>Changed To</i>
Cost Ctr & A/C Desc	Contracted Outside Employment		Cost Ctr & A/C Desc		
Acct #		\$ -	A/C #		\$ -
	<i>Pre-request Account's Budget</i>	<i>Changed To</i>		<i>Pre-request Account's Budget</i>	<i>Changed To</i>
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #		\$ -	A/C #		\$ -
	<i>Pre-request Account's Budget</i>	<i>Changed To</i>		<i>Pre-request Account's Budget</i>	<i>Changed To</i>
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Total Debits:		17,264	Total Credits:		17,264

Reason for Request (Be Specific). Also fill out Support Document for County Board.

This is an increase in revenue for a pass-through grant received (Project #221-0005-00009) from the US Forest Service (USFS) Cooperate Weed Management Program Area (CWMA), Southeastern Wisconsin Invasive Species Consortium, Inc. (SEWISC) and Ulao Creek Partnership (UCP) for invasive vegetation management in Ulao Creek Nature Preserve County Park. This increase in revenue is for: 1) Travel/Mileage; 2) Other Material Supplies; 3) Equipment Leases and Rentals (e.g., wood chipper rental), and Contracted Outside Employment (youth conservation corps).

Rob Holyoke

Department Head Signature

TYPE IN Oversight Committee Chairperson's Name

Oversight Committee Members

Finance Committee Members

Date of Meeting

Date of Meeting

Date Amended:

Budget Amended By:

Packet Pg. 34

Attachment: BA_2023_NRC02022023_USFS_CWMA_SEWISC_UCNP_BA_ATSFinal012623

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 2, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Submittal and Acceptance of a National Fish and Wildlife Foundation Sustain Our Great Lakes Grant for Groundwater Investigation and Stormwater Wetland Improvements at Virmond County Park

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) proposes to submit a grant application to the National Fish and Wildlife Foundation (NFWF) Sustain Our Great Lakes (SOGL) grant program to fund County activities to investigate groundwater and improve stormwater/wetland drainage through a stormwater wetland construction and restoration at Virmond County Park. A Wisconsin Coastal Management Program (WCMP) Coastal Resiliency grant was awarded in 2020 to support development of a Master Plan for Virmond County Park, and a subsequent WCMP Coastal Resiliency grant was awarded in 2021 to complete a stormwater/surface water and groundwater study for Virmond County Park as part of the Master Plan, which considers the relationship between wetlands, drainage patterns, stormwater, existing and planned infrastructure (parking lot areas) and other facilities (public access stairway to Lake Michigan). The Master Plan and stormwater and groundwater analysis study, completed in coordination with a private consultant and the Southeastern Wisconsin Regional Planning Commission (SEWRPC), includes a summary of current conditions and proposed recommendations for improving surface water and stormwater drainage. Historically, drainage (of wetlands) within the northeast section of the park discharged to the north and to a ravine down the bluff to Lake Michigan. Neighboring residential development to the north has prevented the continued discharge of surface water from these wetlands and has caused ponding on park property. In the 2000s, drainage improvements (directional bore pipe installation and sump crock) were constructed to aid in the discharge of the ponding water to the toe of the bluff; however, over the years, the construction and pipe has failed (due to shifts/erosion in the bluff) and the system is no longer functioning. Neighbors to the north have expressed concern about this ponded water and potential impacts to their home and structures. Proposed solutions as included in the stormwater and groundwater study include capturing drainage (from existing wetlands) and stormwater within this area and discharging it to the west in an expanded wetland. The expanded wetland would provide additional storage prior to discharging off-site to the north, away from the affected neighboring properties and consistent with the original drainage, and would fit the aesthetics of the site and overall restoration goals for the park. NFWF SOGL and matching funding (including a pending Fund for Lake Michigan (FFLM) grant, a tentative award from Wisconsin Coastal Management Program (WCMP) and a secured Brookby Foundation and We Energies Foundation grants) would support design, engineering, and construction and restoration activities for this expanded wetland area. Additional project activities would also include completion of additional wetland delineations and installation of a groundwater monitoring well. This project is supported by the following plans: the County [Park and Open Space Plan <https://www.co.ozaukee.wi.us/645/Park-Open](https://www.co.ozaukee.wi.us/645/Park-Open)

Space> <https://www.co.ozaukee.wi.us/DocumentCenter/View/729/Park-and-Open-Space-Plan-for-Ozaukee-County-3rd-Edition?bidId=>> related to the importance of wetlands and restoration projects at the park (p. 18, 96, 98), the [Comprehensive Plan for Ozaukee County: 2035](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) <http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf> related to stormwater management, wetlands and surface water quality (pages 176, 277, 279-282, 452, 456), the County Strategic Plan 2020-2024 <https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24> (page 13) related to the enhance quality of life assets strategic goal, the adopted Land and Water Resource Management Plan for Ozaukee County 2021-2030 <https://www.sewrpc.org/SEWRPCFiles/Environment/LandWaterResourceManagementPla/capr-338-OZ-County-Land-and-Water-Resource-Management-Draft.pdf> (pages 11, 103, 143, 195), to promote and implement wetland preservation and restoration and stormwater management practices and the final draft of the Virmond County Park Master Plan.

ANALYSIS: The NFWF SOGL grant request is \$200,000. No formal match is required, though a 1:1 non-federal contribution is highly encouraged. The Department is providing a secured Brookby Foundation grant (\$3,000), a secured Wisconsin Energies Foundation (WEF) grant (\$2,500), and a pending FFLM grant (\$134,000) for a total project cost of approximately \$339,500.

FISCAL IMPACT:

Balance Current Year: None (Additional Program Revenue \$100,000)

Next Year's Estimated Cost: None (Additional Program Revenue \$100,000)

FUNDING SOURCE:

County Levy:

Non-County Levy: X

Indicate source: Secured Brookby Foundation and WEF grants and pending NFWF SOGL and FFLM grants.

RECOMMENDED MOTION: Approve the submittal and acceptance of a grant by the Planning and Parks Department to the National Fish and Wildlife Foundation for groundwater investigation and stormwater wetland improvements at Virmond County Park.

ATTACHMENTS:

- Grant Application Summary_02022023
NFWF_SOGL_VirmondDrainage_ATSFinal012623 (PDF)
- P&P_Dept_Virmond_ProposedWetlandExpansionMap (PDF)
- P&P_Dept_NFWFSOGL_RFP (PDF)

GRANT APPLICATION SUMMARY

Project Name: Groundwater Investigation & Stormwater Wetland at Virmond County Park
Grant Name/Agency: National Fish and Wildlife Foundation SOGL **CFDA/State ID:**
Department: Planning & Parks
Total Project Amount: \$339,500 **Grant Match Required:** 0%

Exp Acct.
Rev Acct.

Preparer: Matt Aho
Approver: Andrew Struck

Strategy: (Linkages to other planning efforts)

- Comprehensive Plan for Ozaukee County: 2035 (P. 176, 277, 279-282, 452, 456)
- Ozaukee County Land and Water Resource Management Plan (P. 49, 89)
- Park and Open Space Plan for Ozaukee County (P. 18, 96, 98)
- Ozaukee County Strategic Plan 2020-2024 (P. 11)

Project Scope and Expectations

- Stormwater management, wetland and green infrastructure at Virmond County Park
- Creation of a stormwater wetland
- Wetland delineations
- Groundwater well installation

Other Grants Supporting Project

	Status	Amount
▪ FFLM	Pending	\$134,400
▪ WEF	Secured	\$2,500
▪ Brookby Fnd	Secured	\$3,000

Project Partners:

- FFLM, NFWF SOGL
- WCMP, WDNR, WEF, Brookby Fnd
- SEWRPC
- Private Landowners

Project Landowner Upon Completion:

- Ozaukee County

GRANT EXPENSE	
Operational Expense	\$
Salaries & Benefits	\$50,000
Contractual (E&D)	\$25,000
Contractual (HWY)	\$109,400
Supplies, Other	\$15,000
Travel	\$600
Capital Expense	\$
TOTAL	\$200,000
% PROJECT	59%

GRANT/PROJECT MATCH	
Operational Match	\$
Other Grants	\$
FFLM	\$134,400
WEF	\$2,500
Brookby Fnd	\$3,000
TOTAL	\$139,900
% MATCH	41%

GRANT SUPPORTED STAFF	
Positon	\$
Director	
Program Manager	
Senior Planner	
Conservation Biologist	
Natural Resources Tech	
TOTAL	\$50,000

DEPARTMENT REVENUES	
Department	\$
Salaries & Benefits	\$50,000
Contractual (HWY)	\$109,400
TOTAL	\$159,400

Project Risks:

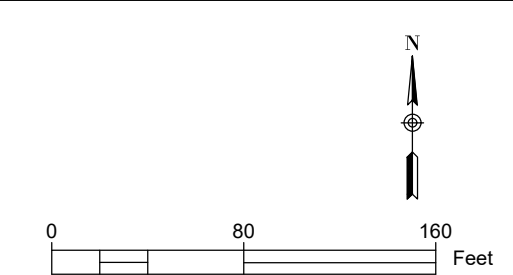
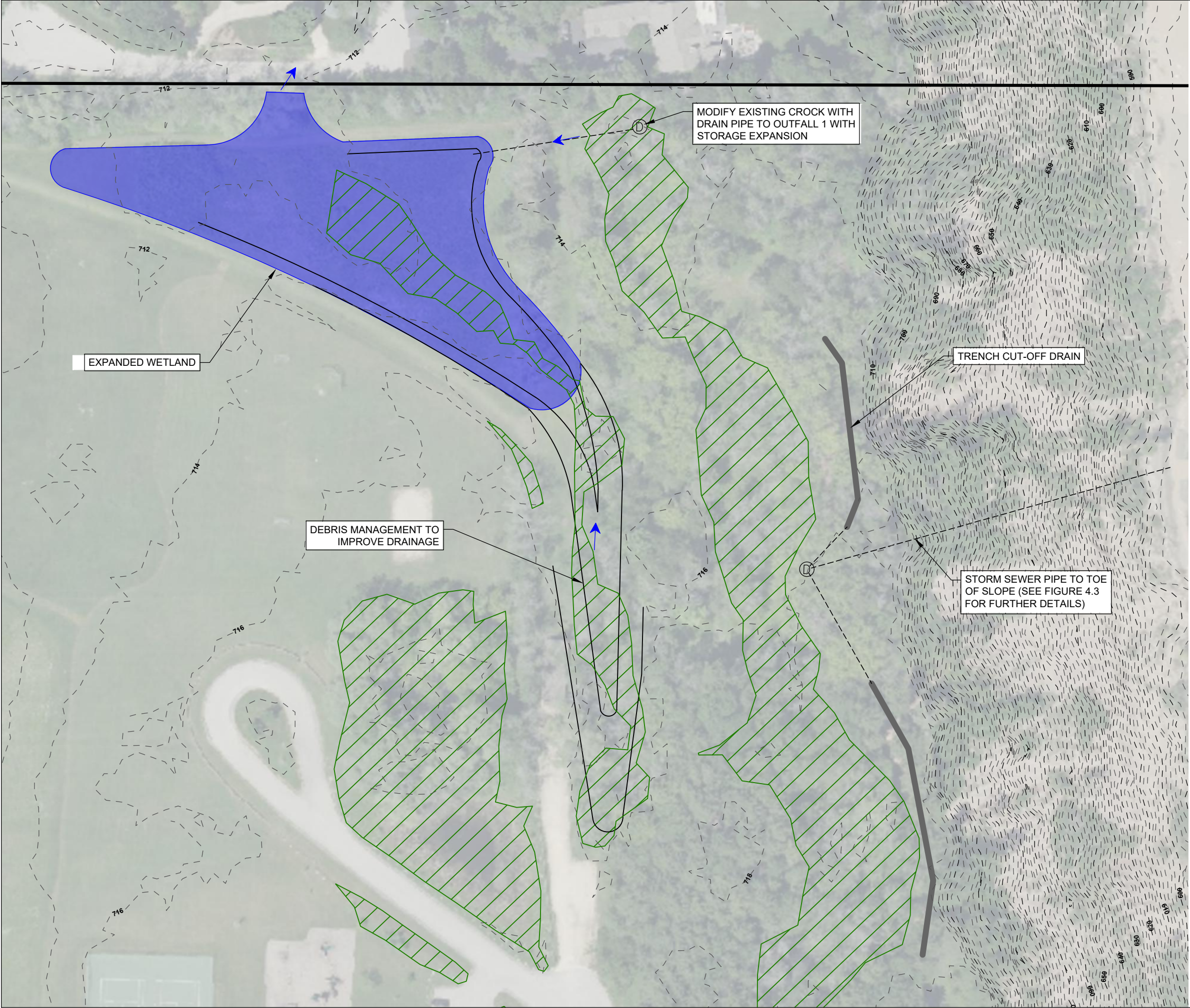
- Weather/site conditions
- Contractor (HWY) availability
- Timelines
- Pending grant match funding
- Landowner coordination

Comments

- Overall estimated costs without final E&D
- Serve as match for other grants
- Overall project costs ~ \$339,500

Major Milestones

Major Milestones		Date
Full Grant Application		Apr-23
Grant Award		Nov-23
Design and Engineering Plans		Jun-24
Construction and Restoration		Nov-25
Duration:	24 months	Extension: NA



- LEGEND:**
- PROPERTY BOUNDARY
 - EXISTING CONTOURS (MAJOR - 10' INTERVAL)
 - EXISTING CONTOURS (MINOR - 2' INTERVAL)
 - MAPPED WETLANDS (WISCONSIN WETLAND INVENTORY)
 - PREVIOUSLY DELINEATED WETLAND
 - CONCEPTUAL CATCH BASIN
 - CONCEPTUAL STORM SEWER PIPE
 - CONCEPTUAL TRENCH CUT-OFF DRAIN
 - PROPOSED GRADING CONTOURS
 - CONCEPTUAL EXPANDED WETLAND
 - STORMWATER FLOW DIRECTION

- GENERAL NOTES:**
- AERIAL BASE MAP WAS OBTAINED FROM AUTOCAD CIVIL 3D ONLINE IMAGERY (2011).
 - DRAINAGE AREAS WERE DELINEATED UTILIZING A BASE MAP OF EXISTING TOPOGRAPHY OBTAINED FROM OZAUKEE COUNTY AND ON-SITE OBSERVATIONS.
 - CULVERT LOCATIONS WERE OBTAINED FROM VISUAL OBSERVATIONS, COUNTY PROVIDED, AND CITY OF MEQUON DATA.

8.a.2.b
247 W. FRESHWATER WAY, SUITE 410
MILWAUKEE, WI 53204
PHONE: (414) 810-1245
WWW.STORMWATER-SOLUTIONS-ENGINEERING.COM

GZA GeoEnvironmental
Engineers and Scientists
www.gza.com
17975 WEST SARAH LANE, SUITE
BROOKFIELD, WI 53045
PHONE: (262) 754-2560
WWW.GZA.COM

OZAUKEE COUNTY
PLANNING AND PARKS DEPARTMENT
121 W MAIN ST, #220
PORT WASHINGTON, WI 53074

SHEET NAME: CONCEPTUAL DRAINAGE DESIGN - AREA 1		PROJECT NAME: SURFACE WATER AND GROUNDWATER STUDY FOR VIRMOND PARK		PROJECT ADDRESS: 10606 NORTH LAKESHORE DRIVE	
ISSUED FOR:		REV:		DATE:	
DRAWN BY:				KLK	
REVIEWED BY:				ARC	
APPROVED BY:				CBG	
DATE:				July 2021	
SEAL AND SIGNATURE					
PROJECT NUMBER:					
SITE NUMBER:					
FIGURE					
Packet Pg. 38					



Sustain Our Great Lakes 2023 Funding Opportunity

The Sustain Our Great Lakes Program is pleased to announce the 2023 Request for Proposals

The Sustain Our Great Lakes (SOGL) program is soliciting proposals to benefit fish, wildlife, habitat and water quality in the Great Lakes basin. The program will award up to \$18.7 million in grants in 2023 to improve and enhance: 1) stream, riparian and coastal habitats to benefit species; 2) water quality in the Great Lakes and its tributaries. Details about this funding opportunity are provided in the [Request for Proposals](#). The submission deadline for pre-proposals is February 25, 2022. Additional application information is available at <https://link.edgepilot.com/s/55b9c519/OumF-MLp20edIMECb-xmgw?u=http://www.nfwf.org/greatlakes>.

In 2023, grant funding will be awarded in six categories:

- Habitat Restoration to Conserve Species and Improve Water Quality
- Green Stormwater Infrastructure in Great Lakes Communities
- Expand Green Stormwater Infrastructure in Great Lakes Communities
- Invasive Species Control to Protect and Enhance Restored Habitat
- Conservation Practices and Regenerative Agriculture on Working Lands

To be eligible for funding, projects must occur within the Great Lakes basin. Eligible applicants include non-profit organizations, educational institutions, and state, tribal and local governments.

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 2, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Submittal and Acceptance of a National Fish and Wildlife Foundation Sustain Our Great Lakes Grant for Invasive Vegetation Management in the Ozaukee County Park System

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) proposes to submit a grant application to the National Fish and Wildlife Foundation (NFWF) Sustain Our Great Lakes (SOGL) program to continue to improve the local ecology within 14 Ozaukee County Parks and habitat restoration areas (Project Areas) encompassing 1,145 acres, by controlling and managing up to 250 acres of aquatic, coastal, and terrestrial invasive vegetation. The Project Areas include Clay Bluffs Cedar Gorge Nature Preserve County Park, Covered Bridge County Park, Ehlers County Park, Harborview County Park, Hawthorne Hills County Park, Lion's Den Gorge Nature Preserve, Little Menomonee River Fish and Wildlife Preserve County Park, Mee-Kwon County Park and Golf Course, River Oaks County Park, Tendick Nature County Park, Trail Bridge County Park, Virmond County Park, Waubedonia County Park, and the Ulao Creek Nature Preserve County Park. Specifically, this grant will support funding of County staff operations and contracting with private contractors and a conservation corps (i.e. AmeriCorps NCCC, Milwaukee Community Service Corps and Wisconsin Youth Conservation Corps) for assistance with invasive species management in the Project Areas. A NFWF SOGL funding category under this opportunity prioritizes the retreatment/management of previously treated areas under recent NFWF SOGL funding and the expansion of existing invasive management efforts adjacent to or strategically connected to existing control efforts. The Department received a NFWF SOGL grant in 2020 for invasive species management within the Ozaukee County Park System and the proposed project would be a continuation of recent management and expansion to new areas (e.g. CGCNP). This project is supported by the [County Park and Open Space Plan](https://www.co.ozaukee.wi.us/645/Park-Open-Space) <<https://www.co.ozaukee.wi.us/645/Park-Open-Space>> within the standards set for the preservation and management of open spaces including natural areas, critical species habitats, primary and secondary environmental corridors and isolated natural resource areas to maintain their natural value (pages 77 - 92, 111), the [Comprehensive Plan for Ozaukee County: 2035](http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf) <<http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf>> "Invasive Species Issue" with a goal of protecting Ozaukee County's naturally occurring bio-diversity through several programs that outline the control of invasive species (pages 287 - 288) and [the Ozaukee Land and Water Resource Management Plan](http://www.ozheroinhelp.org/DocumentCenter/View/212/Ozaukee-Land--Water-Plan-2011-2015?bidId=>) <<http://www.ozheroinhelp.org/DocumentCenter/View/212/Ozaukee-Land--Water-Plan-2011-2015?bidId=>>> under objective A "Habitat Protection and Restoration under Goal 1 "Improved Land and Resources" through management of invasive species (pages 4, 53, 57). This project is also supported by the [Great Lakes Restoration Initiative Action Plan III](https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-) <<https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910->

[30pp.pdf](#)> (pages 3, 9-14).

ANALYSIS: Pre-proposals for the NFWF SOGL grant are due February 14, 2023. The NFWF SOGL request is \$200,000. A 1:1 non-federal match is encouraged, with a portion of that to be provided by private foundation and other grant funding (e.g. Southeastern Wisconsin Invasive Species Consortium, Inc. (SEWISC), We Energies Foundation (WEF) (to be applied for) and private donations (\$20,000) and in-kind County staff time (including GC staff funded by the golf course enterprise fund), contractual (Dept. budget), equipment and supplies (golf course enterprise fund) (\$96,500) for a total project cost of \$316,500.

FISCAL IMPACT:

Balance Current Year: NONE

Next Year's Cost: NONE (Additional Revenue (\$200,000))

FUNDING SOURCE:

County Levy X Non-County Levy X Indicate source: NFWF SOGL Grant, Private Foundation and Other Grant Funding (e.g. SEWISC and WEF) (pending) and in-kind Department staff time, contractual, equipment and supplies (incl. Golf Course Enterprise Fund)

RECOMMENDED MOTION: Approve the submittal and acceptance of a grant by the Planning & Parks Department to the National Fish and Wildlife Foundation Sustain Our Great Lakes Program for invasive species management in the Ozaukee County Park System.

ATTACHMENTS:

- P&P_Dept_NFWFSOGL_RFP (PDF)
- P&P_Dept_NFWFSOGL__InvasiveSpeciesMgmt_ProjectAreas_Map (PDF)
- Grant Application Summary_02022023 NFWF_SOGL_Invasive Species Mgmt_ATSFinal012623 (PDF)



Sustain Our Great Lakes 2023 Funding Opportunity

The Sustain Our Great Lakes Program is pleased to announce the 2023 Request for Proposals

The Sustain Our Great Lakes (SOGL) program is soliciting proposals to benefit fish, wildlife, habitat and water quality in the Great Lakes basin. The program will award up to \$18.7 million in grants in 2023 to improve and enhance: 1) stream, riparian and coastal habitats to benefit species; 2) water quality in the Great Lakes and its tributaries. Details about this funding opportunity are provided in the [Request for Proposals](#). The submission deadline for pre-proposals is February 25, 2022. Additional application information is available at <https://link.edgepilot.com/s/55b9c519/OumF-MLp20edIMECb-xmgw?u=http://www.nfwf.org/greatlakes>.

In 2023, grant funding will be awarded in six categories:

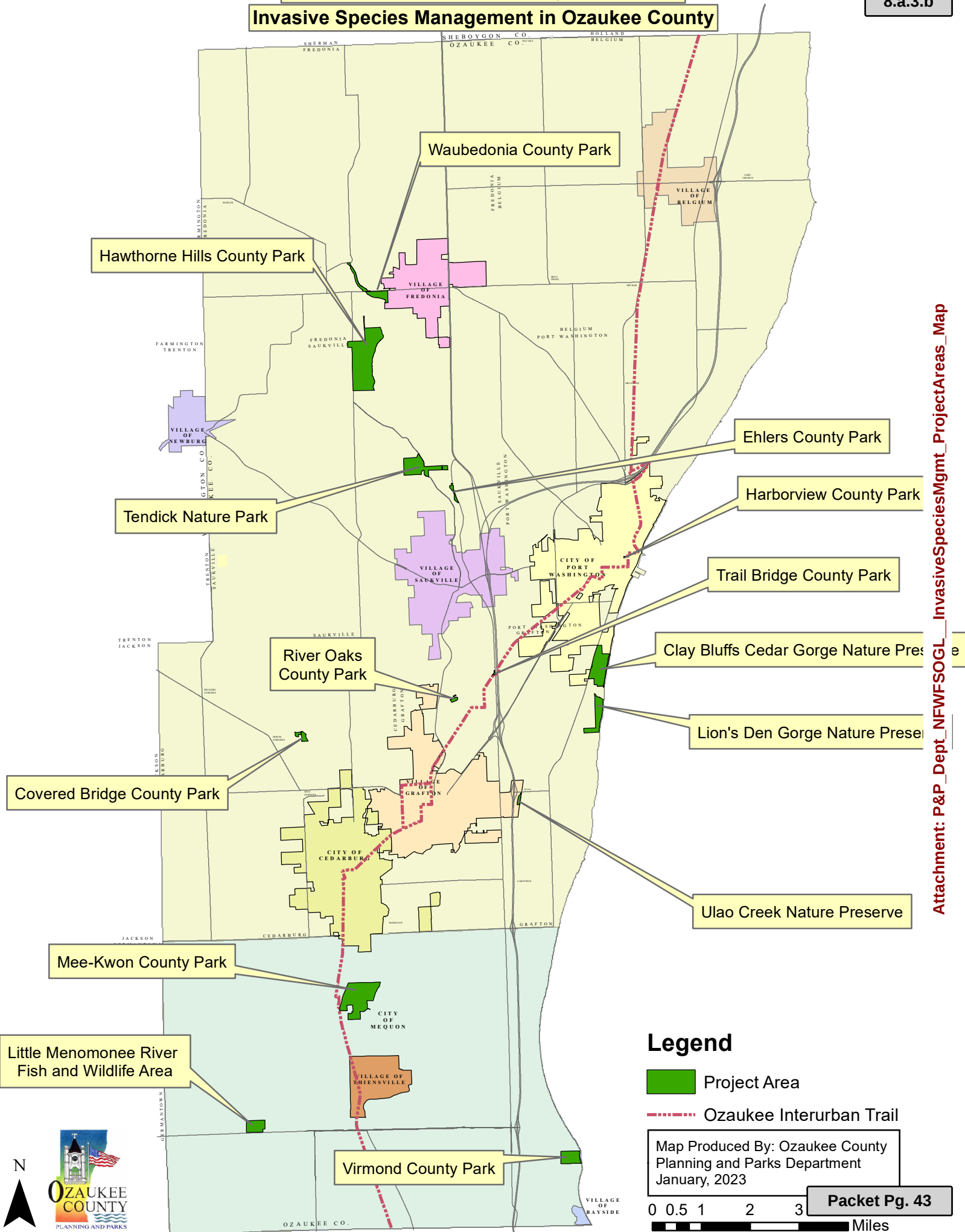
- Habitat Restoration to Conserve Species and Improve Water Quality
- Green Stormwater Infrastructure in Great Lakes Communities
- Expand Green Stormwater Infrastructure in Great Lakes Communities
- Invasive Species Control to Protect and Enhance Restored Habitat
- Conservation Practices and Regenerative Agriculture on Working Lands

To be eligible for funding, projects must occur within the Great Lakes basin. Eligible applicants include non-profit organizations, educational institutions, and state, tribal and local governments.

2023 NFWF SOGL Project Areas

Invasive Species Management in Ozaukee County

8.a.3.b



GRANT APPLICATION SUMMARY

Project Name: Invasive Species Management in the Ozaukee County Park System
Grant Name/Agency: National Fish and Wildlife Foundation SOGL **CFDA/State ID:**
Department: Planning & Parks
Total Project Amount: \$316,500 **Grant Match Required:** 0%

Exp Acct.
Rev Acct.

Preparer: Tina Kroening
Approver: Andrew Struck

Strategy: (Linkages to other planning efforts)

- Great Lakes Restoration Action Plan III (P. 3, 9-14)
- POSP for Ozaukee County (P. 77-92, 111)
- Comprehensive Plan for Ozaukee County: 2035 (P. 287-288)
- Ozaukee County Land and Water Resource Management Plan (P. 4, 53, 57)

Project Scope and Expectations

- Invasive species management in 14 Ozaukee County Parks encompassing 1,145 total acres
- 250 acres actively managed for invasive species

Other Grants Supporting Project

- Other Grants/Donations

Status	Amount
Pending	\$20,000
	\$0
	\$0

Project Partners:

- Ozaukee Washington Land Trust
- Americorps NCCC, GLCCC, MCSC, WisCorps
- SEWISC
- OCWC

Project Landowner Upon Completion:

- Ozaukee County

GRANT EXPENSE	
Operational Expense	\$
Salaries & Benefits	\$70,000
Supplies	\$10,000
Travel / Training	\$1,000
Capital Expense	\$
Contractual (Corps)	\$119,000
TOTAL	\$200,000
% PROJECT	63%

GRANT/PROJECT MATCH	
Operational Match	\$
Salaries & Benefits	\$55,000
Contractual/Dept Budget	\$24,000
Supplies/Dept Budget	\$5,000
Travel/Dept Budget	\$500
Equipment Use/Dept	\$12,000
Other Grants	\$
Other Grants/Donations	\$20,000
TOTAL	\$116,500
% MATCH	37%

GRANT SUPPORTED STAFF	
Positon	\$
Director	
Program Manager	
Conservation Biologist	
Natural Resources Tech	
Program Assistant II - Eco	
TOTAL	\$70,000

DEPARTMENT REVENUES	
Department	\$
Salaries & Benefits	\$70,000
Contractual (Corps)	\$119,000
Supplies	\$10,000
Travel / Training	\$1,000
TOTAL	\$200,000

Project Risks:

- Weather/site conditions
- Contractor availability
- Timelines
- Pending grant match funding

Comments

- Approx 50% operational match from non-levy (GC Ent)
- Serve as match for other grants

Major Milestones

Major Milestones		Date
Full Grant Application		Apr-23
Grant Award		Dec-23
Invasive Species Management		Dec-25
Duration:	24 months	Extension: NA

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 2, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Submittal and Acceptance of a U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Fish and Wildlife Management Assistance Grant for Acquiring and Restoring (or portions of) Parcel ID(s): (110500506003, 110500504001, 110500510001, 110500502000) Along County Highway Trunk W and the Milwaukee River in the Village of Saukville for Floodplain and Wetland Restoration per §§ 59.52(6)(a) AND 27.065(1)(a) Wisconsin Statutes as Part of the County Highway Trunk W Road Reconstruction and Restoration Project

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) in conjunction with the Ozaukee County Highway Department was invited to submit a grant application to the U.S. Fish and Wildlife Service (USFWS) Great Lakes Restoration Initiative (GLRI) Fish and Wildlife Management Assistance (FWMA) program to support a County-sponsored fish and wildlife habitat improvement project in conjunction with a road reconstruction and improvement project. Specifically, the Department is partnering with the Ozaukee County Highway Department to engineer and design a holistic, long term solution to improve County Trunk Highway W (CTH W) and alleviate flooding of the active roadway in the Village of Saukville, while improving floodplain connectivity for aquatic organism passage into the riparian floodplains, wetlands and historic Milwaukee River oxbow. Engineering and design is ongoing for a new roadway that allows for floodplain reconnection and functional fish and wildlife habitat connectivity by allowing substantial floodwater to pass under the new roadway, while improving the road infrastructure by decreasing flooding occurrence. Acquisition of property adjacent to the County Trunk Highway W right of way and project area is required for completion of the project plans and for floodplain and wetland mitigation and habitat restoration. Four (4) parcels (ID's 110500502000, 110500510001, 110500506003, 110500504001) containing approximately 67.2 acres and in the floodway of the Milwaukee River have been identified for right of way acquisition and wetland floodplain mitigation/habitat restoration. These parcels contain approximately 51.1 acres of wetlands, 60.7 acres of regulatory floodway and 67.2 acres (entire area) of 100-year floodplain with a BFE (base flood elevation - studied), thereby, significantly limiting development potential on the parcels (including dry land access to the parcels from CTH W). USFWS GLRI FWMA funding and secured WDNR Stewardship Local Assistance grant funding would support acquisition of these parcels (or portions of the parcels) and restoration activities for implementation of project plans. This project is supported by the following County plans: the County [Park and Open Space Plan](https://www.co.ozaukee.wi.us/645/Park-Open-Space) <<https://www.co.ozaukee.wi.us/645/Park-Open-Space> <file:///\\OZCTY06\\PRLM\\NOAA_FISHPASSAGE\\ELU_NRC\\Support%20Docs\\Drafts\\2021\\9.2.21\\WDNR%20SWM%20-%20LM%20Tribs_Not%20Submitting\\Park%20and%20Open%20Space%20Plan%20%3c<https://www.co.ozaukee.wi.us/645\\Park-Open-Space>>> (pages 12, 15, 29, 38, 82, 84, 94, 99, 106-108,

115) related to acquisition of lands along the Milwaukee River Recreation Corridor, areas of groundwater recharge potential and aquatic fragmentation and habitat restoration, the Comprehensive Plan for Ozaukee County: 2035 <http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf> (pages 100, 101, 144, 271, 273, 276, 404) related to aquatic fragmentation, habitat restoration, protection and preservation of environmental corridors, and widening of portions of CTH W, the draft Land and Water Resource Management Plan for Ozaukee County 2021-2030 <https://www.sewrpc.org/SEWRPCFiles/Environment/LandWaterResourceManagementPla/capr-338-OZ-County-Land-and-Water-Resource-Management-Draft.pdf> (pages 22, 136, 243 - 247) relating to identification and removal of fish passage impediments and use of the Fish and Wildlife GIS Tool to prioritize aquatic connectivity and habitat restoration and preservation projects, the County Strategic Plan 2020-2024 <https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24> (pages 9, 13) related to the provide a safe and efficient transportation system for all (II. B. 5) and enhance quality of life assets strategic goals, and the County Board endorsed Regional Water Quality Management Plan Update (pages 271, 273, 276) related to protection of floodplains and groundwater recharge areas. This project is also supported by the Great Lakes Restoration Initiative Action Plan III <https://www.epa.gov/sites/production/files/2019-10/documents/glri-action-plan-3-201910-30pp.pdf> (pages 6, 21-24). This project is also consistent with the Highway Department's identified transportation improvements to CTH W and existing WisDOT LRIP funding and is also supported by SEWRPC and several regional plans. The project is also supported by the Village of Saukville per the adopted resolution.

ANALYSIS: Proposals to the USFWS GLRI FWMA grant program are due in early February, 2023. The USFWS GLRI FWMA grant does not require formal match; however, a 1:1 leveraged amount is highly encouraged. In addition, the accepted WDNR Stewardship Local Assistance grant requires a 50% match, which would be provided by this USFWS GLRI FWMA grant. The Ozaukee County Natural Resources Committee unanimously approved submittal and acceptance of the WDNR Stewardship Local Assistance grant at its March 3, 2022 meeting (Ayes: Jobs, Holyoke, Minkel-Dumit, Ross) and the Ozaukee County Board of Supervisors approved Resolution 21-75 at its April 6, 2022 meeting (Ayes - 20, Nays - 0, Absent - 5). The Ozaukee County Natural Resources Committee unanimously approved acceptance of the budget amendment for the WDNR Knowles-Nelson Local Assistance grant at its September 8, 2022 meeting, and the Ozaukee County Board of Supervisors approved Resolution 22-18 accepting the budget amendment at its October 5, 2022 meeting. Total funding requested under this USFWS GLRI FWMA grant is \$975,000. Recommended leveraged funding will be provided by the secured WDNR Stewardship Local Assistance grant (\$150,000) and WisDOT LRIP funding (\$1,000,000) for a total project cost of \$2,125,000.

FISCAL IMPACT:

Balance Current Year: None (Additional Program Revenue of \$145,000)

Next Year's Estimated Cost: None (Additional Program Revenue of \$830,000)

FUNDING SOURCE:

County Levy:

Non-County Levy: X

Indicate source: Pending USFWS GLRI FWMA grant and secured WDNR Knowles-Nelson Stewardship Local Assistance and WisDOT LRIP grants

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the submittal and acceptance of a grant by the Planning and Parks Department to the U.S. Fish and Wildlife Service Great Lakes Restoration Initiative Fish and Wildlife Management Assistance grant program for acquiring and restoring up to four parcels in the Village of Saukville for floodplain and wetland mitigation and habitat restoration as part of the CTH W road reconstruction and restoration project in partnership with the Ozaukee County Highway Department and Village of Saukville.

ATTACHMENTS:

- Grant Application Summary_CTH W Acquisition_USFWS GLRI_ATSFinal012623 (PDF)
- P&P_Dept_CTH W Acquisition_Restoration Map Packet (PDF)

GRANT APPLICATION SUMMARY

Project Name: Restoration / Acquisition of Lands for Wetland Floodplain Mitigation along CTH W
Grant Name/Agency: USFWS GLRI FWMA **CFDA/State ID:**
Department: Planning & Parks
Total Project Amount: \$2,125,000 **Grant Match Required:** 0%

Exp Acct.
Rev Acct.

Preparer: Matt Aho
Approver: Andrew Struck

Strategy: (Linkages to other planning efforts)

- Regional Water Quality Management Plan Update (P. 271, 273 276)
- POSP for Ozaukee County (P. 12, 15, 29, 38, 82, 84, 94, 99, 106-108, 115)
- Comprehensive Plan for Ozaukee County: 2035 (P.100, 101, 144, 271, 273, 276)
- Strategic Plan: Transportation System & Enhance Quality of Life Assets Goals (P. 9, 13)
- Ozaukee County Land and Water Resource Management Plan (P. 4, 7, 29, 36, 56, 70, 76)

Project Scope and Expectations

- Reconnect Milwaukee River to historic floodplain, wetlands and oxbow
- Alleviate flooding of CTH W, improve road infrastructure and safety
- Land acquisition for right of way, wetland floodplain mitigation and habitat restoration
- Improve and enhance riparian habitat and wetlands
- Increase fish and wildlife habitat - spawning area

Other Grants Supporting Project

	Status	Amount
▪ WisDOT LRIP	Secured	\$1,000,000
▪ WDNR Stewardship	Secured	\$150,000
		\$0
		\$0

Project Partners:

- WDNR
- WisDOT
- MMSD, USFWS
- Private Landowners

Project Landowner Upon Completion:

- Ozaukee County

GRANT EXPENSE	
Operational Expense	\$
Personnel & FB	\$200,000
Travel, Equipment, Misc	\$20,000
Capital Expense	\$
Land Acquisition	\$70,000
Engineering & Design	\$190,000
Construction & Restoration	\$495,000
TOTAL	\$975,000
% PROJECT	46%

GRANT/PROJECT MATCH	
Operational Match	\$
Other Grants	\$
WisDOT LRIP	\$1,000,000
WDNR Stewardship	\$150,000
TOTAL	\$1,150,000
% MATCH	54%

GRANT SUPPORTED STAFF	
Position	\$
Director	
Program Manager	
Conservation Biologist	
Program Assistant II	
Natural Resource Tech	
TOTAL	\$0

DEPARTMENT REVENUES	
Department	\$
TOTAL	\$0

Project Risks:

- Landowner coordination
- Timelines
- Land acquisition appraisal and negotiations

Comments

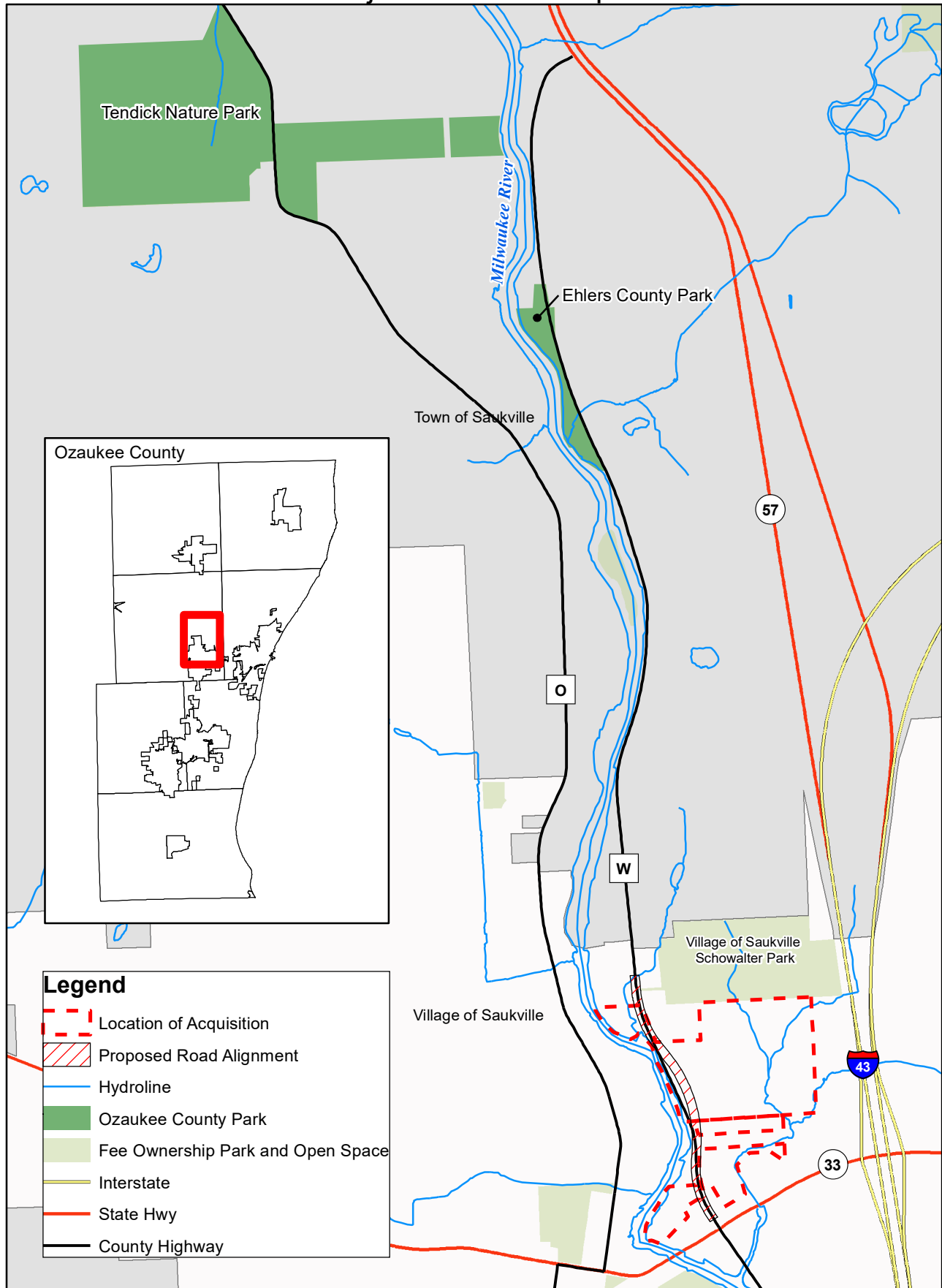
- Joint project with Highway Department
- WisDOT LRIP funds supporting overall project
- Serve as match for other grants

Major Milestones

Major Milestones		Date
Proposal due		Feb-23
Grant award (6-12 months from submittal)		Aug-23
Landowner Coordination / Acquisition		Jun-24
Construction and Restoration		Aug-27
Duration:	4 yrs	Extension: NA

Reconnecting the Milwaukee River to Historic Oxbow - Village of Saukville, Wisconsin Proposed Acquisition Project Project Location Map

8.a.4.b



Attachment: P&P_Dept_CTH W Acquisition_Restoration Map Packet

0 0.175 0.35 0.7 Miles

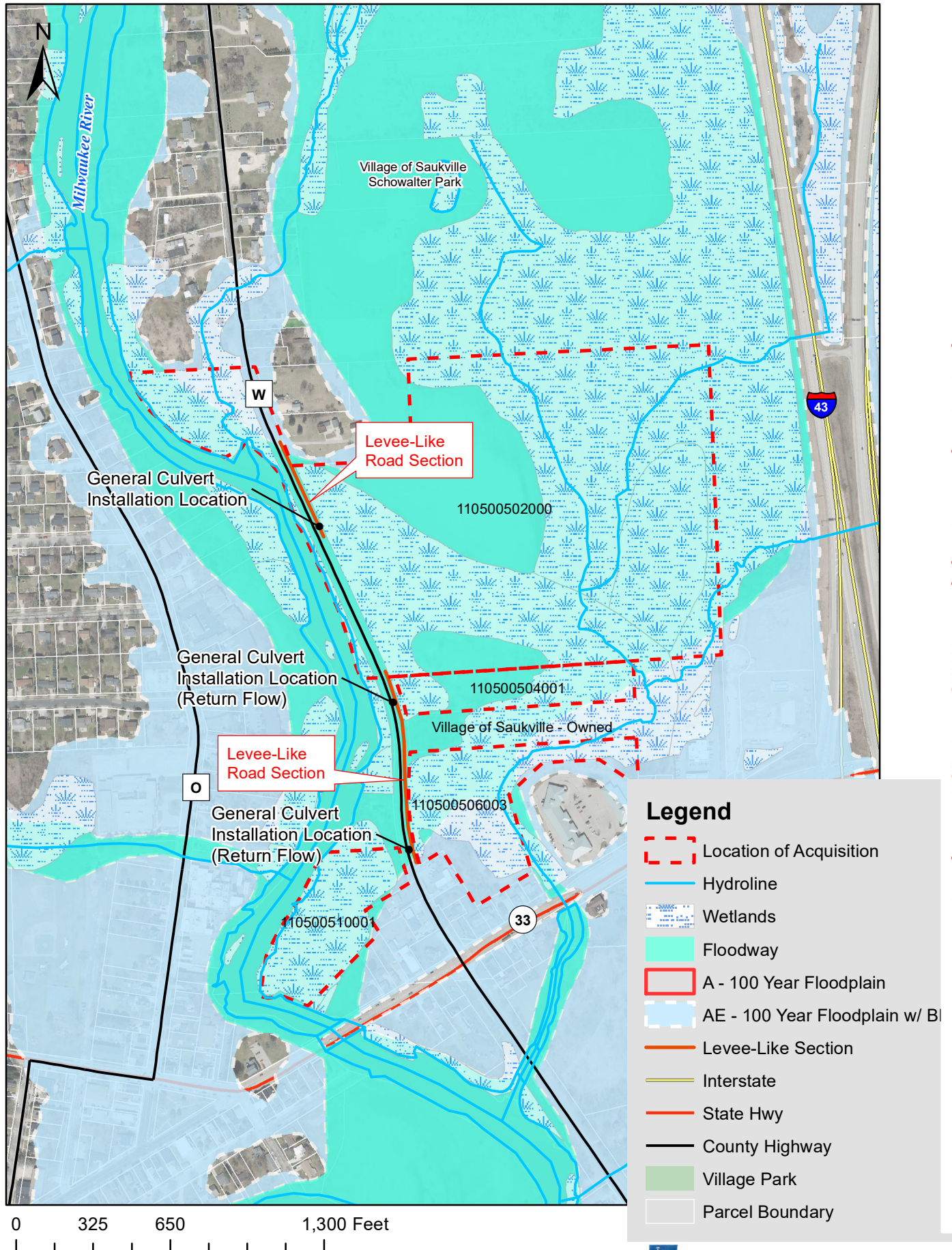


Map Produced By:
Ozaukee County
April, 2022

Packet Pg. 49

Reconnecting the Milwaukee River to Historic Oxbow - Village of Saukville, Wisconsin Proposed Acquisition Project Project Boundary Map

8.a.4.b



Attachment: P&P_Dept_CTH W Acquisition_Restoration Map Packet



Map Produced By:
Ozaukee County
February, 2022

Packet Pg. 50

Reconnecting the Milwaukee River to Historic Oxbow - Village of Saukville, Wisconsin Proposed Acquisition Project Site Plan Map

8.a.4.b



Legend

- Location of Acquisition
- General Project Location
- Proposed Road Alignment
- Existing Culvert
- Proposed Culvert
- Proposed Oxbow
- Hydroline Restoration
- Woodland- Restoration
- Wet Prairie - Restoration
- Wetland Scrape - Restoration
- Canoe/Kayak Launch
- Fishing Access
- Trail
- Boardwalk
- Existing Parking
- Proposed Parking
- County Highway
- Interstate
- State Hwy
- Village Park
- Parcel Boundary (Village)
- Parcel Boundary (Town)

0 250 500 1,000 Feet



Map Produced By:
Ozaukee County
September, 2022

Packet Pg. 51

Attachment: P&P_Dept_CTH W Acquisition_Restoration Map Packet

RESOLUTION NO. (ID # 9169)

OZAUKEE WASHINGTON LAND TRUST HELD CONSERVATION EASEMENT FOR
CLAY BLUFFS CEDAR GORGE NATURE PRESERVE IN THE OZAUKEE COUNTY
PARK SYSTEM

WHEREAS, Ozaukee County, through the Planning and Parks Department, acquired an environmentally significant parcel, known as the Clay Bluffs Cedar Gorge Nature Preserve consisting of 134 +/- acres, part of the NW ¼ and SW ¼, Section 3 and part of the NW ¼, Section 10, T. 10 N., R 22 E., City of Port Washington, Ozaukee County, Wisconsin, as part of the Ozaukee County Park System on August 26, 2022; and

WHEREAS, property acquisition and inclusion into the Ozaukee County Park System protected unique statewide and Great Lakes significant 110-ft-high clay seepage bluffs ecosystem, Cedar Heights Gorge and Port Washington Clay Banks Natural Areas of Local Significance, existing and potentially restorable wetlands, woodland, a deep wooded coastal gorge with a stream draining to Lake Michigan, 0.7 miles of Lake Michigan shoreline and beach, primary environmental corridor and high groundwater recharge areas (as designated by the Southeastern Wisconsin Regional Planning Commission), habitat within two Important Bird Areas (Ozaukee Bight Lakeshore Migration Corridor and Harrington Beach-Kohler Andrae Lakeshore Migration Corridor), as well as migratory bird stopover habitat along the National Lake Michigan Flyway, and outstanding public access to Lake Michigan including the National Lake Michigan Water Trail and Wisconsin Shipwreck Coast National Marine Sanctuary; and

WHEREAS, on March 4, 2015, the Ozaukee County Board of Supervisors adopted Resolution 14-71 outlining the conditions of the acquisition and designation of part of the NW ¼ and SW ¼, Section 3 and part of the NW ¼, Section 10, T. 10 N., R. 22 E., City of Port Washington, Ozaukee County, Wisconsin, as an official Ozaukee County Park in the Ozaukee County Park System for passive-use, non-motorized, outdoor recreational public use, access and development; and

WHEREAS, on September 2, 2015, the Ozaukee County Board of Supervisors adopted Resolution 15-20, an authorizing resolution to assist in funding the proposed land acquisition, whereby the County's net contribution would be \$200,000; and

WHEREAS, on April 12, 2016, Ozaukee County signed a formal Memorandum of Understanding and Intergovernmental Cooperation Agreement between Ozaukee County, the City of Port Washington, and the Ozaukee Washington Land Trust for the acquisition of the Clay Bluffs Cedar Gorge Nature Preserve property; and

WHEREAS, on July 1, 2020, Ozaukee County Board of Supervisors adopted Resolution 20-15 authorizing the acquisition of the Clay Bluffs Cedar Gorge Nature Preserve (134 +/- acres) for inclusion in the Ozaukee County Park System and reaffirming the \$200,000 County match contribution and directing the Planning and Parks Department to seek out additional grant funding to cover the balance of the initial acquisition cost; and

WHEREAS, the \$200,000 County contribution, secured \$300,000 Phase I and \$261,000 Phase II US Fish and Wildlife Service Joint Venture Program grants, a secured \$538,290 US Fish and Wildlife Service National Coastal Wetlands Conservation Program grant, a secured \$600,000 US Forest Service Community Forest Program grant, an awarded \$250,000

WCMP/NOAA grant, an awarded \$450,000 Wisconsin Department of Natural Resources Office of Great Waters / USEPA Great Lakes Restoration Initiative grant, a \$10,000 Town of Grafton contribution and additional funding from the Ozaukee Washington Land Trust (private donations and awarded state ARPA funding) supported the overall acquisition costs for the 134 +/- acre Nature Preserve; and

WHEREAS, the Ozaukee Washington Land Trust assisted with the purchase of the property and simultaneously conveyed the property to Ozaukee County at closing, and;

WHEREAS, a conservation easement held by the Ozaukee Washington Land Trust was a condition of the acquisition agreement and property transfer to Ozaukee County to protect the property's ecological value in perpetuity; and

WHEREAS, the Ozaukee Washington Land Trust currently holds a conservation easement (recorded 04/20/2005, document 0815918) for Lion's Den Gorge Nature Preserve in the Ozaukee County Park System; and

WHEREAS, the Ozaukee Washington Land Trust provided a draft conservation easement for Clay Bluffs Cedar Gorge Nature Preserve that has been reviewed by the Planning and Parks Department, federal funding agencies and County Corporation Counsel; and

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors approves the conservation easement to be held by the Ozaukee Washington Land Trust for Clay Bluffs Cedar Gorge Nature Preserve; and

FURTHER RESOLVED, the final execution of the conservation easement is contingent upon final Corporation Counsel review and approval of form and content; and

FURTHER RESOLVED, the Resource Management Plan (County Park Master Plan) identified in the conservation easement is contingent upon future Ozaukee County Board of Supervisors and Corporation Counsel review and approval of form and content.

Dated at Port Washington, Wisconsin, this 1st day of March, 2023.

SUMMARY: Authorize Ozaukee Washington Land Trust Held Conservation Easement for Clay Bluffs Cedar Gorge Nature Preserve in The Ozaukee County Park System.

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	February 2, 2023
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Andrew Struck

Agenda Summary Ozaukee Washington Land Trust Held Conservation Easement For Clay Bluffs Cedar Gorge Nature Preserve In The Ozaukee County Park System

BACKGROUND INFORMATION: On July 1, 2020, the Ozaukee County Board of Supervisors passed Resolution 20-15 (ayes 20, nays 3) authorizing the acquisition of the 132 +/- acre Clay Bluffs Cedar Gorge Nature Preserve area in the City of Port Washington for inclusion in the Ozaukee County Park System. The Ozaukee County Planning and Parks Department (Department), in conjunction with the Ozaukee Washington Land Trust (OWLT), acquired Clay Bluffs Cedar Gorge Nature Preserve (Nature Preserve) for formal incorporation into the Ozaukee County Park System on August 26, 2022. The acquisition was supported by Federal and State grant awards, Ozaukee County and local municipality contribution (e.g. Town of Grafton), and private fundraising (OWLT). The Planning and Parks Department secured \$2.6 million (including the County contribution). Federal and State funding agencies included: the United States Forest Service (USFS) Community Forest Program, Wisconsin Coastal Management Program (WCMP)/National Oceanic Atmospheric Administration (NOAA), United States Fish and Wildlife Service (USFWS) Joint Venture Program and National Coastal Wetland Conservation Program and United States Environmental Protection Agency (USEPA)/Wisconsin Department of Natural Resources (WDNR) Office of Great Waters. A conservation easement held by OWLT for the Nature Preserve was a condition of the acquisition agreement and property transfer from OWLT to Ozaukee County, which will protect the land from development and preserve its conservation values in perpetuity. The easement is guided by a draft Park Master Plan for the Nature Preserve, which includes the USFS grant-required Community Forest Plan.

ANALYSIS: OWLT has provided a draft conservation easement for the Nature Preserve which has been reviewed and edited by Department staff and Ozaukee County Corporation Counsel (included in this NRC packet). This conservation easement is similar to an existing conservation easement held by OWLT for Lion's Den Gorge Nature Preserve. Final execution of this conservation easement is contingent upon Ozaukee County Natural Resources Committee, County Board and Corporation Counsel review and approval of form and content. The complete Park Master Plan, including the USFS grant required Community Forest Plan, which will guide development of the property will be brought to Committee for approval at a separate meeting.

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the Conservation Easement, to be held by the Ozaukee Washington Land Trust, for Clay Bluffs Cedar Gorge Nature Preserve in the Ozaukee County Park System.

ATTACHMENTS:

- AS2023_NRC02022023_CBCGNP_OWLTConservationEasement_Draft1.24.23 (PDF)
- P&P_Dept_CBCGNP_GrantProjectAreas_7.27.22 (PDF)
- P&P_Dept_CBCGNP_ConceptualSitePlan_11.14.22 (PDF)

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GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS (this “**Grant**”) dated this ____ day of _____, 2022 (the “**Easement Date**”) is by and between OZAUCKEE COUNTY, a Wisconsin quasi-municipal corporation (the “undersigned **Landowner**” whether one or more), and THE OZAUCKEE WASHINGTON LAND TRUST, INC., a Wisconsin non-profit corporation (hereinafter the “**Easement Holder**”). Undersigned Landowner and Easement Holder agree that the “Effective Date” of this Grant shall be the date this Grant is recorded in the Office of the Register of Deeds for Ozaukee County.

BACKGROUND, RECITALS:

A. Protected Property.

The undersigned Landowner holds title in fee-simple to certain real property, consisting of approximately one hundred thirty-one and eight tenths (131.8) acres of real property located in the City of Port Washington, Ozaukee County, Wisconsin (hereinafter the “**Protected Property**”) and which is legally described in Exhibit A attached hereto.

The Protected Property is depicted on the “Protected Property Map” attached hereto as Exhibit B. In the event of discrepancy between Exhibit A and Exhibit B regarding the boundary of the Protected Property, Exhibit A shall prevail.

The Protected Property is subject to certain restrictions or protections other than those created by this Grant, and are identified in Exhibit C (the “**Funder Restrictions**”). This Grant is, and in perpetuity shall be, subject to, in all respects, the Funder Restrictions identified in Exhibit C so long as such restrictions remain in force and effect and apply to their respective encumbered portion of the Protected Property.

B. Conservation Values.

The Protected Property, in its present state, contains significant relatively natural habitat for aquatic and terrestrial wildlife, associated natural vegetative communities, open space, scenic and outdoor recreational values of importance to the undersigned Landowner, Easement Holder, the people of Wisconsin and the federal conservation agencies listed in Exhibit C. Landowner and Easement Holder understand and acknowledge that certain of these values will likely evolve over time with the restoration and enhancement activities contemplated herein, as well as evolutionary and ecological processes including changing weather patterns and climate. The above general natural features and attributes and the more specific natural features and characteristics of the Protected Property described in this Section B, and as may be further detailed in the Baseline Documentation Report referenced in Section C herein, shall be known collectively as the “**Conservation Values**” of the Protected Property. The Existing Improvements, Additional Improvements, activities and uses, and any other Reserved Rights described in this Grant, when exercised pursuant to the terms of this Grant, shall not be considered to adversely impact the Conservation Values.

(i.) *Outdoor Recreation and Education:*

The Protected Property was identified in the A Park and Open Space Plan for Ozaukee County - 2035 to provide for unmet outdoor recreational needs in the Ozaukee County Park System - namely passive, non-motorized recreational opportunities. The Protected Property also provides a unique opportunity for future connection to directly connect to the Ozaukee Interurban Trail, one of the fastest growing recreational trails in the state, and Lion’s Den Gorge Nature Preserve (a eCounty Park). The proposed off-road, multi-use trail extension will parallel Lake Shore Road and connect downtown Port Washington, with its parks and amenities, the Ozaukee Interurban Trail, and Lion’s Den Gorge Nature Preserve. The property also supports a unique opportunity to connect to, expand and fill a gap in the Lake Michigan Water Trail; an initiative of the state, regional, local and federal governments.

The Conservation Objectives of this Grant includes preservation of the Protected Property for outdoor recreation and education for substantial and regular use by the public. This Conservation Value is protected by covenants and servitudes contained in this Grant and the Landowner’s intention to provide

opportunities including: public access to the Lake Michigan shoreline; a rest area for the National Lake Michigan Water Trail; cross-country skiing, snowshoeing, hiking, wildlife viewing and bird watching; restoration and management of the native landscapes and habitat; scientific research, nature-based education, appreciation of coastal resources, enjoyment of Ozaukee County's unique cultural and natural resources; public access to and from the Wisconsin Shipwreck Coast National Marine Sanctuary; and other similarly compatible passive, non-motorized outdoor recreational and educational uses.

(ii.) Protection of Relatively Natural Habitat or Similar Ecosystem:

The Protected Property includes significant habitat for fish and wildlife, including their supporting plant communities and ecosystems, all in a relatively natural state.

More specifically, the Protected Property currently exhibits the following important natural habitat features:

1. Over 3,500 linear feet of sensitive Lake Michigan bluffs, scenic overlooks and shoreline;
2. The following features as delineated by the Southeastern Wisconsin Regional Planning Commission (SEWRPC) in its *Natural Areas and Critical Species Habitat Protection and Management Plan for the Southeastern Wisconsin Region*: wetlands, Primary Environmental Corridor, the *Cedar Heights Gorge*, a 9-acre Natural Area of Local Significance (NA3), and the *Port Washington Clay Banks*, a 35-acre Natural Area of Local Significance (NA3);
3. Habitat for Species of Local Conservation Interest (SLCI) per the *Ozaukee County Fish and Wildlife Habitat GIS Prioritization Decision-support Tool*;
4. Is part of two Important Bird Areas, namely, the *Ozaukee Bight Lakeshore Migration Corridor* and the *Harrington Beach-Kohler Andrae Lakeshore Migration Corridor*; and
5. Is part of the National Great Lakes / Lake Michigan Migratory Bird Flyway.

The Conservation Objectives of this Grant include the preservation and restoration of the relatively natural habitat and similar ecosystems present on the Protected Property. This Conservation Value is protected by covenants and servitudes contained in this Grant and the parties' commitment to prohibiting Improvements, uses and activities on the Property that would degrade sensitive natural habitat, soil health and water quality and be otherwise averse to overall ecosystem health. Furthermore, this Grant seeks to further enhance this Conservation Value through: (i) promoting restoration to native, regionally appropriate vegetation communities, as informed by wildlife monitoring and needs assessments, to maintain a healthy and biologically diverse landscape that supports native wildlife; in particular, locally and regionally rare species (e.g. short-eared owl habitat); (ii) maintaining native land cover and promoting land uses that are effective in reducing adverse impacts on the quality and quantity of subsurface and surface waters and wetlands; and (iii) promoting uses and activities that enhance and sustain the natural fertility-soil health and restorative quality of its soils to support healthy and vigorous native plant communities.

(iii.) Preservation of Open Space:

The Protected Property, in its present state, provides the public with scenic enjoyment from Lake Shore Road and from the waters of Lake Michigan, including the National Marine Sanctuary. The upland topography consists of gently rolling fields, wetlands and woodlands from the western boundary along Lake Shore Road toward the lake bluff face. Viewed from the lake, the eastern boundary consists of a natural pebble shoreline with steep lakefront bluffs rising approximately 100+20 to 110+70 feet from the water's edge.

Conservation Objectives of this Grant include the preservation of the significant open space benefits of the Protected Property by prohibiting development that would otherwise irreparably degrade the scenic character of the landscape and lake panoramas enjoyed from these publicly accessible areas and from the National Marine Sanctuary. This Conservation Value is protected by covenants and servitudes contained in this Grant and the parties' commitment to maintaining for the benefit of current and future generations these essential scenic aesthetic characteristics.

Governmental Policy - The economic health of Wisconsin is closely linked to its natural landscapes which provide much of Wisconsin's scenic beauty upon which the state's tourism and recreation industries depend. Preservation of open space on this Protected Property is pursuant to clearly delineated State and local governmental conservation policy, yielding a significant public benefit.

Preservation of the Conservation Values of the Protected Property serves the following public policies:

- a. The common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provide for the creation and conveyance of conservation easements to retain and protect the natural, scenic and open space values of real property, to assure its availability for forestry, recreation or other open space uses; to protect natural resources; to maintain or enhance air or water quality; or to preserve historical, architectural, archaeological or cultural sites.
- b. The Great Lakes and their shorelines are identified by the *Wisconsin's Wildlife Action Plan (2005-2015): Priority Conservation Actions & Conservation Opportunity Areas* as a Conservation Opportunity Area of Global Significance in the Central Lake Michigan Coastal Ecological Landscape. Additionally, Lake Michigan is a Natural Heritage Inventory (NHI) Water and is considered an Area of Special Natural Resources Interest (ASNRI). The NHI Program identifies waters or portions of waters inhabited by any endangered, threatened, special concern species or unique ecological communities.

Acquisition and restoration of the Protected Property supports the recommendation of the Wildlife Action Plan and Lake Michigan's ASNRI designation by protecting and managing unique Lake Michigan shoreline features, coastal forest habitat, wetlands, and migratory bird concentration sites essential to the long-term viability of the species of greatest conservation need in this landscape. This acquisition also plays a vital role in maintaining and restoring the integrity of locations on Lake Michigan and its shoreline that receive significant heavy bird use (e.g., designated Important Bird Areas.)

- c. The *Park and Open Space Plan for Ozaukee County: 2035* adopted by the Ozaukee County Board on June 1, 2011, recommends, as a high priority, the formal addition of parcels in the Lion's Den Gorge Project Acquisition Area to the Ozaukee County Park System. The Protected Property is one such parcel within this Project Acquisition Area.

C. Baseline Documentation.

The Baseline Documentation Report (hereinafter the "**Baseline Documentation**") is incorporated herein by this reference, and a copy is kept on file at the offices of Easement Holder. The parties hereto acknowledge the Baseline Documentation, executed and dated _____, is sufficient to establish an accurate representation of the Protected Property's condition at the time of this Grant, and is intended to serve as an objective, though not exclusive, information baseline for monitoring compliance with the provisions of this Grant. It is understood by the parties hereto that the Baseline Documentation may be used by Easement Holder to establish that a change in the use or character of the Protected Property has occurred, but the existence of the Baseline Documentation shall not preclude Easement Holder's or Landowner's use of other evidence to establish the condition of the Protected Property as of the date of this Conservation Easement. If any conflict exists between the Baseline Documentation and this Grant, this Grant shall prevail. A copy of the title page and signature page(s) of the Baseline Documentation are attached to this Conservation Easement as **Exhibit XX**.

D. Qualified Non-Profit Organization.

The Easement Holder is a publicly supported, tax exempt organization described in Sections 501(c)(3) and 509(a)(1) of the Code, and a "qualified organization" within the meaning of Section 170(h) of the Code, as those sections may be amended from time to time, and in the regulations promulgated thereunder. The Easement Holder is also eligible to hold conservation easements under Section 700.40(1)(b)(2) of the

Wisconsin Statutes, as a Wisconsin nonstock corporation among whose purposes are the preservation, protection and enhancement of real property in its natural, scenic, open space, historical and/or undeveloped condition, and the preservation of the ecological integrity of the lands and waters therein. The Easement Holder maintains an Easement Stewardship Fund for the legal defense of this Grant and the protection of the Conservation Values of the Protected Property.

E. **Conservation Intent.**

The undersigned Landowner and Easement Holder recognize the significant Conservation Values of the Protected Property and share the common goal of preserving these natural resource values, in perpetuity, through attaining and maintaining the Conservation Objectives of this Grant. The undersigned Landowner, through this Grant, intends to place restrictions on the use of the Protected Property to protect the Conservation Values, in perpetuity, preventing use, fragmentation or Development of the Protected Property for any purpose or in any manner that would conflict with the provisions of this Grant. The undersigned Landowner further intends to convey to the Easement Holder, and the Easement Holder intends to accept, the right to monitor and enforce these restrictions in order to preserve, enhance and protect the Protected Property and its Conservation Values for the benefit of this generation and generations to come.

F. **Defined Terms.**

Initially capitalized terms not defined elsewhere in this document are defined in Article 10.

ARTICLE 1. GRANT TO EASEMENT HOLDER

In consideration of the ~~statements~~facts -recited above, the mutual covenants contained herein, and other good and valuable consideration the receipt and sufficiency of which is hereby acknowledged by the undersigned parties, and pursuant to the laws of the State of Wisconsin and in particular Wisconsin Statute Section 700.40, the undersigned Landowner hereby voluntarily grants and conveys to the Easement Holder a perpetual, unconditional and irrevocable conservation easement over, in and to the Protected Property, (herein the “**Conservation Easement**”) creating certain restrictive covenants and equitable servitudes, as set forth herein, for the benefit of the Easement Holder that will bind and run with the Protected Property, and also to the Easement Holder affirmative rights to monitor and enforce such restrictive covenants in order to achieve the Conservation Objectives of the Protected Property as described herein.

1.01 **Purposes, Conservation Objectives.**

The Purposes of this Conservation Easement (collectively the “**Conservation Objectives**”) are:

- (a) **Preserve Conservation Values.** To preserve, advance and protect, in perpetuity, the Conservation Values of the Protected Property as contemplated herein and as they may be enhanced or evolve over time.
- (b) **Prevent Inconsistent Use.** To prevent any activity on or use of the Protected Property that is not specifically permitted herein or which would impair or interfere with the Conservation Values of the Protected Property.
- (c) **Prevent Inconsistent Development.** To prevent intrusion or Development of the Protected Property that would impair or interfere with the Conservation Values of the Protected Property, including the essential natural and scenic quality of the Protected Property and government conservation policy noted in section B (iii).

1.02 **Easement Areas.**

To more effectively advance the Conservation Objectives, Exhibit D contains a graphic depiction of the Protected Property (hereinafter the “**Easement Area Plan**”) showing, among other details, the location of one

or more of the following areas – the Highest Protection Area, the Standard Protection Area, and the Minimal Protection Area.

- (a) **Highest Protection Area.** One Highest Protection Area is delineated within the Protected Property, that being the approximately 125-acre area labeled as such on the Easement Area Plan and comprised of the delineated areas encumbered by the Funder Restrictions described and depicted in Exhibit C. Conservation Objectives for this area focus on protecting, restoring and enhancing the richness of biodiversity and natural habitat, providing public access and viewing to the scenic and open space features, and limiting activities, uses and Improvements to so that they do not impair or otherwise become detrimental to the Conservation Values of the Highest Protection Area.
- (b) **Standard Protection Area.** There is no Standard Protection Area within the Protected Property.
- (c) **Minimal Protection Area .** ~~There is no Minimal Protection Area within the Protected Property.~~ Conservation Objectives for this area are intended to accommodate, subject to moderate constraints, activities, uses, and Improvements directly supporting or ancillary to county park uses and activities permitted herein, confining them to the Minimal Protection Area where they will not impair or otherwise be detrimental to the Conservation Values of the Protected Property. Two Minimal Protection Areas are delineated within the Protected Property: (1) an approximately 1-acre area located at the northwest corner of the property labeled ‘Access Road’ on the Easement Area Plan including, but not limited to, providing for bicycle parking associated with the planned bike trail along Lake Shore Road, and for maintenance and emergency-infrequent vehicular access to support permitted activities and uses on the north side of the gorge; and (2) an approximately 5-acre area near the southwest corner of the Protected Property along Lake Shore Road labeled ‘Park Infrastructure’ on the Easement Area Plan including, but not limited to, accommodate county park-supporting facilities (e.g. parking lot, park road, visitor pavilion, public restrooms etc.).

1.03 Landowner’s Reserved Rights.

Landowner reserves all rights and responsibilities pertaining to their ownership of the Protected Property, except for those rights specifically granted to Easement Holder in this Grant. Landowner shall not, however, exercise its reserved rights in a manner that adversely affects or is likely to adversely affect the maintenance or attainment of the Conservation Objectives or is otherwise inconsistent with the protection of the Conservation Values of the Protected Property. To the extent such activity is not otherwise subject to Review under this Grant, Landowner agrees to notify Holder before exercising reserved rights that may have an adverse impact on the Conservation Values associated with the Protected Property.

1.04 Mineral Interests.

The undersigned Landowner represents that no Person has retained a “**Mineral Interest**” (defined below) in the Protected Property. Furthermore, the mining or extraction of any Mineral Interest on or from the Protected Property is prohibited. From and after the Effective Date, the grant of such an interest is prohibited and Easement Holder has the right to prohibit the exercise of such a right or interest if granted in violation of this provision. The provisions of this section supplement and, to the extent of an inconsistency, supersede provisions set forth elsewhere in this Grant. As used in this Section 1.04 “**Mineral Interest**” means any ownership interest or other right to access, utilize, or remove surface and/or subsurface minerals or other natural resources from the Protected Property. For the avoidance of doubt, Mineral Interest includes hard-rock and other minerals such as, but not limited to, gold, iron ore, and copper, as well as sand, gravel, aggregate, sandstone and limestone, and hydrocarbons. For the avoidance of doubt, Removal of surface soils for the purpose of Development in the Minimal Protection Area or restoration work throughout the Protected Property is permitted, provided such activities are consistent with the terms of this Grant and the Conservation Values.

ARTICLE 2. TRANSFER - SUBDIVISION

This Article 2 serves to regulate the transfer of a portion of the Protected Property independent of the remainder of the Protected Property; to regulate the number, size, and configuration of Lots within the Protected Property; and to foreclose opportunities to use the conservation achieved by this Conservation Easement to increase the density of Development on or outside the Protected Property.

2.01 Prohibitions.

All of the following are prohibited except as specifically set forth as permitted in Section 2.02 herein:

- (a) **Transfer of Portion of Protected Property.** Transfer of ownership, possession, or use of a portion of the Protected Property, including subsurface portions of the Protected Property, independent of the remainder of the Protected Property. The Protected Property shall only be granted, sold, exchanged, devised, gifted, transferred or otherwise conveyed in unified title as one (1) parcel. The intent of this sub-section is to prohibit the conveyance of the Protected Property except as a whole, regardless of whether or not it now consists of separate parcels, was acquired as separate parcels, or is treated as separate parcels for property tax, zoning or other purposes.
- (b) **Subdivision.** Change in the boundary of a Lot or other Subdivision of the Protected Property. Ownership of the Protected Property as “Tenants in Common” shall not be considered a Subdivision of the Protected Property in any manner.
- (c) **Transfer of Density.** Use of open space area protected under this Grant to increase (above limits otherwise permitted under Applicable Law) allowable density or intensity of Development within other portions of the Protected Property or outside the Protected Property.
- (d) **Transfer of Rights.** Transfer of Development rights or other rights granted or allocated to the Protected Property in support of Development outside the Protected Property.

2.02 Permitted Changes.

The following changes are permitted subject to the requirements of Section 2.03 below:

- (a) **Lots within Protected Property.** If the Protected Property contains more than one Lot, Landowner may (1) merge two or more Lots into a single Lot in such a way that does not alter the perimeter of the Protected Property; or (2) subject to Review, reconfigure one or more of the internal boundaries of such Lots except any boundary of such Lots that is also the perimeter boundary of the Protected Property as described in Exhibit A (“Reconfiguration.”)
- ~~(b) **Transfer to Qualified Organization.** Creation and transfer of a Lot to a Qualified Organization for a nature preserve, public trail, or other conservation purposes approved by Easement Holder after Review.~~
- ~~(c)~~ **Transfer of Rights of Possession or Use.** Subject to Review, transfer of possession or use (but not ownership) of one or more portions of the Protected Property, including subsurface portions of the Protected Property, for purposes permitted under, and subject to compliance with, the terms of this Grant. Examples of such rights of possession or use includes farm leases and utility easements. Leases and rentals of space within Improvements are not subject to Review.
- ~~(d)~~ **Property Boundary Adjustments.** Portions of the Protected Property may be conveyed to abutters only to the extent necessary to resolve *bona fide* boundary disputes, to clarify or update old legal descriptions and/or to correct survey errors.

2.03 Requirements.

- (a) **Establishment of Lots; Allocations.** Prior to transfer of a Lot following a Subdivision or Reconfiguration, Landowner must (1) furnish Easement Holder with the plan of Subdivision or Reconfiguration approved under Applicable Law and legal description of each Lot created or reconfigured by the Subdivision; (2) mark on the plan the boundaries of each Lot with permanent markers; and (3) depict or describe in a document recorded in the Public Records those limitations applicable to more than one Lot under this Grant, and any reserved rights Landowner does not intend to transfer to prospective transferee. Any change pursuant to this provision shall become part of the Baseline Documentation.
- (b) **Amendment.** Easement Holder may require Landowner to execute an Amendment of this Grant, pursuant to Section 6.03, to reflect a change to the description of the Protected Property set forth in Exhibit A or other changes and allocations resulting from Subdivision that are not established, as determined by the sole discretion of Easement Holder, by recordation in the Public Records of the plan of Subdivision approved under Applicable Law.
- (c) **Notice, Subsequent Landowners.**
 - (1) Not less than thirty (30) days prior to transfer of the Protected Property or a Lot, Landowner must notify Easement Holder, pursuant to Section 9.01 of this Grant, of the name(s) and address for notices of the Person(s) who is proposed to become Landowner following the transfer.
 - (2) Landowner authorizes Easement Holder to (i) contact the Persons to whom the Protected Property or Lot will be transferred, and other Persons representing Landowner or the prospective transferees, to discuss with them, without making interpretations or assertions, this Grant and, if applicable, other pertinent documents; and (ii) enter the Protected Property to assess compliance with this Grant.
- (d) **Instrument to Reference Grant.** Landowner shall incorporate the terms of this Grant by reference in any subsequent deed or other legal instrument, including leases, by which the Landowner transfers any interest in all or part of the Protected Property, substantially as follows:

“This (conveyance, lease, mortgage, easement, etc.) is subject to a Grant of Conservation Easement that runs with the land, in perpetuity, and which was granted to The Ozaukee-Washington Land Trust, Inc. by instrument dated (insert date) and recorded in the office of the Register of Deeds for Ozaukee County, Wisconsin, as Document No. (insert number).”
- (e) **Ending Continuing Liability.** If Easement Holder is not notified per the requirements of this Section 2.03, it is not the obligation of Easement Holder to determine whether a violation first occurred before or after the date of the transfer. The pre-transfer Landowner continues to be liable on a joint and several basis with the post-transfer Landowner for the correction of violations under this Grant until such time as Easement Holder is given the opportunity to inspect the Protected Property and all violations noted in Easement Holder’s resulting inspection report are cured.
- (f) **Updated Baseline Documentation.** Any change pursuant to Sections 2.02 and 2.03 herein shall be documented in an update to the Baseline Documentation signed by Landowner and Easement Holder.
- (g) **Validity of Grant Preserved.** The failure of Landowner to perform any act required by this Section 2.03 shall not impair the validity of this Grant or limit its enforceability in any way.

ARTICLE 3. HIGHEST PROTECTION AREA

3.01 Improvements.

Improvements within the Highest Protection Area are prohibited except as permitted in this Section 3.01.

- (a) **Existing Improvements.** Existing Improvements as depicted and labeled on Exhibit B may be maintained, repaired, and replaced in their substantially existing locations. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.
- (b) **Existing Servitudes.** Improvements that Landowner is required to allow because of an Existing Servitude, are permitted.
- (c) **Additional Improvements.** The following Additional Improvements are permitted:
 - (1) Fences, walls, and gates around the perimeter of the Protected Property that are designed and constructed so as to minimize habitat fragmentation, impedance of the free movement of wildlife, and adverse impacts on Conservation Values. Fencing, walls, and gates within the perimeter of the Protected Property serving legitimate management purposes and objectives, and for public health and safety may be permitted upon Review. No Additional Improvement described in this provision shall exceed five (5) feet in Height without Review unless for natural area management.
 - (2) Signs other than Regulatory Signs are limited to a maximum of eight (8) square feet per sign. To further protect the Protected Property's scenic and open space values, signs permitted herein shall not exceed eight (8) feet in Height except the Park entrance signage and shall not be illuminated.
 - (3) Bird and bat houses and similar habitat enhancement devices.
 - (4) Trails, provided that they: (i) do not exceed eight (8) feet in width with the exception of the multi-use, paved trail; (ii) are maintained as natural vegetated surfaces or covered (if at all) by wood chips or other highly porous surfacing, except as required for ADA accessible trails and the multi-use, paved trail; and (iii) are constructed and maintained to be protective of natural habitat and water quality. Trails exceeding eight (8) feet in width and/or constructed with impermeable surfaces may be allowed to facilitate public access when incorporated into a Resource Management Plan approved after Review.
 - (5) Subject to Review if not consistent with the Resource Management Plan or amendments, observation platforms and towers, kiosks, seating, boardwalks, stairways, puncheons, footbridges, stream crossing structures, and waterbody access structures.
 - (6) Improvements permitted through a Resource Management Plan approved after Review by Easement Holder.

3.02 Activities and Uses.

Activities and uses within the Highest Protection Area are prohibited except as permitted in this Section 3.02 and provided in any case that: (i) the intensity or frequency of the activity or use does not adversely affect maintenance or attainment of the Conservation Objectives; (ii) the activity or use is designed to minimize the introduction or spread of minimizeminimal Invasive Species are introducedintroductions; and (iii) the activity is consistent with a Resource Management Plan (if any).

- (a) **Existing Servitudes.** Activities and uses that Landowner is required to allow because of an Existing Servitude are permitted.

(b) **Resource Management and Disturbance.** The following activities and uses are permitted:

- (1) Disturbance of resources to the extent reasonably prudent to remove, mitigate, or warn against an unreasonable risk of harm to Persons, their belongings, improvements, or health of Native Species on or about the Protected Property. Examples of such disturbance include cutting “hazard trees and limbs” (as defined by the USDA Forest Service) and removing Invasive Species. Landowner must take such steps as are reasonable under the circumstances to consult with Easement Holder prior to taking actions that, but for this provision, would not be permitted or would be permitted only after Review.
- (2) Planting, replanting, and maintaining Native Species or, subject to Review, planting, replanting, and maintaining other vegetation to advance the Conservation Objectives of the Highest Protection Area.
- (3) Removal of Invasive Species and, subject to Review, removal of other vegetation to accommodate replanting as permitted in this Article.
- (4) Construction of permitted Improvements with prompt restoration of soil and vegetation disturbed by such activity.
- (5) Vehicular use in the case of emergency, maintenance, restoration, restoration and in connection with activities or uses permitted under this subsection.
- (6) Cutting or removing trees, dead standing and fallen, but only to the extent consistent with maintaining forest ecological integrity and diversity, and only for use within the Protected Property.
- (7) Application of manure and plant material (both well composted) and, subject to compliance with manufacturer’s recommendations, substances to promote the health and growth of Native Species. Provided however, that these permitted substances do not include sludge, bio-solids, septic system effluent, and related substances. It is the intent of the Easement Holder and Landowner that applications of biocides including chemical herbicides, pesticides, fungicides and other toxic agents to, for example, control Invasive Species be minimized and, whenever used, are part of an integrated management approach and applied in strict accordance with manufacturer’s recommendations.
- (8) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Highest Protection Area.
- (9) Other activities that Easement Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan or other plan approved for that activity after Review.

(c) **Outdoor Recreation and Education.** Recreational, educational, and scientific research activities are permitted that do not require Improvements other than those permitted within Section 3.01 and do not adversely affect maintenance or attainment of the Conservation Objectives. Such activities include: (1) using trails, observation platforms and towers, pedestrian bridge(s), boardwalks and stairways for walking, hiking, and or cross-country skiing; (2) reasonable use of self-propelled and power-driven mobility devices by persons who have mobility impairments on trails designed for such purposes as described and depicted by a Resource Management Plan; (3) bird watching, nature study, fishing, and hunting; and (4) wildlife and habitat monitoring and research consistent with and in furtherance of the Conservation Objectives.

- (d) **County Park Master Plan.** The undersigned Landowner has prepared a draft planning document titled *Clay Bluffs Cedar Gorge Nature Preserve, Ozaukee County Park System, Park Master Plan*, (the **Master Plan**) laying out a plan for development and use of the Protected Property. The Master Plan includes; (1) ecological restoration; (2) vegetation management for erosion control and invasive species management; (3) surface and groundwater evaluation; (4) passive-use, low impact recreation plans; (5) education and outreach; (6) planned future improvements; and, (7) a funding plan to detail phasing and funding opportunities to implement the plan. A copy of the current draft of the Master Plan is included in the Baseline Documentation. When finalized and approved after Review, the Master Plan will be the Resource Management Plan for the Protected Property. Prior to approval of the Master Plan by Easement Holder, decisions or actions provided herein that may be undertaken only if and to the extent permitted pursuant to a Resource Management Plan shall only be undertaken if and to the extent the parties agree in advance in writing.
- (e) **Forestry Plan.** Any Forestry Plan prepared by Landowner after the Effective Date of this Grant shall be subject to Review and, if approved by the Easement Holder, shall be considered a part of the Resource Management Plan, but shall not be considered a replacement for the Resource Management Plan. The parties acknowledge that a portion of the Protected Property is encumbered by the U.S. Forest Service (USFS) through its Community Forest Program (CFP) (further described in Exhibit C), and as such the undersigned Landowner is required within 120-days of acquisition of the Protected Property to submit for approval to the USFS a plan for managing the lands so encumbered. It is acknowledged that when the USFS approves the CFP Forestry Plan, the Landowner is obligated to manage the encumbered property according to the CFP Forestry Plan regardless of approval by the Easement Holder.

ARTICLE 4. STANDARD PROTECTION AREA

There is no Standard Protection Area within the Protected Property.

ARTICLE 5. MINIMAL PROTECTION AREA

5.01 Improvements.

Improvements within the Minimal Protection Area are prohibited except as permitted below in Section 5.01.

- (a) **Permitted under Preceding Articles.** Improvements permitted under Article 3 are permitted.
- (b) **Additional Improvements.** The following Additional Improvements are permitted:
- (1) Site Improvements servicing activities, uses or Improvements permitted herein within the Protected Property. Utility Improvements must be underground or, subject to Review, may be aboveground where not reasonably feasible to be installed underground.
 - (2) Public amenity Improvements in the Master Plan, approved by Easement Holder after Review. Prior to approval of the Master Plan by Easement Holder, Improvements provided for herein ~~that may be undertaken only if and to the extent permitted pursuant to a Resource Management Plan shall only be undertaken if and to the extent~~ if the parties agree in advance in writing.

5.02 Activities and Uses.

Activities and uses within the Minimal Protection Area are prohibited except as permitted below in this Section 5.02 and provided in any case that: (i) the intensity or frequency of the activity or use does not adversely affect maintenance or attainment of Conservation Objectives; (ii) ~~no minimal Invasive Species are introduced~~ the activity or use is designed to minimize the introduction or spread of Invasive Species; and (iii) the activity is consistent with a Resource Management Plan (if any).

- (a) **Permitted under Preceding Articles.** Activities and uses permitted under Article 3 are permitted.

- (b) **Disturbance of Resources.** Disturbance of resources within the Minimal Protection Area is permitted for purposes reasonably related to activities or uses permitted within the Protected Property.
- (c) **Release and Disposal.**
 - (1) Disposal of sanitary sewage effluent from Improvements within the Protected Property that complies with all local, state, and federal rules, regulations, and ordinances is permitted.
 - (2) Other piling of materials and non-containerized disposal of substances and materials are permitted but only if such disposal is permitted under Applicable Law; does not directly or indirectly create run-off or leaching outside the Minimal Protection Area; and does not otherwise adversely affect the Conservation Objectives.
- (d) **Other Uses.**
 - (1) An activity or use not otherwise addressed in this Section 5.02 is permitted if, from vantage points outside the Minimal Protection Area, it is not distinguishable from a permitted use; or, if it is, Easement Holder determines, after Review, that the activity or use is consistent with the Conservation Objectives.

ARTICLE 6. RIGHTS AND DUTIES OF HOLDER

6.01 Easement Holder Covenants.

In support of the Conservation Objectives, Easement Holder declares the following covenants binding upon its easement interest in the Protected Property:

- (a) **Must be Qualified Organization.** Easement Holder must be and remain at all times a Qualified Organization and must not transfer the Conservation Easement or otherwise assign its rights or responsibilities under this Grant to a Person other than a Qualified Organization committed to upholding the Conservation Objectives.
- (b) **Proceeds Used for Conservation Purposes.** Easement Holder must use any funds received due to the release, termination, or extinguishment of the Conservation Easement in whole or in part in furtherance of its charitable conservation purposes.

6.02 Rights of Easement Holder.

This Grant vests the Easement Holder with the following rights and duties:

- (a) **Enforcement.** To enter the Protected Property to investigate any and all suspected, alleged, or threatened violation(s) of the covenants and, if found, to enforce the terms of this Grant by exercising Easement Holder's remedies in this Grant.
- (b) **Inspection.** To enter and inspect the Protected Property for compliance with the requirements of this Grant upon reasonable notice to Landowner, in a reasonable manner, and at reasonable times. Reasonable notice is not required when Easement Holder determines immediate entry is necessary to prevent, terminate, or mitigate a violation of the terms of this Grant, and when Easement Holder does not have the name(s) and contact information for any or all of the legal owner(s) of the Protected Property or lessees in possession of the Protected Property.
- (c) **Review.** To exercise rights of Review in accordance with the requirements of this Article.
- (d) **Interpretation.** To interpret the terms of this Grant and, at the request of Landowner, furnish Easement Holder's explanation of the application of such terms to then-existing, proposed, or reasonably foreseeable conditions within the Protected Property.

6.03 Other Rights of Easement Holder.

The items set forth below are also rights vested in Easement Holder by this Grant.

- (a) **Annual Meeting.** At least annually, and upon any change in ownership, to meet with Landowner or Landowner's authorized representative at the Protected Property, to ~~discuss~~ review land/water management or land/water use activities undertaken in the previous year(s) and proposed land/water management activities for the upcoming year(s). At a minimum, during such meeting or conference, Landowner or the Landowner's authorized representative shall report on the status of the Protected Property as it relates to the Conservation Easement including future plans for the Protected Property and any activities that might require Easement Holder's review or approval.
- (b) **Habitat & Wildlife Monitoring.** To monitor the condition of the plant and animal populations, communities, and natural habitats on the Protected Property, as they relate to the maintenance of the Conservation Values of the Protected Property upon notifying the Landowner in writing.
- (c) **Habitat Management.** To manage the habitat and natural communities of the Protected Property according to an approved Resource Management Plan upon notifying the Landowner in writing. This provision is not intended to create an obligation on the Easement Holder.
- (d) **Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement is appropriate, Easement Holder may enter into an Amendment with Landowner by a written instrument recorded in the office of the Register of Deeds for Ozaukee County, provided Easement Holder first determines, in its sole discretion, that the Amendment: (1) is consistent with the Purpose and Conservation Objectives of this Grant; (2) is consistent with the mission of the Easement Holder; (3) will not affect the qualification of this Grant or the status of Easement Holder under any Applicable Law; (4) will not affect the perpetual duration of the Grant; (5) will not release any portion of the Protected Property from permanent protection under this Grant absent extinguishment or as otherwise permitted by and pursuant to the terms of this Grant; (6) will have a net neutral or net beneficial effect upon and not adversely affect the Conservation Values of the Protected Property; (7) will not impair Easement Holder's power, enforceable in perpetuity, to block activities, uses, and Improvements of the Protected Property inconsistent with the terms of this Grant; (8) will not result in a private benefit or private inurement prohibited under the Code; (9) will be consistent with Easement Holder's Amendment Policy in place at the time of Amendment, and/or any other policy of the Easement Holder that applies to such an action that is in place at the time of Amendment; (10) does not violate any requirement of any funding source of this Grant; and (11) clearly serves the public interest.

The grant of an Amendment in any instance does not imply that an Amendment will be granted in any other instance.

- (e) **Conservation Easement Assignment, Transfer.** The parties recognize and agree that the benefits of this Conservation Easement are assignable by the Easement Holder. The Easement Holder may convey, assign, or transfer its interests in this Conservation Easement to a unit of federal, state or local government or to an organization that is (i) "qualified" within the meaning of Section 170(h)(3) of the Code, and in the regulations promulgated thereunder, or any successor provisions then applicable, and (ii) qualified to hold conservation easements under Section 700.40 of the Wisconsin Statutes. As a condition of any assignment or transfer, any future holder of this Conservation Easement shall be required to carry out its Purpose in perpetuity. When feasible, the Easement Holder agrees to notify and discuss with the Landowner any proposed assignment as soon as possible before the effective date of such assignment. A final decision shall be memorialized in writing and, when practicably feasible, the Easement Holder will notify Landowner of the proposed assignment decision ninety (90) days before the date of such assignment. However, failure to give such notice shall not affect the validity of such assignment or limit its enforceability in any way.
- (f) **Adverse Possession.** To defend this Conservation Easement against any claim of adverse possession.

- (g) **Boundary Lines.** Easement Holder may mark and maintain boundaries and corners of the Protected Property and of features or internal boundaries within the Protected Property, including, if necessary, obtaining a survey prepared and certified by a professional land surveyor licensed in the State of Wisconsin for such purposes with written notification to the Landowner.- for Review and Approval. Easement Holder is vested with all rights necessary to carry out this provision including, with adequate notice to Landowner, the right to enter the property or cause the property to be entered by an appropriate professional to carry out the rights of this provision.
- (h) **Signs.** To install one or more signs within the Protected Property identifying the interest of Easement Holder in the Conservation Easement with written notification to the Landowner.- for Review and Approval. Such signs do not reduce the number or size of signs permitted to Landowner under this Grant. Signs are to be of the customary size installed by Easement Holder or Beneficiary, as the case may be, and must be installed in locations readable from the public right-of-way and otherwise reasonably acceptable to Landowner.
- (i) **Proceedings.** To assert a claim, defend or intervene in, or appeal, any proceeding under Applicable Law that (1) pertains to the impairment of Conservation Objectives; or (2) may result in a transfer, Improvement, or use that violates the terms of this Grant.
- (j) **Right to Report.** To report any environmental concerns or conditions or any actual or potential violations of any environmental laws to appropriate regulatory agencies.

6.04 Review.

The following provisions are incorporated into any provision of this Grant that is subject to Review:

- (a) **Notice to Easement Holder.** At least ninety-sixty (690) days before Landowner intends to begin or allow an Improvement, activity, or use that is subject to Review, Landowner must notify Easement Holder in writing, per Section 9.01 herein, of the proposed change including with the notice such information as is reasonably sufficient to comply with Review Requirements and applicable provisions of this Grant, and otherwise describe the proposal and its potential impact on the Conservation Objectives.
- (b) **Notice to Landowner.** Easement Holder agrees to use reasonable diligence to respond to Landowner's notice under sub (a) above within ninety-sixty (690) days of receipt to provide Easement Holder's written determination to: (1) accept Landowner's proposal in whole or in part; (2) reject Landowner's proposal in whole or in part; (3) accept Landowner's proposal conditioned upon compliance with conditions articulated in writing by Easement Holder; or (4) reject Landowner's proposal for insufficiency of information on which to base a determination. If Easement Holder gives conditional acceptance under clause (3), commencement of the proposed Improvement, activity, or use constitutes acceptance by Landowner of all conditions set forth in Easement Holder's notice.
- (c) **Failure to Notify.** Easement Holder's failure to notify Landowner within the ninety-sixty (690) day period shall be deemed a constructive denial, and Landowner may, after contacting the Easement Holder under Section 7.03 and attempting an informal resolution of the issue, seek relief from the courts and recover reasonable fees and costs if a court rules the constructive denial unjustified.
- (d) **Standard of Review.**
 - (1) The phrase "without any obligation to do so," in relation to an approval or determination by Easement Holder, means that, in that particular case, Easement Holder's approval is wholly discretionary and may be given or withheld for any reason or no reason.
 - (2) In all other cases, Easement Holder's approval is not to be unreasonably withheld. It is not unreasonable for Easement Holder to disapprove a proposal that may adversely affect resources described as a Conservation Value or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

6.05 Costs and Expenses.

Unless agreed upon in writing, Landowner must pay or reimburse, as the case may be, Easement Holder's costs and expenses (including Losses, Litigation Expenses, allocated personnel costs, and reasonably incurred

liabilities) in connection with: (a) enforcement (including exercise of remedies) under the terms of this Grant; ~~(b) response to requests by Landowner for Review, Waiver, or Amendment; and (c) compliance with requests for information, interpretation, or other action pertaining to the Grant if required by Applicable Law.~~

ARTICLE 7. VIOLATION; TERMINATION, REMEDIES

7.01 Violation.

If Easement Holder determines that the terms of this Grant are being or have been violated or that a violation is threatened or imminent, then the provisions of this Article 7 will apply:

- (a) **Notice.** Easement Holder must notify Landowner of the violation in writing, per Section 9.01 herein. Easement Holder's notice may include its recommendations of measures to be taken by Landowner to cure the violation and restore features of the Protected Property damaged or altered as a result of the violation.
- (b) **Opportunity to Cure.** Landowner's cure period expires thirty (30) days after the date of Easement Holder's notice to Landowner subject to extension for the time reasonably necessary to cure but only if all of the following conditions are satisfied:
 - (1) Landowner ceases the activity constituting the violation promptly upon receipt of Easement Holder's notice;
 - (2) Landowner and Easement Holder agree, within the initial 30-day period, upon the measures Landowner will take to cure the violation;
 - (3) Landowner commences to cure within the initial 30-day period; and
 - (4) Landowner continues thereafter to use best efforts and due diligence to complete the agreed upon cure.
- (c) **Imminent Harm.** No notice or cure period is required if Easement Holder determines circumstances require prompt action to prevent or mitigate irreparable harm or alteration to a natural resource described as a Conservation Value or that is otherwise inconsistent with maintenance or attainment of Conservation Objectives.

7.02 Remedies.

Upon expiration of the cure period (if any) described in Section 7.01, Easement Holder may do one or more of the following:

- (a) **Injunctive Relief.** Seek injunctive relief to specifically enforce the terms of this Grant, to restrain present or future violations of the terms of this Grant, and/or to compel restoration of resources destroyed or altered as a result of the violation. The restoration requirement shall not be construed to terminate any rights reserved by the Landowner under this Grant or to release the Landowner from any additional restoration obligations that may be required under this Grant. The Landowner and Easement Holder recognize that restoration, regardless of cost, may be the only adequate remedy for certain violations of this Grant. The Easement Holder is entitled to seek expedited relief, ex parte if necessary, and shall not be required to post any bond applicable to a petition for such relief.
- (b) **Civil Action.** Exercise Easement Holder's rights under Applicable Law to obtain a monetary judgment (together with interest thereon at the Default Rate). Without limiting the Landowner's liability, the Easement Holder, in its discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Protected Property.
- (c) **Intervening Action.** When Section 7.01(c) applies, enter the Protected Property and take any action deemed necessary and/or appropriate by the Easement Holder to prevent or mitigate further damage to or alteration of the Conservation Values or the natural resources that are part of the Conservation Values of the Protected Property identified in this Grant.

7.03 Dispute Resolution

(a) **Open Dialog.** Landowner and Easement Holder desire that any question arising from time to time concerning compliance with the terms of this Grant, including any required notice or approval, will be resolved through open communication and dialogue rather than unnecessarily formal or adversarial action. To this end, the parties state their mutual intention that, if a party develops concerns about an actual or possible noncompliance with the terms of this Grant, wherever reasonably possible, the concerned party will informally notify the other party of the potential problem and explore the possibility of reaching an agreeable resolution prior to invoking the more formal steps detailed elsewhere in this Grant.

(b) **Alternative Dispute Resolution.** If a dispute arises between the parties concerning the consistency of any proposed use or activity with the terms of this Grant (a “**Dispute**”), the Landowner shall not proceed with such use or activity pending resolution of the Dispute as detailed below:

- (1) **Mediation.** If the parties are unable to reach a negotiated settlement with respect to any Dispute pursuant to the open dialog provided for in sub (a) above, and one of the parties has submitted a written demand for mediation to the other party, both parties shall promptly submit the Dispute to mediation. Such mediation shall be conducted by a proprietary mediation service reasonably acceptable to the Parties with the fees and expenses of said mediation service plus the fees and expenses of any mediator to be split equally between the parties. In the event the parties are unable, within sixty (60) days after a written demand for mediation, to agree on a mutually acceptable mediation service, either party may demand arbitration pursuant to sub (2) below.

Upon selection of the mediation service by the parties, the parties shall diligently attempt, in good faith, to settle the Dispute by mediation. If the parties are unable to reach a mediated settlement with respect to such Dispute within sixty (60) days after the commencement of mediation, the parties may continue to mediate diligently and in good faith with respect to such Dispute, or, at the option of either party, the Dispute may be submitted to arbitration by written demand therefore delivered to the other party; provided, however, that in no event shall a demand for arbitration be made after the date ~~when institution of~~ legal or equitable proceedings have been instituted, or after the matter in question would be barred by the applicable statute of limitations. Arbitration shall be held pursuant to sub (2) below.

- (2) **Arbitration.**

- (i) Subject to Arbitration. Any Dispute referred to arbitration as provided above shall be settled by arbitration in Ozaukee County, Wisconsin under rules for arbitration that the parties may mutually agree upon, or, in the absence of such agreement, as selected by the arbitrator(s) as provided in subsection (ii) below.
- (ii) Arbitrator. The parties shall select a single arbitrator to hear the Dispute. If the parties are unable to agree on the selection of a single arbitrator, then each party shall name one arbitrator and the two arbitrators thus selected shall select a third arbitrator; provided, however, if either party fails to select an arbitrator, or if the two arbitrators selected by the parties fail to select the third arbitrator within fourteen (14) days after the appointment of the second arbitrator, then either party may petition the Circuit Court of Ozaukee County for the appointment of the ~~second~~ third and/or third arbitrator ~~(or, third arbitrator, as the case may be).~~ Once selected, unless the parties have already agreed upon a set of rules, the arbitrator(s) shall determine the rules by which the arbitration shall be conducted.

- (iii) Award; Binding Effect. The arbitrator shall have no authority to award monetary damages, including punitive damages, nor make any ruling, finding or award that does not conform to the terms and conditions of this Article 7. The prevailing party shall be entitled, in addition to other relief granted, to an award of its costs and expenses related to such arbitration, including, without limitation, the fees and expenses of the arbitrator, reasonable attorneys’ fees, administrative expenses, and witness fees. The award of the arbitrator or arbitrators shall be accompanied by a written, reasoned opinion and shall be rendered no

later than thirty (30) days from the date the subject arbitration is formally closed unless mutually extended in writing by the parties. The award rendered by the arbitrator or arbitrators shall be final, and judgment may be entered upon it in accordance with applicable law in any court having jurisdiction thereof.

7.04 Modification and Termination (Extinguishment) and Eminent Domain (Condemnation)

If the Conservation Easement is or is about to be modified or terminated (extinguished) by exercise of the power of eminent domain (condemnation) or adjudication of a court of competent jurisdiction, the following provisions apply:

- (a) **Extinguishment.** The undersigned Landowner and each successor Landowner agrees that (1) the grant of the Conservation Easement gives rise to a real estate interest, immediately vested in Easement Holder, that entitles Easement Holder to compensation upon partial or complete extinguishment of the easement; and (2) extinguishment for unexpected changes that make impossible or impractical the continued use of the Protected Property for conservation purposes can only be accomplished by judicial proceedings.
- (b) **Condemnation or Died in Lieu of Condemnation By Person Other Than Ozaukee County.** If all or any part of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation by a Person other than Ozaukee County (the "County") (the undersigned Landowner), whether by public, corporate, or other authority, so as to terminate this Grant, in whole or in part, the County and Easement Holder shall act jointly to recover the full value of the interests in the Protected Property subject to the taking or purchase in lieu and all direct or incidental damages resulting therefrom. In such event: (i) all expenses reasonably incurred by the County and Easement Holder in connection with the taking or purchase in lieu shall be paid to the incurring party out of the amount recovered; (ii) the proceeds shall next be applied to repayment of any third-party grants which are required by their terms to be repaid in the event that lands purchased with their proceeds are voluntarily or involuntarily conveyed to a third party and cease to be part of the Protected Property; ~~(iii) the proceeds shall then be paid to Easement Holder and the County proportionally to reimburse them for their respective direct capital costs of acquisition of the Protected Property (iv) the proceeds shall then be paid to Easement Holder and the County proportionally to reimburse them for their respective direct capital costs of stewardship of the Protected Property (in the case of Easement Holder) and the direct capital costs incurred for additional property which is added to the Protected Property and/or the construction or replacement of improvements which are added to the Protected Property in the future (in the case of the Easement Holder or the County) iii) the proceeds shall next be paid to the Easement Holder to reimburse it for the direct capital costs of the acquisition of the Protected Property; (iv) in the event that County shall have contributed funds to acquire the Protected Property, additional property which is added to the Protected Property and/or construct or replace improvements which are added to the Protected Property in the future, the next portion of proceeds shall be paid to the County to reimburse it for those direct capital costs, and~~ (v) any excess shall be disbursed as provided below.

The County and Easement Holder agree that any funds to be disbursed subject to ~~7.04 (b) sub~~ (v) ~~above~~ shall, in the event of a total taking of the Protected Property, be contributed to a fund established with the Greater Milwaukee Foundation for the purpose of maintaining open space within Ozaukee County in a relatively natural condition used for passive outdoor recreational activities (or, if the Greater Milwaukee Foundation is not in existence or does not and will not maintain such a fund, then to a similar third-party foundation or to a similar fund) or, in the event of a partial taking of the Protected Property, such funds shall be used only for the maintenance of the Protected Property and/or the furtherance of the Conservation Values. In the event, however, either at such time or at a later date, if maintenance of the Protected Property ceases to be viable, as established by agreement of the parties subject to the Dispute resolution mechanism provided in Section 7.03 hereof, then such proceeds, or the balance of such proceeds then remaining in the fund, may be used for other similar land preservation projects situated in Ozaukee County, Wisconsin maintained and sponsored by Easement Holder.

Notwithstanding the foregoing, if the County is the taking party in any such condemnation or deed in lieu, and/or the Grant is the only property interest taken, Easement Holder shall be entitled to all compensation as detailed in sub (c) and (d) below.

(c) Condemnation or Deed in Lieu of Condemnation by Ozaukee County.

~~Compensatory Damages. If all or any part of the Protected Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation by Ozaukee County, Easement Holder will be entitled to collect, from the Person seeking the modification or termination, Ozaukee County compensatory damages in an amount equal to the greater of (i) the proceeds provided by Easement Holder to acquire the Protected Property prior to the initial fee simple transfer of the same to the undersigned Landowner (including the value of any grant funds provided by Easement Holder and its funding partners) plus Litigation Expenses as if a violation had occurred or; (ii) the increase in Market Value of the Protected Property resulting from the modification or termination plus Litigation Expenses as if a violation had occurred. In the event of an extinguishment of the Conservation Easement, Easement Holder is entitled to the greater of the compensation provided under this section or the compensation provided under any other provision of this Grant.~~

~~(c) **Restitution.** Easement Holder is entitled to recover from the Person seeking the modification or termination an amount equal to the greater of: (i) restitution of amounts paid, or provided by, Easement Holder (and its funding partners) for the initial acquisition of the Protected Property prior to the fee simple transfer of the same to the undersigned Landowner and any other sums invested in the Protected Property for the benefit of the public as a result of rights vested by this Grant, plus reimbursement of Litigation Expenses as if a violation had occurred or (ii) the increase in the Market Value of the Protected Property resulting from the modification or termination plus Litigation Expenses as if a violation had occurred.~~

- (d) **Change in Economic Condition.** The undersigned Landowner, and by acquiring any interest in the Protected Property, each successor Landowner, shall be deemed to have considered the fact that any use of the Protected Property that is expressly prohibited by the terms of this Grant may become more economically valuable than uses permitted by the terms of this Grant, or that neighboring properties may, in the future, be put entirely to uses that are inconsistent with this Grant. The Landowner and the Easement Holder intend that any such changes shall not be deemed to be circumstances justifying the termination or extinguishment of this Conservation Easement pursuant to Section 7.03 In addition, the inability of the Landowner or its successors or assigns, to conduct or implement any or all of the uses permitted under the terms of this Grant, or the unprofitability of doing so, shall not impair the validity of this Conservation Easement or be considered grounds for its termination or extinguishment.
- (e) **Adverse Possession.** In the event a court having competent jurisdiction enters a judgment in favor of an adverse possessor and against the Landowner, the legal description of the real estate described in this Grant shall be automatically amended to comply with said court order. Such amendment shall be documented in an updated Baseline Documentation and reference said judgment.

7.05 Remedies Cumulative.

The description of Easement Holder's remedies in this Article does not preclude Easement Holder from exercising any other right or remedy that may at any time be available to Easement Holder under this Article or Applicable Law. If Easement Holder chooses to exercise one remedy, Easement Holder may nevertheless choose to exercise one or more of the other rights or remedies available to Easement Holder at the same time or at any other time.

7.06 Waivers.

- (a) **No Waiver.** If Easement Holder does not exercise a right or remedy when it is available to Easement Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Easement Holder's rights to exercise its rights or remedies at another time.

- (b) **No Material Effect.** Easement Holder in its discretion may provide a Waiver if Easement Holder determines that the accommodation is for a limited time and limited purpose and will have no material effect on the Conservation Objectives.
- (c) **Waiver of Certain Defenses.** Landowner hereby waives any equitable defense based on laches, balance of harms, estoppel and prescription ~~and the good faith purchaser defense under Section 706.09, Wis. Stat.,~~ or any successor provision against any action brought by the Easement Holder with respect to this Grant.

7.07 No Fault of Landowner, Force Majeure.

- (a) Landowner shall provide oral or written notice to Easement Holder within ten (10) days of Landowner becoming aware of any injury to or change in the Protected Property or the Conservation Values thereof resulting from causes beyond the Landowner's reasonable control.
- (b) Easement Holder will not bring any action against the Landowner for any injury to or change in the Protected Property resulting from causes beyond the Landowner's reasonable control, including, but not limited to: (1) natural disasters such as fire, flood, storm, natural earth movement, natural deterioration; (2) actions by neighbors or other third parties not under the control of the Landowner; or (3) prudent actions taken by the Landowner under emergency conditions to prevent or mitigate damage from such causes.
- (c) Easement Holder will forego its right to reimbursement in regard to a violation as to Landowner (but not other Persons who may be responsible for the violation) if Easement Holder is reasonably satisfied that the violation was not the fault of Landowner and could not have been anticipated or prevented by Landowner by reasonable means.
- (d) In the event the terms of this Grant are violated by acts of third parties beyond the control of Landowner, including trespassers, or that Landowner could not reasonably have prevented, Landowner agrees, at Easement Holder's option, to (1) join in any suit against the third party or parties; (2) assign to Easement Holder a right of action against the third party or parties; and (3) take any action necessary to facilitate Easement Holder's pursuit of the third party for the purposes of enforcing, through judicial action or other dispute resolution means, the terms of this Grant against the third party or parties.
- (e) All costs and attorney's fees incurred by Easement Holder in any such enforcement action to address any damage or injury caused by any third party, and which are not caused by or aggravated by any act or omission of Landowner, shall be borne by Easement Holder. Landowner likewise hereby relinquishes any right or claim against Easement Holder for any and all reimbursement of costs and fees incurred by Landowner in any enforcement action Landowner pursues, including but not limited to attorney fees. As to monetary damages or remedies provided, assigned, or directed to Easement Holder as a result of its pursuit of the third-party, or restoration of the Protected Property, or both, Easement Holder and Landowner agree in good faith to apportion the proceeds received in accordance with their respective costs incurred to abate the actions of a third-party or restoration of the Protected Property, and any and all monetary damages or remedies provided, assigned, or directed to Easement Holder as a result of its pursuit of the third-party and its pursuit of the restoration of the Protected Property, or both.
- ~~(f) Landowner agrees to make reasonable efforts and take actions reasonably practicable, when funding resources become available, to restore the Protected Property to its condition prior to the violation regardless of the outcome of any legal or other action against the third-party violator. This provision shall not be interpreted as binding upon future Ozaukee County Boards in the exercise of their discretion to approve or not approve the allocation of County funds toward any such restoration project.~~

7.08 Multiple Landowners.

- (a) **Multiple Lots.** If different Landowners own Lots within the Protected Property, only Landowner of the Lot in violation will be held responsible for the violation.

- (b) **Single Lot.** If more than one Landowner owns the Lot in violation of the terms of this Grant, the Landowners of the Lot in violation are jointly and severally liable for the violation regardless of the form of ownership.

ARTICLE 8. LANDOWNER RESPONSIBILITIES, REPRESENTATIONS

8.01 Landowner Responsibilities, Costs, and Liabilities.

In general, the Landowner shall bear all responsibility, cost and liability related to the ownership of the Protected Property, including, but not limited to, the following:

- (a) **Operation, Upkeep and Maintenance.** The Landowner is responsible for the operation, upkeep and maintenance of the Protected Property.
- (b) **Control.** Nothing in this Grant shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in the Easement Holder to exercise physical or managerial control over the day-to-day operations of the Protected Property, to become involved in the management decisions of the Landowner regarding the generation, handling, or disposal of hazardous substances, or otherwise to become an operator of the Protected Property within the meaning of the Comprehensive Environmental Response, Compensation, and Liability Act ("CERCLA") of 1980, as amended, or similar laws imposing legal liability on the owner or operator of real property.
- (c) **Permits.** The Landowner remains solely responsible for obtaining applicable government permits and approvals for any Construction or other activity or use permitted by this Grant, and all such Construction, other activity, or use shall be undertaken in accordance with applicable federal, state and local laws, regulations and requirements. If requested by the Easement Holder, the Landowner agrees to take reasonable steps to apply or co-apply with the Easement Holder for any permits, approvals, licenses, or funding deemed necessary or desirable by the Easement Holder for implementing rights granted to the Easement Holder in this Grant. This shall not be construed as committing the Landowner to paying any portion of the cost of an activity undertaken by the Easement Holder, or assuming any liability with respect to the permit, approval, license or funding, unless approved in a separate agreement.
- (d) **Taxes.** Landowner shall pay all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Protected Property by competent authority (collectively "Taxes") including any taxes imposed upon or incurred as a result of this Grant, and shall furnish the Easement Holder with satisfactory evidence of payment upon request.
- (e) **Boundary Lines.** Landowner shall mark and maintain boundaries and corners of the Protected Property and of the Minimal Protection Area at Landowner's sole expense, including, if necessary, obtaining a survey prepared and certified by a professional land surveyor licensed in the State of Wisconsin for such purposes.

8.02 Landowner Representation and Warranties.

The undersigned Landowner represents, warrants, and covenants to Easement Holder that:

- (a) **Right to Convey.** The undersigned Landowner is the sole owner of the Protected Property in fee simple and has the right and ability to grant and convey this Conservation Easement to the Easement Holder.
- (b) **No Unrecorded Liens.** As of the date of this Easement, there are no unrecorded liens or mortgages outstanding against the Protected Property that have been incurred by or are known to Landowner.

- (c) **Liens Subordinated.** As of the Easement Date, there are no liens, encumbrances, or mortgages (collectively "**Encumbrances**") outstanding against the Protected Property that have been incurred by or are known to Landlord/Landowner, except any that are subordinated to Easement Holder's rights under this Grant or, in the case that such Encumbrances are not so subordinated, are required by Easement Holder's or the undersigned Landowner's funding partners. Under no circumstances may Easement Holder's rights be extinguished or otherwise affected by the recording, foreclosure, or any other action taken concerning any subsequently incurred ~~subsequent~~ lien or other subsequently incurred ~~incurred~~ interest in the Protected Property.
- (d) **Compliance with Law.** The undersigned Landowner and Protected Property are in compliance with all federal, state, and local laws, regulations, and requirements applicable to the Protected Property and its use.
- (e) **No Litigation.** There is no pending or threatened civil or criminal proceedings or investigation in any way affecting, involving, or relating to the Protected Property, nor do there exist any facts or circumstances that the undersigned Landowner might reasonably expect to form the basis for any proceedings, investigations, notices, claims, demands or orders.
- (f) **No Hazardous Materials.** After reasonable investigation and to the best of the undersigned Landowner's knowledge, there has been no contamination on or from the Protected Property by any substance classified pursuant to any federal, state or local law, regulation or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, soil, surface, or ground water, or in any way harmful or threatening to human health or the environment.
- (g) **Storage Tanks.** There are not now, and to the best of the undersigned Landowner's knowledge have not been, any underground storage tanks located on the Protected Property, whether presently in service or closed, abandoned, or decommissioned, and no underground storage tanks have been removed from the Protected Property in a manner not in compliance with applicable federal, state, and local laws, regulations, and requirements.
- (h) **Condition of Property.** The Baseline Documentation referenced in the recitals hereto that established the present condition of the Protected Property provides a true and correct representation of the Protected Property as of the Effective Date ~~date~~ hereof.
- (i) **Knowing and Voluntary Grant.** The undersigned Landowner has been represented by legal counsel of their selection (or had the opportunity to be so represented) and understand that they are permanently imposing restrictions on the future use and Development of the Protected Property that constrain the full use and Development of the Protected Property otherwise available under Applicable Law.

8.03 No Representation of Tax Benefits.

The undersigned Landowner represents, warrants, and covenants to Easement Holder that:

- (a) The undersigned Landowner has not relied upon information or analyses furnished by Easement Holder with respect to either the availability, amount, or effect of a deduction, credit, or other benefit to the undersigned Landowner under Applicable Law; or the value of the Conservation Easement or the Protected Property.
- (b) The undersigned Landowner has relied solely upon their own judgment and/or professional advice furnished by the appraiser and legal, financial, and accounting professionals engaged by the undersigned Landowner. If a Person providing services in connection with this Grant or the Protected Property was recommended by Easement Holder, the undersigned Landowner acknowledges that Easement Holder is not responsible in any way for the performance of services by these Persons.
- (c) This Grant is not conditioned upon the availability or amount of a deduction, credit, or other benefit under Applicable Law.

8.04 Indemnity, Hold Harmless.

Landowner shall indemnify and defend the Indemnified Parties against all Losses and Litigation Expenses arising out of or relating to: (a) a Landowner's breach or violation of this Grant or Applicable Law; (b) personal

injury (including death) and damage to personal belongings occurring on or about the Protected Property if and to the extent ~~caused by Landlord not Landowner not caused by the negligent or wrongful acts or omissions of an Indemnified Party~~; (c) the ~~Landowner's violation or alleged violation of~~, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, ~~by any person other than the Indemnified Parties~~, in any way affecting, involving or related to the Protected Property; and (d) the presence or release in, on, from, or about the Protected Property ~~caused by Landlord or any Person acting consistent with Landlord's consent~~, at any time of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, ~~unless caused solely except to the extent caused~~ by any of the Indemnified Parties. Notwithstanding this indemnification clause, the undersigned Landowner waives no immunity ~~or limitation on liability~~ granted by statute or otherwise.

ARTICLE 9. MISCELLANEOUS

9.01 Notices.

- (a) **Requirements.** Each Person giving notice pursuant to this Grant must give the notice in writing and must use one of the following methods of delivery: (1) personal delivery; (2) certified mail, return receipt requested and postage prepaid; ~~or~~ (3) nationally recognized overnight courier, with all fees prepaid; ~~or (4) electronic communications per subsection (c) of this provision.~~
- (b) **Address for Notices.** Each Person giving a notice must address the notice to the appropriate Person at the receiving party at the address listed below or to another address designated by that Person by notice to the other Person:

If to Landowner: County Clerk and/or Parks Director (revise as appropriate) ~~THIS~~
NEEDS TO BE COMPLETED
Ozaukee County Planning and Parks Department
121 W. Main Street, P.O. Box 994
Port Washington, WI 53074
Attn: Director

If to Easement Holder: The Ozaukee Washington Land Trust, Inc.
 200 Wisconsin Street
 West Bend, WI 53095
 Attn: Executive Director

- (c) **Electronic Communications.** An electronic mailing address shall be considered to be established as an appropriate address for delivery of notice if that electronic mailing address (1) has previously been used to transmit communications and the receiving party has acknowledged receipt thereof; and (2) is clearly identified by the receiving party as an appropriate address for receiving notice in a non-electronically delivered notice given pursuant to Sections 9.01(a) and (b).

9.02 Governing Law.

The laws of the State of Wisconsin shall govern the interpretation and performance of this Grant. Any general rules of construction to the contrary, ambiguities in this Grant shall be construed in a manner that best effectuates the Purpose of the Conservation Easement and protection of the Conservation Values of the Protected Property.

9.03 Burdens; Benefits.

This Grant binds and benefits Landowner and Easement Holder and their respective personal representatives, successors, and assigns.

- (a) **Grant to Run with the Land; Binding on All Landowners.** This Grant vests a servitude running with the land binding upon the undersigned Landowner and, upon recordation in the Public Records, all Landowners of the Protected Property or any portion of the Protected Property are bound by its terms whether or not the Landowner had actual notice of this Grant and whether or not the deed of transfer specifically referred to the transfer being under and subject to this Grant.
- (b) **Rights Exclusive to Easement Holder.** Except for rights of Beneficiaries (if any) under this Grant, only Easement Holder has the right to enforce the terms of this Grant and exercise other rights of Easement Holder. Landowners of Lots within the Protected Property do not have the right to enforce the terms of this Grant against Landowners of other Lots within the Protected Property. Only Landowners of the Lot that is the subject of a request for Review, Waiver, Amendment, interpretation, or other decision by Easement Holder have a right to notice of, or other participation in, such decision.

9.04 Conservation Easement to Survive Merger.

Landowner and Easement Holder agree and intend that the terms of this Grant shall survive any merger of the fee title and conservation easement interest in the Protected Property or any portion thereof.

9.05 Public Access.

Public access to and on the Protected Property shall be provided in accordance with the Resource Management Plan approved by the parties. The current draft of the undersigned Landowner's Master Plan incorporated into the Baseline Documentation states that, following installation of supporting public use amenities, the Protected Property will be open to the public year-round for passive-use nature-based outdoor recreational and educational opportunities including hiking, cross-country skiing, fishing, bird watching, wildlife observation, nature study, snowshoeing, and volunteer land management, ~~and potentially limited hunting/trapping.~~

9.06 Documentation Requirements.

- (a) **Between Easement Holder and Landowner.** No Amendment, Waiver, approval after Review, interpretation, or other decision by Easement Holder is valid or effective unless it is in writing and signed by an authorized signatory for Easement Holder. The grant of an Amendment or Waiver in any instance or with respect to any Lot does not imply that an Amendment or Waiver will be granted in any other instance.
- (b) **Between Easement Holder and Assignee.** Any assignment of Easement Holder's rights under this Grant, if otherwise permitted under this Grant, must be in a document signed by both the assigning Easement Holder and the assignee Easement Holder. The assignment document must include a covenant by which the assignee Easement Holder assumes the covenants and other obligations of Easement Holder under this Grant. The assigning Easement Holder must deliver the Baseline Documentation and such other documentation in Easement Holder's possession reasonably needed to uphold the Conservation Objectives.

9.07 Severability.

If any provision of this Grant is determined to be invalid, illegal, or unenforceable, the remaining provisions of this Grant remain valid, binding, and enforceable. To the extent permitted by Applicable Law, the parties waive application of any provision of Applicable Law that renders any provision of this Grant invalid, illegal, or unenforceable in any respect.

9.08 Counterparts.

This Grant may be signed in multiple counterparts, each of which constitutes an original, and all of which, collectively, constitute only one document. Each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

9.09 Recording, Re-recording.

The Easement Holder shall record this Grant in the Office of the Register of Deeds of the county in which the Protected Property is located. Further, in order to ensure the perpetual enforceability of this Conservation Easement, Holder is authorized to re-record this instrument, or record or file any appropriate notices or instruments for such purpose. Landowner hereby appoints the Easement Holder its attorney-in-fact to execute,

acknowledge, and deliver any necessary instrument on Landowner's behalf. Without limiting the foregoing, the Landowner agrees to execute any such instrument upon request.

9.010 Guides to Interpretation.

- (a) **Captions.** The descriptive headings of the articles, sections, and subsections of this Grant are for convenience only and do not constitute a part of this Grant.
- (b) **Glossary.** If a term defined in Article 10 is not used in this Grant, the defined term is to be disregarded.
- (c) **Other Terms.**
 - (1) The word "including" means "including but not limited to."
 - (2) The words "shall" and "must" are obligatory; the word "may" is permissive and does not imply an obligation.
 - (3) The words "Landowner" and "Easement Holder", and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Landowner's and Easement Holder's respective personal representatives, heirs, successors, and assigns.
- (d) **Uniform Conservation Easement Act.** This Grant is intended to be interpreted so as to convey to Easement Holder all of the rights and privileges of a holder of a conservation easement under Wisconsin Statute Section 700.40.
- (e) **Restatement (Third) of the Law of Property: Servitudes.** This Grant is intended to be interpreted so as to convey to Easement Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

9.011 Entire Agreement.

This is the entire agreement of Landowner, Easement Holder, and Beneficiaries (if any) pertaining to the subject matter of this Grant. The terms of this Grant supersede in full all statements and writings between Landowner, Easement Holder, and Beneficiaries (if any) pertaining to the transaction set forth in this Grant.

9.012 Incorporation by Reference.

Each Recital in this Grant and each exhibit attached to this Grant is incorporated into this Grant by this reference, and constitute integral terms and conditions of this Grant. The Baseline Documentation (whether or not attached to this Grant) is incorporated into this Grant by this reference.

9.013 Jurisdiction; Venue.

Easement Holder and Landowner submit to the exclusive jurisdiction of the courts of the State of Wisconsin located in the county in which the Protected Property is located and agree that any legal action or proceeding relating to this Grant or the Conservation Easement may be brought only in those courts located in that county.

ARTICLE 10. GLOSSARY, OTHER DEFINED TERMS

"Access Drive" means a road, drive, or lane providing vehicular access.

"Additional Improvement" means an Improvement other than an Existing Improvement.

"Amendment" means an amendment, modification, or supplement to this Grant signed by Landowner and Easement Holder and recorded in the Public Records. The term "Amendment" includes an amendment and restatement of this Grant.

"Applicable Law" means federal, state or local laws, statutes, codes, ordinances, standards, and regulations applicable to the Protected Property, the Conservation Easement, or this Grant as amended through the applicable date of reference. If this Grant is intended to meet the requirements of a qualified conservation contribution, then applicable provisions of the Code and the Regulations are also included in the defined term.

"Beneficiary" means a Person given rights under the terms of this Grant (other than Landowner or Easement Holder) over all or a portion of the Protected Property. A Beneficiary may include, for example, a partner land

trust or a public agency that has been granted specific rights such as Review or other enforcement of the easement terms.

“Best Management Practices” mean a series of guidelines or minimum standards (sometimes referred to as BMP’s) recommended or required by federal, state, and/or county resource management agencies or other natural resource organizations that certify best practices for forestry operations; for preventing and reducing pollution of water resources and other disturbances of soil, water, and vegetative resources; and for protecting wildlife habitats.

“Building” means a permanent or temporary Structure having a roof supported by columns or walls that may be used as a shelter or an enclosure for persons, animals or tangible personal property.

“Code” means the Internal Revenue Code of 1986, as amended through the applicable date of reference.

“Construction” means demolition, construction, reconstruction, maintenance, expansion, exterior alteration, installation, or erection of temporary or permanent Improvements; and, only when in connection with any of the foregoing and to the minimal extent necessary, excavation, filling and/or removal of soil and underlying surficial materials. Unless otherwise provided for in this Conservation Easement, this definition is not intended to allow activities pertaining to mining or other resource extraction that disturb, consume, deplete, use, occupy or alter the surface or surface estate, ecosystem, hydrology or groundwater, including, but not limited to, exploration, extraction, collection, containment, transport, removal, processing or refining of topsoil, metallic and non-metallic aggregate or minerals, and fossil fuels such as oil and natural gas from the surface or substrata of the Protected Property.

“Default Rate” means an annual rate of interest equal at all times to two percent (2%) above the prime rate announced from time to time by the *Wall Street Journal* or, if that index is no longer available, another widely disseminated and generally accepted index of short-term interest rate charged by lending institutions to qualified borrowers that is adopted by Easement Holder by notice to Landowner.

“Development” means the process of constructing or placing, and thereafter modifying or altering, Improvements on or to land or water, including conversion of landforms or terrain from a natural or semi-natural state, and Subdivision.

“Environmental Corridor” means a generally linear area in the landscape that contains and connects natural areas, open spaces, and scenic or other resources. Environmental Corridors often lie along streams, rivers or other natural landscape features, providing linkages in the natural landscape, avenues for fish and wildlife movement, and serving as buffers between natural and/or human communities.

“Existing Improvement” means an Improvement existing as of the Easement Date as identified in the Baseline Documentation ~~or as planned existing as identified in the Master Plan / Resource Management Plan.~~

“Existing Servitude” means an easement or other matter affecting title to the Protected Property (other than a Lien) accorded priority to the Conservation Easement by notice in the Public Records or other prior notice recognized under Applicable Law. Existing Servitudes may include, by way of example, utility and access easements ~~and/or federal grant restrictions.~~

“Forestry” means planting, growing, nurturing, managing, and harvesting trees whether for timber and other useful products, or for enhancing water quality, wildlife habitat, and other Conservation Objectives.

“Height” means the vertical elevation of an Improvement measured from the average exterior ground elevation of the Improvement to a point, if the Improvement is roofed, midway between the highest and lowest points of the roof excluding chimneys, cupolas, ventilation shafts, weathervanes, and similar protrusions or, if the Improvement is unroofed, the top of the Improvement.

~~**“Impervious Surface”** means the footprints (including roofs, decks, stairs, and other extensions) of Improvements; paved or artificially covered surfaces such as crushed stone, gravel, concrete, and asphalt; impounded water (such as a man-made pond); and compacted earth (such as an unpaved roadbed). Also included in Impervious Coverage are green roofs and porous pavement surfaces. Excluded from Impervious Coverage are running or non-impounded standing water (such as a naturally occurring lake), bedrock and naturally occurring stone and gravel, and earth (whether covered with vegetation or not) so long as it has not been compacted by non-naturally occurring forces.~~

“Improvement” means a Building, Structure, or other infrastructure-type site enhancement, whether temporary or permanent, located on, above, or under the Protected Property. See also in this Article the related terms Agricultural Improvement, Residential Improvement, Site Improvement and Utility Improvement.

“Indemnified Parties” mean Easement Holder, each Beneficiary (if any), and their respective members, directors, officers, employees and agents, and the heirs, personal representatives, successors, and assigns of each of them.

“Invasive Species” means a plant species that is non-native (or alien) to the ecosystem under consideration and whose introduction causes or is likely to cause economic or environmental harm or harm to human health. In cases of uncertainty, important resources to identify Invasive species include [the invasive species rule, Wis. Admin. Code NR 40](#), the Wisconsin State Herbarium (refer to Native Species definition for an on-line source), publications such as “Invasive Plants of the Upper Midwest: An Illustrated Guide to Their Identification and Control” (Czarapata, E.J., 2005. University of Wisconsin Press), or other guides published by the Invasive Plant Association of Wisconsin, <http://www.ipaw.org/Home.aspx>, <https://ipaw.org>, the National Park Service and U.S. Fish and Wildlife Service .

“Landowner” means the undersigned landowner or landowners as Grantor(s), and all Persons after them who hold an interest in the Protected Property.

“Lien” means a mortgage, lien, or other encumbrance securing the payment of money.

“Litigation Expense” means any court filing fee, court cost, arbitration fee or cost, witness fee, and each other fee and cost of investigating and defending or asserting any claim of violation or claim for indemnification under this Grant including, in each case, attorneys’ fees, other professionals’ fees, and disbursements.

“Losses” mean any liability, loss, claim, settlement payment, cost, expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees, penalties, or other charge other than a Litigation Expense.

“Lot” means a unit, lot, or parcel of real estate separated or transferable for separate ownership or lease under Applicable Law.

“Market Value” means the fair value that a willing buyer, under no compulsion to buy, would pay to a willing seller, under no compulsion to sell as established by appraisal in accordance with the then-current edition of Uniform Standards of Professional Appraisal Practice issued by the Appraisal Foundation or, if applicable, a qualified appraisal in conformity with §1.170A-13 of the Regulations.

“Native Species” mean a plant or animal indigenous to the locality under consideration. In cases of uncertainty, published atlases, particularly the on-line resource “Flora of Wisconsin: Consortium of Wisconsin Herbaria” at: <http://wisflora.herbarium.wisc.edu/index.php> are to be used to establish whether or not a species is native.

“Person” means an individual, organization, trust, government, or other legal entity.

“Public Records” mean the public records of the office for the recording of deeds in and for the county in which the Protected Property is located.

“Qualified Organization” means a governmental or charitable entity that (a) meets the criteria of a qualified organization under §1.170(A-14(c)(1) of the Regulations and (b) is duly authorized to acquire and hold conservation easements under the Wisconsin’s Uniform Conservation Easement Act.

“Regulations” mean the provisions of C.F.R. §1.170A-14, and any other regulations promulgated under the Code that pertain to qualified conservation contributions, as amended through the applicable date of reference.

“Regulatory Signs” mean signs (~~not exceeding one square foot each~~) to control access to the Protected Property or for informational, directional, or interpretive purposes.

“Renewable Energy” means energy that can be used without depleting its source such as solar, wind, geothermal, and movement of water (hydroelectric and tidal).

“Residential Improvements” mean dwellings and Improvements accessory to residential uses such as garage, swimming pool, pool house, tennis court, and children’s play facilities.

“Resource Management Plan” means a record of the decisions and intentions of Landowner prepared by a qualified resource management professional and approved after Review by Easement holder for the purpose of

protecting natural resources that the Conservation Objectives aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan. The definition includes any Forestry Plan as may be defined in this article.

“Review” means review and approval by Easement Holder under the procedure described in Article 6.

“Review Requirements” mean, collectively, any plans, specifications, or other information required for approval of the Subdivision, activity, use, or Improvement under Applicable Law (if any) plus the information required under (a) an exhibit incorporated into this Grant or (b) the Baseline Documentation or (c) if the information described in items (a) and (b) is inapplicable, unavailable, or insufficient under the circumstances, the guidelines for Review of submissions set by Easement Holder to provide sufficient information to conduct its Review.

“Site Improvement” means an unenclosed Improvement such as an Access Drive, Utility Improvement, walkway, boardwalk, retention/detention basin or other stormwater management facility, well, septic system, bridge, parking area or other pavement, lighting fixture, sign, mailbox, fence, wall, gate, man-made pond, berm, and landscaping treatment.

“Structure” means a combination of materials other than natural terrain or unaltered plant growth erected or constructed to form a surface, container, tower, base, wall, sign, decoration, or any similar construct, either temporary or permanent. Examples include a driveway, stairway, a parking lot, a boat ramp or pier, a kiosk, an unenclosed storage lean-to, pedestrian bridge, and an observation platform ~~or tower~~. Depending on the design and use, enclosed trailers may be considered a Structure under this definition.

“Subdivision” means any division of the Protected Property or any Lot within the Protected Property; and any creation of a unit, lot, or parcel of real estate, including subsurface portions of the Protected Property, for separate use or ownership by any means including by lease or by implementing the condominium form of ownership. Examples of Subdivision include, but are not limited to, legal or “de facto” division or subdivision, short subdivision into remainder tracts, platting, testamentary division, or other process by which property is divided in ownership or in which legal or equitable title to different portions of property are held by different owners. Subdivision also includes indirect division through, by way of example: the allocation of property rights among partners, shareholders or membership of any legal entity; the creation of a horizontal property regime, interval or time-share ownership; partitioning among tenants in common; or judicial partition.

“Sustainable” means land management practices that provide goods and services from an ecosystem without degrading the biotic, soil or water resources and without a decline in the yield of those goods and services over time.

“Sustainable Forestry” means an integrated system of management that conserves biological diversity and its associated values, water resources, soils, and unique and fragile ecosystems and landscapes, and, by so doing, maintains the ecological functions and the integrity of the forest. Examples of Best Management Practice approaches for Sustainable Forestry include implementing the principles and criteria promoted by the Forest Stewardship Council and the management standards and practices promoted by the Sustainable Forestry Initiative.

“Uniform Conservation Easement Act” means the Wisconsin act published April 26, 1982, (Chapter 261, Laws of 1981) as amended.

“Utility Improvement” means an Improvement for the reception, storage, or transmission of potable water, stormwater, sewage, electricity, gas, telecommunications, or other sources of power.

“Waiver” means a written commitment by which Easement Holder, without any obligation to do so, agrees to refrain from exercising one or more of its rights and remedies for a specific period of time with respect to a specific set of circumstances.

“Wet Area” means a watercourse, spring, wetland (including vernal pools), or non-impounded standing water, and the area within 100 feet of its edge.

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“Woodland Area” means an area within the Protected Property described as “wooded” or “forested” in the Baseline Documentation or identified as such on the Easement Plan, or if not wooded or forested as of the Easement Date, is designated as successional woodland area on the Easement Plan.

[SIGNATURE PAGES FOLLOW]

Attachment: AS2023_NRC02022023_CBCGNP_OWLTConservationEasement_Draft1.24.23

IN WITNESS WHEREOF, Landowner has executed this document on the ____ day of _____, 2022.

Full name
Title

Full name
Title

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

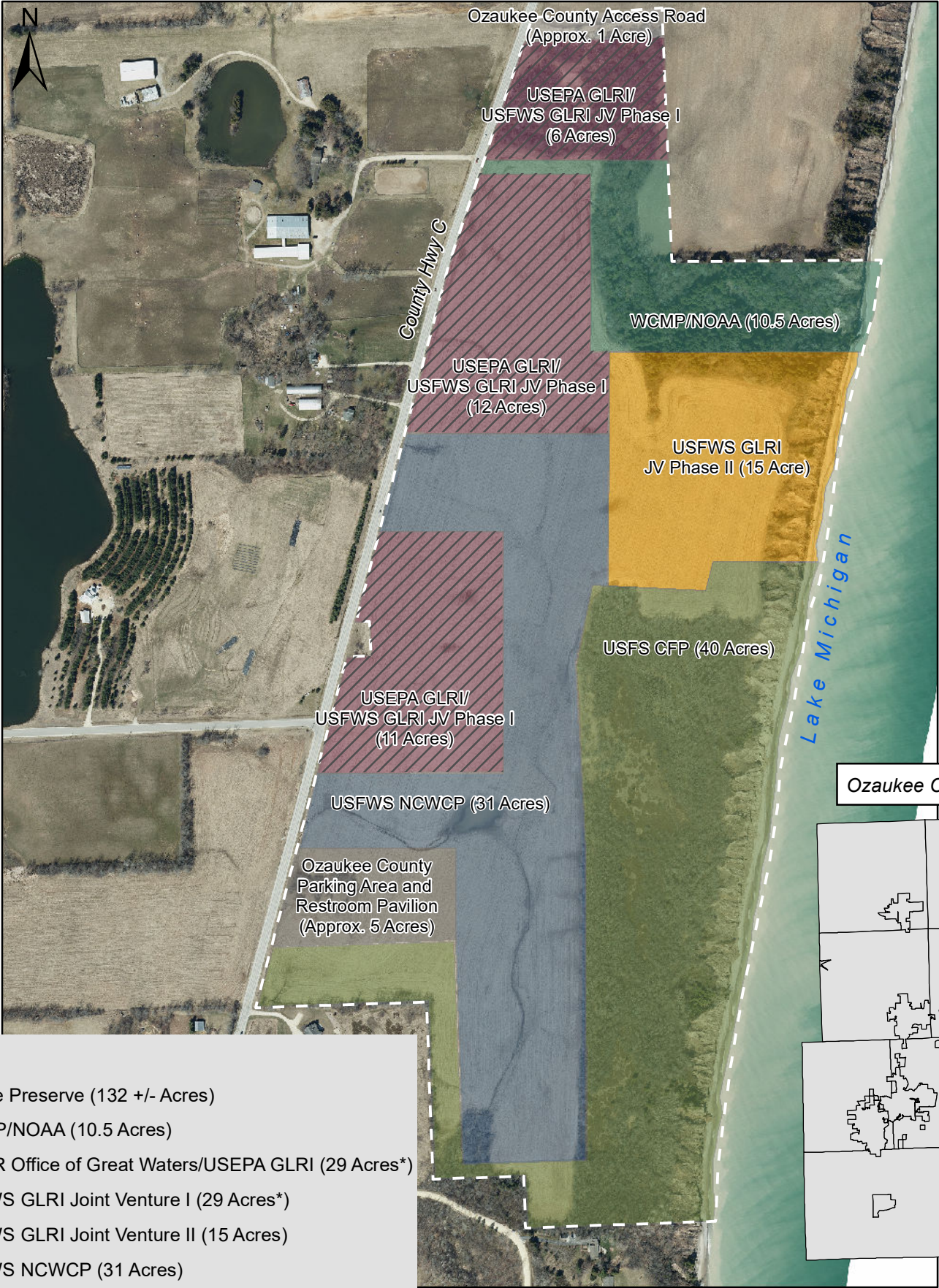
Personally came before me this ____ day of _____, 2022, the above-named _____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged the same.

(_____)
Notary Public, Wisconsin

My Commission: _____

[NOTARY SEAL]

Clay Bluffs Cedar Gorge Nature Preserve
Ozaukee County Park System
Grant Project Areas - July 2022 Update



Legend

- Nature Preserve (132 +/- Acres)
- WCMP/NOAA (10.5 Acres)
- WDNR Office of Great Waters/USEPA GLRI (29 Acres*)
- USFWS GLRI Joint Venture I (29 Acres*)
- USFWS GLRI Joint Venture II (15 Acres)
- USFWS NCWCP (31 Acres)
- USFS Community Forest Program (40 Acres)
- Oz Cty Proposed Access Road (1 Acre)
- Oz Cty Parking Area and Restroom Pavilion (5 Acres)

0 250 500 1,000 Feet

*this is the same 29 acres between two granting agencies



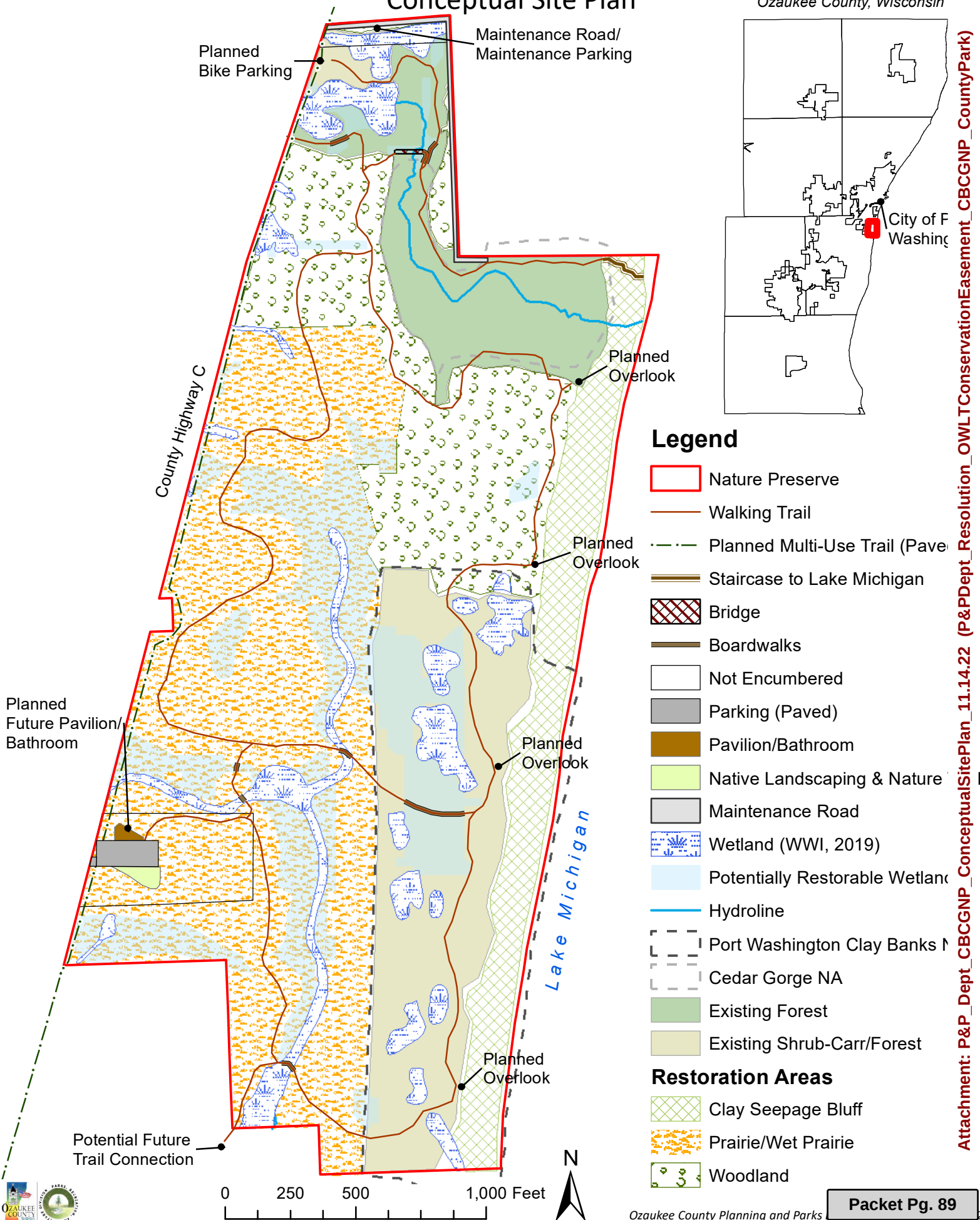
Ozaukee County Park System
July, 2022

Clay Bluffs Cedar Gorge Nature Preserve (134 +/- Acres)

8.a.5.c

Conceptual Site Plan

Ozaukee County, Wisconsin



Attachment: P&P_Dept_CBCGNP_ConceptualSitePlan_11.14.22 (P&PDept_Resolution_OWLTConservationEasement_CBCGNP_CountyPark)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 2, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Bids and Contract for Professional Concessionaire / Restaurant Services at Hawthorne Hills and Mee-Kwon County Park Golf Courses

BACKGROUND INFORMATION: The former concessionaire's, Milwaukee B&E Partners, contract at Hawthorne Hills and Mee-Kwon Park Golf Courses was terminated at the end of the 2022 golf season. To provide potential concessionaires an opportunity to plan and develop a successful business, the Planning and Parks Department publically advertised the golf course concessions/restaurant service beginning in 2023 as a one (1) year contract with an annual renewal possibility for both golf courses or for either golf course. The Request for Proposal (RFP) for the concessions/restaurant services at Hawthorne Hills and Mee-Kwon County Park golf courses was posted on the Ozaukee County bid posting website, the Ozaukee County Planning and Parks Department website, the Ozaukee Press (Class I public notice), and shared with the Wisconsin Restaurant Association (WRA) in Madison and the Wisconsin Tavern League.

ANALYSIS: The RFP was issued on November 17, 2022 with proposals due January 23, 2023. Two (2) proposals from GDG Sport and Hospitality Group and Balkan Strong were received and reviewed for completeness, similar experience, lease payment amount, and additional details necessary to meet requisite goals and criteria. Both proposals include the same annual lease amount

of 4% of total annual gross sales. CDG Sport and Hospitality Group demonstrated their experience and provided a thorough understanding of needs to meet food and beverage service goals and criteria. The CDG Sport and Hospitality Group Managing Partner & CEO has extensive golf industry experience in Wisconsin, including holding a PGA Certified Class A-12 for over 25 years, and has served as a head golf professional at numerous clubs in the Milwaukee area including the County Club of Wisconsin, The Bull at Pinehurst Farms, Missing Links, Squires, and Rainbow Springs. He has also managed over 90 restaurant (Subway) franchises in the Milwaukee Area and is the head coach for Concordia University Wisconsin's (CUW) men's and women's golf teams. The CDG Sport and Hospitality Group Chief Operations Officer has served as the program director and chair for the Sport and Hospitality Business program at CUW. The CDG Sport and Hospitality Group indicated interest in continuing concession services beyond the initial annual term, and noted its unique relationship with CUW to ensure consistent staffing and marketing as part of the CUW Sport and Hospitality Business program (e.g., student or intern support). Thus, the CDG Sport and Hospitality Group proposal is the staff recommended proposal based on a review of qualifications, scope of services, complete and accurate proposal submittal and lease price, interest in longevity, and benefits of coordination with CUW.

FISCAL IMPACT:

Balance Current Year: N/A (Annual 4% lease fee based on total annual gross sales).

Next Year's Cost: N/A

FUNDING SOURCE:

County Levy ____ Non-County Levy X Indicate source: Concessionaire Contract Revenue

RECOMMENDATION: Approve bid, negotiation, and signing of Concessionaire contract with CDG Sport and Hospitality Group for Hawthorne Hills and Mee-Kwon Park Golf Course concessions/restaurants with the proposed 4% annual lease fee based on a total annual gross sales. This contract is contingent upon negotiation of contract terms satisfactory to the Planning and Parks Department and review by Corporation Counsel.

ATTACHMENTS:

- P&P_Dept_GC Concessionaire Proposal Planholders List 1.24.23(PDF)

**Proposal for Ozaukee County Golf Course Concessions
Planholders List - 1/24/2023**

Company Name	Contact Name	Phone Number	Email Address
Balkan Strong	Helen Runjo	262-492-1237	Hrunjo@wi.rr.com
North America Procurement Council Inc., PBC	Eric JOhnson	970-237-4411	bids@napc.me
IMS	Bid Research	858-490-8800	ims_bids@construction.com
National Golf Foundation Consulting, Inc.	JODI C REILLY	561-354-1640	jreilly@ngf.org
AmeriFence Corporation of Wisconsin	Zane Andruss	531-329-4400	leadgeneration@americafence.com
CUW - Sport & Hospitality Business Department	Daniel Underberg	262-243-2178	daniel.underberg@cuw.edu
National Golf Foundation Consultings	Jodi Reilly	561-354-1640	jreilly@ngf.org
North America Procurement Council PBC	Eric Johnson	302-450-1923	bids@napc.me
GDG Sport and Hospitality Group	Greg Nikolai	262-894-1798	greg.nikolai@CUW.edu

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 2, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary 2022 Golf Course Operations Year in Review Summary and Recommended 2023 Golf Course Fees/Rates and Programs

BACKGROUND INFORMATION: The Golf Course Division of the Planning and Parks Department annually evaluates all golf course programs and fees. The evaluation includes comparing specific fees of various categories (e.g. seniors, juniors, golf cars, etc.) to the fees charged by other courses in our area. This evaluation provides the basis for the Natural Resources Committee to review our current and recommended programs and fees and to approve and establish fees and programs for the 2023 golf season.

ANALYSIS: Included in the packet for the Natural Resources Committee is a brief summary of the golf courses (Mee-Kwon Park and Hawthorne Hills) 2022 season and backup information supporting the Department's Golf Course Division recommendation of fees and programs for 2023. Based on surrounding similar golf courses, the 2022 experience (e.g. COVID and good weather and course conditions) and golf industry analysis there are a few changes recommended for 2023.

See supporting documents and presentation.

FISCAL IMPACT:

Balance Current Year N/A

Next Year's Cost: N/A

FUNDING SOURCE:

County Levy ____ Non-County Levy X Indicate source: Golf Course Enterprise Fund (503)

RECOMMENDED MOTION: Approve the recommended Golf Course fees and programs for the 2023 golf season at Hawthorne Hills and Mee-Kwon Park Golf Courses.

ATTACHMENTS:

- 2023 Golf Fee Recommendations 2022 Review_ATSFinal012623 (PDF)
- 2023 Proposed MK HH Fee Rate Increase_ATSFinal012623 (PDF)
- 2023 Proposed Rate Increases_ATSFinal012623 (PDF)
- Competitor Golf Rates_ATSFinal012623 (PDF)
- History fee changes 1999-2023_ATSFinal012623 (PDF)
- Monthly Revenue By Year_ATSFinal012623 (PDF)

- Monthly Rounds By Year_ATSFinal012623 (PDF)
- Planning and Parks Department Metrics Reporting_Golf_ATSFinal012623 (PDF)
- Yearly Golf Rounds Summary_ATSFinal012623 (PDF)
- Yearly Merchandise Buying Plan_ATSFinal012623 (PDF)

2023

GOLF FEE

RECOMMENDATIONS

&

2022 REVIEW

PRESENTED TO

NATURAL RESOURCES COMMITTEE

February 2023

2022 REVIEW

Mee-Kwon Park

<u>Year</u>	<u>Open</u>	<u>Close</u>
2022	March 16	November 11
2021	March 13	December 3
2020	April 24	December 11
2019	March 27	October 31
2018	March 28	November 6
2017	March 31	November 21
2016	March 11	December 3
2015	March 13	December 22

Hawthorne Hills

<u>Year</u>	<u>Open</u>	<u>Close</u>
2022	March 28	November 11
2021	March 20	November 18
2020	April 24	December 11
2019	April 2	October 31
2018	April 11	November 6
2017	April 7	November 17
2016	April 14	November 18
2015	March 29	November 20

Result:

The 2022 golf season produced 74,000 rounds of golf with \$2,520,441 in gross revenue collected. The final numbers for 2021 were 77,677 rounds of golf played and \$2,538,473 collected. A 5% decrease in round played and .7% decrease in gross revenue. We experienced 26 less golf days in 2022 than in 2021.

Record monthly revenue was recorded at both facilities in May, June, and July. Mee-Kwon also recorded a record month in August as well. Despite a 5% decrease in rounds played, we increased the price per person per visit by 4.2% (\$34.06 per person in 2022 from \$32.68 per person in 2021).

Positive factors:

1. We experienced a 32% increase in sales of discount ID cards over the past three years (4,980 in 2022 – 3,765 in 2020).
2. Individual cart ridership has had a two-fold effect. Faster pace of play, which has resulted in greater customer satisfaction, for the same price point.
3. 5% increase in green fees.
4. Most employers still allow their staff to work from home providing greater flexibility to play our facilities.

The combination of our golf course conditions and price point compared to our competitors are our assets to the golfing community and our county residents.

2023 GOLF RECOMMENDATIONS

OBJECTIVE: Our revenue objective for 2023 is \$2,350,000. 68,600 rounds @ \$34.06 per person. We anticipate meeting our revenue objectives through the following recommendations:

1. An increase in golf cart and green fees to stay competitive with area public golf courses.
2. Sales of discount ID cards, merchandise, and gift cards.
3. Revenue collection of no-show golfers.
4. Improved online reservation system.
5. Continued golf course and service improvements.
6. New concessionaire (food and beverage) restaurant vendor.
7. Continued support of community ventures including significant donations and support of the County Parks operations.

SUMMARY OF 2023 RECOMMENDATIONS:

1. A \$.50 increase in the 9-hole golf cart rate and a \$1.00 increase in the 18-hole golf cart rate along with green fee increases from \$.25 to \$1.75 will generate approx. \$85,000 in additional revenue. This increase will keep us competitive with the public golf cart rates in our area.
2. The purchase of Discount ID Cards and Gift certificates will be available online. With advance player education and promotion we anticipate 5,000 ID cards purchased.
3. Improved online reservations will include the ability to capture revenue from public golfers that no-show their tee time.
4. Additional services will include on-course wifi for the new food and beverage vendor.
5. Continue individual cart ridership at the same price point to maintain customer satisfaction and pace of play. Ability to check-in through our mobile terminals. Offer social media information as well as periodic text and e-mail blasts highlighting our facilities and events. Upgrades to our bunker maintenance, grass conditions and tree removal and tree planting programs will continue to enhance the customer experience.
6. The new food and beverage vendor will greatly improve our overall image. Commitment to inter-office communication to enhance the customer's experience.
7. We will continue to be a partner in Ozaukee County events through equipment usage, donated rounds of golf, Autumn Open, and area high schools and universities.

BACKUP DETAIL CHARTS

1. RATE FEE COMPARISON CHART
 - a. 2022 summer rates for competing golf course
2. 2023 OZAUKEE COUNTY GOLF FEE STRUCTURE
 - a. All fees
3. SUMMARY OF ANNUAL GOLF FEE CHANGES
 - a. Fee structure since 1999
4. MONTHLY REVENUE BY YEAR
 - a. Monthly revenue since 2018

The goal of Hawthorne Hills and Mee-Kwon Park golf courses is to provide our customers with excellent customer service, premium course conditions, and competitive golf fees that deliver an outstanding value to our customer as well as continuing to make our courses a profitable and self sustaining asset to Ozaukee County.



Hawthorne Hills
4720 CTY HWY I
Saukville, WI 53080
262-268-7701

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Mee-Kwon Park
6333 Bonniwell Rd.
Mequon, WI 53097
262-242-1310



Hawthorne Hills
4720 CTY HWY I
Saukville, WI 53080
262-268-7701

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Mee-Kwon Park
6333 Bonniwell Rd.
Mequon, WI 53097
262-242-1310



Hawthorne Hills
4720 CTY HWY I
Saukville, WI 53080
262-268-7701

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Mee-Kwon Park
6333 Bonniwell Rd.
Mequon, WI 53097
262-242-1310

SPRING RATES - Open to May 1
EARLY BIRD RATES - Prior to 7:30 AM Weekdays
May 2 to Sept 23

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 15.64	\$ 26.30	\$ 16.82	\$ 31.75
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 11.14	\$ 14.22	\$ 15.40	\$ 22.04
Senior	\$ 12.32	\$ 17.06	\$ 15.40	\$ 22.04
Adult	\$ 14.22	\$ 19.91	\$ 15.40	\$ 22.04

SUMMER RATES
May 2 to September 25

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 22.04	\$ 36.73	\$ 24.17	\$ 42.18
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 12.32	\$ 16.59	\$ 19.91	\$ 33.18
Senior	\$ 14.22	\$ 18.01	\$ 19.91	\$ 33.18
Adult	\$ 17.54	\$ 26.78	\$ 19.91	\$ 33.18

FALL RATES - September 26 to Close

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 15.64	\$ 26.30	\$ 16.82	\$ 31.75
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 11.14	\$ 14.22	\$ 15.40	\$ 22.04
Senior	\$ 12.32	\$ 17.06	\$ 15.40	\$ 22.04
Adult	\$ 14.22	\$ 19.91	\$ 15.40	\$ 22.04

CART FEES

WEEKDAYS/WEEKENDS	
9 HOLES	18 HOLES
\$9.00	\$16.11

TWILIGHT RATES
Weekends & Holidays after 1:00
May 2 Sept 25

WEEKENDS	
9 HOLES	18 HOLES
\$ 21.09	\$ 33.65
WEEKENDS	
9 HOLES	18 HOLES
*Family Special	
\$ 16.59	\$ 24.17
\$ 16.59	\$ 29.86

ID CARD ANNUAL FEES

Type	Price
Jr & College (7 to 22)	\$ 10.00
Resident Regular (18 to 61)	\$ 15.00
Resident Senior (62+)	\$ 25.00
Non Resident (18+)	\$ 40.00

OZAUKEECOUNTYGOLF.COM

Active duty military receive senior rates

Weekday observed holidays will be considered weekend rates

***Family Special** - Juniors (7-17) with Discount ID Card receive free green fees when golfing with an adult after 1:00 pm weekends and holidays. Adults pay twilight green fees.

Maximum of three (3) juniors per adult.

Sales tax not included in prices

SPRING RATES - Open to April 30
EARLY BIRD RATES - Prior to 7:30 AM Weekdays
May 1 to Sept 29

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 16.11	\$ 26.54	\$ 18.96	\$ 32.23
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 11.37	\$ 15.16	\$ 16.11	\$ 22.75
Senior	\$ 12.32	\$ 17.06	\$ 16.11	\$ 22.75
Adult	\$ 14.22	\$ 20.85	\$ 16.11	\$ 22.75

SUMMER RATES
May 1 to September 30

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 22.75	\$ 36.97	\$ 24.64	\$ 42.65
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 12.32	\$ 17.06	\$ 19.91	\$ 33.18
Senior	\$ 13.27	\$ 18.96	\$ 19.91	\$ 33.18
Adult	\$ 18.01	\$ 27.49	\$ 19.91	\$ 33.18

FALL RATES - October 1 to Close

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 16.11	\$ 26.54	\$ 18.96	\$ 32.23
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 11.37	\$ 15.16	\$ 16.11	\$ 22.75
Senior	\$ 12.32	\$ 17.06	\$ 16.11	\$ 22.75
Adult	\$ 14.22	\$ 20.85	\$ 16.11	\$ 22.75

CART FEES

WEEKDAYS/WEEKENDS	
9 HOLES	18 HOLES
\$9.48	\$17.06

TWILIGHT RATES
Weekends & Holidays after 1:00
May 1 Sept 24

WEEKENDS	
9 HOLES	18 HOLES
\$ 21.80	\$ 36.02
WEEKENDS	
9 HOLES	18 HOLES
*Family Special	
\$ 17.06	\$ 26.54
\$ 17.06	\$ 26.54

ID CARD ANNUAL FEES

Type	Price
Jr & College (7 to 22)	\$ 10.00
Resident Regular (18 to 61)	\$ 15.00
Resident Senior (62+)	\$ 25.00
Non Resident (18+)	\$ 40.00

OZAUKEECOUNTYGOLF.COM

Active duty military receive senior rates

Weekday observed holidays will be considered weekend rates

***Family Special** - Juniors (7-17) with Discount ID Card receive free green fees when golfing with an adult after 1:00 pm weekends and holidays. Adults pay twilight green fees.

Maximum of three (3) juniors per adult.

Sales tax not included in prices

SPRING RATES - Open to April 30
EARLY BIRD RATES - Prior to 7:30 AM Weekdays
May 1 to Sept 22

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 17.00	\$ 28.00	\$ 20.00	\$ 34.00
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 12.00	\$ 16.00	\$ 17.00	\$ 24.00
Senior	\$ 13.00	\$ 18.00	\$ 17.00	\$ 24.00
Adult	\$ 15.00	\$ 22.00	\$ 17.00	\$ 24.00

SUMMER RATES
May 1 to September 30

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 24.00	\$ 39.00	\$ 26.00	\$ 45.00
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 13.00	\$ 18.00	\$ 21.00	\$ 35.00
Senior	\$ 14.00	\$ 20.00	\$ 21.00	\$ 35.00
Adult	\$ 19.00	\$ 29.00	\$ 21.00	\$ 35.00

FALL RATES - October 1 to Close

PUBLIC FEES	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Green Fees	\$ 17.00	\$ 28.00	\$ 20.00	\$ 34.00
ID CARD	WEEKDAYS		WEEKENDS	
	9 HOLES	18 HOLES	9 HOLES	18 HOLES
Jr/College	\$ 12.00	\$ 16.00	\$ 17.00	\$ 24.00
Senior	\$ 13.00	\$ 18.00	\$ 17.00	\$ 24.00
Adult	\$ 15.00	\$ 22.00	\$ 17.00	\$ 24.00

CART FEES

WEEKDAYS/WEEKENDS	
9 HOLES	18 HOLES
\$10.00	\$18.00

TWILIGHT RATES
Weekends & Holidays after 1:00
May 1 Sept 24

WEEKENDS	
9 HOLES	18 HOLES
\$ 23.00	\$ 38.00
WEEKENDS	
9 HOLES	18 HOLES
*Family Special	
\$ 18.00	\$ 28.00
\$ 18.00	\$ 28.00

ID CARD ANNUAL FEES

Type	Price
Jr & College (7 to 22)	\$ 10.55
Resident Regular (18 to 61)	\$ 15.82
Resident Senior (62+)	\$ 26.38
Non Resident (18+)	\$ 42.20

OZAUKEECOUNTYGOLF.COM

Active duty military receive senior rates

Weekday observed holidays will be considered weekend rates

***Family Special** - Juniors (7-17) with Discount ID Card receive free green fees when golfing with an adult after 1:00 pm weekends and holidays. Adults pay twilight green fees.

Maximum of three (3) juniors per adult.

Sales tax included in prices

2023 Proposed Rate Increases

Proposed Items for Rate Changes	Total 2022 Rounds		Prices		Change	Total Increase	
Public	Mee-Kwon	Hawthorne	2022 Rate	2023 Proposed Rate	Difference	Total Revenue Increase / Decrease	
Weekday 9-Holes Spring/Fall	622	322	\$ 16.50	\$ 17.00	\$ 0.50	\$ 472.00	
Weekend 9-Holes Spring/Fall	406	325	\$ 17.75	\$ 18.00	\$ 0.25	\$ 182.75	
Weekday 18-Holes Spring/Fall	508	431	\$ 27.75	\$ 28.00	\$ 0.25	\$ 234.75	
Weekend 18-Holes Spring/Fall	561	432	\$ 33.50	\$ 34.00	\$ 0.50	\$ 496.50	
Weekday 9-Holes Summer	3556	2134	\$ 23.25	\$ 24.00	\$ 0.75	\$ 4,267.50	
Weekend 9-Holes Summer	706	76	\$ 25.50	\$ 26.00	\$ 0.50	\$ 391.00	
Weekday 18-Holes Summer	2271	1520	\$ 38.75	\$ 39.00	\$ 0.25	\$ 947.75	
Weekend 18-Holes Summer	2789	2182	\$ 44.50	\$ 45.00	\$ 0.50	\$ 2,485.50	
Twilight 9-Holes Summer	1135	792	\$ 22.25	\$ 23.00	\$ 0.75	\$ 1,445.25	
Twilight 18-Holes Summer	405	336	\$ 35.50	\$ 36.00	\$ 0.50	\$ 370.50	
ID Card							\$ 11,293.50
Weekday Jr/College 9-Hole Spring/Fall	230	111	\$ 11.75	\$ 12.00	\$ 0.25	\$ 85.25	
Weekend Jr/College 9-Hole Spring/Fall	10	9	\$ 16.25	\$ 17.00	\$ 0.75	\$ 14.25	
Weekday Jr/College 18-Hole Spring/Fall	230	42	\$ 15.00	\$ 16.00	\$ 1.00	\$ 272.00	
Weekend Jr/College 18-Hole Spring/Fall	11	4	\$ 23.25	\$ 24.00	\$ 0.75	\$ 11.25	
Weekend Senior 9-Hole Spring/Fall	121	45	\$ 16.25	\$ 18.00	\$ 1.75	\$ 290.50	
Weekend Senior 18-Hole Spring/Fall	1181	461	\$ 23.25	\$ 24.00	\$ 0.75	\$ 1,231.50	
Weekend Adult 9-Hole Spring/Fall	140	72	\$ 16.25	\$ 18.00	\$ 1.75	\$ 371.00	
Weekend Adult 18-Hole Spring/Fall	925	364	\$ 23.25	\$ 24.00	\$ 0.75	\$ 966.75	
Weekday Jr/College 18-Hole Summer	612	423	\$ 17.50	\$ 18.00	\$ 0.50	\$ 517.50	
Weekday Senior 18-Hole Summer	8094	7264	\$ 19.00	\$ 20.00	\$ 1.00	\$ 15,358.00	
Weekday Adult 9-Hole Summer	2238	1654	\$ 18.50	\$ 19.00	\$ 0.50	\$ 1,946.00	
Weekday Adult 18-Hole Summer	959	745	\$ 28.25	\$ 29.00	\$ 0.75	\$ 1,278.00	
Other							\$ 22,342.00
9-Hole Cart Fee	13031	11725	\$ 9.50	\$ 10.00	\$ 0.50	\$ 12,378.00	
18-Hole Cart Fee	13378	12911	\$ 17.00	\$ 18.00	\$ 1.00	\$ 26,289.00	
Employee Cart Fee	606	622	\$ -	\$ 10.00	\$ 10.00	\$ 12,280.00	
							\$ 50,947.00
							\$ 84,582.50

COMPETITOR RATE FEE COMPARISON

2022 Public Summer Rates

Course	Notes	Weekday Rates		Weekend/Holiday		Twilight Fee	Sunset Fee	Cart Fee		Pull Cart Fee	
		9 Holes	18 Holes	9 Holes	18 Holes	9/18		9 Holes	18 Holes	9 Holes	18 Ho
Edgewater (9 hole course)		\$ 14.78	N/A	\$ 16.90	N/A			\$ 7.40			
Brown Deer Golf Course		\$ 43.00	\$ 79.00	\$ 43.00	\$ 79.00	\$34/\$79	\$ 15.00	\$ 13.00	\$ 19.00	\$ 5.00	\$ 7.00
Fire Ridge Golf Course	Walking/Riding fee. Monday rate \$26.40/\$43.30 - 18 w/cart	\$ 31.68	\$ 47.52	\$ 36.96	\$ 63.36	\$ 26.40		\$ 9.00	\$ 16.00		
The Bog	Rates change per time of day - Open-10am 10am-3:00pm 3:00pm-close	\$ 50.00	\$69.00 \$79.00 \$60.00	\$ 50.00	\$110.00 \$89.00 \$65.00	\$ 40.00					
Washington County		\$ 31.00	\$ 50.00	\$ 36.00	\$ 65.00	\$32.50/\$49.00		\$ 12.00	\$ 20.00		
West Bend Lakes		\$ 19.00	\$ 29.00	\$ 31.00	\$ 31.00			\$ 9.00	\$ 17.00		
Ozaukee Country Courses		\$ 22.04	\$ 36.73	\$ 24.17	\$ 42.18	\$21.09/\$33.65		\$ 9.00	\$ 16.11	\$ 4.74	\$ 6.00

2022 Card Holder Summer Rates

Course	Discount Card Fee	Weekday Rates		Weekend/Holiday		Twilight Fee	Sunset Fee	Cart Fee		Pull Cart Fee	
		9 Holes	18 Holes	9 Holes	18 Holes	9/18		9 Holes	18 Holes	9 Holes	18 Ho
Edgewater	N/A										
Brown Deer Golf Course	All Wisconsin Residents \$25/\$40/\$50 Rates are 1/2/3 year fee	\$ 25.00	\$ 41.00	\$ 30.00	\$ 46.00	\$23/\$40	\$ 14.00	\$ 11.00	\$ 17.00	\$ 4.00	\$ 6.00
Fire Ridge Golf Course	N/A										
The Bog	N/A										
Washington County	\$50 Non-resident	\$ 26.00	\$ 43.00	\$ 31.50	\$ 47.00	\$32.50/\$49.00		\$ 12.00	\$ 20.00		
West Bend Lakes	N/A										
Ozaukee Country Courses	\$10/\$15/\$25/\$40 Junior & Student/Regular resident/Senior Resident/Non-resident	\$ 17.54	\$ 26.78	\$ 19.90	\$ 33.18	\$16.59/\$29.86		\$ 9.00	\$ 16.11	\$ 4.74	\$ 6.00

Attachment: Competitor Golf Rates_ATSFinal012623

ANNUAL GOLF FEE INCREASES 1999 - 2023*																									
	1999	2000	2001	2002	2003	2004	2005	2006	2007	2008	2009	2010	2011	2012	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	2023
WEEKDAY																									
Senior w/disc. Card																									
9 holes	\$7.00	\$8.00	\$9.00	\$9.00	\$9.00	\$9.00	\$10.00	\$10.00	\$10.00	\$10.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$12.00	\$12.00	\$12.00	\$12.66	\$14.00	\$15.00
18 holes	\$11.00	\$12.00	\$13.00	\$13.00	\$13.00	\$13.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$15.00	\$15.00	\$15.00	\$16.00	\$16.00	\$16.00	\$16.88	\$19.00	\$20.00
Jr/Student w/disc. Card																									
9 holes	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$3.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.00	\$11.60	\$13.00	\$13.00
18 holes	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$5.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$10.00	\$14.00	\$14.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.82	\$17.50	\$18.00
Regular w/disc.card																									
9 holes	\$9.00	\$10.00	\$11.00	\$11.00	\$12.00	\$12.00	\$13.00	\$13.00	\$14.00	\$14.00	\$15.00	\$15.00	\$15.00	\$15.00	\$15.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.00	\$16.88	\$18.50	\$18.00
18 holes	\$14.00	\$15.00	\$16.00	\$16.00	\$18.00	\$18.00	\$19.00	\$20.00	\$21.00	\$22.00	\$23.00	\$24.00	\$24.00	\$25.00	\$25.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$26.00	\$27.43	\$28.25	\$28.00
Without disc. Card																									
9 holes	\$13.00	\$14.00	\$15.00	\$15.00	\$17.00	\$17.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$20.00	\$21.10	\$23.25	\$24.00
18 holes	\$22.00	\$23.00	\$24.00	\$25.00	\$27.00	\$27.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$28.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$35.00	\$35.00	\$35.00	\$36.92	\$38.75	\$39.00
WEEKEND																									
All w/o disc. Card																									
9 holes	\$11.00	\$12.00	\$14.00	\$15.00	\$15.00	\$15.00	\$16.00	\$16.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$17.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.00	\$18.99	\$21.00	\$21.00
18 holes	\$16.00	\$17.00	\$19.00	\$20.00	\$22.00	\$22.00	\$23.00	\$24.00	\$26.00	\$26.00	\$28.00	\$29.00	\$29.00	\$29.00	\$29.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$30.00	\$31.65	\$35.00	\$35.00
All w/o disc. Card																									
9 holes	\$15.00	\$16.00	\$19.00	\$20.00	\$20.00	\$20.00	\$21.00	\$21.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$22.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$23.00	\$24.26	\$25.50	\$26.00
18 holes	\$24.00	\$25.00	\$26.00	\$27.00	\$30.00	\$30.00	\$30.00	\$32.00	\$33.00	\$33.00	\$33.00	\$34.00	\$34.00	\$35.00	\$35.00	\$35.00	\$35.00	\$35.00	\$40.00	\$40.00	\$40.00	\$40.00	\$42.20	\$44.50	\$45.00
POWER CARS																									
9 hole	\$6.00	\$6.00	\$6.00	\$7.00	\$7.00	\$7.00	\$7.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$8.00	\$9.00	\$9.00	\$9.00	\$9.50	\$9.50	\$10.00
18 hole	\$12.00	\$12.00	\$12.00	\$13.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$14.00	\$15.00	\$15.00	\$15.00	\$15.00	\$16.00	\$16.00	\$16.00	\$16.88	\$17.00	\$18.00

* All rate include WI sales tax.

Attachment: History fee changes 1999-2023_ATSFinal012623

Hawthorne Hills monthly revenue by year

Year	2018	2019	2020	2021	2022	5 YR Averages	Max. Days	Min. Days
Open Date	11-Apr-18	2-Apr-19	24-Apr-20	20-Mar-21	28-Mar-22			
End Date	6-Nov-18	29-Oct-19	10-Dec-20	18-Nov-21	11-Nov-22			
Total Days	207	210	231	243	228	224	248	207
Total Rain Days (< \$1,000)	63	39	44	32	46	45	27	63
Total Golf Days	144	171	187	211	182	179	221	144
	Revenue					Monthly Average	Max. Revenue	Min. Revenue
March	\$ 446.00	\$ 25.00	\$ -	\$ 5,601.26	\$ 218.64	\$ 1,258.18	\$ 39,961.00	\$ -
April	\$ 26,488.00	\$ 34,215.74	\$ 13,536.67	\$ 77,591.11	\$ 23,384.35	\$ 35,043.17	\$ 77,591.11	\$ 13,536.
May	\$ 138,432.46	\$ 103,192.25	\$ 140,237.30	\$ 175,016.16	\$ 173,397.77	\$ 146,055.19	\$ 175,016.16	\$ 103,192.
June	\$ 155,737.00	\$ 152,038.99	\$ 199,681.27	\$ 208,710.81	\$ 228,449.18	\$ 188,923.45	\$ 228,449.18	\$ 149,131.
July	\$ 166,873.00	\$ 169,005.00	\$ 214,103.08	\$ 249,237.08	\$ 254,526.37	\$ 210,748.91	\$ 254,526.37	\$ 166,160.
August	\$ 145,863.00	\$ 164,407.00	\$ 212,055.14	\$ 218,491.35	\$ 225,669.71	\$ 193,297.24	\$ 225,669.71	\$ 145,863.
September	\$ 98,331.00	\$ 118,030.25	\$ 153,847.56	\$ 175,730.23	\$ 164,521.44	\$ 142,092.10	\$ 175,730.23	\$ 98,331.
October	\$ 27,996.87	\$ 35,118.00	\$ 62,163.56	\$ 84,077.97	\$ 83,765.55	\$ 58,624.39	\$ 84,077.97	\$ 27,996.
November	\$ 2,140.50	\$ -	\$ 38,859.45	\$ 18,451.35	\$ 22,035.78	\$ 16,297.42	\$ 38,859.45	\$ -
December	\$ -	\$ -	\$ 4,750.62	\$ -	\$ -	\$ 950.12	\$ 4,750.62	\$ -
Yearly Revenue (w/sales tax)	\$ 762,307.83	\$ 776,032.23	\$ 1,039,234.65	\$ 1,212,907.32	\$ 1,175,968.79	\$ 915,573.81	\$ 1,304,631.80	\$ 704,210.
Yearly Rounds (all players)	25,620	26,305	35,541	36,306	33,784	30,629		
Revenue/player	\$ 29.75	\$ 29.50	\$ 29.24	\$ 33.41	\$ 34.81	\$ 29.74		

Mee-Kwon Park monthly revenue by year

Year	2018	2019	2020	2021	2022	5 YR Averages	Max. Days	Min. Days
Open Date	28-Mar-18	27-Mar-19	24-Apr-20	13-Mar-21	16-Mar-22			
End Date	6-Nov-18	31-Oct-19	11-Dec-20	3-Dec-21	11-Nov-22			
Total Days	224	218	232	264	240	236	281	222
Total Rain Days (< \$1,000)	54	40	39	45	45	45	31	62
Total Golf Days	170	178	193	219	195	191	250	160
	Revenue					Monthly Average	Max. Revenue	Min. Revenue
March	\$ 4,541.00	\$ 5,345.50	\$ -	\$ 28,292.33	\$ 13,690.11	\$ 10,373.79	\$ 51,872.00	\$ -
April	\$ 35,300.00	\$ 49,796.82	\$ 18,252.14	\$ 100,957.19	\$ 35,751.87	\$ 48,011.60	\$ 100,957.19	\$ 18,252.
May	\$ 149,484.57	\$ 118,700.25	\$ 149,811.63	\$ 191,736.24	\$ 198,084.68	\$ 161,563.47	\$ 198,084.68	\$ 118,700.
June	\$ 165,535.00	\$ 177,223.65	\$ 211,727.57	\$ 220,645.63	\$ 246,482.94	\$ 204,322.96	\$ 246,482.94	\$ 163,448.
July	\$ 182,055.29	\$ 183,586.00	\$ 218,807.12	\$ 254,780.90	\$ 289,682.11	\$ 225,782.28	\$ 289,682.11	\$ 168,091.
August	\$ 156,096.00	\$ 190,708.00	\$ 215,793.26	\$ 213,614.74	\$ 250,295.15	\$ 205,301.43	\$ 250,295.15	\$ 156,096.
September	\$ 107,998.00	\$ 121,824.50	\$ 166,318.10	\$ 191,921.63	\$ 183,597.67	\$ 154,331.98	\$ 191,921.63	\$ 107,998.
October	\$ 35,873.75	\$ 46,439.00	\$ 76,065.94	\$ 95,181.94	\$ 89,566.22	\$ 68,625.37	\$ 95,181.94	\$ 35,873.
November	\$ 3,727.00	\$ 3,377.00	\$ 46,632.85	\$ 30,898.43	\$ 29,624.39	\$ 22,851.93	\$ 46,632.85	\$ 3,377.
December	\$ 3,877.00	\$ 1,394.49	\$ 12,867.30	\$ 7,377.81	\$ 2,376.73	\$ 5,578.67	\$ 12,867.30	\$ -
Yearly Revenue (w/sales tax)	\$ 844,487.61	\$ 898,395.21	\$ 1,116,275.91	\$ 1,335,406.84	\$ 1,339,151.87	\$ 1,027,262.81	\$ 1,483,977.79	\$ 771,836.
Yearly Rounds (all players)	29,002	30,871	40,787	41,371	40,216	35,254		
Revenue/player	\$ 29.12	\$ 29.10	\$ 27.37	\$ 32.28	\$ 33.30	\$ 29.07		

Course	2018	2019	2020	2021	2022	2023		
Mee-Kwon Park	\$ 844,487.61	\$ 898,395.21	\$ 1,116,275.91	\$ 1,335,406.84	\$ 1,339,151.87			
Hawthorne Hills	\$ 762,307.83	\$ 776,032.23	\$ 1,039,234.65	\$ 1,212,907.32	\$ 1,175,968.79			
Gross Total	\$ 1,606,795.44	\$ 1,674,427.44	\$ 2,155,510.56	\$ 2,548,314.16	\$ 2,515,120.66			
Difference from 5 Yr Average	(336,041.17)	(268,409.17)	207,904.92	600,708.52	572,284.05			
Revenue per days open	\$ 9,451.74	\$ 9,406.90	\$ 11,285.40	\$ 10,193.26	\$ 12,898.05			
		Current Year	5 year average	10 year average	Max revenue	Min revenue		
Hawthorne Hills		\$ 1,175,968.79	\$ 915,573.81	\$ 914,644.86	\$ 1,304,631.80	\$ 704,210.79		
Mee-Kwon		\$ 1,339,151.87	\$ 1,027,262.81	\$ 1,032,960.78	\$ 1,483,977.79	\$ 771,836.14		
Total		\$ 2,515,120.66	\$ 1,942,836.61	\$ 1,947,605.64	\$ 2,788,609.59	\$ 1,476,046.93		

**Monthly Rounds Played
HH & MK**

Date	Hawthorne Hills										5 yr Average
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
March-May	6361	6682	6932	6477	5922	5271	4750	5080	7744	5581	5685
June	6300	5531	5898	5873	5325	5210	4980	6625	6267	6654	5947
July	6932	6749	6503	6218	5910	5572	5727	7274	6991	7181	6549
August	6751	6318	6265	5883	5800	5031	5647	7293	6875	6683	6306
September	4921	4346	4389	3871	3871	3209	3789	5257	4959	4567	4356
October - December	2282	2209	3094	3140	1971	1327	1412	4012	3470	3118	2668
TOTALS	33547	31835	33081	31462	28799	25620	26305	35541	36306	33784	31511

Date	Mee-Kwon Park										5 yr Average
	2013	2014	2015	2016	2017	2018	2019	2020	2021	2022	
March-May	7181	7597	8604	8206	6800	6139	6043	5716	9122	6618	6728
June	7029	6188	6707	6563	6350	5582	5726	7393	6864	7464	6606
July	7685	7678	7280	6733	6798	6180	6381	8066	7942	8516	7417
August	7367	6766	7022	6283	6550	5803	6725	7906	6886	7765	7017
September	5434	4628	4973	4378	4994	3605	4175	5836	5699	5235	4910
October - December	3442	2740	4772	4021	2453	1693	1821	5870	4858	4618	3772
TOTALS	38138	35597	39358	36184	33945	29002	30871	40787	41371	40216	36449

Date	HH & MK Combined Total										5 yr Average
	2013 Total	2014 Total	2015 Total	2016 Total	2017 Total	2018 Total	2019 Total	2020 Total	2021 Total	2022 Total	
March-May	13542	14279	15536	14683	12722	11410	10793	10796	16866	12199	12413
June	13329	11719	12605	12436	11675	10792	10706	14018	13131	14118	12553
July	14617	14427	13783	12951	12708	11752	12108	15340	14933	15697	13966
August	14118	13084	13287	12166	12350	10834	12372	15199	13761	14448	13323
September	10355	8974	9362	8249	8865	6814	7964	11093	10658	9802	9266
October - December	5724	4949	7866	7161	4424	3020	3233	9882	8328	7736	6440
TOTALS	71685	67432	72439	67646	62744	54622	57176	76328	77677	74000	67961

Staff Reporting:		Evan												
Year	Month	# Mee Kwon Golfers	\$ MeeKwon Golf Course Revenue	\$ MeeKwon Revenue Per Golfer	# Hawthorne Golfers	\$ Hawthorne Golf Course Revenue	\$ Hawthorne Revenue Per Golfer	# Total Golfers	\$ Total Revenue Per Golfer	\$ Total Golf Course Revenue	\$ Total Pro Shop Revenue	Net \$: Revenues / Expenses	# of on-line Reservations	% Online Reservations
2019	January	0	\$ 4.00	#DIV/0!	0	\$ -	#DIV/0!	0		\$ 4.00	\$ -	\$ -	0	0%
	February	0	\$ 44.00	#DIV/0!	0	\$ -	#DIV/0!	0		\$ 44.00	\$ -	\$ -	0	0%
	March	265	\$ 5,255.50	\$ 19.83	0	\$ 25.00	#DIV/0!	265	\$ 19.93	\$ 5,280.50	\$ 213.53	\$ 79.14	18	7%
	April	1878	\$ 49,340.82	\$ 26.27	1235	\$ 34,215.74	\$ 27.71	3113	\$ 26.84	\$ 83,556.56	\$ 2,850.25	\$ 687.70	581	19%
	May	3900	\$ 118,090.25	\$ 30.28	3515	\$ 103,192.25	\$ 29.36	7415	\$ 29.84	\$ 221,282.50	\$ 4,666.49	\$ 1,332.92	1242	17%
	June	5726	\$ 176,229.65	\$ 30.78	4980	\$ 151,993.99	\$ 30.52	10706	\$ 30.66	\$ 328,223.64	\$ 8,607.29	\$ 2,265.33	2445	23%
	July	6381	\$ 184,966.33	\$ 28.99	5727	\$ 169,005.48	\$ 29.51	12108	\$ 29.23	\$ 353,971.81	\$ 9,812.78	\$ 2,777.48	2161	18%
	August	6725	\$ 190,350.15	\$ 28.30	5647	\$ 164,407.00	\$ 29.11	12372	\$ 28.67	\$ 354,757.15	\$ 11,510.74	\$ 4,689.53	2024	16%
	September	4175	\$ 121,041.50	\$ 28.99	3789	\$ 118,030.25	\$ 31.15	7964	\$ 30.02	\$ 239,071.75	\$ 6,409.15	\$ 1,604.72	1376	17%
	October	1804	\$ 45,484.25	\$ 25.21	1412	\$ 35,118.25	\$ 24.87	3216	\$ 25.06	\$ 80,602.50	\$ 1,874.75	\$ 513.07	726	23%
	November	17	\$ 3,042.00	\$ 178.94	0	\$ -	\$ -	17	\$ 178.94	\$ 3,042.00	\$ 2,532.67	\$ 4.24	1	6%
	December	0	\$ 1,431.49	#DIV/0!	0	\$ -	\$ -	0	\$ -	\$ 1,431.49	\$ 1,296.18	\$ 165.93		0%
	Totals	30871	\$ 895,279.94		26,305	\$ 775,987.96		57176		\$ 1,671,267.90	\$ 49,773.83	\$ 14,120.06	10574	18%
2020	January	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -	0	0%
	February	0	\$ 25.00	\$ -	0	\$ -	\$ -	0	\$ -	\$ 25.00	\$ -	\$ -	0	0%
	March	0	\$ 55.00	\$ -	0	\$ -	\$ -	0	\$ -	\$ 55.00	\$ -	\$ -	0	0%
	April	617	\$ 18,252.14	\$ 29.58	368	\$ 13,709.64	\$ 37.25	985	\$ 32.45	\$ 31,961.78	\$ 546.81		0	0%
	May	5106	\$ 149,811.63	\$ 29.34	4662	\$ 140,237.30	\$ 30.08	9768	\$ 29.69	\$ 290,048.93	\$ 4,367.22	\$ 1,743.68	808	8%
	June	7393	\$ 211,727.57	\$ 28.64	6625	\$ 199,681.27	\$ 30.14	14018	\$ 29.35	\$ 411,408.84	\$ 10,081.76	\$ 6,641.80	2050	15%
	July	8066	\$ 218,807.12	\$ 27.13	7274	\$ 214,103.08	\$ 29.43	15340	\$ 28.22	\$ 432,910.20	\$ 11,902.41	\$ 7,857.30	2170	14%
	August	7906	\$ 215,793.26	\$ 27.29	7293	\$ 212,055.14	\$ 29.08	15199	\$ 28.15	\$ 427,848.40	\$ 11,411.94	\$ 7,706.15	2298	15%
	September	5836	\$ 166,318.10	\$ 28.50	5257	\$ 153,843.56	\$ 29.26	11093	\$ 28.86	\$ 320,161.66	\$ 8,004.53	\$ 5,642.98	2089	19%
	October	3020	\$ 76,065.94	\$ 25.19	2288	\$ 62,163.56	\$ 27.17	5308	\$ 26.04	\$ 138,229.50	\$ 4,068.55	\$ 2,705.28	407	8%
	November	1905	\$ 46,632.85	\$ 24.48	1531	\$ 38,859.45	\$ 25.38	3436	\$ 24.88	\$ 85,492.30	\$ 2,658.36	\$ 1,838.54	203	6%
	December	863	\$ 13,011.82	\$ 15.08	260	\$ 4,750.62	\$ 18.27	1123	\$ 15.82	\$ 17,762.44	\$ 429.90	\$ 330.26	53	5%
	Totals	40,712	\$ 1,116,500.43		35558	\$ 1,039,403.62		76270	\$ 28.27	\$ 2,155,904.05	\$ 53,471.48	\$ 34,465.99	10,078	13%
2021	January	0	\$ -	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -	0	0%
	February	0	\$ 42.20	\$ -	0	\$ -	\$ -	0	\$ -	\$ -	\$ -	\$ -	0	0%
	March	751	\$ 28,292.33	\$ 37.67	210	\$ 5,601.26	\$ 26.67	961	\$ 35.27	\$ 33,893.59	\$ 1,115.85	\$ 269.11	120	12%
	April	2979	\$ 100,957.19	\$ 33.89	2332	\$ 77,591.11	\$ 33.27	5311	\$ 33.62	\$ 178,548.30	\$ 5,863.42	\$ 4,008.88	850	16%
	May	5392	\$ 191,736.24	\$ 35.56	5202	\$ 175,016.16	\$ 33.64	10594	\$ 34.62	\$ 366,752.40	\$ 9,008.15	\$ 6,009.75	1429	13%
	June	6864	\$ 220,645.63	\$ 32.15	6267	\$ 208,710.81	\$ 33.30	13131	\$ 32.70	\$ 429,356.44	\$ 11,010.85	\$ 7,408.83	2053	16%
	July	7942	\$ 254,780.90	\$ 32.08	6991	\$ 239,396.08	\$ 34.24	14933	\$ 33.09	\$ 494,176.98	\$ 12,808.82	\$ 8,480.76	2358	16%
	August	6886	\$ 213,614.74	\$ 31.02	6875	\$ 218,491.35	\$ 31.78	13761	\$ 31.40	\$ 432,106.09	\$ 15,002.65	\$ 9,439.78	2294	17%
	September	5699	\$ 191,921.63	\$ 33.68	4959	\$ 175,730.23	\$ 35.44	10658	\$ 34.50	\$ 367,651.86	\$ 10,805.57	\$ 6,290.13	1507	14%
	October	3232	\$ 95,181.94	\$ 29.45	2810	\$ 84,077.97	\$ 29.92	6042	\$ 29.67	\$ 179,259.91	\$ 3,945.45	\$ 3,547.82	526	9%
	November	1290	\$ 30,898.43	\$ 23.95	660	\$ 18,451.35	\$ 27.96	1950	\$ 25.31	\$ 49,349.78	\$ 1,247.61	\$ 669.85	72	4%
	December	336	\$ 7,377.81	\$ 21.96	0	\$ -	\$ -	336	\$ 21.96	\$ 7,377.81	\$ 699.34	\$ 471.01	21	6%
	Totals	41,371	\$ 1,335,449.04	\$ 32.28	36306	\$ 1,203,066.32	\$ 33.14	77677	\$ 32.68	\$ 2,538,473.16	\$ 71,507.71	\$ 46,595.92	11,230	14%
2022	January	0	\$ 145.44	\$ -	0	\$ -	\$ -	0	\$ -	\$ 145.44	\$ -	\$ -	0	0%
	February	0	\$ 178.30	\$ -	0	\$ -	\$ -	0	\$ -	\$ 178.30	\$ 18.50	\$ 10.40	0	0%
	March	440	\$ 13,736.58	\$ 31.22	0	\$ 218.64	\$ -	440	\$ 31.72	\$ 13,955.22	\$ 574.66	\$ 363.58	27	6%
	April	1107	\$ 35,384.35	\$ 31.96	740	\$ 23,384.35	\$ 31.60	1847	\$ 31.82	\$ 58,768.70	\$ 2,028.40	\$ 1,383.19	298	16%
	May	5071	\$ 198,209.68	\$ 39.09	4841	\$ 178,592.04	\$ 36.89	9912	\$ 38.01	\$ 376,801.72	\$ 7,738.15	\$ 5,157.63	1784	18%
	June	7464	\$ 246,482.94	\$ 33.02	6654	\$ 228,449.18	\$ 34.33	14118	\$ 33.64	\$ 474,932.12	\$ 10,020.93	\$ 6,949.31	2682	19%
	July	8516	\$ 289,682.11	\$ 34.02	7181	\$ 254,526.37	\$ 35.44	15697	\$ 34.67	\$ 544,208.48	\$ 14,826.10	\$ 9,813.69	3258	21%
	August	7765	\$ 250,295.15	\$ 32.23	6683	\$ 225,669.71	\$ 33.77	14448	\$ 32.94	\$ 475,964.86	\$ 12,294.19	\$ 8,002.10	3421	24%
	September	5235	\$ 183,597.67	\$ 35.07	4567	\$ 164,521.44	\$ 36.02	9802	\$ 35.52	\$ 348,119.11	\$ 9,991.85	\$ 6,719.24	2105	21%
	October	2959	\$ 89,566.22	\$ 30.27	2360	\$ 83,765.55	\$ 35.49	5319	\$ 32.59	\$ 173,331.77	\$ 4,534.98	\$ 3,000.40	1223	23%
	November	1399	\$ 29,623.69	\$ 21.17	758	\$ 22,035.78	\$ 29.07	2157	\$ 23.95	\$ 51,659.47	\$ 1,126.65	\$ 795.60	453	21%
	December	260	\$ 2,376.73	\$ 9.14	0	\$ -	#DIV/0!	260	\$ 9.14	\$ 2,376.73	\$ 59.00	\$ 24.14	0	0%
	Totals	40,216	\$ 1,339,278.86	\$ 33.30	33,784	\$ 1,181,163.06	\$ 34.96	74000	\$ 34.06	\$ 2,520,441.92	\$ 63,213.41	\$ 42,219.28	15,251	21%

2022 Golf Rounds Summary				
Saturday December 31, 2022				
Category	ID cards	Rounds	Rounds per ID Card	% of Total Rounds
College Student	357	2735	7.66	3.70%
Complimentary		154		0.21%
Employee Wellness Initiative		27		0.04%
Employees		1228		1.66%
Juniors	513	2592	5.05	3.50%
Misc		47		0.06%
Non-Resident Adult	226			
Non-Resident Senior	490			
Public		19201		25.95%
Resident Adult	1808	15262	8.44	20.62%
Resident Senior	1586	26901	16.96	36.35%
Schools		1752		2.37%
Wis Golf Card		110		0.15%
Twilight		2726		3.68%
Replay		736		0.99%
League		529		0.71%
Total	4980	74000		100.00%

2023 Merchandise Buying Plan

<i>Item</i>	<i>2022 Ending Inventory Cost</i>	<i>2023 Purchases</i>	<i>Profit</i>	<i>% of Sales</i>	<i>MK Sales</i>	<i>HH Sales</i>	<i>2023 Actual Sales</i>	<i>2023 Projected Sales</i>
<i>Golf Balls</i>	\$ 3,074.91	\$ 20,000.00	\$ 6,922.47	48%			\$ -	\$ 35,000.00
<i>Special Orders</i>	\$ -	\$ 1,000.00	\$ 300.00	2%			\$ -	\$ 1,300.00
<i>Gloves</i>	\$ 1,520.83	\$ 4,500.00	\$ 1,806.25	11%			\$ -	\$ 7,800.00
<i>Headwear</i>	\$ 1,865.16	\$ 4,250.00	\$ 1,834.55	12%			\$ -	\$ 8,000.00
<i>Hard Goods</i>	\$ 1,700.62	\$ 2,000.00	\$ 370.06	3%			\$ -	\$ 4,250.00
<i>Misc</i>	\$ 642.61	\$ 2,500.00	\$ 942.78	5%			\$ -	\$ 4,100.00
<i>Mens Outerwear</i>	\$ 2,683.22	\$ 1,621.78	\$ 1,291.50	8%			\$ -	\$ 6,150.00
<i>Mens Shirts</i>								
<i>Womens Shoes</i>	\$ -	\$ 1,592.50	\$ 477.75	3%			\$ -	\$ 2,275.00
<i>Mens Shoes</i>								
<i>Womens Outerwear</i>	\$ 3,676.60	\$ 1,000.00	\$ 1,402.98	4%			\$ -	\$ 4,900.00
<i>Womens Shirts</i>								
<i>Open to Buy</i>	\$ -	\$ 3,000.00	\$ 900.00	3%				\$ 2,000.00
<i>Projected ending inventory (\$9,000- \$12,000)</i>								
Total	\$ 15,163.95	\$ 41,464.28	\$ 16,248.35	99%				
Planned Sales					\$ -	\$ -	\$ -	\$ 75,775.00

Attachment: Yearly Merchandise Buying Plan_ATSFinal012623

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	February 2, 2023
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Julie Winkelhorst

Agenda Summary Carryover of 2022 Funds - Planning & Parks

ATTACHMENTS:

- Planning & Parks Carryover(PDF)

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	February 2, 2023
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Andrew Struck

Agenda Summary Update on Hawthorne Hills County Park Multipurpose Maintenance Building Construction

ATTACHMENTS:

- HH Maintenance_Phase 2_2023-01.26 (PDF)

AREA 2 - MIX SCOPE

- WORK BY OWNER**
- ALL INTERIOR FRAMING
 - ALL VERTICAL GYP.BD. INSTALLATION
 - ALL INTERIOR PAINTING & FINISHES
 - CABINETS & COUNTERS (SUPPLIED & INSTALLED)

WORK BY GC

- COMPLETE PLUMBING & SANITARY SCOPE WORK
- COMPLETE MECHANICAL SCOPE OF WORK
- COMPLETE ELECTRICAL SCOPE OF WORK
- COMPLETE GYP.BD. CEILINGS (READY FOR PAINT)
- SUPPLY AND INSTALL DOOR & DOOR FRAMES

1.5

2

(3)

- ## DARK WALLS - BY GC

- AREA 1**
- COMPLETE INTERIOR WORK, FRAMING, GYP.BD. AND FINISHES BY GC.
 - FINISH ALL CEILINGS
 - COMPLETE PLUMBING AND ELECTRICAL WORK
 - COMPLETE HVAC WORK

SCALE: 1/8" = 1'-0"

CB12.1

- ELECTRIC CONNECTION FOR RESIDENTIAL STYLE STOVE
- ELECTRICAL CONNECTION FOR KITCHEN HOOD.
- GAS CONNECTION POINT w/ SHUT-OFF VALVE
- INSTALL NEW 6"Ø DUCT TO ROOF AND ROOF VENT FOR A RESIDENTIAL STYLE KITCHEN HOOD



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Ozaukee County - Hawthorne Hills Multipurpose Parks Facility - Phase 1
4720 County Rd I, Saukville, WI 53080
January 26, 2023 - CB-12 - Phase 2

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: February 2, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Planning & Parks Management and Financial Reports

ATTACHMENTS:

- P&Pdept_Mgmtreport_NRC020223_JAN2023_FINAL_ATS012623 (PDF)
- CommRpt2022, 1.12.23 (PDF)
- Golf Courses Daily Revenue 2022 A (PDF)
- Summary of Parks Revenue December 2022 (PDF)
- A Wealth of Nature 1.25.23, Mee-Kwon and MT Fishway (PDF)
- Golf Letter (PDF)
- LDGNP_Hangglider_TreeDamage1.24.23 (PDF)
- Ozaukee Press 1.11.23, CBCGNP (PDF)
- Ozaukee Press 1.11.23, Fish Passage (PDF)
- Ozaukee Press 1.18.23, EPA, WDNR Grant Fish Passage (PDF)
- Ozaukee Press 1.18.23, Hawthorne Hills Building (PDF)
- Ozaukee Press 1.18.23, LDGNP Dock Permit (PDF)
- Ozaukee Press 1.18.23, Riveredge Hike at Waubedonia (PDF)
- 12.29.22 Photo of Year - Ozaukee Press (PDF)



GOLF COURSES



GOLF COURSES — MEE-KWON PARK AND HAWTHORNE HILLS

- January (thru Jan 19th) revenue and rounds: \$130.73 and 0 rounds (2023) and \$74.25 and 0 rounds (2022) for both MKGC & HHGC. 2022 total revenue (YTD) \$2,518,396.53 and 73,729 rounds (\$34.15/person). 2021 total revenue (YTD) \$2,538,183.83 and 76,001 rounds (\$33.40/person). See also full 2022 summary and 2023 recommendations report.
- Two potential new Concessionaires (Food & Beverage) participated in the January 10th pre-proposal site visit. Both indicated that they would be submitting bids/proposals by the deadline.
- Preparations are being made w/ the POS software company (Club Caddie) to train the new Concessionaire (F&B vendor).
- The new pay scale for our seasonal employees will be well received by the staff. It will serve the County well to attract additional quality staff members in the future.
- GC Maintenance staff and contractors have continued work on ash tree/invasive species removals and tree planting under the USFS & NFWF SOGL grants, particularly at HHGC. Tree planting will continue at HHGC in 2023.



ECOLOGICAL DIVISION



BIRD CONSERVATION / BIRD CITY WISCONSIN

Received 2022 renewal with High Flyer status. Ozaukee County was awarded "High Flyer" status for its Bird City Wisconsin (BCW) renewal in 2022. The "High Flyer" status is the highest level of achievement under BCW and Ozaukee County was the first County in the State to achieve "High Flyer" status and is one of only 24 communities to accomplish this highest level out of 110 BCW communities in WI. Continued maintenance and monitoring of nest boxes (Kestrel, Bluebird, Wood duck) including 11 new bluebird boxes at Tendick, 9 new bluebird boxes at Virmond and several new Wood duck boxes at LMRFWP and HH Park. Received additional bluebird boxes from WGLBBO. Coordinated with a UW Madison student on Kestrel Box research/monitoring.

FISH PASSAGE PROGRAM

Aquatic Connectivity Projects: Coordination with landowners, local municipalities, County Highway Dept (HWY), and contractors (youth conservation corps) for completion of planned construction and site restoration work, including grant-funded materials acquisition. Contract management and site visits for finalizing engineering and design work for culvert replacements or remediation work on Tendick Creek in the Town of Saukville, Sucker Brook Creek in the Town of Port Washington, and Silver Beach Creek in the Town of Belgium. Continued construction and restoration activities with HWY at Mineral Springs Creek in the City of Port Washington. Additional construction activities, refinements and restoration at the Mequon-Thiensville Dam nature-like fishway w/ HWY and the Village of Thiensville.

Habitat Improvement Projects: Oversight and coordination of construction and restoration activities at the Little Menomonee River Corridor Ecosystem Restoration project with HWY. Ongoing project planning and Quality Assurance Project Plan (QAPP) development with WDNR and Milwaukee County for aquatic habitat inventories, assessments, and engineering and design (including finalizing a contract for a feasibility analysis and preliminary E&D) for aquatic habitat restoration activities on the Little Menomonee River in Milwaukee County. Continued construction and restoration activities with HWY at Mineral Springs Creek in the City of Port Washington. Project planning and landowner coordination and site topographic survey for restoration work on Tendick Creek. Coordinated with HWY and the Village of Saukville for planning for habitat restoration in conjunction with the CTH W rehabilitation project in the Village of Saukville. Ongoing engineering and design for stormwater wetland restorations at Mee-Kwon County Park and GC with consultant (M2 Engineering).

Environmental Monitoring: Continued analysis and reporting of fish, avian, wildlife, and water quality sampling data per QAPPs. Supplies and materials acquisition and project planning for 2023 monitoring activities. Water quality sampling analysis for the Little Menomonee River / Creek, Ulao and Mole Creeks. Water quality sampling is completed for the year and analysis will be done over the winter. Coordination with SEWRPC for monitoring conductivity and chlorides on Ulao Creek. The underwater "fish cam" at MT Fishway has been re-installed following fishway construction. Continued larval fish trapping data analysis and reporting on project streams. New PIT tag reader coordination with WDNR at the MT Fishway.

Education and Outreach Activities: On-going website and social media development and refinement of multiple education/outreach materials and updates on construction and restoration projects. Temporary signage at construction and restoration projects. Development of temporary and permanent education signage for multiple projects including Mineral Springs Creek with We Energies, Lake Michigan public access, wetland restorations, chimney swift tower at Virmond County Park and the Tendick Nature Park wetland and prairie restoration. Research of applicable bluff safety signage, brochures and ordinances.

Reporting and Other Activities: On-going grant (financial & technical) reporting for USFWS, USFS, WCMP, NFWF SOGL, WDNR (Stewardship, RPP, CCA), SEWIS & FFLM. Submitted multiple grant applications. QAPP & NEPA submittals and approvals for federally-funded projects. Coordinated w/ AmeriCorps NCCC, WisCorps, MCSC & GLCCC on 2023 work. Coordinated w/ GLE regarding the GIS Fish & Wildlife Habitat Tool contracts. Coordinated w/ partners (MMSD, Riverkeeper, SEWRPC) on water quality monitoring. Coordinated w/ WGLBBO, LNRP, City of Port Washington, We-Energies, HWY & WDNR regarding stream restoration on Mineral Springs Creek. Coordinated with LRNP, consultants, and landowners on long range stream and habitat restoration planning for Sucker Creek in Towns of Port Washington and Belgium. Coordination w/ WDNR Milwaukee River AOC & WDNR Lamp Coordinators. Coordinated w/ Finance on project accounting system, grant reporting/reimbursements & annual audit. Completed multiple federal & state grant reimbursement requests. Mtgs. for the AOC MAIT (1/24), Fish & Wildlife Tech Team (1/4), Project Managers (1/4). Coordination w/ Hwy & Consultant on CTH W Project. SWWT Finance & Board Mtgs (1/17). Meet w/ DU/USFWS on EAGL NAWCA grant (1/4). Coordinated w/ raSmith & Fish Creek Restoration consultants on various FP projects. Coordinated/Mtg w/ the OCWC SC on Sucker Brook (1/4). Coordinated w/ WDNR Fisheries on grant funding for current and future projects. Meeting w/ WGLBBO Re: MSC Restoration and funding for educational signage (1/4). Lake MI Stakeholders SC Mtg. (1/19).

INVASIVE SPECIES MANAGEMENT

Continued removal of ash trees, invasive shrubs and herbaceous spp. at County Parks and Restoration Areas including Tendick, Covered Bridge, Lion's Den Gorge, Mee-Kwon, Hawthorne Hills, River Oaks, Ulao Creek NP & Virmond Parks under NFWF SOGL Invasive & WDNR UF Grants. Continued work on private foundation grants for invasive species management and native tree planting in the County Park System. Continued planning for ROW Invasive Species Treatment and coordinated w/ HWY on implementation. Coordinated on 2 USFS grants w/ Partners (HH Park & Coastal Parks Project Areas) for tree planting / bidding. Planning another Invasive Species Management Workday with Department staff at Ulao Creek Nature Preserve or Covered Bridge.

DEPARTMENT ADMINISTRATION

- Attended NRC (1/5-in person), County Board (1/4-virtual).
- Managing staff teleworking/remote working, parks and golf course operations, and day-to-day operations w/ COVID-19.
- Conducted several interviews for the Nat Res Analyst/Admin Asst. and Park Caretaker—Virmond positions in January.
- Coordinated on wage and salary study for Department and provided written comments. Discussed with Staff.

8.c.1.a



PLANNING & PARKS DEPARTMENT

CURRENT PROJECTS & REPORT UPDATES

JANUARY 2023



MISSION STATEMENT

To provide opportunities for Ozaukee County residents and visitors of Ozaukee County to appreciate and enjoy the natural and cultural resources, local ecology, recreational experiences, well planned sustainable growth and improved quality of life in Ozaukee County through the preservation, restoration and management of natural resources, increased awareness and education, stewardship, promotion of tourism, comprehensive planning, and the acquisition, development, enhancement and operation of large scale, intergovernmental recreational opportunities including exceptionally well-maintained golf courses, multi-use trails and parks.

<https://www.co.ozaukee.wi.us/540/Planning-Parks>

Ozaukee County Administration Center
121 W. Main Street, Box 994
Port Washington, WI 53074-0994
Phone: 262-284-8257

Packet Pg. 113

Attachment: P&Pdept_Mgmtreport_NRC020223_JAN2023_FINAL_ATS012623 (P&Pdept_Management and



Ozaukee County Planning and Parks



PLANNING DIVISION

Comprehensive Planning

- Reviewed local government amendments to County Comprehensive Plan (e.g. Towns of Grafton, Port Washington, Belgium & Saukville, Villages of Grafton, Belgium & Newburg & Cities of Port Washington & Mequon). Coordinated w/ SEWRPC for assistance on County Comp Plan amendment regarding local governments.
- Coordinated w/ Town of Saukville (consultant) and Town & Village of Belgium on amending their local comprehensive plan, planned land use map and County Comprehensive Plan. Explored options w/ SEWRPC.
- Began to review the GIS mapping for the proposed local government amendments to the County Comprehensive Plan (e.g. planned land use map). Coordinated with SEWRPC staff regarding level of effort for updates.

Land Division / Plat Review / Zoning

- Discussed/reviewed preliminary/final land divisions with landowner(s) in the Towns of Grafton, Saukville & Cedarburg. Generated GIS maps including shoreland zoning, land use, soils, floodplain, wetlands, etc.
- Provided review for proposed projects under the County-owned lands zoning ordinance including Mee-Kwon Park—communications tower, Pinnacle property—communications tower, Highway properties—nonmetallic mining, LMRFPW—public access and Advocates of Ozaukee—building expansion.

Park and Open Space Plan - Park & Natural Areas Preservation/Conservation Planning

- Reviewed prioritization and implementation recommendations in the adopted *Park and Open Space Plan for Ozaukee County: 2035 (POSP)* as approved by County Board on June 1, 2011. Coordinated with SEWRPC staff regarding the update to the POSP, inventory data, mapping updates and survey data (on-site surveys).
- Discussed recommendations of the POSP with several residents, WDNR, MMSD/Conservation Fund, OWLT, UCP, WWA, ROTB, FOCB and Ozaukee Treasures Network, particularly with regard to identified Natural Areas and proposed County parks and trail systems. Continued discussions with interested citizens regarding developing a mountain bike park & natural area acquisitions (CTH W-VSaukville, OIT-Grafton, Waubedonia).
- Coordinated with the Conservation Fund/MMSD on the expanded "Greenseams" Program (CTH W project). Coordinated w/ USFWS, WDNR, Ducks Unlimited, Conservation Fund/MMSD on fish passage projects.
- Coordinated/attended meetings with partners (e.g. FOCB(), WDNR, MMSD, OWLT (1/12), OCWC (), WAC, BCW (), LNRP (), UCP, OTN ()) to discuss natural area preservation/restoration.
- Completing final drafts of three County Park Master Plans including Virmond, Lion's Den Gorge Nature Preserve (LDGNP) and Clay Bluffs Cedar Gorge Nature Preserve (CBCGNP) as part of WCMP Coastal Resiliency Grants. Updating Park Master Plan (GIS) maps w/ Planning Intern for all the other current County Parks ().
- Follow-up on the USFS Community Forest Plan for CBCGNP and Presentation to the Sierra Club—Great Waters Group on CBCGNP and overall master planning and restoration including conservation easement.

Farmland Preservation Plan and Working Lands Initiative

- County Board formally adopted the *Farmland Preservation Plan for Ozaukee County: 2035 (FPP)* on July 3, 2013 as a stand alone plan. The County Board adopted the Comprehensive Plan Amendment 2013-02 (incorporation of FPP & POSP) on 12/4/13. Coordinated (with SWWT and MMSD) on adoption of the Cedar, Pigeon, Mole and Ulao Watershed 9 Key Element Plan per FPP. Discuss implementing 9 Key Element Plans.
- Coordinated with the Town of Belgium on a revision to the County FPP per a zoning/land use change.

Geographic Information Systems (GIS) / Land Information

- Continued development of the GIS Fish & Wildlife Habitat Model and Ecological Prioritization GIS Tool with partners (Received NACPRO Award 2021). Reviewed Preservation/Restoration output maps with partners and coordinated with staff/partners/consultant on next steps for the GIS Tools. Coordinated follow-up with WDNR AOC Program to demonstrate the GIS Fish & Wildlife Habitat and Ecological Prioritization Tools. Continued work on Fisheries component of the GIS Tools. Worked with consultant on SLCI output reports.
- Prepared several GIS databases and maps for the Planning, Parks and Trails Divisions and Ecological Division / Fish Passage Program regarding: land divisions, zoning, tree plantings, natural areas, Trail/ROTB, streams/Impediments, wetland/riparian restorations & stormwater, water quality data, fish & wildlife monitoring, ROW invasive spp., invasive species, restorations (e.g. prairies), park parking spaces and Master Plans.
- Coordinated w/ LIO on GIS databases (ROW Invasive), JEM Grant (GIS Storybook for OIT) and adding Planning & Parks Dept data to GIS Server. Coordinating on a County Map update with new roads, parks, etc.
- Began coordination w/ SEWRPC on an update to the County Shoreland (& Floodplain) Zoning Maps.

Floodplain, Stormwater Management, Bluff Erosion and Construction Site Erosion Control

- Developed/reviewed erosion control, floodplain and stormwater management plans, permits and implementation for various Fish Passage Program (e.g. MSC), Parks (e.g. Virmond staircase, MK Park stormwater wetland, HH Park Multipurpose Maintenance Building) & Ozaukee Interurban Trail projects with USACOE, WDNR, LWMD, consultants, & municipalities (e.g. Town of Saukville, City of Mequon).
- Follow-up w/ WCMP State Coastal Hazards WG () regarding Virmond Park, LDGNP and other research projects. Coordinated with UW Sea Grant/WGNHS on outreach for Lake Michigan water levels and bluff erosion/climate change, Virmond public access and a guide to native vegetation for coastal bluffs. Coordinated on WCMP Coastal Resilience Project (e.g. predicting bluff erosion and water study—Virmond Park, Master Plans—CBCGNP, Virmond, LDGNP) and attended WCMP/Sea Grant CALM SC Mtg. (1/24).

Strategic Planning and Economic Development Planning

- Coordinated w/ Chambers of Commerce and State & County Tourism on another State Tourism Joint Effort Marketing (JEM) grant for promoting the Ozaukee Interurban Trail.
- Continued to report on the Department goals, objectives, metrics for the County Strategic Plan including evaluation of goals and reporting to NRC & CB. Provided NRC board members w/ Dept (GC) summary data.
- Attended the Ozaukee Economic Development Practitioners Mtg (2/) in the City of Port Washington.

Non-metallic Mining Planning

- Coordinated w/ the Highway Dept on the implementation of the restoration plan (e.g. tree establishment, Hetzel Pit / Bee-Keeper Bog to comply with the WDNR permit. Coordinated with the Highway Dept for restoration / reclamation activities at the Saukville properties (Guenther, Lakeland and Opitz Pits) and coordinated w/ multi-Department staff for future land use at these properties (). Coordinated w/ WDNR & SEWRPC on GIS.

Regional Technical Review & Planning Assistance (SEWRPC, MMSD, WisDOT, etc.)

- Coordinated w/ SEWRPC Regional Land Use & Transportation and Natural Areas Advisory Cmte mtgs.
- Coordinated w/ SWWT & OCWC on 9-Key Element Plans-Ulao, Mole, Pigeon, Cedar & Fredonia.
- Coordinated w/ WisDOT & Consultants on STH 33, STH 60 & I-43 reconstruction projects (1/19).

PARKS, RECREATION, NATURAL AREAS AND CULTURE DIVISION

Parks, Natural Areas, Recreation and Culture Implementation

- Implementation of 2023 park projects (e.g. campsites) & approved Capital Improvement Projects (CIP) for the County parks (e.g., Pavilions & Maintenance Building, LDGNP Parking & Boardwalk, etc.). Coordinated w/ Highway Dept on other Park (e.g., grading), Fish Passage (Sucker Cr., MSC, MK Park) and Ozaukee Interurban (e.g., mowing) projects and CTH, STH, and Federal ROW Invasives Project. Planning w/ Highway Dept Re: 2023 Projects (Park, FP, etc.) and CTH W reconstruction, restoration and funding.
- Coordinated with several Eagle Scouts for current and future service projects at various County Parks and the Interurban Trail (e.g. Trail Construction/Bike Rack—Mee-Kwon County Park, etc.).
- Coordinated/continued intensive invasive species removal (e.g. herbaceous & woody shrubs), ash tree removal and 2023 tree plantings at Lion's Den Gorge Nature Preserve, Virmond, Mee-Kwon, Hawthorne Hills, LMRFPW Waubedonia, Ulao Creek NP and Tendick Nature Parks, Coastal & HH Park Project Areas (USFS grants), b Golf Courses under private foundation, USFS GLRI, NFWF SOGL Invasive and WDNR grants (UF). Continued inventory of invasive species, tree plantings and ash trees in the County Parks & restorations.
- Coordinated w/ several recreational organizations regarding the Mee-Kwon County Park master plan. Work on signage/maps/trail marking for the pedestrian trail network.
- Coordinated with the Parks staff on the remodeling and repair of the Shady Lane, Mee-Kwon, Waubedonia & Virmond Park Houses (doors, roofs, floors, paint, bathroom, etc.), out buildings and yard (e.g., invasives, tree removal).
- Coordinated w/ Ozaukee Treasures Network (OTN) Steering Cmte., a collaboration of organizations working the implementation of the *Park and Open Space Plan for Ozaukee County*. Coordinated w/ Ozaukee County Watershed Coalition (OCWC) regarding Sauk & Sucker Creeks.
- Mgmt. additional prairie restoration areas at Tendick Nature Park, LMRFPW, Covered Bridge and Virmond County Parks. Coordinated grant reporting: WDNR CCA, We Energies, DU NAWCA and Brookby Foundation.
- Worked on the new Covered Bridge County Park and River Oaks County Park additions regarding surveying restoration, tree removal (e.g. ash), invasive species removals, signage, trails, maintenance and tree planting.
- Coordinated and held several Zoom meetings/calls/emails with Partners regarding the Clay Bluffs Cedar Gorge Nature Preserve. Working on finalizing reporting/plans for WDNR USEPA GLRI (\$450,000) & USFS (\$600,000) grants. Continued discussions w/ other partners (OWLT, WDNR, WCMP, USFS & USFWS) Re: Easement.
- Coordinated w/ the WCMP Coastal Hazards Work Group, WDNR Stewardship, engineer, contractor, City and WDOA WCMP staff for the public access to the Lake Michigan shoreline (e.g. staircase) at Virmond County Park.
- Coordinated w/ Parks Division staff on multiple items (e.g. reservations, signage, camping, gates, ash trees, etc.), work/scheduling with WisCorps (6 wks) and construction of the new ADA trail at LDGNP / USFWS WP.
- Coordinated w/ Architect (Kueny) and Contractors for Hawthorne Hills Multipurpose Maintenance Bldg. (1/4, 1/11, 1/12). Beginning planning for Phase II work at the Multipurpose Maintenance Building—Upper Floor.
- Coordinated w/ Highway and Grafton & Mequon FDs regarding access/parking at LDGNP and Virmond Park.
- Coordinated w/ Highway Re: Historic Covered Bridge Closure and Repairs and Contracts ().
- Conducted damage assessment of tree cutting at Lion's Den Gorge Nature Preserve.

Coordination with Cultural, Tourism & Recreation Groups

- Coordinated w/ Ozaukee County Tourism Council (OCTC) Board Mtg. Continued work on Tourism & Trail w/ sites, maps & events (20th Anniversary). Continued to assist w/ OCTC Treasurer duties Re: 2023 budget. Coordination w/ OCHS Re: OCHS Caretaker, lease agreement, tree planting, Wi-Fi & 2023 events.

TRAILS DIVISION

Trails Development & Facilitation—Ozaukee Interurban Trail/Snowmobile Trails

- Coordination w/ the Ozaukee Interurban Trail (OIT) Advisory Council including: safety, user counts, Trail maintenance/drainage/culverts, bike racks, benches, trees, John Ward recognition, maintenance items the Trail (e.g. cutting, paving), RTC grant-Port Washington Trail Improvement Project—design & engineering. Meeting w/ RTC regarding the Route of the Badger (ROTB) Regional Quarterly Mtg.(), coordination w/ committees (Mequon, Cedarburg, Port Washington) & professionals on OIT crossings. Development of Trail gateways/signage. Coordinated w/ SEWRPC on regional grant for Trail planning (RAISE Grant) & WisDOT TAP grant.
- Coordinated with We Energies on several occasions on development of trailside facilities in several locations along the Trail (e.g. bike repair stations, signage, bike racks, benches, trees) and safety improvements & continued to conduct Trail user counts and analyze correlations with other survey data. Maintained the count.
- Coordinated with the Ozaukee Snowmobile Clubs on the existing and new (2023) Trail Maintenance and Trail Bridge Grants under the WDNR Trail Recreational Aids Grants. Coordinated and managed the SNARS data and GIS mapping for snowmobile trail maintenance with the Clubs and sent out payments to Clubs.
- Coordination w/ City of Mequon, City of Port, City of Cedarburg, and Village of Thiensville staff regarding trail facilities, safety and trail connections for the OIT. Coordinated w/ Milwaukee County Re: OIT connections & mgmt.
- Coordinated w/ Washington County and ROTB regarding planning for trail connections of the OIT to Eisenbahn Trail and criteria for regional trail network. Coordinated w/ the Town of Grafton on OIT connections.
- Follow-up Re: Trail paving of county-managed portion of OIT and WisDOT TAP & In

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Attachment: P&Pdept_Mgmtreport_NRC020223_JAN2023_FINAL_ATS012623 (P&Pdept_Management and



General Fund Park Commission

For the Twelve Months Ending Saturday, December 31, 2022

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	\$5,294	(\$11,776)	\$33,600	\$45,376	-35.05%
Public Charges for Services	\$158	\$48,590	\$46,925	(\$1,665)	103.55%
Licenses & Permits	-	\$55	-	(\$55)	0.00%
Interest Revenue	\$4	\$32	-	(\$32)	0.00%
Other Revenue	(\$123)	\$44,365	\$26,500	(\$17,865)	167.42%
Total Revenues	\$5,333	\$81,266	\$107,025	\$25,759	75.93%
Expenditures					
Salaries	\$38,169	\$493,670	\$504,191	\$10,521	97.91%
Fringe Benefits	\$9,606	\$140,060	\$133,320	(\$6,740)	105.06%
Travel/Training	\$289	\$5,338	\$7,450	\$2,112	71.65%
Supplies	\$14,985	\$104,685	\$105,635	\$950	99.10%
Purchased Services	\$31,262	\$211,560	\$244,650	\$33,090	86.47%
Interdepartment Charges	\$3,588	\$96,749	\$169,285	\$72,536	57.15%
Other Expenses	\$44	\$17,898	\$18,642	\$744	96.01%
Total Operating Expenditures	\$97,943	\$1,069,960	\$1,183,173	\$113,213	90.43%
Capital Outlay					
Buildings & Land	\$29,000	\$229,006	\$229,000	(\$6)	100.00%
Total Capital Outlay	\$29,000	\$229,006	\$229,000	(\$6)	100.00%
Total Expenditures	\$126,943	\$1,298,966	\$1,412,173	\$113,207	91.98%
Other Finance (Sources)	-	(\$80,000)	(\$80,000)	-	100.00%
Net Other Financing Sources/Uses	-	(\$80,000)	(\$80,000)	-	100.00%
Net Increase (Decrease)	(\$121,610)	(\$1,137,700)	(\$1,225,148)	(\$87,448)	92.86%

Equity:

Ozaukee County Committee Report
Special Revenue Fund Parks Projects
For the Twelve Months Ending Saturday, December 31, 2022
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

8.c.1.b

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$1,411,051	\$1,851,082	\$440,031	76.23%
Other Revenue	\$2,100	\$42,331	\$11,000	(\$31,331)	384.83%
Total Revenues	\$2,100	\$1,453,382	\$1,862,082	\$408,700	78.05%
Expenditures					
Salaries	\$5,972	\$69,906	\$65,116	(\$4,790)	107.36%
Fringe Benefits	\$1,434	\$19,311	\$16,396	(\$2,915)	117.78%
Travel/Training	\$148	\$1,141	\$165	(\$976)	691.52%
Supplies	\$3,304	\$40,265	\$11,969	(\$28,296)	336.41%
Purchased Services	-	\$102,706	\$1,188,512	\$1,085,806	8.64%
Interdepartment Charges	-	\$8,008	-	(\$8,008)	0.00%
Total Operating Expenditures	\$10,858	\$241,337	\$1,282,158	\$1,040,821	18.82%
Capital Outlay					
Buildings & Land	-	\$1,411,000	\$580,000	(\$831,000)	243.28%
Total Capital Outlay	-	\$1,411,000	\$580,000	(\$831,000)	243.28%
Total Expenditures	\$10,858	\$1,652,337	\$1,862,158	\$209,821	88.73%
Net Increase (Decrease)	(\$8,758)	(\$198,955)	(\$76)	\$198,879	#####
Equity:					
Governmental Fund Balance	-	(\$125,342)	-	\$125,342	0.00%

Attachment: CommRpt2022, 1.12.23 (P&PDept_Management and Financial Reports)

Ozaukee County Committee Report
Special Revenue Fund Ozaukee Water Projects
For the Twelve Months Ending Saturday, December 31, 2022
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

8.c.1.b

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$127,898	\$414,500	\$286,602	30.86%
Other Revenue	-	\$2,500	\$345,307	\$342,807	0.72%
Total Revenues	-	\$130,398	\$759,807	\$629,409	17.16%
Expenditures					
Salaries	\$10,497	\$126,820	\$380,996	\$254,176	33.29%
Fringe Benefits	\$3,891	\$53,928	\$85,595	\$31,667	63.00%
Travel/Training	\$82	\$256	-	(\$256)	0.00%
Supplies	-	\$23,271	\$14,640	(\$8,631)	158.95%
Purchased Services	\$4,489	\$69,390	\$78,500	\$9,110	88.39%
Interdepartment Charges	-	\$308,445	\$200,000	(\$108,445)	154.22%
Total Operating Expenditures	\$18,959	\$582,110	\$759,731	\$177,621	76.62%
Capital Outlay					
Total Expenditures	\$18,959	\$582,110	\$759,731	\$177,621	76.62%
Net Increase (Decrease)	(\$18,959)	(\$451,712)	\$76	\$451,788	#####
Equity:					
Governmental Fund Balance	-	(\$183,269)	-	\$183,269	0.00%

Attachment: CommRpt2022, 1.12.23 (P&PDept_Management and Financial Reports)

	Current Month Actual	2022 YTD Actual	2022 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$1,733	-	(\$1,733)	0.00%
Public Charges for Services	\$2,244	\$2,378,089	\$1,915,193	(\$462,896)	124.17%
Other Revenue	\$213	\$27,758	\$15,000	(\$12,758)	185.05%
Total Revenues	\$2,457	\$2,407,580	\$1,930,193	(\$477,387)	124.73%
Expenditures					
Salaries	\$35,522	\$683,516	\$719,936	\$36,420	94.94%
Fringe Benefits	\$14,463	\$213,592	\$244,145	\$30,553	87.49%
Travel/Training	\$607	\$8,781	\$11,650	\$2,869	75.37%
Supplies	\$6,638	\$317,222	\$300,780	(\$16,442)	105.47%
Purchased Services	\$7,523	\$181,488	\$142,400	(\$39,088)	127.45%
Interdepartment Charges	\$3,557	\$65,091	\$55,143	(\$9,948)	118.04%
Depreciation	\$24,949	\$299,379	\$305,350	\$5,971	98.04%
Other Expenses	\$28,095	\$89,773	\$70,789	(\$18,984)	126.82%
Total Operating Expenditures	\$121,354	\$1,858,842	\$1,850,193	(\$8,649)	100.47%
Capital Outlay					
Equipment & Furniture	(\$27,574)	\$194,600	\$197,000	\$2,400	98.78%
Buildings & Land	-	-	\$24,000	\$24,000	0.00%
Contra	-	-	(\$221,000)	(\$221,000)	0.00%
Total Capital Outlay	(\$27,574)	\$194,600	-	(\$194,600)	0.00%
Total Expenditures	\$93,780	\$2,053,442	\$1,850,193	(\$203,249)	110.99%
Other Finance Uses	-	\$80,000	\$80,000	-	100.00%
Net Other Financing Sources/Uses	-	\$80,000	\$80,000	-	100.00%
Net Increase (Decrease)	(\$91,323)	\$274,138	-	(\$274,138)	0.00%
Equity:					
Retained Earnings	-	(\$1,355,091)	-	\$1,355,091	0.00%



**OZAUKEE COUNTY PLANNING & PARKS
SUMMARY OF GOLF COURSE RECEIPTS
GOLF COURSE DIVISION
NOVEMBER/DECEMBER 2022**

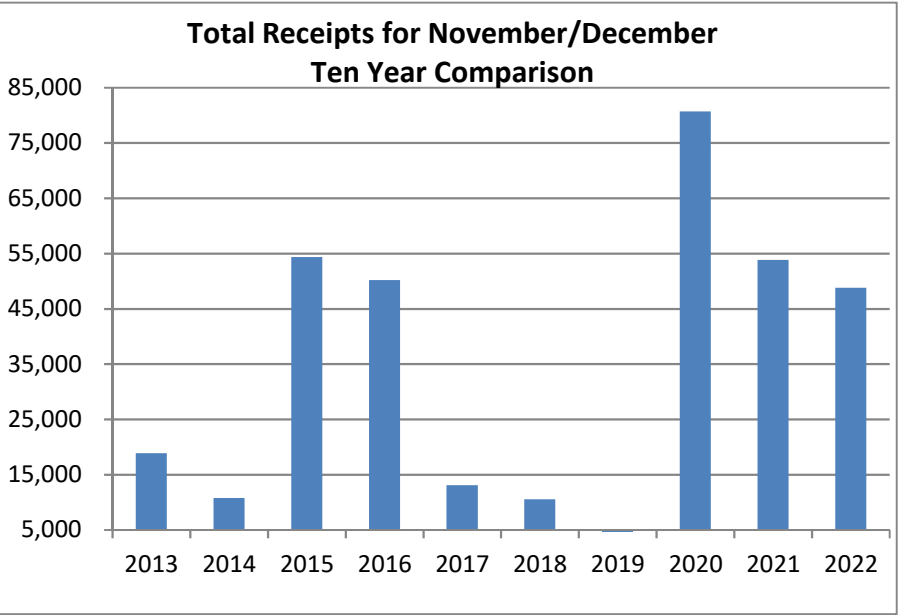
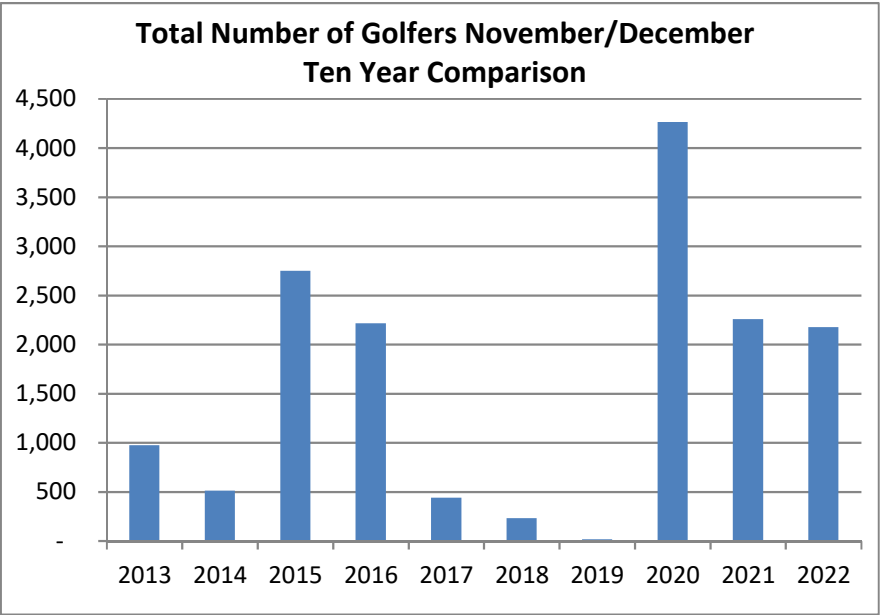
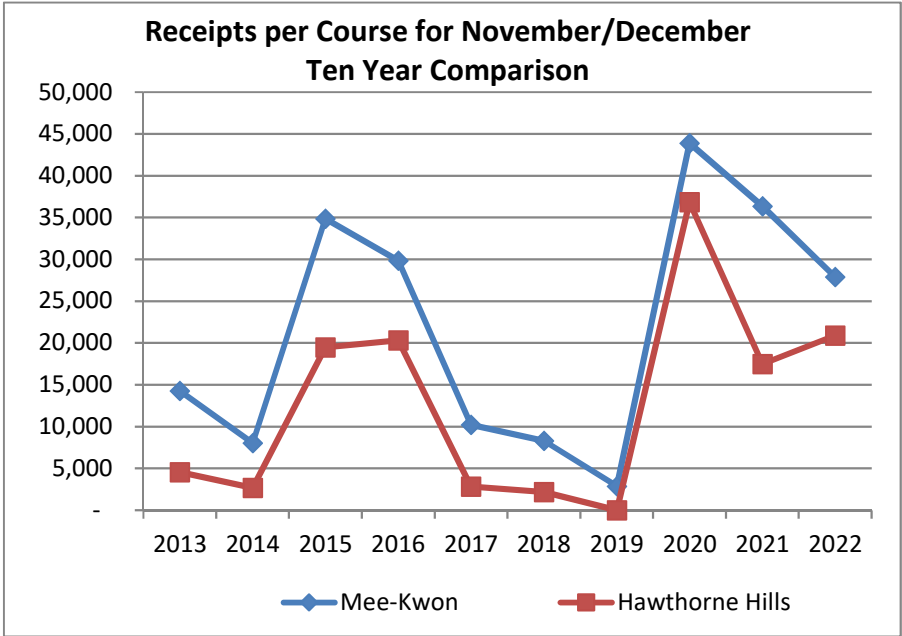
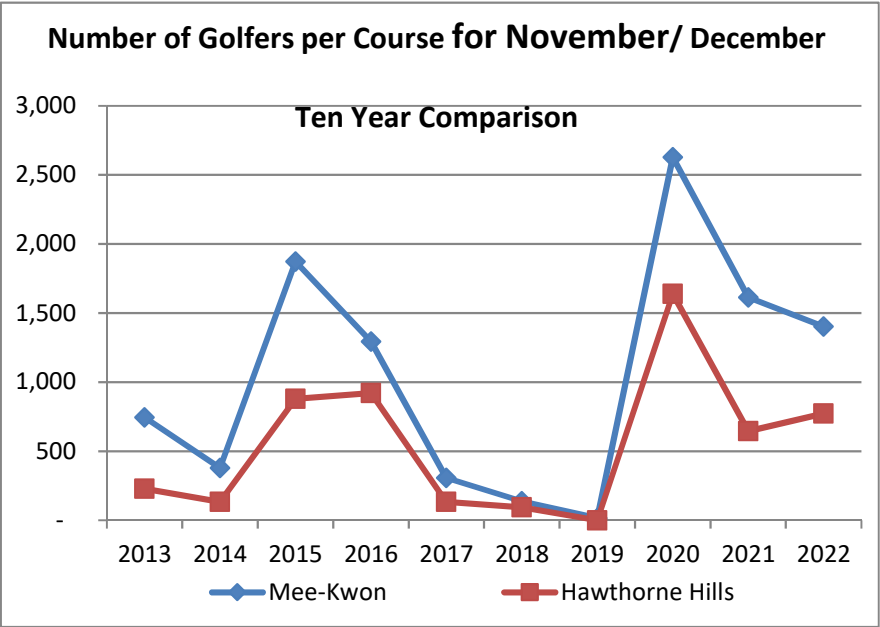
**Hawthorne Hills
Mee-Kwon**

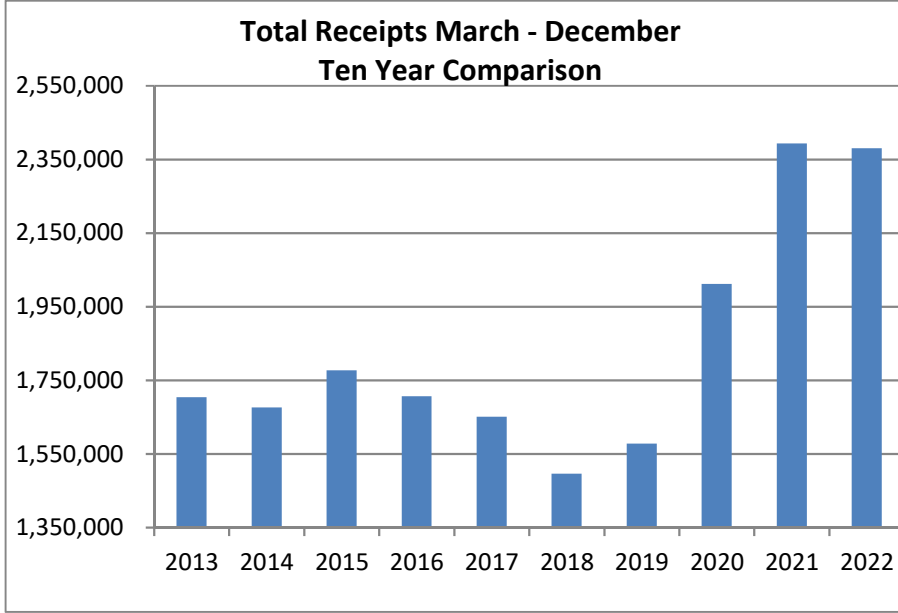
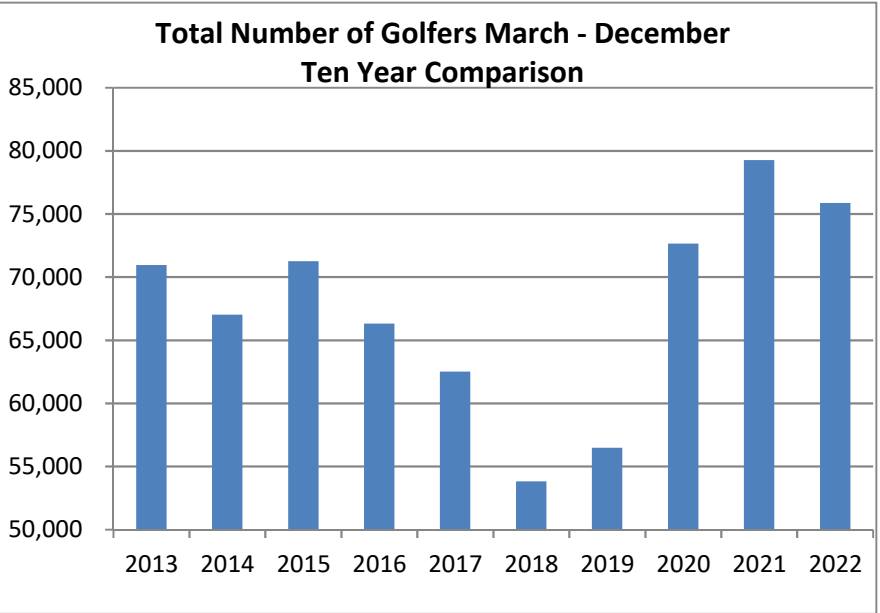
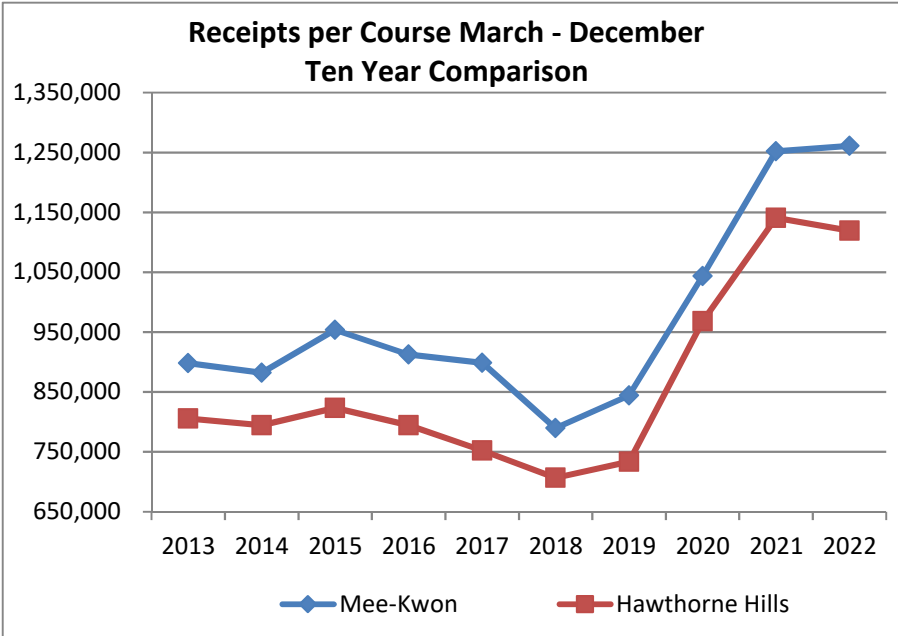
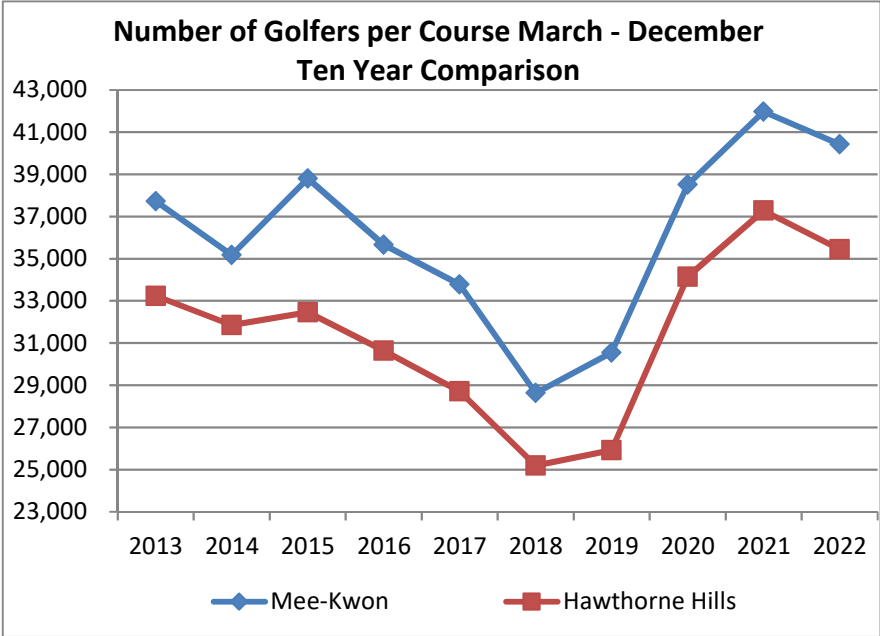
This Year	Last Year
3/29/2022	3/30/2021
3/16/2022	3/13/2021

	Current Month				Year to Date			
	NOVEMBER/DECEMBER 2022		NOVEMBER/DECEMBER 2021		NOVEMBER/DECEMBER 2022		NOVEMBER/DECEMBER 2021	
	Golfers	Receipts	Golfers	Receipts	Golfers	Receipts	Golfers	Receipts
Hawthorne Hills	773	\$ 20,884	645	\$ 17,490	35,450	\$ 1,119,157	37,284	\$ 1,140,685
Mee-Kwon	1,402	\$ 27,899	1,614	\$ 36,350	40,427	\$ 1,260,832	41,975	\$ 1,251,948
	2,175	\$ 48,784	2,259	\$ 53,840	75,877	\$ 2,379,989	79,259	\$ 2,392,633

	Current Month			Year to Date	
Hawthorne Hills	128	Increase (Decrease) in Golfers	(1,834)	Increase (Decrease) in Golfers - Year to Date	
	\$ 3,395	Increase (Decrease) in Receipts	\$ (21,528)	Increase (Decrease) in Receipts - Year to Date	
Mee-Kwon	(212)	Increase (Decrease) in Golfers	(1,548)	Increase (Decrease) in Golfers - Year to Date	
	\$ (8,451)	Increase (Decrease) in Receipts	(3,382)	Increase (Decrease) in Receipts - Year to Date	
Total	(84)	Increase (Decrease) in Golfers	(3,382)	Increase (Decrease) in Golfers - Year to Date	
	\$ (5,056)	Increase (Decrease) in Receipts	\$ (12,644)	Increase (Decrease) in Receipts - Year to Date	









OZAUKEE COUNTY PLANNING & PARKS

Parks Division

Summary of Parks Revenue

December 2022

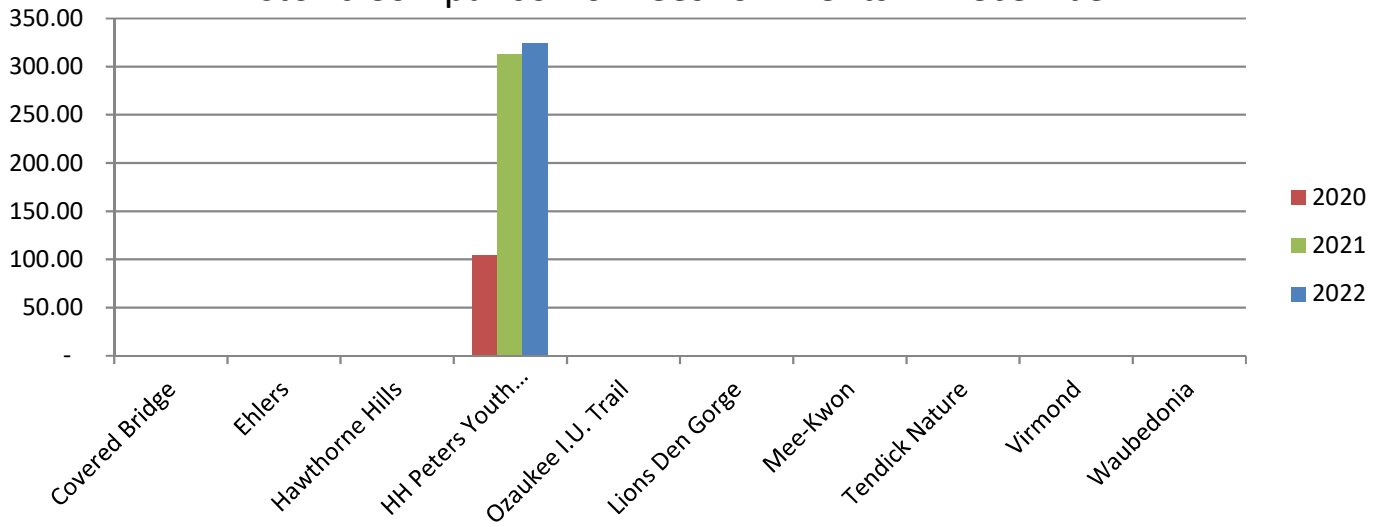
Location	Fees for Events in December 2022	
	Cur Mo	YTD
Covered Bridge	-	1,824.29
Ehlers	-	156.40
Hawthorne Hills	-	-
HH Peters Youth Camp	324.27	4,717.75
Ozaukee I.U. Trail	-	156.40
Lions Den Gorge	-	526.40
Mee-Kwon	-	-
Tendick Nature	-	9,229.80
Virmond	-	5,897.14
Waubedonia	-	26,809.46
Totals:	324.27	49,317.64

	Revenue Collected During December 2022	
	Cur Mo	YTD
	75.00	1,549.78
	-	156.41
	-	-
	1,005.00	5,675.30
	-	201.20
	-	609.97
	-	-
	286.66	10,579.20
	-	5,008.34
	1,238.00	26,735.53
	2,604.66	50,515.73

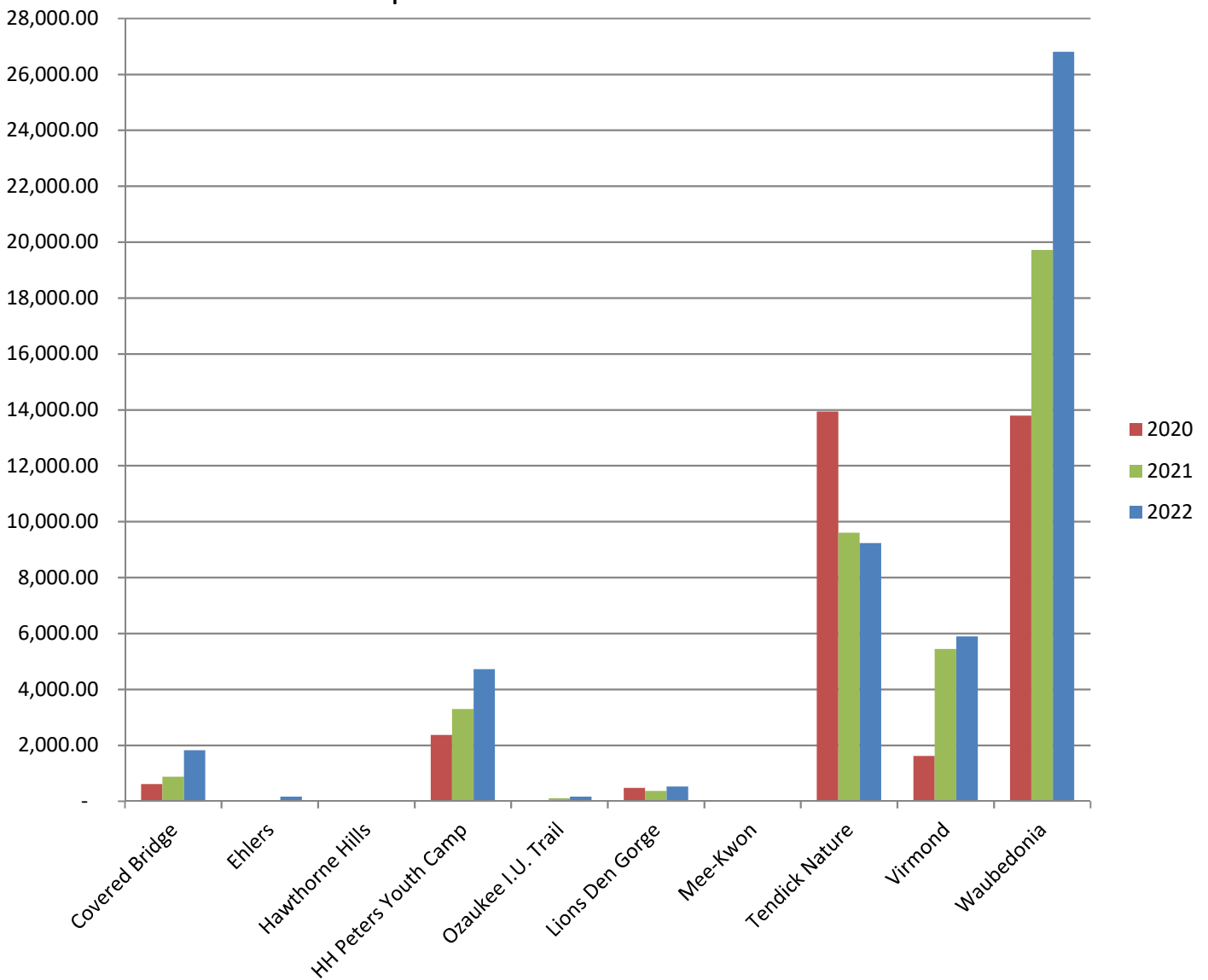
Location	Historic Comparison Fees for Events in December			Fees for Events in December YTD		
	2020	2021	2022	2020	2021	2022
Covered Bridge	-	-	-	611.05	876.80	1,824.29
Ehlers	-	-	-	-	-	156.40
Hawthorne Hills	-	-	-	-	-	-
HH Peters Youth Camp	104.17	312.79	324.27	2,362.93	3,298.00	4,717.75
Ozaukee I.U. Trail	-	-	-	-	104.26	156.40
Lions Den Gorge	-	-	-	469.29	364.93	526.40
Mee-Kwon	-	-	-	-	-	-
Tendick Nature	-	-	-	13,935.72	9,602.75	9,229.80
Virmond	-	-	-	1,620.33	5,446.26	5,897.14
Waubedonia	-	-	-	13,789.57	19,713.98	26,809.46
Total:	104.17	312.79	324.27	32,788.89	39,406.98	49,317.64

Fee Type	2020	2021	2022	2020	2021	2022
Park Fees	104.17	312.79	324.27	7,432.74	13,289.25	16,283.39
Disc Golf Fees	-	-	-	12,315.16	8,095.64	7,995.23
Camping Fees	-	-	-	11,961.74	16,394.29	22,216.74
Firewood	-	-	-	1,079.29	1,627.74	2,822.28
Total:	104.17	312.79	324.27	32,788.93	39,406.92	

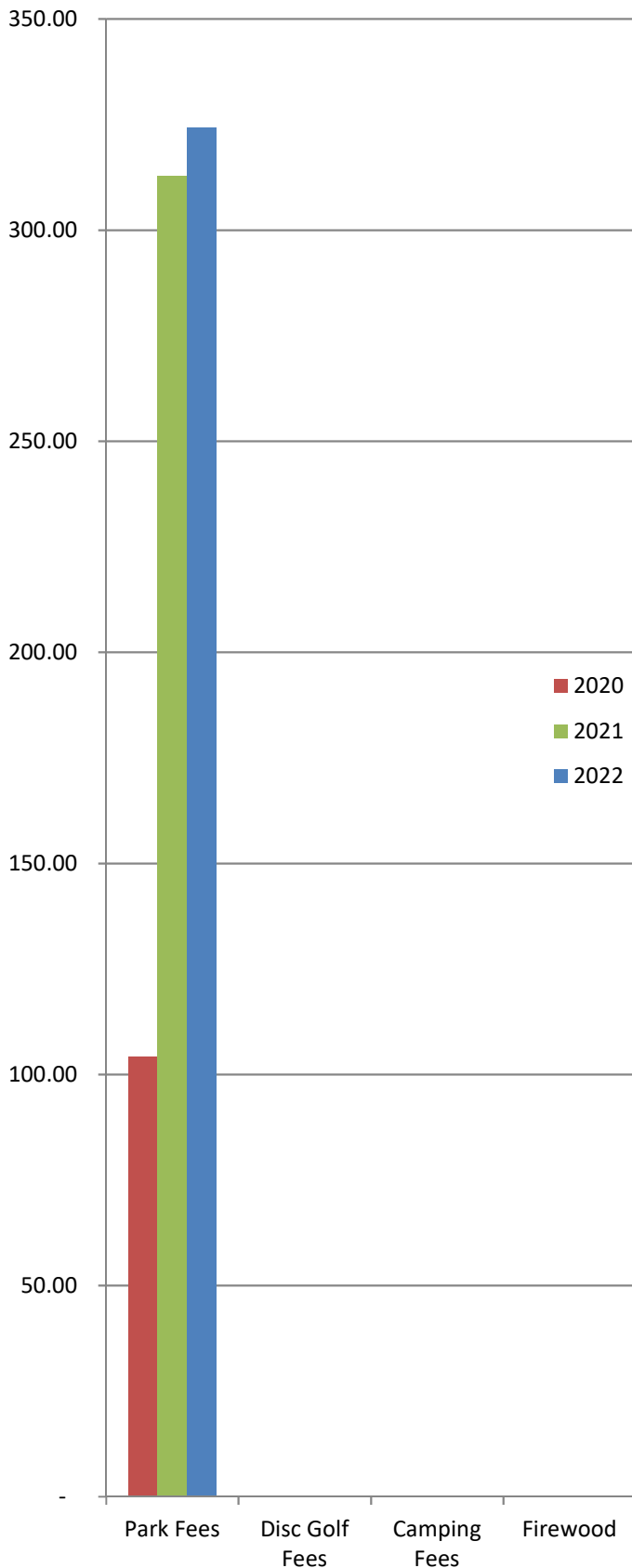
Historic Comparison of Fees for Events in December



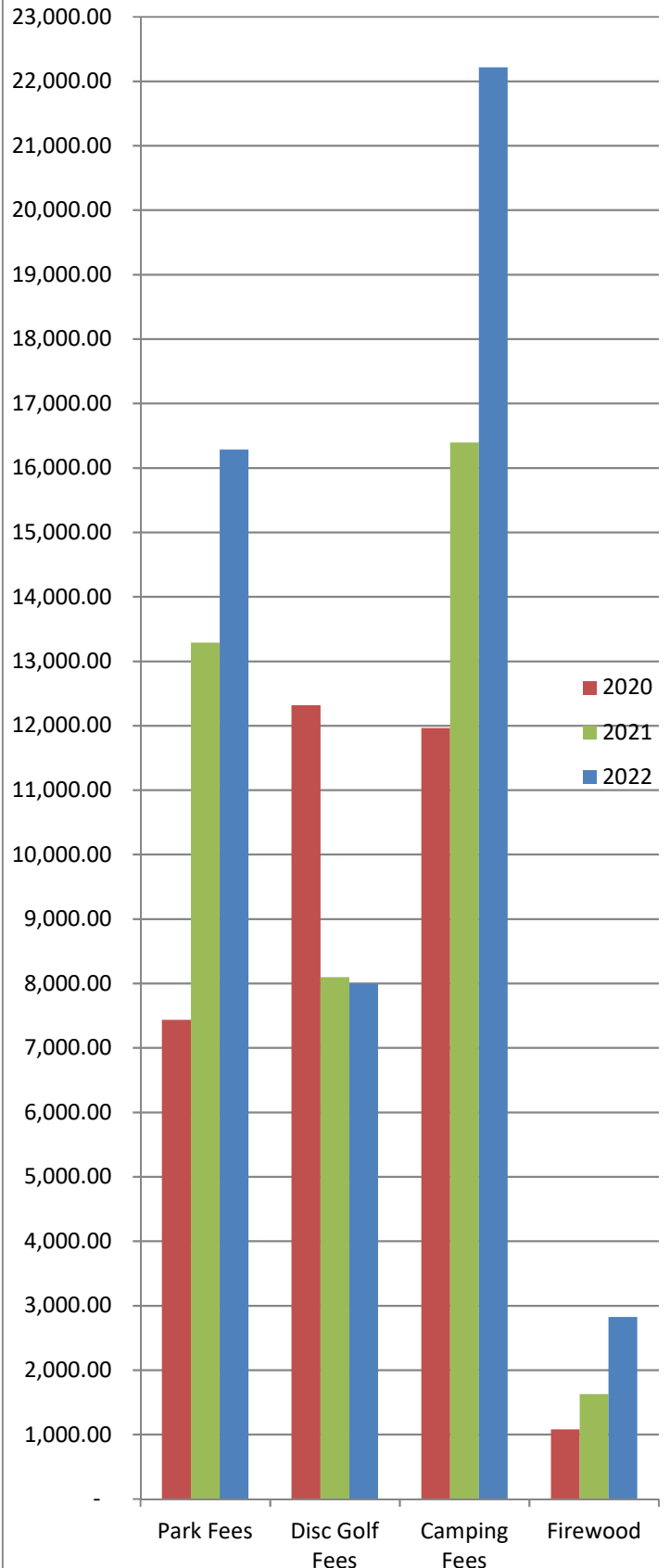
Historic Comparison of Fees for Events YTD December



Historic Comparison for Type of Fees In December



Historic Comparison for Type of Fees YTD December





Blog: The Natural Realm

Autumn Odyssey 7: A World of Trees

January 25, 2023 | Topics: [Places](#)

By Eddee Daniel

What do the Chequamegon-Nicolet National Forest and the City of Milwaukee have in common? (Besides being in the State of Wisconsin.) The former sprawls across more than 1.5 million acres up north, while the latter, in the southeast corner, is the state's most populous city. Most populous if you're counting humans, that is. What they have in common is this: there are more trees than humans in them. Yes! We live in an urban forest.

I'm not exaggerating. According to the latest [US Census](#) figures, a little under 600,000 people live in Milwaukee. They are surrounded by 3.4 million trees (as reported on the City of Milwaukee [website](#)). And just imagine this for a moment: how many millions of trees must there be in the whole of the Milwaukee metropolitan area, with its 1.5 million people?

"This is not our world with trees in it. It's a world of trees, where humans have just arrived." ~ Richard Powers, from his Pulitzer prize-winning novel, *The Overstory*.

As our desultory winter continues to disappoint snow-enthusiasts let us continue our journey around Southeastern Wisconsin. Trees figure prominently, of course, since they provide the radiant color palette of the season. Richard Powers also says, "Trees know when we are close by." Let's tread lightly and respectfully around them, acknowledging their significant role in not only making our day a little more joyful, but also in maintaining the health of the environment and the air that we breathe. Come, let's continue our tour...

Mee-Kwon Park

I would not have found this lovely 63-acre park on my own. It is tucked away next to the MeeKwon Golf Course and, not being a golfer, I wouldn't have ventured past the golf course sign. But I was delighted to be given a guided tour by Ozaukee Parks director Andrew Struck over the summer. I went back during my Autumn Odyssey and found the woodland surprisingly green for the most part, well after most of the area had begun to reach peak autumn color. Trees keep their own schedule, which doesn't always conform to our expectations!



Much of the diverse hardwood forest was still green when I visited.



I did find some color around the edges of the woodland.



A stiff breeze turned up the leaves as I passed through this stand of beeches.



Sometimes you just get lucky with the clouds!

Bonus photo!



Thiensville Dam Fish Passage along the Milwaukee River.

I also stopped at Thiensville Village Park on my way to the others above. I wanted to check out the newly completed reconstruction of the fish passage that allows fish to migrate around the Thiensville Dam on the Milwaukee River. I got the drone shot above, which clearly shows the switchback route the fish take to get from one water level to the other.

I leave you this week with this quote from Wendell Berry:

“The awareness that we are slowly growing into now is that the earthly wildness that we are so complexly dependent upon is at our mercy. It has become, in a sense, our artifact because it can only survive by a human understanding and forbearance that we now must make. The only thing we have to preserve nature with is culture; the only thing we have to preserve wildness with is domesticity.”

The trees and the fish would thank us if they could for making a place for them in our urban forest—although they persevere by instinct. On the other hand, it is we who should be grateful for their presence in our midst. And we have the capacity for gratitude, if not the instinct. Let us exercise our capacity.

Eddee Daniel is a board member of Preserve Our Parks.

Director of Golf Operations

January 19, 2021

P.O. Box 994

Port Washington, WI 53074

Greetings,

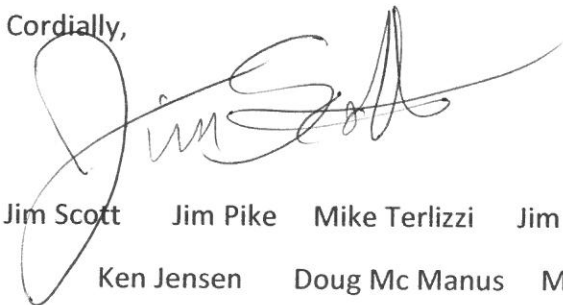
With a blanket of snow protecting the turf and the memories of the past season lingering in our minds, it seems appropriate to convey some thoughts regarding our experiences during the 2020 golf season. The gentlemen named at the bottom of this missive played Hawthorne every Wednesday afternoon. We commend Becky and her crew. The course was in marvelous condition and kept that way. The club house personnel struggled with a computer system that was anything but user-friendly, yet they managed to accommodate our tee times while we worked with them when we had no-shows. The effort to keep carts and equipment safe during this pandemic were obvious and much appreciated. As numerous new players frequented the course, the help of the rangers to move play along made our rounds enjoyable. And the courtesy of the course cart vendors complimented everything else.

Without a doubt, our county courses are among the best places to enjoy this game and the people who make it all possible deserve recognition. This has not only been a record year for rounds played but accomplished during a taxing period requiring added restrictions and concerns.

Our group includes a diverse sampling of talent, social status, political views, age, and sundry other characteristics. Golf on Wednesdays erases all of that. The comradery we enjoy, even through the quips and digs, could not endure in any other activity. Indeed, the sought-after recognition each week is to be labeled with the A-Hole of the day award for the best wise crack at someone's expense.

So, on behalf of the undersigned, thank you. We look forward to 2021.

Cordially,



Jim Scott Jim Pike Mike Terlizzi Jim Ruethling Rick Bunting

Ken Jensen Doug Mc Manus Mark Chelmowski

P.S. Alas, I would be remiss if I did not pass on one negative comment. PLEASE level the forward tee box on # six. Thank you. That is all.

Attachment: Golf Letter (P&PDept_Management and Financial Reports)

Lion's Den Gorge Nature Preserve - Tree Damage Hang Gliding Rescue and Equipment Retrieval

8.c.1.g



0 50 100 200 Feet

Point	Species	Diameter (cut tree)	Height (ft)	Responsible	Notes
1	American Basswood	16	35	Individual	-
2	American Basswood	3	15	Individual	-
3	American Basswood	12	35	Individual	-
4	American Basswood	2	15	Individual	-
5	Hawthorne Sp.	5		Fire Dept. (rescue)	-
6	Dogwood Sp., Other	1		Fire Dept. (rescue)	This point represents ~ 12 small 1" diameter trees/shrubs (e.g. cherry, nannyberry, birch, dogwood)

Legend

- Dogwood, Other
- Hawthorne
- American Basswood

— Trails

Boardwalk

 WI Wetland Inventory (2019)



Ozaukee County Planning
January, 2023

Packet Pg. 130

Attachment: LDGNP_Hangglider_TreeDamage1.24.23 (P&PDept_Management and Financial Reports)

County plants the seeds — literally — of a new nature preserve

■ *Department takes advantage of cover crop program to stabilize soil on Cedar Gorge property in Port*

By DAN BENSON
Ozaukee Press staff

Ozaukee County-owned equipment that's been used to help local farmers learn the benefits of using cover crops to improve soil and water health was used for the first time in a county park at the new Cedar Gorge Clay Bluffs Nature Preserve overlooking Lake Michigan south of Port Washington, signaling an expansion of the program that

began in 2019.

The county Planning and Parks Department rented a tractor and seed drill from the county's Land and Water Management Department to plant winter rye last fall on farm fields bordering Highway C in preparation for planting of native grasses.

The rental of the equipment is being paid for with a \$3,000 grant from the Land and See **Preserve** on page 4B



OZAUKEE COUNTY has planted cover crops on acres of farmland between Highway C and Lake Michigan at the Cedar Gorge Clay Bluffs Nature Preserve to stabilize the soil in preparation for planting native grasses.
Photo by Sam Arendt

OZAUKEE PRESS THURSDAY, JANUARY 12, 2023 4B

Preserve: Cover crops improve health of soil

FROM PAGE 1B

Water Department, representing a collaboration between the two departments.

"It will help maintain the property until a native prairie can be developed," Planning and Parks Director Andrew Struck told county supervisors on the Natural Resources Committee last week.

"This is a nice collaboration" between the two departments, committee Chairman Rob Holyoke said.

The county rents out the equipment to area farmers through the Demonstration Farm Network and Clean Farm Families Soil Health Program to promote the use of cover crops and other methods to reduce the amount of soil, manure and chemicals that run into area streams and Lake Michigan.

Its use at Cedar Gorge is the first time the equipment has been used in a non-farm setting, Land and Water Management Director Katie Vogeler said.

"We approached Andrew Struck about using the equipment there. We were aware that it had been conventionally farmed, and we thought it was a good opportunity to collaborate to get that ground covered," Vogeler said in an interview.

Using cover crops improves soil health, increases the amount of rainwater that penetrates the soil, cuts fuel costs and reduces

the need for fertilizers and herbicides, officials say.

"The whole goal is to keep the bare ground covered. This year we're not focusing on farm fields. We're opening it up. If you're a land owner with some woods or grassy area you can reach out to us to help restore and improve the soil quality," she said.

"Bare soil is subject to erosion," Vogeler said. "By planting a cover crop you have a living crop to keep the soil in place as well as the nutrients."

The program was one of the first in the state when it was created in 2019.

The equipment includes a tractor, an interseeder drill that injects seed into the ground, a crimper that bends stalks over and an air seeder that drops seed on the ground surface.

The drill has been used on about 500 acres a year and the air seeder was used on about 750 acres since it was purchased in August, Vogeler said.

Vogeler said the equipment is available to rent to anyone with bare ground that they wish to cover, even outside Ozaukee County.

"We've already rented to farmers in Sheboygan and Washington county," she said.

The installation of a cover crop at Cedar



CELEBRATING THE purchase of the Cedar Gorge Clay Bluffs property in August were (from left) Ozaukee Washington Land Trust Executive Director Tom Stolo, Land Trust Operations Manager Marilyn Schlotfeldt, Lisa Leick, a member of the Land Trust's Development and Communications Committee, and Development Director Leona Knobloch.
Press file photo

Gorge is one more step toward development of the 134-acre park, which was acquired by the Ozaukee Washington Land Trust in August and then transferred to the county.

The park is not yet open to the public.

The Natural Resources Committee last week also approved receiving a \$5,000 grant from American Transmission Company to plant more than 160 trees at Cedar Gorge, including 10 larger trees, Struck said.

The ATC grant also will help leverage other grant funds for more tree planting, Struck said.

The park includes a 42-acre "community

forest" area. When fully developed the park will include trails and scenic overlooks, among other amenities.

A workshop on cover cropping will be held from 9:30 a.m. to 3 p.m. on Thursday, Feb. 9, at Port Washington Inn & Suites Conference Center, 350 E. Seven Hills Rd., Port Washington.

The featured speaker will be Dave Brandt who has used no-till practices and cover crops since the 1970s.

For more information or to register, contact Vogeler at (262) 483-9740 or kvogeler@co.ozaukee.wi.us.



SEEN HERE WHERE it empties into Lake Michigan in the Town of Port Washington, Sucker Creek, or Sucker Brook, is one of the beneficiaries of Ozaukee County's ongoing efforts to restore migratory fish spawning grounds. The program has been so successful that the state has offered the county \$300,000 for Sucker Creek work, which is primarily being done upstream.

Photo by Bill Schanen IV

Fish passage success

■ *Ozaukee County's efforts to re-establish spawning grounds in streams has been so effective that the state has offered it \$300,000 for Sucker Creek work*

By **DAN BENSON**
Ozaukee Press staff

Thanks to ongoing fish passage improvement projects, the Ozaukee County Planning and Parks Department has been offered a \$300,000 grant to improve fish passage on Sucker Creek in the Town of Belgium over the next two years.

The grant from the state Department of Natural Resources' Office of Great Waters would be used to replace culverts and improve four farm crossings over the creek, which is also known as Sucker Brook, in a continuation of work already begun on the creek to improve fish passage there.

The funds administered by the DNR are from the U.S. Environmental Protection Agency's Great Lakes Restoration Initiative.

No match funding from the county is required to receive the funds, Planning and Parks Director Andrew Struck said.

"It's an invite-only grant in recognition of the work we have been doing," Struck told county supervisors on the Natural Resources Committee last week.

Besides work already underway on Sucker Creek, the county has worked to improve fish passage on Mineral Springs Creek in Port Washington,

Mole Creek in the Town of Saukville, as well as other locations.

In all, the Ozaukee Fish Passage Program has utilized approximately \$17.5 million of federal, state, local and non-profit organization funding to re-establish migratory fish passage between 11,149 wetland acres and 215 stream miles of the Milwaukee River Watershed, the Milwaukee Estuary, direct tributaries to Lake Michigan, and Lake Michigan, according to the program's web page.

"So far, the program has removed or remediated more than 300 impediments to fish and aquatic life passage, restoring access to over 150 miles of in-stream habitat and thousands of acres of wetland habitat," the site says.

The Sucker Creek project will include replacing old culverts with larger culverts able to accommodate heavier flows of water and which also will be partially buried, allowing fish to swim through them, Struck said.

Sucker Creek flows south from Sheboygan County through the Town of Belgium, roughly parallel to I-43, and into Lake Michigan in the Town of Port Washington.

At the same meeting, the Natural Resources Committee also voted to accept

a \$65,000 grant from the City of Port Washington to restore habitat and improve fish passage on Mineral Springs Creek in the city.

The city grant will be used to match a grant from the National Fish and Wildlife Foundation National Coastal Resilience Fund and another grant from the Fund for Lake Michigan.

In August 2018, Mineral Springs Creek experienced an intense rainstorm that dropped more than nine inches of rain in less than 24 hours, exceeding a 500-year storm event, scouring the stream bed and causing it to drop about four feet downstream of Ravine Street, exposing an 18-inch sanitary sewer line.

In response, the City of Port Washington encased the pipe in concrete after checking with the state Department of Natural Resources, which told city officials to do what was needed and apply for the needed permits later.

But the DNR later determined the repair effectively created a dam that impedes fish passage, and the city must remove the obstruction.

Working with the county, which secured \$730,000 in grants to restore fish passages there, habitat along the waterway is being restored

Opinion

Thursday, January 19, 2023

Ozaukee Press

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EDITORIAL

The rewards of helping fish swim freely

The federal grant to Ozaukee County announced recently was a gift to the river fish and migratory lake fish that frequent local streams, but the creek chubs and salmon and their cousins are sharing it with the humans of Ozaukee County and the environment in which they live.

The grant is a badge of honor for the county Planning and Parks Department's outstanding fish passage program. The \$300,000 Environmental Protection Agency grant, awarded through the Wisconsin DNR, is a reward for work by the department that has restored the free flow of water in 215 miles of Ozaukee County streams.

The federal money is earmarked for Sucker Creek, which will provide a good example of the overall environmental benefit of restoring the flow of water to allow fish to travel freely upstream and down.

Sucker Creek, locally known as Sucker Brook, meanders through northeastern Ozaukee County to meet Lake Michigan three miles north of the City of Port Washington. Once a lively stream, in some places pretty as a classic woodland creek, it became sluggish and murky, prone to pollution, weakened by the accretion of silt over the years.

Restoration will include replacing ancient culverts with much larger ones and clearing the stream bed and banks of other impediments to the free flow of water.

The project will add to an impressive list of accomplishments. Managed by Planning and Parks Director Andrew Struck, the county fish passage program has restored streams nourished by 11,149 wetland acres. More than 300 impediments have been removed. A measure of the scope of the effort is that it has been funded by \$17.5 million in federal and state government grants and contributions from nonprofit environmental organizations.

Lest anyone doubt the value of the fish passage restoration imperative, it should be noted that the EPA has made it a countrywide initiative named the National Fish Passage Program. The program has funded work to restore the health of rivers and streams in every state.

One of the successes of the Ozaukee County effort is Mineral Springs Creek in Port Washington, a compromised little waterway that has been made into a robust creek emptying into Sauk Creek at the harbor. Work will continue with the help of a \$65,000 contribution from the City of Port.

The focus of the latest federal grant on Sucker Brook emphasizes the importance of another county environmental effort that directly affects that stream. The creek flows mainly through farmland and has long been afflicted by agricultural pollution, primarily manure runoff. The pioneering work by Andy Holschbach, retired director of the county Land and Water

Management Department, to engage farmers in earth-friendly tillage practices, manure management and the use of natural buffers between farm fields and the creek has shown results, and Holschbach's successor needs to carry it on vigorously.

The watershed work adds to the success of the enlightened and aggressive efforts that have made Ozaukee a leader among all Wisconsin counties in environmental protection. The centerpieces of those efforts are the nature preserves the county has created in partnership with the Ozaukee Washington Land Trust and made accessible to the public in the Lion's Den Gorge and Cedar Gorge Clay Bluffs county parks.

The County Board, to its credit, has been a strong supporter of these efforts. The denial by a close vote last year of a grant for Cedar Gorge was an aberration, influenced by misguided political pressure on supervisors representing Port Washington.

Most government services come to county residents courtesy of their local governments, and people may sometimes wonder—what has my county done for me lately?

Here is an answer: It has improved the health of Ozaukee County waterways and protected natural land areas for the benefit of the environment, the people of Ozaukee County and, of course, its fish.

OZAUKEE PRESS THURSDAY, JANUARY 19, 2023 2B

County receives more grant money for park building

■ *Hawthorne Hills facility that will cost \$374,000 to include bathrooms, showers, kitchen, meeting rooms*

By DAN BENSON
Ozaukee Press staff

The state grant funding the construction of a multipurpose maintenance building at the Ozaukee County Hawthorne Hills Park has grown by \$37,050, increasing the total cost of the project to \$374,100, according to documents.

The additional funds from a state Department of Natural Resources Knowles-Nelson Stewardship Local Assistance grant will help pay half the cost of the project, or \$187,050, with the county picking up the rest of the cost using money from its capital improvement fund.

Acceptance of the additional funds were approved by supervisors on the county Natural Resources Committee at their meeting on Jan. 4.

The multi-purpose building consists of two 3,388-square-foot levels. The first level, or phase one, includes indoor maintenance and equipment cleaning and storage areas, plus office and meeting space.

The upper level, or phase two, will include heated public bathrooms and showers, a kitchen, office, meeting room and storage space. Parking also will be added.



CONSTRUCTION OF A \$374,000 multipurpose building at Hawthorne Hills Park is underway. It will house everything from an equipment storage area to bathrooms, showers and a kitchen.
Photo by Sami Arendt

The new building, which is expected to be completed this summer, will make it easier to operate and maintain other services at Hawthorne Hills Golf Course and other nearby facilities.

The project is currently under construction, necessitating closure of the road that leads to the H.H. Peters Youth Camp facility, but when completed will improve and expand services to the public at the park.

The public bathroom and shower facilities can be accessed from the outside, making possible the development in 2024 of 25 to 30 campsites, at a cost of about \$110,000, adjacent to the multipurpose building. State law requires that bathroom facilities be located within 100 yards of a campground.

About two acres of the campground has

already been filled and graded with 936 yards of soil taken from the county's Little Menomonee River Fish and Wildlife Area project in Mequon.

Staff and maintenance costs for the building and the bathrooms would be offset by campground revenue, estimated to be about \$20,000 a year, county officials say.

The county's share of the building's construction cost will be paid for from its capital improvement fund. Those funds come from budget surpluses, excess debt service funds and new construction property tax revenue and are meant to pay for one-time expenditures and not to fund regular or ongoing county services.

Construction of the multipurpose build-

ing is one of the latest, and largest, projects at the park, which is bordered by Hawthorne Hills Golf Course to the south, Highway 1 to the west, Pioneer Village, operated by the Ozaukee County Historical Society, to the north and the Milwaukee River to the east.

The 57.1-acre park area is mostly undeveloped woodland that includes hiking trails. It is open to the public year-round from 6 a.m. to 9 p.m. and is popular for hikers and dog walkers.

There is access to the Milwaukee River for fishing and kayaking, but there are no amenities other than a few grills and picnic tables. Fires are allowed only in the grills provided.

There also is a pond that is open to fishing. See **Park** on page 7B

Park: Paving of road is in its future

FROM PAGE 2B

but not to boating.

Other recent improvements at the park include improving accessibility at the 40-acre H. H. Peters Youth Camp for adults with disabilities and restoring native prairie grasses to 2.5 acres of open field with the help of a grant from the U.S. Fish and Wildlife Service.

Besides the campground, future projects at Hawthorne Hills Park include completing the paving of the road to the multipurpose building and to the H.H. Peters Youth Camp, at a cost of about \$77,000.

Doing so would make those facilities more accessible in winter as snow cannot be plowed currently due to the steepness of parts of the road.

Ozaukee Press

(Jan. 19, 2023)

Notice of Pending Application for Proposed Pier

Andrew Struck, 121 W Main Street, P.O. Box 994, Port Washington, WI, 53074 and Bruce Luebke, W10040 Cascade Mountain Road, Portage, WI 53901-9634 have applied to the Department of Natural Resources for a permit to construct a replacement pier. The project is located in SE 1/4, SE 1/4, Section 09 Township 10N, Range 22E located in Town of Grafton, Ozaukee County.

The project consists of replacing an existing pier and overlook at the Lion's Den Gorge Nature Preserve County Park (LDGNP) and at an adjacent open water area in the Ulao Waterfowl Production Area which is owned and managed by the United States Fish and Wildlife Service. LDGNP is located at 511 High Bluff Dr., Grafton, WI 53024 and is a 72-acre park within the Ozaukee County Park System.

The Department will review the proposal provided by the applicant and any information from public comments and the public informational hearing. The Department will determine whether the proposal complies with ss. 1.11, 30.12, and 30.208, Stats., and ch. NR 150, Wis. Adm. Code, and ensure that the required mitigation meets the standards in s. 281.36(3r), Stats. if the project impacts wetlands.

The Department has made a tentative determination that it will issue the permit for the proposed activity.

If you would like to know more about this project or would like to see the application and plans, please visit the Department's permit tracking website at <https://permits.dnr.wi.gov/water/SitePages/Permit%20Search.aspx> and search for Luebke.

Reasonable accommodation, including the provision of informational material in an alternative format, will be provided for qualified individuals with disabilities upon request.

Any person may submit comments and/or request a public informational hearing by emailing michelle.soderling@wisconsin.gov, over the phone at (414) 430-7129, or writing to Michelle Soderling, 1027 W St. Paul Ave., Milwaukee, WI 53233 by U.S. mail. If you are submitting general comments on the proposal, they must be emailed, verbalized, or postmarked within 30 days after the date this notice is published on the Department's website. If you are requesting a public informational hearing, the request must be emailed, verbalized, or postmarked within 20 days after the date this notice is published on the Department's website. A request for hearing must include the docket number or applicant name and specify the issues that the party desires to be addressed at the informational hearing.

If no hearing is requested, the Department may issue its decision without a hearing. If a public informational hearing is held, comments must be postmarked no later than 10 days following the date on which the hearing is completed.

The final decision may be appealed as indicated in the decision document.

Docket Number IP-SE-2022-46-03721

STATE OF WISCONSIN DEPARTMENT OF NATURAL RESOURCES
For the Secretary

BY:

Michelle Soderling January 4, 2023
Water Management Specialist Date

WNAXLP

Ozaukee Press

Riveredge to host activities for all ages

A variety of programs are being held at Riveredge Nature Center in the Town of Saukville during the coming weeks.

Snow-related fun and stories with members of Bookworm Gardens in Sheboygan will be held from 3 to 5 p.m. Saturday, Jan. 21.

Children ages 2 to 12 will enjoy outdoor play times followed by winter-themed stories for children to read and be read to.

Hot chocolate and tea will be served.

The fee is \$5 for All-Access members, \$8 for Trail Pass members and \$10 for nonmembers.

The Community Rivers Program will hold free winter hikes near the Milwaukee River for members of participating communities during January.

Fredonia residents are invited to the 1 to 2:30 p.m. hike Sunday, Jan. 29, at Waubedonia Park.

To register, visit <https://tinyurl.com/yuzprdsy>.

"Growing Green: Native Landscaping Design for the Novice" will be held from 9 a.m. to noon Saturday, Feb. 4.

Riveredge's Conservation Department members will teach different principles of native landscape design and provide a broad selection of plant profiles and attributes. Participants may then create a design for their yard with one-on-one help, leaving the program with a rough map and layout, a list of plants, trees and shrubs as well as a budget and timeline to get the design started.

The fee is \$30 for All-Access household members, \$35 for Trail Pass household members and \$40 for nonmembers.

A Memory Cafe for people with Alzheimer's disease and their caregivers will be held from 1 to 2:30 p.m. the first Thursday of each month.

The program provides an opportunity for participants with dementia or other cognitive changes to safely get outside, interact socially and try fun, approachable activities around a nature-based theme.

To register someone for the Memory Cafe, contact Sarah at the Ozaukee County Aging and Disabilities Resource Center at (262) 284-8120 or sprohuska@co.ozaukee.wi.us.

Night ski, snowshoe and candlelit hikes will be held from 4:30 to 8 p.m. Fridays, Jan. 20 and 27.

"Hook-ology: Why Not Fly Knot?" will be held from 10 a.m. to 12:30 p.m. Saturday, Jan. 21.

The Little Explorers group will meet from 10 to 11:30 a.m. Thursday, Jan. 26.

For more information or to register for a program, call (262) 375-2715 or visit riveredgenaturecenter.org.

Riveredge is at 4458 Hwy. Y.

Winter hike at bog to be held on Feb. 5

A winter hike into the Cedarburg Bog in the Town of Saukville will be held from 1:30 to 4:30 p.m. Sunday, Feb. 5.

Jim Reinartz, president of the Friends of the Cedarburg Bog, will lead the four-mile hike.

Weather or snow and ice conditions can make the hike challenging. If ice conditions are not safe, the group will hike the uplands instead.

The Field Station website at uwm.edu/field-station/ will be updated several days prior to the hike with snow and ice conditions.

The hike will be followed by a bonfire and hot cocoa and cider at the University of Wisconsin-Milwaukee Field Station. Participants should bring their own mug.

Pets are not allowed.

To register, visit www.bogfriends.org and click on the Programs and Events tab call (414) 897-1739 or email bogfriends@gmail.com with your name and phone number.

There is no fee but a \$5 donation is suggested.

The Field Station is at 3095 Blue Goose Rd., Saukville.

PHOTOS of the YEAR

A good photograph tells a story, and those that were printed on the pages of Ozaukee Press in 2022 told the stories of triumphs and challenges, of communities supporting their neighbors and strangers half a world away, of people young and old celebrating their accomplishments. These photographs told the story of how we live in Ozaukee County. *Photos by Sam Arendt*



Ozaukee Washington Land Trust representatives marked the purchase of the Cedar Gorge Clay Bluffs Nature Preserve in Port.