



AGENDA
NATURAL RESOURCES COMMITTEE
REGULAR MEETING
THURSDAY, APRIL 6, 2023 – 9:00 AM
ADMINISTRATION CENTER - AUDITORIUM
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**
- 2. PROPER NOTICE**
- 3. PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS**
- 4. APPROVAL OF MINUTES**
 - a. March 2, 2023
- 5. PUBLIC HEARING**

Request by Mark and Amy Jankowski, as owners, to petition the Natural Resources Committee for a Zoning Classification change Floodplain to Non-floodplain in the Shoreland District, per Section 7.1300 of the Ozaukee County Shoreland & Floodplain Zoning Ordinance, to reflect the results of a fill project for the construction of a new residence.

*Affecting the following described real estate: **Town of Belgium**, T12N-R23E in the NE1/4 of NW1/4 Section 6. Tax Key # 02-006-05-016.00, Lot 4 CSM #2129 Vol. 16/45, Property address: 136 Hidden Bluff Road.*

6. LAND AND WATER MANAGEMENT DEPARTMENT

a. Action Items:

1. Ordinance: Shoreland & Floodplain Zoning Map Amendment - Town of Belgium, Section 6 (*postponed from March 2, 2023 meeting*)

b. Management/Financial/Informational Reports

1. LWM Monthly Report*

7. UNIVERSITY EXTENSION OFFICE

a. Discussion Items:

1. Extension Ozaukee County Community Development Educator Introduction - Tania Spofford

b. Management/Financial/Informational Reports

1. UW-Madison Division of Extension Reports

8. REGISTER OF DEEDS/LAND INFORMATION

a. Management/Financial/Informational Reports

1. Register of Deeds Reports

9. PLANNING AND PARKS DEPARTMENT

a. Action Items:

1. Revised Ozaukee Washington Land Trust Conservation Easement for Clay Bluffs Cedar Gorge Nature Preserve (*postponed from March 2, 2023 meeting*)

2. Increase of Revenue Budget Amendment for a Fund for Lake Michigan Grant for Groundwater Investigation and Stormwater Wetland Improvements at Virmond County Park
3. Increase of Revenue Budget Amendment for a Southeastern Wisconsin Invasive Species Consortium, Inc. Grant for Invasive Species Management at Covered Bridge County
4. Increase of Revenue Budget Amendment for a Natural Resources Foundation of Wisconsin Quiet Trails Grant for Trail Development at Mee-Kwon County Park
5. Resolution: Application And Acceptance of Outdoor Recreation Trail Aids - County Snowmobile Trail Aids Funding Through The Wisconsin Department Of Natural Resources
6. Change Order for Construction Related Services for the new Hawthorne Hills County Park – Multipurpose Parks Maintenance Facility - Phase II

b. Discussion Items:

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

c. Management/Financial/Informational Reports

1. Planning & Parks Management and Financial Reports

10. NEXT MEETING DATE

May 4, 2023

11. 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:	April 6, 2023
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Julie Winkelhorst

Agenda Summary March 2, 2023

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/03022023-3214>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/03022023-3214)

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: April 6, 2023
DEPARTMENT: Land and Water Management
DIRECTOR: Katie Vogeler
PREPARER: Julie Winkelhorst

Agenda Summary Public Hearing Notice

ATTACHMENTS:

- Rezoning-Jankowski Floodplain Public Notice 4-6-2023 (PDF)

NATURAL RESOURCES COMMITTEE

(March 23, 2023 and March 30, 2023)

**OZAUKEE COUNTY NATURAL RESOURCES COMMITTEE
PUBLIC HEARING NOTICE**

NOTICE IS HEREBY GIVEN that a public hearing will be held at a meeting of the Ozaukee County Natural Resources Committee on April 6, 2023, at 9:00 A.M. in the Auditorium of the Ozaukee County Administration Center, 121 W. Main St., Port Washington, to consider the following item(s):

Request by Mark and Amy Jankowski, as owners, to petition the Natural Resources Committee for a Zoning Classification change Floodplain to Non-floodplain in the Shoreland District, per Section 7.1300 of the Ozaukee County Shoreland & Floodplain Zoning Ordinance, to reflect the results of a fill project for the construction of a new residence.

Affecting the following described real estate: **Town of Belgium**, T12N-R23E in the NE1/4 of NW1/4 Section 6

Tax Key # 02-006-05-016.00, Lot 4 CSM #2129 Vol. 16/45, Property address: 136 Hidden Bluff Road.

Information regarding this item on file with the Ozaukee County Department of Land and Water Management, Room 223, Ozaukee County Administration Center, 121 W. Main St., Port Washington.

The public and all interested persons are invited to attend this meeting and comment as appropriate. Discussion and action by the Natural Resources Committee will follow the hearing.

Rob Holyoke, Chairman
Natural Resources Committee

Attachment: Rezoning-Jankowski Floodplain Public Notice 4-6-2023 (Public Hearing Notice)

ORDINANCE NO. (ID # 9230)

SHORELAND & FLOODPLAIN ZONING MAP AMENDMENT - TOWN OF BELGIUM,
SECTION 6

The County Board of Supervisors of the County of Ozaukee does ordain that the County Shoreland and Floodplain Zoning Map be amended in accordance with Section 7.1300 of the Ozaukee County Code of Ordinances to indicate a Zoning Classification Change from Floodplain to Non-Floodplain.

Affecting the following described real estate: **Town of Belgium**, T12N-R23E in the NE1/4 of NW1/4 Section 6.

Tax Key # 02-006-05-016.00, Lot 4 CSM #2129 Vol. 16/45, Property address: 136 Hidden Bluff Road.

This Ordinance shall take effect upon enactment and publication.

Dated at Port Washington, Wisconsin, this 5th day of April 2023.

SUMMARY: Shoreland & Floodplain Zoning Map Amendment, Town of Belgium- Section 6.

VOTE REQUIRED: Majority

03/02/23

Natural Resources Committee

POSTPONED

Next: 04/06/23

RESULT:	POSTPONED [UNANIMOUS]	Next: 4/6/2023 9:00 AM
MOVER:	B. Ross, Supervisor District 19	
SECONDER:	B. Jobs, Vice-Chairperson	
AYES:	R. Holyoke, B. Jobs, B. Ross	
EXCUSED:	T. Matera, K. Schoessow	

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	April 6, 2023
DEPARTMENT:	Land and Water Management
DIRECTOR:	Katie Vogeler
PREPARER:	Katie Vogeler

Agenda Summary Shoreland & Floodplain Zoning Map Amendment - Town of Belgium, Section 6

BACKGROUND INFORMATION: Request by Mark and Amy Jankowski, as owners, to petition the Natural Resources Committee for a Zoning Classification change Floodplain to Non-floodplain in the Shoreland District, per Section 7.1300 of the Ozaukee County Shoreland & Floodplain Zoning Ordinance, to reflect the results of a fill project for the construction of a new residence.

Affecting the following described real estate: **Town of Belgium**, T12N-R23E in the NE1/4 of NW1/4 Section 6

Tax Key # 02-006-05-016.00, Lot 4 CSM #2129 Vol. 16/45, Property address: 136 Hidden Bluff Road.

Per Section 7.1300 of the County Shoreland and Floodplain Zoning Ordinance, any change to a floodplain boundary shown on a Shoreland and Floodplain Zoning Map requires County Board approval.

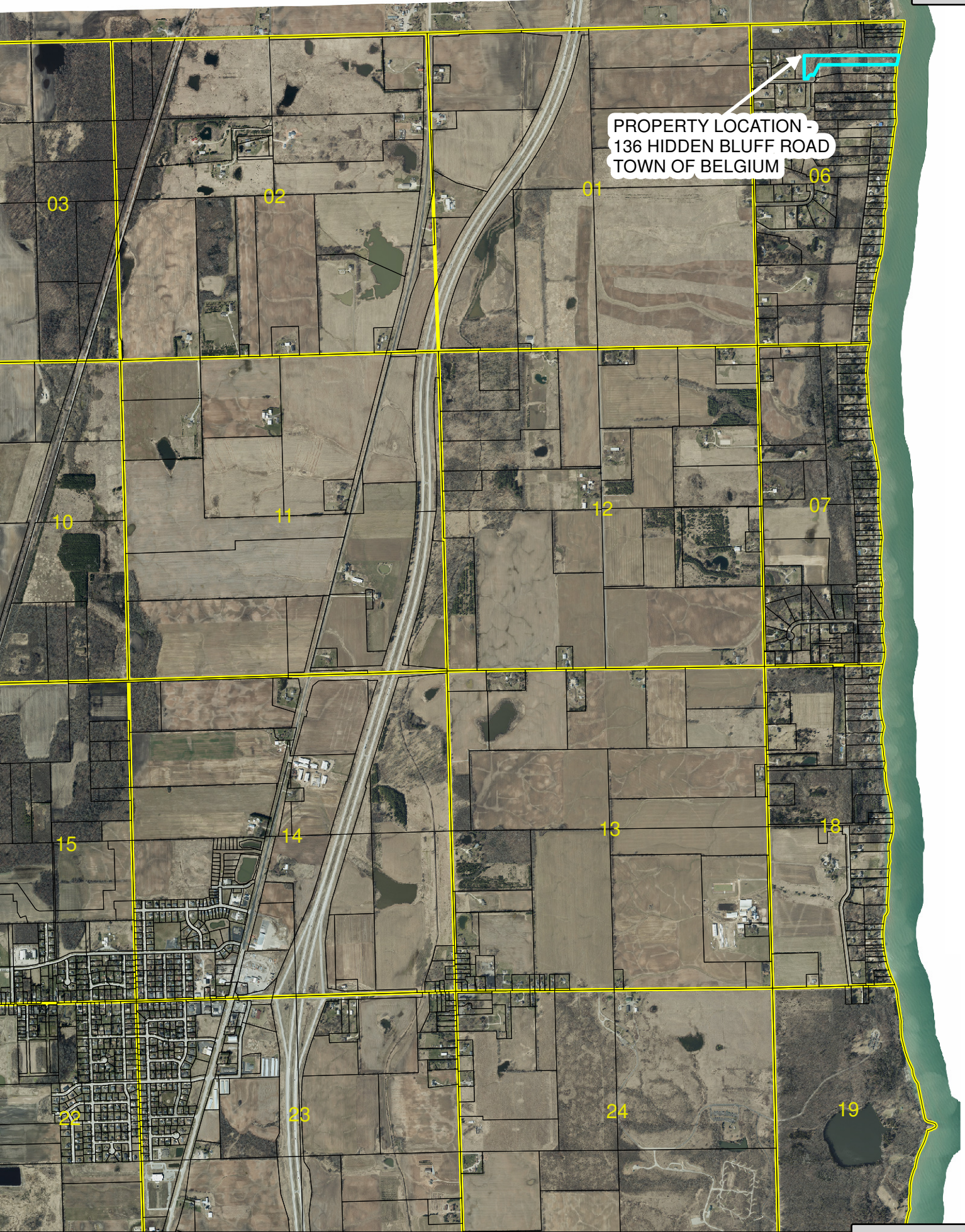
ANALYSIS: The Shoreland & Floodplain is to reflect the zoning change from Floodplain to Non-Floodplain based on the survey conducted by North Shore Engineering INC. on December 23, 2022.

FISCAL IMPACT: N/A FUNDING SOURCE: N/A

RECOMMENDED MOTION: Approve to amend the Shoreland & Floodplain Zoning Map to reflect the change from Floodplain to Non-Floodplain in the Shoreland District as a result of the survey completed by North Shore Engineering INC. on December 23, 2022.

ATTACHMENTS:

- Jankowski Property Location Map (PDF)
- Jankowski Rezoning Application 1-10-2023 (PDF)
- Jankowski Survey 1-10-2023 (PDF)



PROPERTY LOCATION -
136 HIDDEN BLUFF ROAD
TOWN OF BELGIUM

Attachment: Jankowski Property Location Map (Shoreland & Floodplain Zoning Map Amendment - Town of Belgium, Section 6)



LAND AND WATER MANAGEMENT DEPARTMENT

Andy Holschbach 6.a.1.b

Edward J. Pfister, Sanitation & Zoning Coordinator

Jeffrey P. Bell, Land & Water Coordinator

www.co.ozaukee.wi.us

RECEIVED

PETITION TO CHANGE ZONING CLASSIFICATION

JAN 10 2023

TO THE OZAUKEE COUNTY NATURAL RESOURCES COMMITTEE:

Ladies & Gentleman:

The undersigned hereby petitions the Ozaukee County Natural Resource Committee to change the zoning classification of the following land in Ozaukee County, Wisconsin, from:

OZAUKEE COUNTY
LAND & WATER
MANAGEMENT DEPT

FLOOD PLAIN

(Existing Zoning District)

to FILLED FLOOD PLAIN

(Proposed Zoning District)

Owner:	MARK + Amy JANKOWSKI
Telephone Number:	262-617-2900
E-Mail Address:	mjankowski0802@gmail.com
Mailing Address:	405 E. MacARTHUR Rd
City, State, Zip:	FOX POINT, WI 53217
Project Address (if different than mailing address):	136 HIDDEN BLUFF RD, BELGIUM, WI

Agent:	
Telephone Number:	
E-Mail Address:	
Mailing Address:	
City, State, Zip:	

Tax Key Number: 02-006-05-01600

Legal Description (1/4, Section, Township-Range, Municipality):

NE 1/4 NW 1/4 OF SEC 6, TOWNSHIP 12 N, RANGE 23 EAST

Lot Number: 4	Block Number:	Subdivision Name or CSM #
		CSM 16 2129 Vol 144 TOWN OF BELGIUM

Additional Information:

NOTICE TO PETITIONERS

The procedure to rezone / amend the Ozaukee County Shoreland and Floodplain Zoning Ordinance must comply with the statute and administrative rule provisions described in Sections 7.1300-7.1305. The criteria that the board must consider to reach a decision on the petition are stated in the ordinance [Sections 7.1300 (comprehensive), 7.1302 (floodplain), and 7.1305 (shoreland-wetland)].

This petition (original only) and any support documents must be filed with the Ozaukee County Land & Water Management Department one month in advance of the applicable Natural Resources Committee meeting date. Required support documents include:

- (1) A survey clearly showing the boundaries (wetland / floodplain) of any area to be rezoned, and
- (2) A written statement that addresses the criteria in ordinance Sections 7.1300-7.1305 as they relate to the proposed rezoning, if applicable (see descriptions on back page). Application materials shall be limited to 8.50 x 11.00, 8.50 x 14.00, or 11.00 x 17.00 sheets. Petitions will be considered at the next available committee meeting.

(continued on page 2)

121 W. Main Street, P. O. Box 994, Port Washington, WI 53074

Phone: (262) 284-8313 Metro: (262) 238-8313 Fax: (262) 284-8367 Metro Fax: (262) 238-8367

Packet Pg. 9

Attachment: Jankowski Rezoning Application 1-10-2023 (Shoreland & Floodplain Zoning Map Amendment - Town of Belgium, Section 6)

NOTICE TO PETITIONERS (continued)

Notice of a public hearing on the petition will be published as a Class II notice under CH. 985, Wisconsin Statutes. The applicant will be notified of the date, time, and location of the hearing. It is advisable for the applicant or an agent for the applicant to attend the hearing.

A rezoning application fee of \$330.00, payable to Ozaukee County, is due at the time the petition is filed.

Comprehensive Rezoning

Section 7.1300 - Applies to all areas within the shoreland zoning jurisdictional area except floodplain and wetland areas. Rezoning of floodplain or wetland areas are regulated under Sections 7.1302 & 7.1305 (see below).

Floodplain Rezoning

Section 7.1302 - Floodplain management regulations may only be removed by rezoning the area to remove it from the floodplain provided the property:

- (a) is filled to an elevation 2 feet above the regional flood elevation and is contiguous to lands outside the floodplain, or
 (b) was above the regional flood elevation at the time of the effective date of the floodplain zoning map (mapped floodplain error).

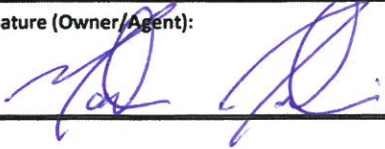
Shoreland-Wetland Rezoning

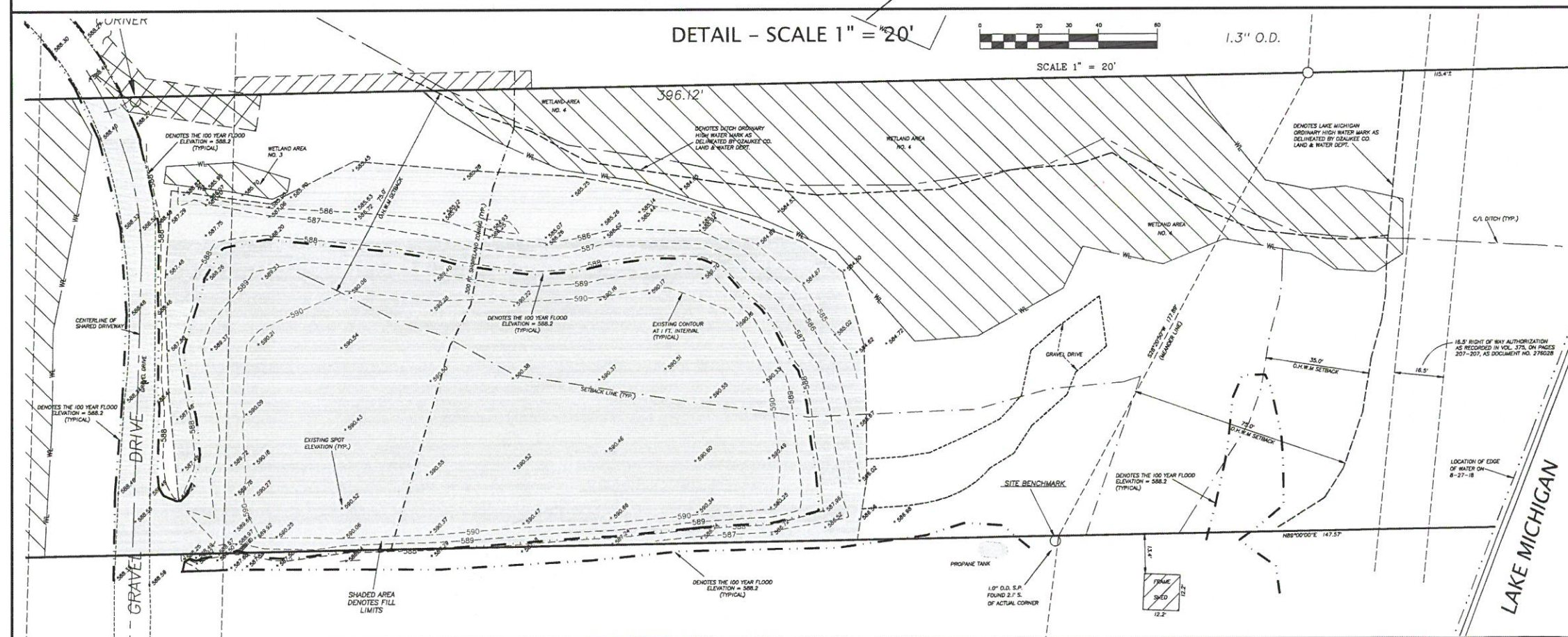
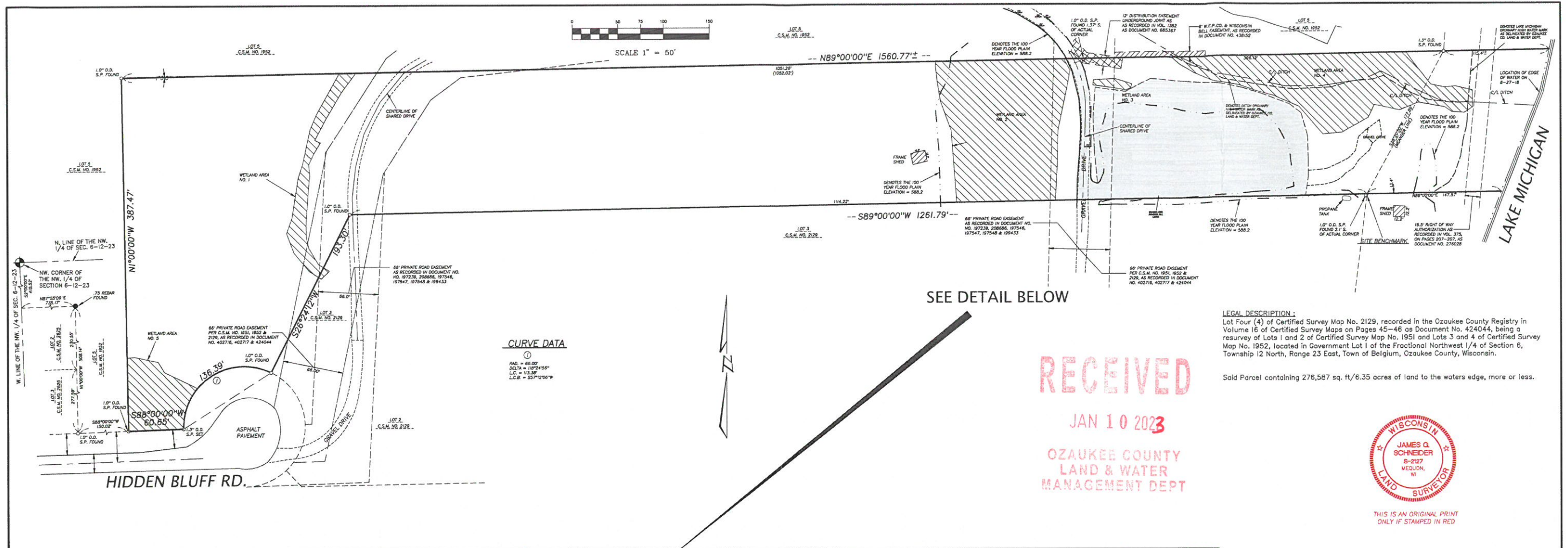
Section 7.1305 - A wetland, or portion thereof, in the shoreland-wetland district shall not be rezoned if the proposed rezoning may result in a significant adverse impact upon any of the following:

1. Storm and flood water storage capacity; ✓
2. Preservation of dry season stream flow, the discharge of groundwater to a wetland, the recharge of groundwater from a wetland to another area, or the flow of groundwater through a wetland; ✓
3. Filtering or storage of sediments, nutrients, heavy metals, or organic compounds that would otherwise drain into navigable waters; ✓
4. Shoreline protection against soil erosion; ✓
5. Fish spawning, breeding, nursery or feeding grounds; -
6. Wildlife habitat; -
7. Areas of special recreational, scenic, or scientific interest, including scarce wetland types. -

Section 7.1305(C) - If the Wisconsin Department of Natural Resources notifies the natural resources committee or county board that a proposed text or map amendment to the shoreland-wetland provisions of this ordinance may have a significant adverse impact upon any of the criteria listed above, that amendment, if approved by the county board, shall contain the following provision:

"This amendment shall not take effect until more than 30 days have elapsed after written notice of the county board approval of this amendment is mailed to the DNR. During that 30-day period the department may notify the county board that it will adopt a superseding shoreland ordinance for the county under Section 59.692 (6), Wis. Stats. If the department does so notify the county board, the effect of this amendment shall be stayed until the Section 59.692 (6) adoption procedure is completed or otherwise terminated."

Signature (Owner/Agent): 		Date: 10 JAN 23	Petition Fee: \$330.00
			Petition Date: 11/10/2023
(For Department use only)			Check / Receipt Number: 2362/17257
Date of NR Committee Approval:		Date of County Board Approval:	
Comments:			



NOTE:

1. ALL BEARINGS ARE REFERENCED TO THE WEST LINE OF THE NW 1/4 OF SECTION 6-12-23 AND PER C.S.M. NO. 2129, WHICH BEARS S22°00'00"E

BENCHMARK NOTE:

1. SITE BENCHMARK ON 1.0" S.P. MARKING SOUTH END OF MEANDER LINE AS SHOWN ON SURVEY DRAWING. TOP OF PIPE ELEVATION = 588.85.
2. MAIN BENCHMARK IS P.K. NAIL MARKING SECTION CORNER AT C.T.H. "LL" & PEBBLE BEACH RD. TOP OF P.K. NAIL ELEVATION = 702.99.



NORTH SHORE ENGINEERING, INC.
Consulting Engineers & Land Surveyors
11433 N. Port Washington Rd., Mequon, Wisconsin, 53092
(262) 241-9400 • FAX: (262) 241-5337
www.NorthShoreEngineering.net

MARK	DATE	REVISION	BY	APVD
1.	12/23/22	REVISIONS FOR AS-BUILT OF GRAVEL DRIVEWAY	A.R.H.	J.G.S.
"GRADING/FILL AS-BUILT"				
Johnsen Schmalig Architects Jankowski Residence Lot 4, C.S.M. No. 2129				
Town of Belgium, Ozaukee Co. Wisconsin				
FIELD CREW:	E.A.J. & S.W.S.	APPROVED:		
DWN. BY:	A.R.H.	DATE:	NOVEMBER 16, 2022	
CHKD. BY:	J.G.S.	Plot No.	LS-5075-21	

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	April 6, 2023
DEPARTMENT:	Land and Water Management
DIRECTOR:	Katie Vogeler
PREPARER:	Katie Vogeler

Agenda Summary LWM Monthly Report*

ATTACHMENTS:

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

NATURAL RESOURCES COMMITTEE



LAND AND WATER MANAGEMENT DEPARTMENT

CURRENT PROJECTS AND REPORT UPDATES

MARCH 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
Sarah Kempen, Soil Health Specialist

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

Attachment: March 2023 news (LWM Monthly Report)



Land & Water Resource Management

♦ Conservation Planning/Farmland Preservation (FPP)

- 94 farms currently participating in Farmland Preservation Program; status reviews will begin when fields are planted.

♦ Best Management Practices Design and Certification

- Working on designs
- 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, working on a landowner to landowner manure spreading agreement

♦ 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. I foresee a few CAFO's on the horizon, at some point the LWM will need to take a closer look at land base for manure.

♦ Stormwater Management & Construction Site Erosion Control-WPDES Permit

- Stantec complete their contracted work with County on MS4 Permit. We will work with Sarah Kempen, SWEETWATER and Stantec again if needed to complete our next steps of the permit. Next on the To Do List is to address bacteria sources of concern into ordinance regarding our MS4 Stormwater Permit.

♦ Buffer Initiative– Conservation Reserve Enhancement Program (CREP)

- No activity

♦ 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

- Programs are 100% online for purchases so far 160 (trees) and 37 (pollinator) 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.
- Updating signage at the Clean Farm Families Soil Health Demonstration site

- Ozaukee Dirt 2023 newsletter. We want to get on a spring time mailing, dept is working on articles and flyers for the next newsletter.
- 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 20th—Sarah Kempen started as the Soil Health Specialist. She brings 8 years experience in a gov setting and will be knowledgeable in permitting and watershed outreach efforts. She is actively planning our summer field events

6.b.1.a



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

- Annual Report Submitted to DNR in March.

♦ Miscellaneous

- 1930 & 1936 Edgewater project completed and reimbursement requests have been filed!

Attachment: March 2023 news (LWM Monthly Report)

Ozaukee County Committee Report
General Fund Land & Water Management
 For the Two Months Ending Tuesday, February 28, 2023
 Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	\$231,416	(\$350,749)	\$478,790	\$829,539	-73.26%
Public Charges for Services	\$19,183	\$29,769	\$154,010	\$124,241	19.33%
Licenses & Permits	-	\$7,902	\$101,000	\$93,098	7.82%
Other Revenue	\$45,000	\$38,000	\$67,600	\$29,600	56.21%
Total Revenues	\$295,599	(\$275,078)	\$801,400	\$1,076,478	-34.32%
Expenditures					
Salaries	\$36,575	\$58,194	\$580,576	\$522,382	10.02%
Fringe Benefits	\$14,708	\$36,194	\$223,008	\$186,814	16.23%
Travel/Training	\$78	\$1,099	\$16,725	\$15,626	6.57%
Supplies	\$343	\$3,484	\$38,778	\$35,294	8.98%
Purchased Services	\$3,658	\$4,010	\$146,443	\$142,433	2.74%
Interdepartment Charges	\$2,759	\$6,514	\$44,309	\$37,795	14.70%
Grants	\$2,774	\$6,466	\$268,818	\$262,352	2.41%
Other Expenses	\$3,104	\$12,269	\$93,603	\$81,334	13.11%
Total Operating Expenditures	\$63,999	\$128,230	\$1,412,260	\$1,284,030	9.08%
Capital Outlay					
Total Expenditures	\$63,999	\$128,230	\$1,412,260	\$1,284,030	9.08%
Net Increase (Decrease)	\$231,600	(\$403,308)	(\$610,860)	(\$207,552)	66.02%

Equity:

Attachment: LWM Financials (LWM Monthly Report)

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	April 6, 2023
DEPARTMENT:	UW Extension
DIRECTOR:	Cindy Sarkady
PREPARER:	Claudia Breitengross

Agenda Summary UW-Madison Division of Extension Reports

ATTACHMENTS:

- March 2023 Report (PDF)
- UW Ext Financials 4.2023 (PDF)

NATURAL RESOURCES COMMITTEE



March 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

- Succession Planning & Shared Leadership training for 4-H organizational leaders to learn about succession planning, what it can look like, approaches, providing resources and together sharing ideas to make succession planning possible.
- A training for adults who are interested in becoming 4-H volunteers, where adults learned what Extension is, how volunteers contribute to Extension programs, volunteer roles and responsibilities, what makes a quality youth development program, and what resources are available to 4-H volunteers. This effort is intended to prepare all future 4-H volunteers.
- An orientation for 4-H volunteer project leaders, where participants received and shared information and resources for holding a 4-H project meeting. Through these conversations and shared resources, 4-H volunteer project leaders increase their understanding of creating a safe and positive learning environment where youth feel comfortable to be their authentic selves.
- 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 understand and share common goals, connections, and language of 4-H youth development.
- 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.



March 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 but posted for hiring.
- **Dairy:** Tina Kohlman, Dairy Agent
 - A moderate and large farm operator round table discussion group in collaboration with Texas A&M Agricultural and Food Policy Center (AFPC), where participants shared and discussed representative financial and production values for dairy farms operations in the region. This effort is designed to collect data to establish a "Representative Dairy Farm's" financial and milk and crop production values, which will be used to help develop Congressional agriculture programs through scenarios utilizing "real-word" agriculture costs and expenses.
 - A presentation on fit for transport of calves and market cows for dairy farmers and dairy consultants, where participants learned to identify when an animal should and should not be transported. This effort was designed to improve animal health and well-being, positively impacting a farmer's ability to be economically viable.
 - Planning for a program for women in agriculture (VITAL - Valuably Informed Thriving Agricultural Leader) in Northeastern WI. The goal of this effort is to teach individuals the latest, unbiased, university-based research on transition cow health, farm diversification, and farm economics so that they can improve farm efficiencies and increase farm business viability.



March 2023 Report

Community Development

Tania Spofford, Community Development Educator



Community Development provides educational programming to assist leaders, communities, and organizations realize their fullest potential. We work with communities to build the vitality that enhances their quality of life and enriches the lives of their residents. IN short, the Community Development Institute plants and cultivates the seeds for thriving communities and organizations.

Community Development Highlights

- Welcome Tania! Tania Spofford is the new Community Development Educator for Extension Ozaukee County. Tania brings 20 years in professional non-profit advocacy and development. She has held roles as executive director, community organizer, educator, and organization and leadership development consultant, working with organizations such as United Way, Goodwill, regional healthcare systems, local churches, and other nonprofit community organizations throughout east central Wisconsin. Tania is excited to join Extension and contribute to making a positive impact locally!





Extension

UNIVERSITY OF WISCONSIN-MADISON
OZAUKEE COUNTY

7.b.1.a

March 2023 Report

What's Next/Upcoming Events

- **April 5, 2023**
 - [VITAL Women in Ag Seminar](#), 10:00 am, Farm Discovery Center, Manitowoc
- **April 11, 2023**
 - [4-H Adult VIP Training](#), 11:30 am, Virtual Session
- **April 11 & 25, 2023**
 - [4-H Harbinger Newsletter](#) published
- **April 16-22, 2023**
 - National Volunteer Appreciation Week, [Ozaukee County 4-H Volunteer Shout-outs](#)
- **April 20, 2023**
 - 4-H Leaders Association Board Meeting, 6:00 pm., Ozaukee County Admin Building, Port Washington
 - [4-H Adult VIP Training](#), 6:30 pm, Virtual Session
- **April 24, 2023**
 - [4-H Adult VIP Training](#), 6:30 pm, Virtual Session
- **April 29, 2023**
 - 4-H Volleyball Tournament, 9:00 am, Port Washington High School

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

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UNIVERSITY OF WISCONSIN-MADISON
OZAUKEE COUNTY

Ozaukee County Committee Report

General Fund University of Wisconsin Extension

For the Two Months Ending Tuesday, February 28, 2023

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	-	\$3,890	\$3,890	0.00%
Public Charges for Services	\$102	\$519	\$7,980	\$7,461	6.50%
Total Revenues	\$102	\$519	\$11,870	\$11,351	4.37%
Expenditures					
Salaries	\$5,088	\$7,633	\$65,069	\$57,436	11.73%
Fringe Benefits	\$617	\$925	\$7,844	\$6,919	11.79%
Travel/Training	-	-	\$13,588	\$13,588	0.00%
Supplies	\$102	\$1,038	\$17,940	\$16,902	5.79%
Purchased Services	\$82	\$164	\$103,296	\$103,132	0.16%
Interdepartment Charges	\$1,476	\$2,944	\$20,919	\$17,975	14.07%
Other Expenses	-	-	\$743	\$743	0.00%
Total Operating Expenditures	\$7,365	\$12,704	\$229,399	\$216,695	5.54%
Capital Outlay					
Total Expenditures	\$7,365	\$12,704	\$229,399	\$216,695	5.54%
Net Increase (Decrease)	(\$7,263)	(\$12,185)	(\$217,529)	(\$205,344)	5.60%

Equity:

Natural Resources Committee**AGENDA INFORMATION SHEET**

AGENDA DATE:	April 6, 2023
DEPARTMENT:	Register of Deeds
DIRECTOR:	Ron Voigt
PREPARER:	Ron Voigt

Agenda Summary Register of Deeds Reports

ATTACHMENTS:

- March Department Report (PDF)
- ROD (PDF)
- Land Information (PDF)
- GIS Update Mar 2023 (PDF)

NATURAL RESOURCES COMMITTEE



Register of Deeds Land Information

March 2023 Department Report

Register of Deeds Office: We recorded 689 documents in February, compared to 1205 the year before. 69.82% of the documents this month were recorded as a digital record and for the year is was 72.43. We had a profit of \$19,523 for February and \$33,763.

Land Information Office: This office ran a profit of \$1,734 for February and for the year \$6,728. And also see attached report.

Ozaukee County Committee Report

General Fund Register of Deeds

For the Two Months Ending Tuesday, February 28, 2023

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	\$49,517	\$114,407	\$1,000,000	\$885,593	11.44%
Total Revenues	\$49,517	\$114,407	\$1,000,000	\$885,593	11.44%
Expenditures					
Salaries	\$18,939	\$29,904	\$214,668	\$184,764	13.93%
Fringe Benefits	\$8,018	\$20,248	\$81,814	\$61,566	24.75%
Travel/Training	-	\$125	\$2,400	\$2,275	5.21%
Supplies	\$213	\$356	\$1,125	\$769	31.64%
Purchased Services	\$2,766	\$29,773	\$103,125	\$73,352	28.87%
Interdepartment Charges	\$58	\$238	\$36,437	\$36,199	0.65%
Total Operating Expenditures	\$29,994	\$80,644	\$439,569	\$358,925	18.35%
Capital Outlay					
Total Expenditures	\$29,994	\$80,644	\$439,569	\$358,925	18.35%
Net Increase (Decrease)	\$19,523	\$33,763	\$560,431	\$526,668	6.02%

Equity:

Attachment: ROD (Register of Deeds/Land Info Monthly Department Report)

Ozaukee County Committee Report

Special Revenue Fund Land Information

For the Two Months Ending Tuesday, February 28, 2023

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	\$2,394	\$4,787	\$28,722	\$23,935	16.67%
Intergovernmental Revenues	-	-	\$52,200	\$52,200	0.00%
Public Charges for Services	\$6,698	\$14,180	\$146,706	\$132,526	9.67%
Total Revenues	\$9,092	\$18,967	\$227,628	\$208,661	8.33%
Expenditures					
Salaries	\$4,707	\$7,061	\$115,872	\$108,811	6.09%
Fringe Benefits	\$1,614	\$3,745	\$47,135	\$43,390	7.95%
Travel/Training	\$530	\$885	\$9,000	\$8,115	9.83%
Supplies	-	-	\$15,400	\$15,400	0.00%
Purchased Services	\$507	\$548	\$35,000	\$34,452	1.57%
Interdepartment Charges	-	-	\$4,684	\$4,684	0.00%
Other Expenses	-	-	\$537	\$537	0.00%
Total Operating Expenditures	\$7,358	\$12,239	\$227,628	\$215,389	5.38%
Capital Outlay					
Total Expenditures	\$7,358	\$12,239	\$227,628	\$215,389	5.38%
Net Increase (Decrease)	\$1,734	\$6,728	-	(\$6,728)	0.00%

Equity:

Attachment: Land Information (Register of Deeds/Land Info Monthly Department Report)

GIS Update

Ozaukee County Land Information Office – Mar. 2023

The Land Information Office continues to provide accurate and up-to-date geospatial data and land records for Ozaukee County.

WLIA Annual Conference



The WLIA conference was held Feb 22-24 in Wisconsin Dells. It's always a good time to collaborate with the other counties on current projects, meet with vendors and get updates from various state agencies.

Some sessions included: Asset management, Enterprise geodatabase best practices, NG-911 Address & Centerline standards, Web maps & apps, Software upgrades, Aerial Imagery and more.

Orthophotography

We are in the process of creating a mosaic of the 2022 Orthoimagery. The digital files are 3-inch, color resolution. The mosaic will be published to our Arc GIS Online account and base map gallery. The new base map will be added to all of our GIS applications.

Historical Orthoimagery (1941-2020) will soon be available for download on our geo-Hub in .tiff and/or MrSID formats.

This project will be paid for with WLIP grant funds.

Data portal soon available on our geoHUB

This office receives numerous data requests. Rather than exporting the data to clients each time, we will soon have the option that will allow the public to download the most common datasets from our geoHUB at their convenience.

Parcels, Address Points and Road Centerlines will soon be available as shape files or geodatabases, allowing the public to download the data at no cost.

Users will also be able to use these layers as rest services in their respective applications, assuring they have the most current data.

This project will be paid for with WLIP grant funds.

Check out our Ozaukee geoHUB [here!](#)



The Land Information office is always available to assist municipalities, other county departments and the public with maps, special applications and datasets as requested.

If you have any questions, please feel free to contact our office at 262-284-8167.

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: April 6, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Revised Ozaukee Washington Land Trust Conservation Easement for Clay Bluffs Cedar Gorge Nature Preserve

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 to be 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 revised draft conservation easement for the Nature Preserve, which has been reviewed and edited by Department staff and Ozaukee County Corporation Counsel. This conservation easement is somewhat similar to an existing conservation easement held by OWLT for Lion's Den Gorge Nature Preserve (County Park). The Natural Resources Committee initially reviewed the OWLT draft conservation easement at their February 2, 2023 meeting (following several reviews and edits by Department staff and Corporation Counsel) and postponed approval of the actual conservation easement until specific NRC recommended changes were addressed. Department staff subsequently shared these edits with OWLT for their review in mid-February. The NRC revised draft conservation easement was then reviewed by the NRC at their March 2, 2023 meeting prior to any additional comments from the OWLT. Subsequently, the OWLT commented further on the NRC revised draft conservation easement. The Department and Corporation Council have reviewed OWLT's review comments and additions including the reintroduction of a revised Minimal Protection Area. The attached draft conservation easement has been revised (track changes on the NRC approved version) for consideration and includes the February 2, 2023 NRC meeting's requested changes, as well as OWLT's edits in response. The associated resolution for the draft

conservation easement was considered at the February 2, 2023 NRC meeting, as amended by the Natural Resources Committee with the recommended changes to the easement, to be held by the Ozaukee Washington Land Trust, for Clay Bluffs Cedar Gorge Nature Preserve in the Ozaukee County Park System and was approved unanimously. This resolution will move forward to the County Board for final action upon approval of the actual conservation easement. 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:

- CBCGNP OWLT
easement_2.24.2023FinalDraft_3.28OWLTRrevision_P&PEdits3.29.23 (PDF)

NATURAL RESOURCES COMMITTEE

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TABLE OF CONTENTS

GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS OZAUKEE-WASHINGTON LAND TRUST

BACKGROUND, RECITALS.....	1	ARTICLE 3. HIGHEST PROTECTION AREA	7
A. Protected Property	1	3.01 Improvements	7
B. Conservation Values	1	(a) Existing Improvements	
C. Baseline Documentation	3	(b) Existing Servitudes	
D. Qualified Non-Profit Organization.....	3	(c) Additional Improvements	
E. Conservation Intent	4	3.02 Activities and Uses.	8
F. Defined Terms.....	4	(a) Existing Servitudes	
ARTICLE 1. GRANT TO EASEMENT HOLDER.....	4	(b) Resource Management and Disturbance	
1.01 Purposes, Conservation Objectives	4	(c) Outdoor Recreation and Education	
(a) Preserve Conservation Values		(d) Forestry Plan	
(b) Prevent Inconsistent Use		ARTICLE 4. STANDARD PROTECTION AREA	9
(c) Prevent Inconsistent Development.		ARTICLE 5. MINIMAL PROTECTION AREA	9
(a) Highest Protection Area.		There is no Minimal Protection Area within the Protected Property.	9
(b) Standard Protection Area.		ARTICLE 6. RIGHTS AND DUTIES OF HOLDER	10
(c) Minimal Protection Area . There is no Minimal Protection Area within the Protected Property.		6.01 Easement Holder Covenants.....	10
1.03 Landowner's Reserved Rights.....	5	(a) Must be Qualified Organization	
1.04 Mineral Interests.	5	(b) Proceeds Used for Conservation Purposes	
ARTICLE 2. TRANSFER - SUBDIVISION.5		6.02 Rights of Easement Holder.....	10
2.01 Prohibitions.	6	(a) Enforcement	
(a) Transfer of Portion of Protected Property		(b) Inspection	
(b) Subdivision		(c) Review	
(c) Transfer of Density		(d) Interpretation	
(d) Transfer of Rights		6.03 Other Rights of Easement Holder.....	11
2.02 Permitted Changes	6	(a) Annual Meeting	
(a) Lots within Protected Property		(b) Habitat & Wildlife Monitoring	
(b) Transfer of Rights of Possession or Use		(d) Amendment	
(c) Property Boundary Adjustments		(e) Conservation Easement Assignment, Transfer	
2.03 Requirements.	6	(f) Adverse Possession	
(a) Establishment of Lots; Allocations		(g) Boundary Lines	
(b) Amendment		(h) Signs	
(c) Notice, Subsequent Landowners.		(i) Proceedings	
(d) Instrument to Reference Grant		(j) Right to Report	
(e) Ending Continuing Liability			
(f) Updated Baseline Documentation.			
(g) Validity of Grant Preserved.			

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6.04	Review.	12
(a)	Notice to Easement Holder	
(b)	Notice to Landowner	
(c)	Failure to Notify	
(d)	Standard of Review	
6.05	Costs and Expenses.	13

(b)	Control	
(c)	Permits	
(d)	Taxes	
(e)	Boundary Lines	
8.02	Landowner Representation and Warranties.	18

Deleted: 12

ARTICLE 7. VIOLATION; TERMINATION, REMEDIES

7.01	Violation.	13
(a)	Notice	
(b)	Opportunity to Cure	
(c)	Imminent Harm	
7.02	Remedies.	13

(a)	Right to Convey	
(b)	No Unrecorded Liens	
(c)	Liens Subordinated	
(d)	Compliance with Law	
(e)	No Litigation	
(f)	No Hazardous Materials	
(g)	Storage Tanks	
(h)	Condition of Property	
(i)	Knowing and Voluntary Grant	

Deleted: 12

Deleted: 12

(a)	Injunctive Relief	
(b)	Civil Action	

8.03	No Representation of Tax Benefits.	19
8.04	Indemnity, Hold Harmless.	19

7.03	Dispute Resolution.	14
(a)	Open Dialog.	
(b)	Alternative Dispute Resolution.	

ARTICLE 9. MISCELLANEOUS. 20

7.04	Modification and Termination (Extinguishment) and Eminent Domain (Condemnation)	15
(a)	Extinguishment	
(b)	Condemnation or Deed in Lieu of Condemnation.	
(c)	Damages.	
(d)	Change in Economic Condition	
(e)	Adverse Possession	

9.01	Notices.	20
(a)	Requirements	
(b)	Address for Notices	
9.02	Governing Law.	20
9.03	Burdens; Benefits.	20

Deleted: 13

Deleted: 19

Deleted: 19

Deleted: 14

7.05	Remedies Cumulative.	16
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7.06	Waivers.	17
(a)	No Waiver	
(b)	No Material Effect	
(c)	Waiver of Certain Defenses	

(a)	Grant to Run with the Land; Binding on All Landowners	
(b)	Rights Exclusive to Easement Holder	
9.04	Conservation Easement to Survive Merger	21
9.05	Public Access.	21
9.06	Documentation Requirements.	21

Deleted: 20

Deleted: 20

Deleted: 16

Deleted: 20

7.07	No Fault of Landowner, Force Majeure	17
7.08	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.	17

(a)	Multiple Lots	
(b)	Single Lot	
(a)	Between Easement Holder and Landowner	
(b)	Between Easement Holder and Assignee	
9.07	Severability.	21
9.08	Counterparts.	21
9.09	Recording, Re-recording.	21
9.010	Guides to Interpretation.	21

Deleted: 16

ARTICLE 8. LANDOWNER RESPONSIBILITIES, REPRESENTATIONS. 18

8.01	Landowner Responsibilities, Costs, and Liabilities.	18
(a)	Operation, Upkeep and Maintenance	

Deleted: 17

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9.011 Entire Agreement22

9.012 Incorporation by Reference.....22

9.013 Jurisdiction; Venue.....22

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ARTICLE 10. GLOSSARY, OTHER
DEFINED TERMS.....22

Attachment: CBCGNP OWLT easement_2.24.2023FinalDraft_3.28OWLTRevision_P&PEdits3.29.23

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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 OZAUKEE COUNTY, a Wisconsin quasi-municipal corporation (the “undersigned Landowner” whether one or more), and THE OZAUKEE 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-four and one tenths (134.1)~~ 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 ~~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 the Ozaukee Interurban Trail, one of the fastest growing recreational trails in the state. 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, ~~(a county park.)~~ 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

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opportunities including; 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; access to 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 biological health and restorative quality of its soils to support healthy and vigorous native plant communities.

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(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 to 110 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. 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.

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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 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 D.

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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,

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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 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 State and County Governmental Policy noted in section B (iii) of the Recitals.

1.02 Easement Areas.

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

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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 128.04-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 ~~to~~ and viewing ~~of~~ 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.** ~~Conservation Objectives for this area are intended to accommodate 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 to provide for bicycle parking associated with the planned bike trail along Lake Shore Road, and for maintenance and emergency and other 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 to accommodate county park-supporting facilities (e.g. parking lot, park road, visitor pavilion, public restrooms etc.)~~

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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. 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.

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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 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.
- (c) **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.**

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- (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 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.
 - (2) Signs, including Regulatory Signs.
 - (3) Bird and bat houses and similar habitat enhancement devices.

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- (4) Trails, provided that they: (i) do not exceed eight (8) feet in width with the exception of the ~~trail~~ **labeled “Planned Multi-Use Trail (Paved)” in the Master Plan defined in this Article 3;** (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 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, observation platforms and towers, kiosks, 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.

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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 Invasive Species; 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, ~~and~~ 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.

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- (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.

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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.

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(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 within the Protected Property.

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(2) Improvements in the Master Plan.**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) 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) Permitted in Master Plan. Activities and uses in the Master Plan are permitted.

(c) 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.

(d) 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 and does not otherwise adversely affect the Conservation Objectives.

(e) 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 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.

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- (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 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.

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- (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. 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. 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.

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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 sixty (60) 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 sixty (60) 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 sixty (60) 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.

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(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 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:

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- (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 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.

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- (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 and/or third arbitrator. 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 Deed in Lieu of Condemnation.** 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, whether by public, corporate, or other authority, so as to terminate this Grant, in whole or in part, the Landowner 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 Landowner 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 Landowner proportionally to their respective direct capital costs of acquisition of the Protected Property; (iv) the proceeds shall then be paid to Easement Holder and the Landowner proportionally to their 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 Landowner); and (v) any excess shall be disbursed as provided below.

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The Landowner and Easement Holder agree that any funds to be disbursed subject to 7.04 (b)(v) 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), below.

- (c) **Damages.** Easement Holder is entitled to collect, from the Person seeking the modification or termination, 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 costs incurred by the Easement Holder for stewardship activities and 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. Contrary provisions of this sub (c) notwithstanding, Easement Holder agrees that if the Person seeking modification or termination is not Ozaukee County, and provided that Ozaukee County is Landowner, then proceeds recovered shall be split between the Easement Holder and Ozaukee County (as Landowner) as detailed in sub (b) above.
- (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.

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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 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 relinquishes any right or claim against Easement Holder for any and all 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.
- (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.

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.

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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 at Landowner's sole expense, including, if agreed upon in writing by both parties, 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 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 lien or other subsequently incurred interest in the Protected Property.

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- (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 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) 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 Landowner; (c) the Landowner's violation, or other failure to comply with, any state, federal or local law, regulation, including without limitation, CERCLA, , 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, except to the extent caused by any of the Indemnified

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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; (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 ~~Planning and~~ Parks Director,
Ozaukee County Planning and Parks Department
121 W. Main Street, P.O. Box 994
Port Washington, WI 53074
Attn: Director

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If to Easement Holder: The Ozaukee Washington Land Trust, Inc.
~~PO Box 917~~
West Bend, WI 53095
Attn: Executive Director

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- (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.

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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.

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.

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(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.

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“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.

“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 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.

“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, <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.

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“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 to control access to the Protected Property or for informational, directional, or interpretive purposes.

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“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.

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“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. 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.

“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]

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TO HAVE AND TO HOLD the above-described Grant together with all and singular the appurtenances and privileges belonging thereto or in any way appertaining, either in law or in equity, either in possession or expectancy, for the proper use, benefit, and behalf of Easement Holder, its successors and assigns, forever.

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LANDOWNER:
OZAUKEE COUNTY, A WISCONSIN MUNICIPAL
CORPORATION

Full name	
Title	

Full name	
Title	

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Deleted: 2022

(_____)
Notary Public, Wisconsin

My Commission: _____

[NOTARY SEAL]

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ACCEPTANCE

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EASEMENT HOLDER:
THE OZAUKEE WASHINGTON LAND TRUST, INC

Name _____

Title

[illegible]

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(
Notary Public, Wisconsin

My Commission: _____

[NOTARY SEAL

This document was drafted by:

Attorney Collin F. Schaefer
Ogden Glazer + Schaefer
W62N248 Washington Avenue | Suite B204
Cedarburg, WI 53012

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: April 6, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a Fund for Lake Michigan Grant for Groundwater Investigation and Stormwater Wetland Improvements at Virmond County Park

BACKGROUND INFORMATION: The Ozaukee County - Planning and Parks Department (Department) was awarded a grant from the Fund For Lake Michigan (FFLM) 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 properties to the north have 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. FFLM and matching funding (including an award from WCMP) 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.

ANALYSIS: The total grant award is \$134,000. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of the FFLM grant application at its October 4, 2022 (Ayes: Holyoke, Jobs, Ross, Matera, Schoessow).

No formal match is required, though the Department is providing a secured Brookby Foundation grant (\$3,000), an awarded WCMP grant (\$96,000), a pending Wisconsin Department of Natural Resources (WDNR) County Conservation Aids (CCA) grant (\$2,500), an awarded Wisconsin Energies Foundation (WEF) grant (\$2,500), the 2023 Parks Division Virmond County Park contractual budget (\$9,000) and in-kind County staff time, travel and supplies (\$500) for a total project cost of approximately \$247,500. There have been no changes to the project or budget since grant submittal.

FISCAL IMPACT:

Balance Current Year: \$9,500 (Additional Program Revenue \$134,000)

Next Year's Estimated Cost: NONE

FUNDING SOURCE:

County Levy: X

Non-County Levy: X

Indicate source: FFLM, Brookby Foundation, WCMP, WDNR CCA and WEF grants and in-kind Parks contractual budget and in-kind County staff time, travel and supplies

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the Fund for Lake Michigan grant for groundwater investigation and stormwater wetland restoration at Virmond County Park.

ATTACHMENTS:

- BA_2023_NRC04062023_FFLM_VirmondStormwaterWetland_BA_ATSFinal033023 (PDF)
- P&P_Dept_Virmond_ProposedWetlandExpansionMap (PDF)

NATURAL RESOURCES COMMITTEE



Budget Amendment Request Committee Approval Form

9.a.2.a

TO: **Finance Committee**

FROM: **Planning and Parks Department**

Department Name

Date of Request: **3/24/2023**

Resolution No: _____

Period Transfer Recorded: _____

Type of Budget Amendment (check one)

Increase of Revenue: **X**

Fund Transfer: _____

Supplemental Appropriations: _____

Debit / Expense			Credit / Revenue		
Acct #	222-1-01-51101-000	\$ 30,002	A/C #	222-1-01-45901-000	\$ 134,000
	<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	Regular Salaries and Wages		Cost Ctr & A/C Desc	Private Foundations - FFLM Virmond Stormwater Wetland	
Acct #	222-1-01-52202-000	\$ 598	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	Travel		Cost Ctr & A/C Desc		
Acct #	222-1-01-53601-000	\$ 20,000	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	Other Material Supplies		Cost Ctr & A/C Desc		
Acct #	222-1-01-54106-000	\$ 15,000	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	Professional Services		Cost Ctr & A/C Desc		
Acct #	222-1-01-55103-000	\$ 68,400	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	Highway - Grounds Maintenance / Construction		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:		134,000	Total Credits:		134,000

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

This is an increase in revenue for a grant received (Project #222-0007-00012) from the Fund For Lake Michigan to assist with stormwater wetland improvements at Virmond County Park. This increase in revenue is for: 1) Regular Salaries and Wages; 2) Other Material Supplies; 3) Travel; 4) Professional Services (design and engineering, groundwater investigation), and; 5) Highway Grounds Maintenance/Construction.

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. 61

Attachment: BA_2023_NRC04062023_FFLM_VirmondStormwaterWetland_BA_ATSFinal033023

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: April 6, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a Southeastern Wisconsin Invasive Species Consortium, Inc. Grant for Invasive Species Management at Covered Bridge County

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) was awarded a grant from the Southeastern Wisconsin Invasive Species Consortium, Inc. (SEWISC) Assistance Program to improve the local ecology within Covered Bridge County Park by controlling and managing invasive vegetation. Specifically, this grant will support contracting with conservation corps teams (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 Covered Bridge County Park in 2023.

ANALYSIS: The total grant award is \$2,000. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of the SEWISC grant application at its January 5, 2023 meeting (Ayes: Holyoke, Jobs, Matera, Schoessow; Absent: Ross). 25% of the total project budget is required as match and will be provided by a secured National Fish and Wildlife Sustain our Great Lakes (NFWF SOGL) grant (\$7,175) and in-kind Department equipment use (\$1,000) for a total project cost of \$10,175.

FISCAL IMPACT:

Balance Current Year: NONE (Additional Revenue \$2,000)

Next Year's Cost: NONE

FUNDING SOURCE:

County Levy _____ Non-County Levy X _____ Indicate source: SEWISC Grant, NFWF SOGL Grant and In-kind Department equipment use.

RECOMMENDATION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the Southeastern Wisconsin Invasive Species Consortium, Inc. Assistance Program grant for invasive species management in Covered Bridge County Park.

ATTACHMENTS:

- BA_2023_NRC04062023_SEWISC_CoveredBridge_BA_ATSFinal033023_Rev_3.31.23 (PDF)
- P&P_Dept_Covered Bridge_Invasive Species Mgmt_Map (PDF)

NATURAL RESOURCES COMMITTEE



Budget Amendment Request Committee Approval Form

9.a.3.a

TO: **Finance Committee**

FROM: **Planning and Parks Department**
Department Name

Date of Request: **3/20/2023**

Resolution No: _____

Period Transfer Recorded: _____

Type of Budget Amendment (check one)

Increase of Revenue: **X**

Fund Transfer: _____

Supplemental Appropriations: _____

Debit / Expense			Credit / Revenue		
Acct #	221-1-01-54533-000	\$ 2,000	A/C #	221-1-01-45901-000	\$ 2,000
		/ -			/ -
	<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	Private Foundations - SEWISC Covered Bridge Invasives	
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		
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		
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:		2,000	Total Credits:		2,000

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

This is an increase in revenue for a grant received (Project #221-0004-00031) from the Southeastern Wisconsin Invasive Species Consortium, Inc. (SEWISC) to support invasive species management in Covered Bridge County Park. This increase in revenue is for: 1) Contracted Outside Employment (e.g., 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

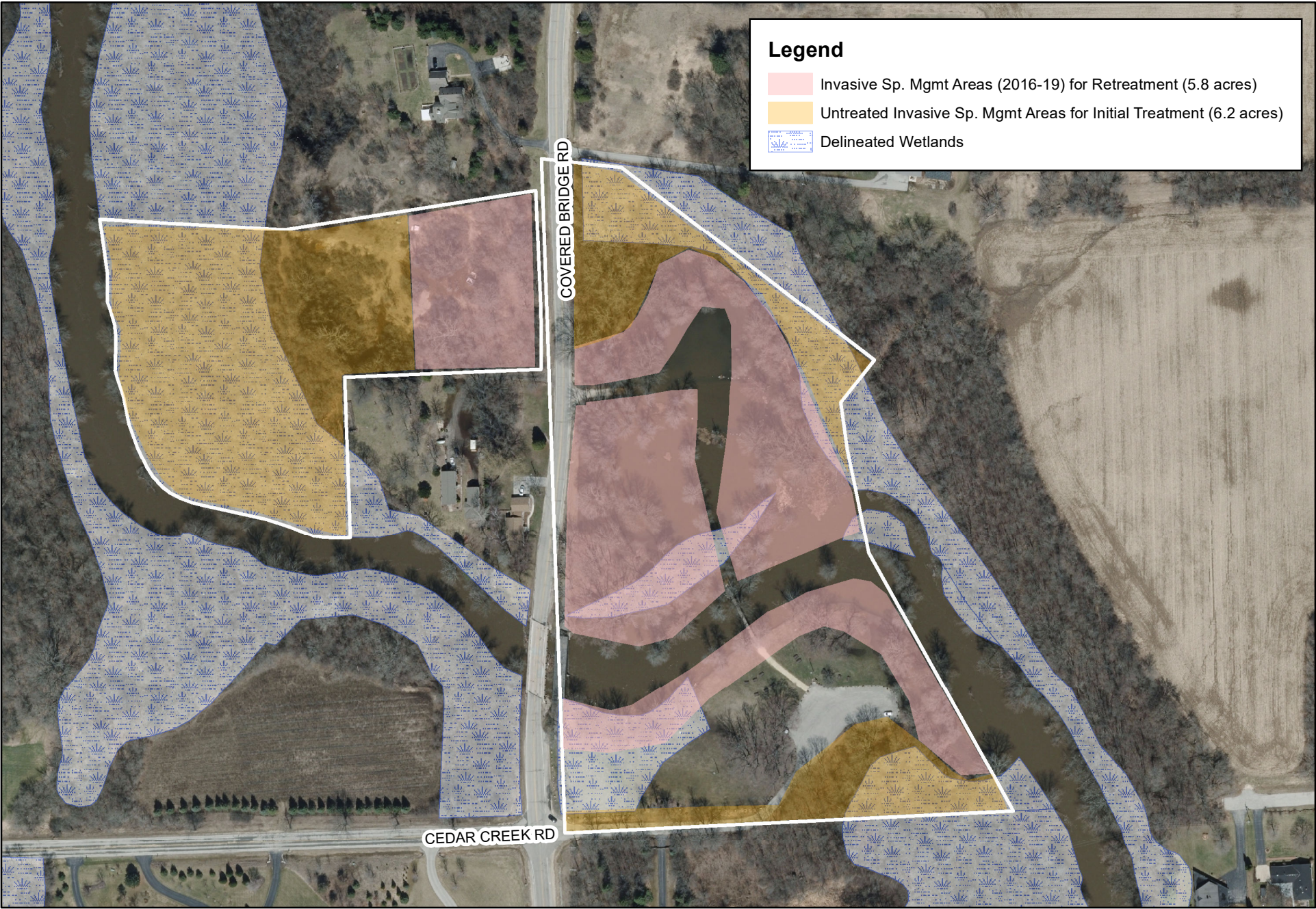
Date Amended:

Budget Amended By:

Packet Pg. 65

Attachment: BA_2023_NRC04062023_SEWISC_CoveredBridge_BA_ATSFinal033023_Rev_3.31.23

Covered Bridge County Park



Attachment: P&P_Dept_Covered Bridge_Invasive Species Mgmt_Map



Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: April 6, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Increase of Revenue Budget Amendment for a Natural Resources Foundation of Wisconsin Quiet Trails Grant for Trail Development at Mee-Kwon County Park

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) was awarded a grant application from the Natural Resources Foundation (NRF) Norma and Stanley DeBoer Quiet Trails Fund grant program to fund County activities for walking/hiking trail development in the southern portion of Mee-Kwon County Park (see attached map). The Department is completing master planning for Mee-Kwon County Park in conjunction with ongoing trail system improvements including past development of trails and boardwalks near Mule Hill and Mee-Kwon Creek, trails and a pedestrian bridge in the woodland natural area, and a recently constructed trail by an Eagle Scout volunteer along the Fromm Food's property line and stormwater wetlands near the Golf Course parking lot to connect the western and southern portions of the Park. The southern portion of the park is undeveloped and there is significant interest in improving public access throughout this area. The Department is also completing a wetland restoration project in this area, and there is a need formalize the trail system and manage existing informal social trails to avoid impact to sensitive ecological features and newly restored areas. NRF and matching funding will support design and construction of trails with small boardwalks in the southern acreage of Mee-Kwon County Park. The Department will hire a conservation corps team (e.g. Milwaukee Community Service Corps, WisCorps, AmeriCorps NCCC or GLCCC) to assist with trail development and construction activities in coordination with Department staff.

ANALYSIS: The total grant award is \$1,000. The Ozaukee County Natural Resources Committee unanimously approved the submittal and acceptance of the NRF grant application at its March 2, 2023 meeting (Ayes: Holyoke, Jobs, Ross; Absent: Matera, Schoessow). No formal match is required, though the Department will leverage in-kind Department contractual, staff time, equipment, materials and supplies (\$8,250) for a total project cost of \$9,250.

FISCAL IMPACT:

Balance Current Year: In-kind Department contractual, staff time, equipment, materials and supplies (Additional Program Revenue - \$1,000)

Next Year's Estimated Cost: NONE

FUNDING SOURCE:

County Levy: X

Non-County Levy: X

Indicate source: NRF Norma and Stanley DeBoer Quiet Trails Fund grant and in-kind County contractual, staff time, equipment, materials and supplies.

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the Natural Resources Foundation Norma and Stanley DeBoer Quiet Trails Fund grant program for trail development at Mee-Kwon County Park.

ATTACHMENTS:

- BA_2023_NRC04062023_NRFQuietTrails_MeeKwon_BA_ATSFinal033023 (PDF)
- P&P_Dept_MeeKwon_QuietTrailsGrant2.23.23 (PDF)

NATURAL RESOURCES COMMITTEE



Budget Amendment Request Committee Approval Form

9.a.4.a

TO: Finance Committee

FROM: Planning and Parks Department

Department Name

Date of Request: 3/21/2023

Resolution No: _____

Period Transfer Recorded: _____

Type of Budget Amendment (check one)

Increase of Revenue: **X**

Fund Transfer: _____

Supplemental Appropriations: _____

Debit / Expense			Credit / Revenue		
Acct #	221-1-01-54533-000	\$ 1,000	A/C #	221-01-01-45901-000	\$ 1,000
		/ -			/ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc	Contracted Outside Employment		Cost Ctr & A/C Desc	Private Foundations - NRF Quiet Trails MeeKwon	
Acct #		\$ -	A/C #		\$ -
		/ -			/ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #		\$ -	A/C #		\$ -
		/ -			/ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #		\$ -	A/C #		\$ -
		/ -			/ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #		\$ -	A/C #		\$ -
		/ -			/ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Acct #		\$ -	A/C #		\$ -
		/ -			/ -
	Pre-request Account's Budget	Changed To		Pre-request Account's Budget	Changed To
Cost Ctr & A/C Desc			Cost Ctr & A/C Desc		
Total Debits:		1,000	Total Credits:		1,000

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

This is an increase in revenue for a grant received (Project #221-0004-00030) from the Natural Resources Foundation Quiet Trails grant program to assist with trail development in Mee-Kwon County Park. This increase in revenue is for: 1) Contracted Outside Employment (e.g., 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:

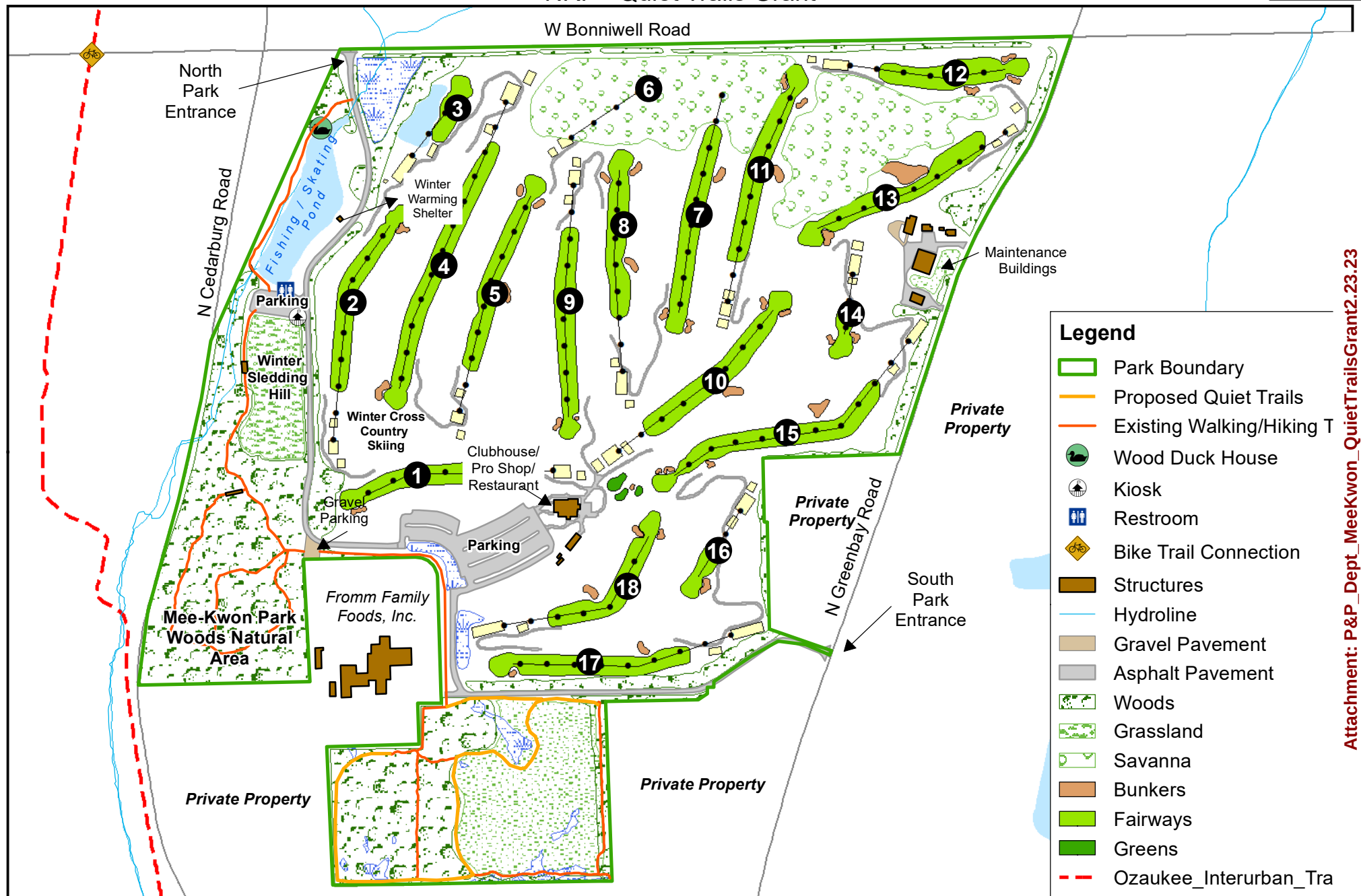
Budget Amended By:

Packet Pg. 69

Attachment: BA_2023_NRC04062023_NRFQuietTrails_MeeKwon_BA_ATSFinal033023

Mee-Kwon County Park NRF - Quiet Trails Grant

9.a.4.b



Attachment: P&P_Dept_MeeKwon_QuietTrailsGrant2.23.23

Map Produced By:
Ozaukee County Planning and Parks Department
2/23/2023

RESOLUTION NO. (ID # 9319)

APPLICATION AND ACCEPTANCE OF OUTDOOR RECREATION TRAIL AIDS -
COUNTY SNOWMOBILE TRAIL AIDS FUNDING THROUGH THE WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

WHEREAS, Ozaukee County, through the Planning and Parks Department, is interested in continuing to maintain, acquire, insure, and/or develop lands for public outdoor recreation purposes such as snowmobile trail use as described in the application; and

WHEREAS, said public snowmobile trails are eligible for funding under Section 23.09 (26) of the Wisconsin State Statutes through the Wisconsin Department of Natural Resources Outdoor Motorized Recreation Trail Aids - County Snowmobile Trail Aids Program and a grant agreement is requested to carry out the project; and

WHEREAS, the maintenance, acquisition, insurance, and development of lands for public snowmobile trail use is consistent with *A Park and Open Space Plan for Ozaukee County* and *A Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035*;

WHEREAS, the WDNR Outdoor Motorized Recreation Trail Aids - County Snowmobile Trail Aids Program will provide up to \$34,140 based on the currently approved snowmobile trail mileage.

NOW, THEREFORE, BE IT RESOLVED, by the Ozaukee County Board of Supervisors that the Ozaukee County Planning and Parks Department has budgeted a sum sufficient to fully and satisfactorily complete the project and the Planning and Parks Director is authorized on behalf of Ozaukee County to sign and submit a Wisconsin Department of Natural Resources Outdoor Recreation Trail Aids grant application under Section 23.09 (26) for financial assistance that may be available for such eligible maintenance costs, attests to the validity and veracity of the statements and representations contained in the grant application, sign a grant agreement between Ozaukee County and the WDNR, submit quarterly and/or final reports to the WDNR to satisfy the grant agreement, submit grant reimbursement requests to the WDNR along with necessary supporting documentation within 6 months of the project completion date, and sign and submit other required documentation and take necessary actions to initiate, direct, and complete the approved project within the provided funding timeline.

BE IT FURTHER RESOLVED that Ozaukee County will comply state and federal rules for the programs; may perform force account work; will maintain the completed project in an attractive, inviting and safe manner; will keep the project open to the general public during reasonable hours consistent with the type of facility; and will obtain from the State of Wisconsin Department of Natural Resources approval in writing before any change is made in the use of the project site.

BE IT FURTHER RESOLVED, by the Ozaukee County Board of Supervisors that the County Clerk shall forward a copy of this resolution to the Wisconsin Department of Natural Resources.

Dated at Port Washington, Wisconsin, this 3rd day of May 2023.

SUMMARY: Submittal and acceptance of a Wisconsin Department of Natural Resources Outdoor Motorized Recreation Trail Aids - County Snowmobile Trail Aids Program grant for

2023-2024 trail maintenance funding.

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	April 6, 2023
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Andrew Struck

Agenda Summary Application And Acceptance of Outdoor Recreation Trail Aids - County Snowmobile Trail Aids Funding Through The Wisconsin Department Of Natural Resources

BACKGROUND INFORMATION: Ozaukee County, in conjunction with the Ozaukee County Snowmobile Clubs, proposes to submit an application for funding through Wisconsin Department of Natural Resources (WDNR) Outdoor Motorized Recreation Trail Aids program for snowmobile trail maintenance funds. Each year the Ozaukee County Planning and Parks Department applies to the WDNR to fund the operation and maintenance of the Ozaukee County snowmobile trails through the various snowmobile trail clubs in the County. The County serves as the administrator of the grant funds and provides reimbursement to each of the Ozaukee County snowmobile clubs for eligible maintenance activities for their snowmobile trails (per mileage). The Ozaukee County Planning and Parks Department may receive funds for administering the grant after the Snowmobile Clubs have been reimbursed and is responsible for filing reimbursements with the WDNR. These grant proposals are consistent and complementary with past Trail Aids collaborative applications.

ANALYSIS: The Planning and Parks Department has applied for and received WDNR grant funding for snowmobile trail maintenance in several past years. The trail maintenance grant funds are based on the amount of WDNR approved snowmobile trail miles maintained by the snowmobile clubs in the County. The funding request for trail maintenance is \$34,140, based on the current approved mileage (113.8 miles). The County provides in-kind management, administration and distribution of the trail maintenance funds. Actual expenses for the snowmobile trail maintenance grant is equal to the revenue in a given snowmobile season. The County is eligible for a pre-payment on 50% of the reimbursable grant. See also the attached required resolution for application and acceptance of Outdoor Recreation Aids from the WDNR.

FISCAL IMPACT:

Balance Current Year: NONE (\$17,070 in revenue and in-kind staff time)

Next Year's Estimated Cost: NONE (\$17,070 in revenue and in-kind staff time)

FUNDING SOURCE:

County Levy:

Non-County Levy: X

Indicate source: WDNR Outdoor Motorized Recreation Trail Aids Funding - Snowmobile Trail Aid and In-kind staff time

RECOMMENDED MOTION: Approve and recommend the submittal and acceptance of a grant under the WDNR Outdoor Motorized Recreation Trail Aids grant funding program for the 2023-2024 Snowmobile Trail Maintenance funding and recommend to the Ozaukee County Board of Supervisors the resolution for the application and acceptance of Outdoor Recreational Trail funds through the WDNR.

ATTACHMENTS:

- Grant Application Summary_04062023_WDNR Snowmobile Maintenance Aids_ATSFinal033023 (PDF)
- P&P_Dept_Ozaukee Snowmobile Trail Map - 2023 (PDF)

GRANT APPLICATION SUMMARY**Project Name:** WDNR Snowmobile Trail Aids Maintenance Funding 2023-2024**Grant Name/Agency:** WDNR OMRT**CFDA/State ID:****Department:** Planning & Parks**Total Project Amount:** \$34,140**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. 511)
- POSP for Ozaukee County (P. 54, 55, 99, 247)

Project Scope and Expectations

- Operation and maintenance of Oz Co Snowmobile Trails
- County serves as grant funding administrator
- County provides reimbursement to each county Snowmobile Club
- Actual expenses equals the revenue in a given snowmobile season
- Staff may receive funds for administering the grant

Other Grants Supporting Project**Status****Amount**

- NA
- \$0
- \$0
- \$0
- \$0

Project Partners:

- Ozaukee County Snowmobile Clubs

Project Landowner Upon Completion:

- Ozaukee County

GRANT EXPENSE

Operational Expense	\$
Salaries/Fringe Benefits	\$600
Capital Expense	\$
Snowmobile Clubs	\$33,540
TOTAL	\$34,140
% PROJECT	98%

GRANT/PROJECT MATCH

Operational Match	\$
Salaries/Fringe Benefits	\$600
Other Grants	\$
TOTAL	\$600
% MATCH	2%

GRANT SUPPORTED STAFF

Positon	\$
TOTAL	

DEPARTMENT REVENUES

Department	\$
Salaries/Fringe Benefits	\$600
TOTAL	\$600

Project Risks:**Comments**

- County eligible for 50% pre-payment

Major Milestones**Date**

Initial payments to snowmobile clubs	Nov-23
Final payments to snowmobile clubs	Nov-24
Duration:	12 months
Extension:	NA

OZAUKEE COUNTY
Planning and Parks Department

121 Wisconsin Ave., 5th Fl.
Port Washington, WI 53074
Phone: (262) 284-8259
Fax: (262) 284-8259
Facebook: OZAUKEECOUNTYPLANNINGPARKS
Website: WWW.CO.OZAUKEE.WI.US/240/PLANNING-PARKS

PLANNING AND PARKS DEPARTMENT MISSION

To provide leadership and guidance for Ozauchee County residents and to support and encourage the development of a sustainable and improved quality of life in Ozauchee County. To provide leadership and guidance for Ozauchee County residents and to support and encourage the development of a sustainable and improved quality of life in Ozauchee County.

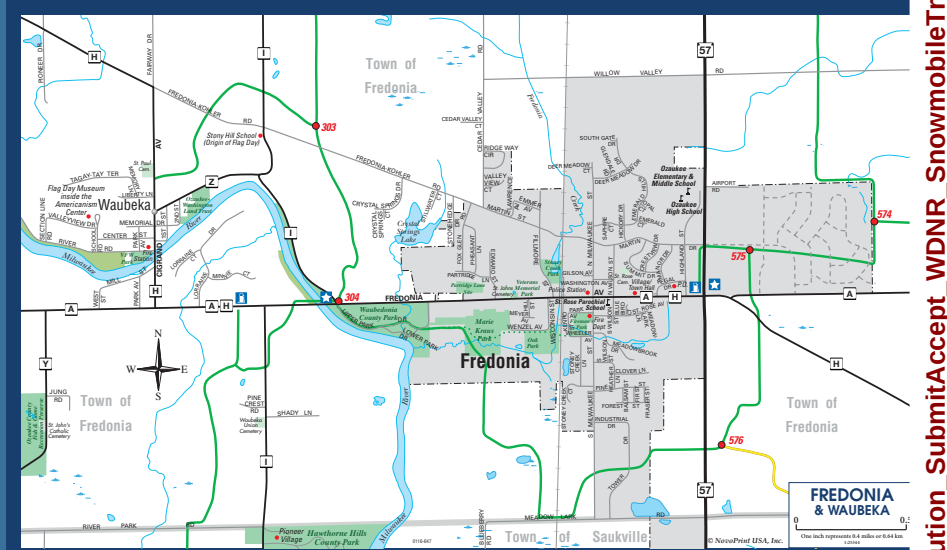
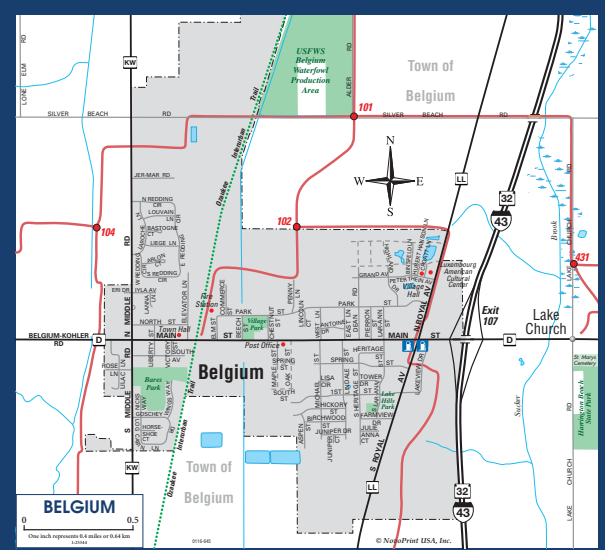
Our mission is to provide leadership and guidance for Ozauchee County residents and to support and encourage the development of a sustainable and improved quality of life in Ozauchee County. To provide leadership and guidance for Ozauchee County residents and to support and encourage the development of a sustainable and improved quality of life in Ozauchee County.



OZAUKEE COUNTY SNOWMOBILE CLUBS
24 HOUR SNOW PHONE
(262) 284-8259

9.a.5.b

Ozauchee County Snowmobile Trails are closed when the temperature is below freezing (32°F or 0°C) and the minimum snow depth on the trails is less than six to eight inches.



WISCONSIN SNOWMOBILE TRAIL

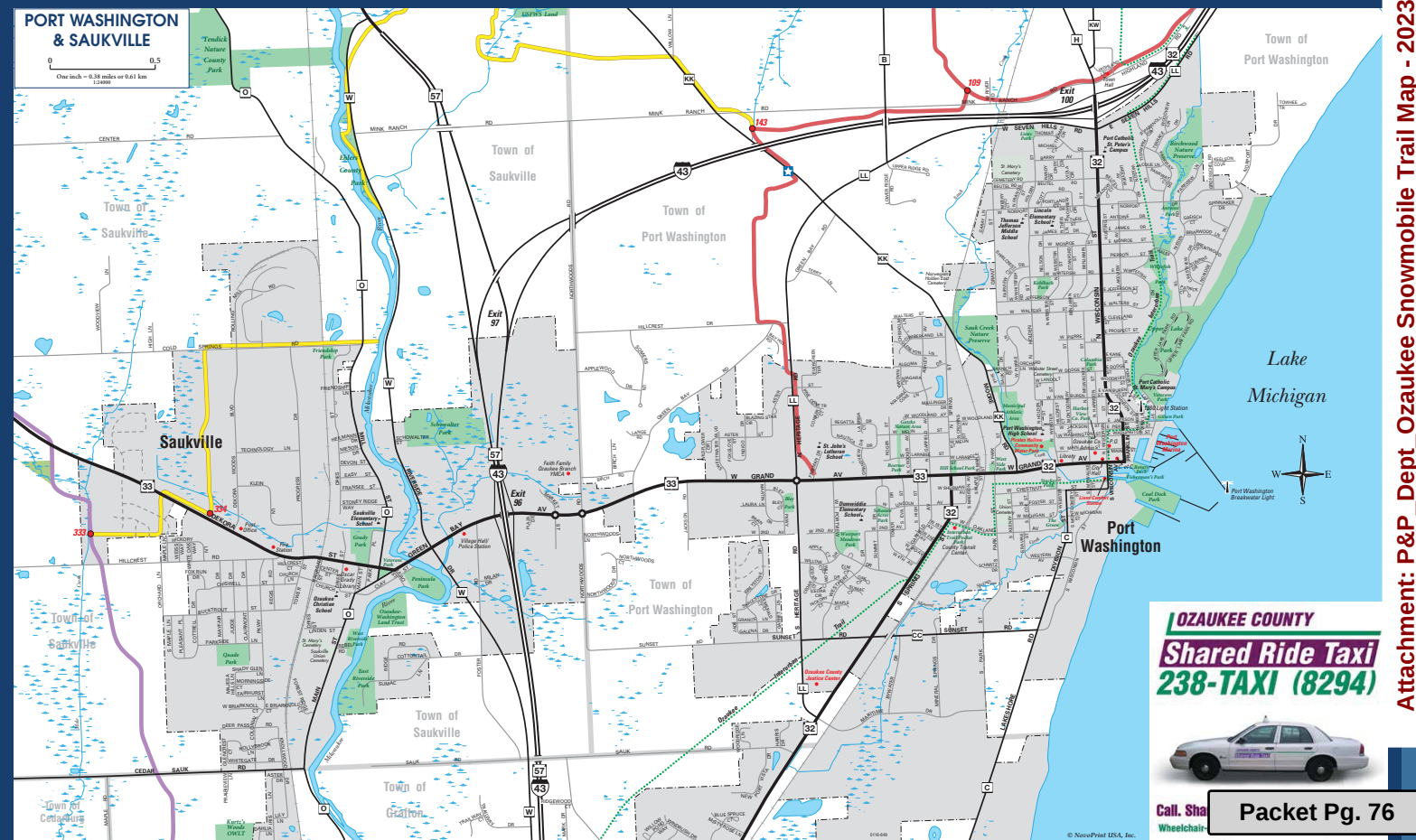
In cooperation with **WE Energies**

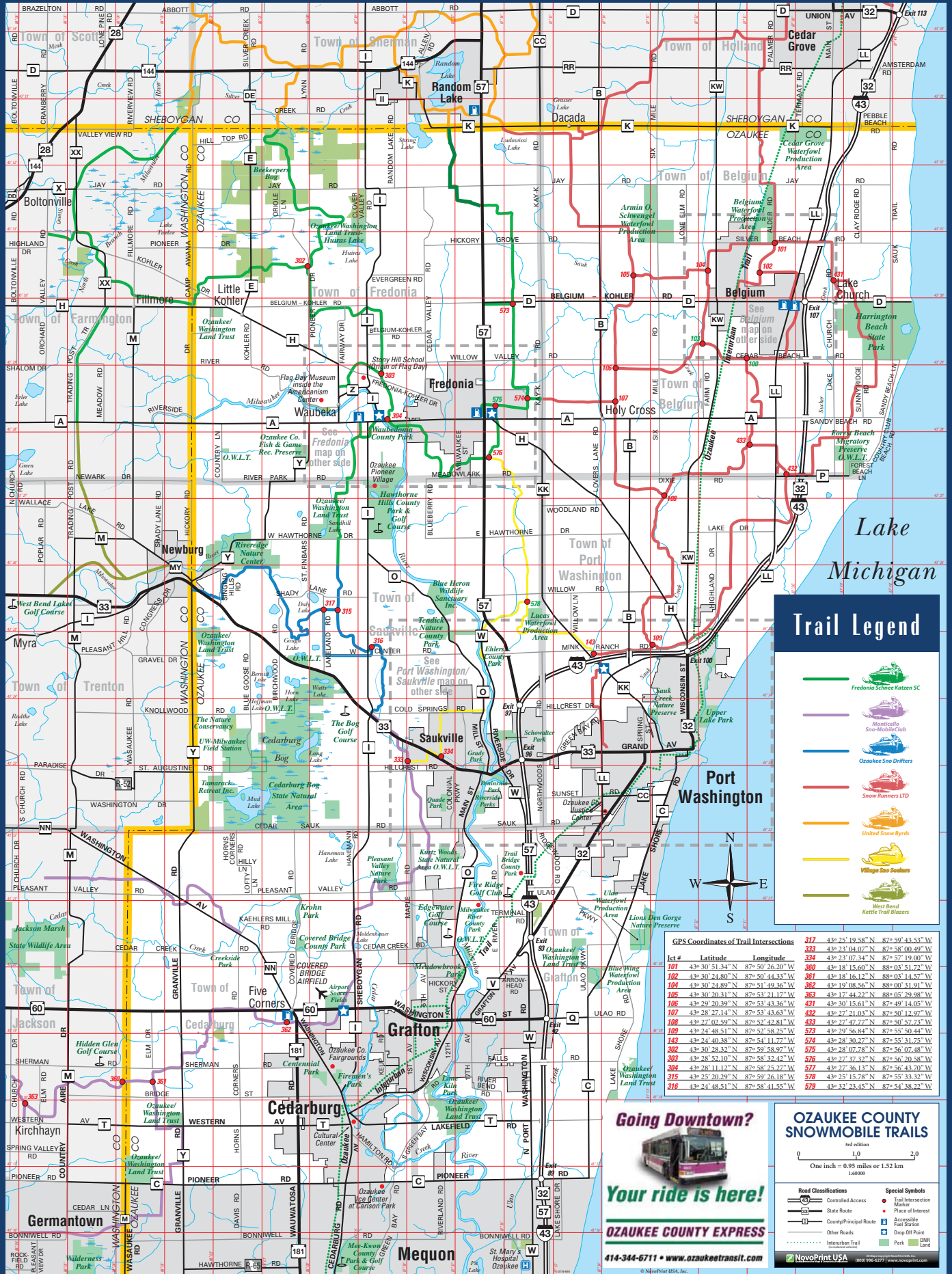
WARNING
SNOWMOBILES PROHIBITED
Not For Motorized Vehicles
www.interurbantrail.us

OZAUKEE COUNTY SNOWMOBILE CLUBS

FREDONIA SCHNEE KATZEN SC County Representatives: Sean Keller (262) 692-6273 Jeff Soss (262) 692-3241 www.schneekatzensc.com Meeting Location/Date/Time: Waubesa Firehouse / 3rd Wed. / 7:00 pm Dues: \$25.00 per family	MONTECELLO SNO-MOBILE CLUB County Representatives: Randy Koon (262) 707-9328 Jeff Kaul (414) 940-5890 www.montecellosnomobileclub.org Meeting Location/Date/Time: Waubesa Firehouse / 3rd Wed. / 7:00 pm Dues: \$40 non-working \$25.00 working	OZAUKEE SNO DRIVERS County Representatives: Jim Grogan (262) 366-1844 Doug Widmer (414) 217-0626 Meeting Location/Date/Time: Road House / 1st Wed. / 8:00 pm Belgium Legion Hall 1st Sun. / 7:00 pm Dues: \$30.00 per family	SNOW RUNNERS LTD County Representatives: Jeff St. Peter (414) 614-3217 Jeff Cloran (414) 828-5265 www.snowrunnersltd.net Meeting Location/Date/Time: Railroad Station / 2nd Thurs. / 7:30 pm Belgium Legion Hall 1st Sun. / 7:00 pm Dues: \$25.00 per family	VILLAGE SNO SEEKERS County Representatives: Bill Dickmann Jr. (262) 844-7169 John Franose (262) 483-3745 Meeting Location/Date/Time: Railroad Station / 2nd Thurs. / 7:30 pm Belgium Legion Hall 1st Sun. / 7:00 pm Dues: \$25.00 per family	ASSOCIATION OF WISCONSIN SNOWMOBILE CLUBS DeForest, WI (608) 846-5530 (608) 846-5534 fax www.awsc.org Date Published: January 2016	OZAUKEE COUNTY SNOWMOBILE ASSOCIATION COUNTY SNOW PHONE RECORDING ON TRAIL OPENINGS AND CLOSINGS: (262) 284-8259 PRESIDENT: Jeff Cloran (414) 828-5265 SECRETARY/TREASURER: John Franose (262) 254-2894 TRAIL COORDINATOR: Jeff St. Peter (414) 614-3217 AWSC DIRECTOR: Holly Hall (262) 692-9165 COUNTY REPRESENTATIVE: Jeff Soss (262) 692-3241 AREA 1 EAST OF HWY 57: John Franose (262) 254-2894 AREA 2 WEST OF HWY 57: Gene Goff (262) 689-3241 AREA 3 SOUTH OF HWY 33: Randy Koon (262) 692-3241
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County Association Snowmobile meetings: Railroad Station, 2nd Monday of the Month, 7:30 PM, September thru





Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: April 6, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Change Order for Construction Related Services for the new Hawthorne Hills County Park – Multipurpose Parks Maintenance Facility - Phase II

BACKGROUND INFORMATION: On April 7, 2022, the Ozaukee County Natural Resources Committee approved a contract with Absolute Construction Enterprises, Inc. for the base bid amount for the Multipurpose Parks Maintenance Facility (which excluded upper level construction) and Alternate #5 (metal roof construction). Construction is currently underway. The upper level public bathrooms, showers, kitchen area/health room and multipurpose area (Alternate bid items 1-3) were to be constructed as funding allowed (e.g. WDNR Stewardship Grant funding), with potential partial completion by Department staff. The Ozaukee County Planning and Parks Department (Department) was awarded a Wisconsin Department of Natural Resources (WDNR) Knowles-Nelson Stewardship Local Assistance grant in 2022 to construct the public bathrooms, showers, kitchen area/health room, multipurpose area and other public facilities in the upper level of the facility (Alternate bid items 1-3) and a paved parking lot and driveway area (Alternate 4). The budget amendments for this WDNR grant were approved by the Natural Resources Committee on September 8, 2022 and January 5, 2023.

ANALYSIS: Absolute Construction Enterprises, Inc. has provided the attached change order for Alternate bid items 1-3 for \$299,386. The original bid price for Alternate bid items 1-3 was \$325,000, and the change order amount was reduced (even after the timeframe percent increase) as some upper level construction items are being completed in-kind by Department staff. In addition, the WDNR Stewardship grant requires the paved parking lot area and driveway (e.g. ADA access), which is Alternate 4. However, the Department has received a cost estimate for the paved parking lot work from the Ozaukee County Highway Department ranging from \$26,906 to \$71,006 (Average \$48,956) depending upon the extent of paving required. In discussing the public ADA access with WDNR, staff is recommending to budget the average cost of the Highway Department range (\$48,956) to accomplish the required paving per the WDNR Stewardship Grant. Staff recommends awarding Alternate bids 1-3 (\$299,386) to Absolute Construction Enterprises and adding \$48,956 for Highway Department paving (for ADA access) and an approximate 20% contingency (\$69,668) to cover any potential additional associated expenses. So, the total not to exceed sum for this change order with Absolute Construction Enterprises is \$359,263. An additional \$58,747 (including contingency of 20%) is recommended for Highway Department paving of the required parking lot and driveway areas. Revenue to support this change order includes the approved and accepted WDNR Stewardship grant (\$187,050), the Golf Course Enterprise Fund, Planning & Parks Department Budget Carryover (\$13,000) and pending County ARPA funding (\$150,000).

FISCAL IMPACT:

Balance Current Year: \$418,010 (Absolute Construction and Highway Dept.)

Next Year's Estimated Cost: \$0

FUNDING SOURCE:

County Levy: X

Non-County Levy: X

Indicate source: WDNR Stewardship grant, Department Budget Carryover, Golf Course Enterprise Fund and pending County ARPA funding.

RECOMMENDED MOTION: Approve and authorize the acceptance of a change order by Absolute Construction Enterprises, Inc. for a not to exceed sum of \$359,263, which includes an approximate 20% contingency to cover any potential change orders and associated expenses for construction of the public upper level at the new Hawthorne Hills County Park Multipurpose Parks Maintenance Facility and an additional \$58,747, which includes a 20% contingency for the Highway Department to pave the required parking lot and driveway areas.

ATTACHMENTS:

- P&P_Dept_Hawthorne Hills Change Order #7 (PDF)

NATURAL RESOURCES COMMITTEE

KUENY ARCHITECTS, L.L.C.

Date: 3/24/2023
To: Ozaukee County
From: Kueny Architects, LLC
Subject: Change Order
Project: Ozaukee County – Hawthorne Hills Maintenance
Attn : Andrew Struck

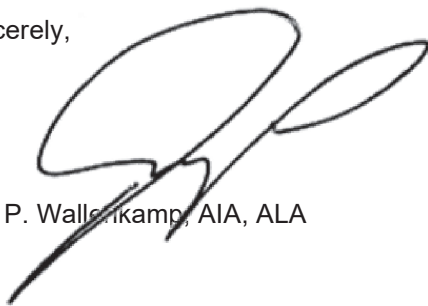
Dear Andrew

Enclosed is Change Order number Seven (7) for the amount of \$299,385.68 Dollars for the Ozaukee County - HH Maintenance Phase 2 Project.

After reviewing the change order request for alternates 1,2,3 and CB#12 Kueny Architects recommends the County to approve the change order based on the information submitted on COR No. 15 revised.

If there are any questions, please contact our office.

Sincerely,



Jon P. Wallenkamp, AIA, ALA

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_HHParkMaintenanceBldg_PhaseII)

March 21, 2023

Mr. Jon Wallenkamp
Kueny Architects LLC
10505 Corporate Drive, Suite 100
Pleasant Prairie, WI 53158



Re: Hawthorne Maintenance Facility
Change Order Request No. 15 REVISED

Dear Jon,

Absolute Construction Enterprises, Inc. offers the following change order request for work associated with Bid Day Alternates 1, 2, 3 and CB #12.

Total amount for this change order request is **\$299,385.68**.

Breakdown:

Labor

Carpenter	248	hrs	@	\$	101.71	\$	25,224.08
Superintendent	88	hrs	@	\$	107.60	\$	9,468.80
Total Labor							\$ 34,692.88

Material

2x4	2200	lf	@	\$	0.60	\$	1,320.00
Headers	4	ea	@	\$	15.00	\$	60.00
FRP/Trim	35	sheets	@	\$	46.00	\$	1,610.00
Permit	1	ls	@	\$	400.00	\$	400.00
Temporary Phone	3	months	@	\$	150.00	\$	450.00
Temporary Toilets	6	ea	@	\$	125.00	\$	750.00
Dumpster	2	ea	@	\$	600.00	\$	1,200.00
Final Cleaning	1	ls	@	\$	1,000.00	\$	1,000.00
Total Mat'l							\$ 6,790.00

Subcontractors

Edgewater Plumbing	1	ls	@	\$	63,300.00	\$	63,300.00
Tri-Formed Tops	1	ls	@	\$	4,700.00	\$	4,700.00
Block Iron	1	ls	@	\$	11,627.00	\$	11,627.00
J & H Heating	1	ls	@	\$	56,790.00	\$	56,790.00
Laforce	1	ls	@	\$	11,981.00	\$	11,981.00
City Wide Insulation	1	ls	@	\$	1,494.00	\$	1,494.00
Sheboygan Glass	1	ls	@	\$	300.00	\$	300.00
J. Miller Electric	1	ls	@	\$	46,622.18	\$	46,622.18
Common Links	1	ls	@	\$	16,748.00	\$	16,748.00
Adair Flooring	1	ls	@	\$	8,229.00	\$	8,229.00
Appleton Acoustics	1	ls	@	\$	6,200.00	\$	6,200.00
Total Subs							\$ 227,991.18

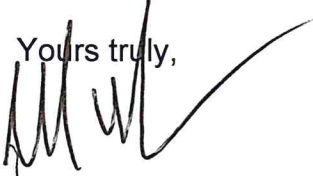
Subtotal	\$	269,474.06
10% Mark-up	\$	26,947.41
1% Bond	\$	2,964.21
Total	\$	299,385.68

P.O. Box 044228 Racine, Wisconsin 53404-7004
Phone (262) 456-6802, Fax (262) 456-2117

Mr. Jon Wallenkamp
Kueny Architects LLC
Change Order Request 15
Page Two

If you should have any questions or concerns, please call our office.

Yours truly,



Mike Wiedenbeck
Project Manager
mwiedenbeck@absoluteconstruct.com

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)



CHANGE ORDER

9.a.6.a

4320 Industrial Court, Sheboygan, WI 53083
PH: (920) 452-7586 FAX: (920) 452-9880

TO: Absolute Construction Enterprises
PO Box 044228
Racine, WI 53404-7004

THIS CHANGE ORDER NO. 4
DATE OF CHANGE ORDER 2/6/2023
PROJECT NAME Hawthorne Hill County Park
CONTRACT NO. 22-114

UNDER OUR CONTRACT AGREEMENT DATED

You are hereby authorized to make the following change(s) in accordance with the terms and conditions of our Contract Agreement, identified above:

CB #12 CHANGE ORDER REQUEST

This estimate includes all labor and materials to complete the plumbing scope of work for CB #12 per the drawings and notes issued with the RFP CB 12.

This estimate includes labor and materials as listed below:

1. Rough and finish plumbing as well as supplying specified fixtures for area 1.
2. Rough plumbing for (3) sinks for area 2.

NOTE: The hand sink, 3 compartment sink and kitchen sink are to be supplied and installed by the owner per the notes. This includes all finish plumbing materials.

Labor \$20,500.00
Specified plumbing fixtures \$31,300.00
Plumbing materials and miscellaneous \$11,500.00

Total CB #12 \$63,300.00

For the (Additive) (Deductive) sum of: Sixty three thousand three hundred and 00/100
Dollars (\$ \$63,300.00).

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)

Estimate

Date	Estimate #
2/6/2023	24501



11739 W Dearbourn Avenue
Wauwatosa, WI 53226

Phone 414-479-0090
Fax 414-479-0089
triformedtops@gmail.com

Absolute Construction Enterprises
Justin Wiedenbeck
PO Box 044228
Racine, WI 53404-7004

Project

Hawthorne Hills CB 12

Item	Description	Total
Casework	205 Bathroom: 6' solid surface countertop.	4,700.00T
Casework	207 Bathroom: 6' solid surface countertop.	0.00T
Solid Surface	SS-1: Bid in Corian Group 1 or 2 selections.	0.00T
Delivery	Tailgate Delivery	0.00T

Estimate valid for 60 days
Tailgate Delivery

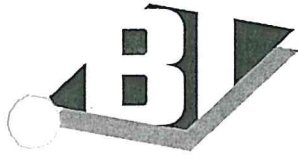
Subtotal \$4,700.00

Sales Tax (0.0%) \$0.00

Celebrating 65 years
of exceptional products and service.
1957 - 2022

Total \$4,700.00

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)



BLOCK IRON

& Supply Company

Architectural Doors & Hardware

Main Office:	Madison Branch	Milwaukee Branch	Wausau Branch
1016 Witzel Ave.	3121 Syene Rd.	16925 W. Victor Rd.	5903 Prairie St.
Oshkosh, WI 54902	Madison, WI 53725	New Berlin, WI 53151	Schofield, WI 544
(p)920-231-8645	(p)608-271-2744	(p)262-439-2200	(p)715-359-1800

QUOTATION DATE: 2/6/23

To: Absolute Construction

QUOTE # 444279-1

Project Name: Hawthorne Hills Park Maintenance Phase 2
Project Location: Saukville, WI

We propose to furnish only per plans and specifications dated **3/10/22** the following. All prices are net, F.O.B. our warehouse with full freight allowed per terms below.

Addenda included: CB-12

Section: 10 21 13.16 - Toilet Partitions
Material: Phenolic Black Core – 58" Height (Std)
Mount: Floor Mounted/Overhead Braced

(3) Toilet Partitions

Total
11,627

Total Cost: \$3,958.00

***Lead Times After Approved Shop Drawings: 4-5 Weeks**

Qualifications:

Field measures to be done by general contractor.

Quote is based upon Floor Mounted/Overhead Braced partitions, as specifications state two mounting types and drawings show floor mounted/overhead braced. If ceiling hung is required, will need to requote.

Quote is valid for manufacturer standard black core phenolic colors only, any special colors will have to be requoted.

If non-union installation is required, please **ADD +\$2,420.00** to total cost.

Exclusions:

Installation, price available upon request.

Section: 10 28 13 - Toilet Accessories

- | | |
|-------------------------------------|------------------------------------|
| (2) 18" Grab Bars | (2) 36" Grab Bars |
| (2) 42" Grab Bars | (4) 24"x 36" Framed Mirrors |
| (2) 60" Shower Rods | (2) 72"x 72" Shower Curtains |
| (4) 36" Shower Rods | (4) 42"x 72" Shower Curtains |
| (52) Shower Curtain Hooks | (4) Soap Dispensers |
| (3) Toilet Paper Dispensers | (2) Shower Seats |
| (2) Baby Changing Stations | (2) Paper Towel Dispensers |
| (2) Semi Recessed Waste Receptacles | (2) Semi Recessed Napkin Disposals |
| (4) Robe Hooks | |

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)

Total Cost: \$5,249.00***Lead Times After Approved Shop Drawings: 4-5 Weeks****Qualifications:**

As no specifications were provided for the shower seats, quote is based upon standard commercial grade phenolic slat shower seat.

Exclusions:

Quote does not include installation.

FREIGHT SURCHARGES

CALL AHEAD-24 TO 48 HOURS ADVANCE NOTICE PLEASE ADD \$75.00
IF A LIFT GATE IS REQUIRED PLEASE ADD \$375.00

**** Due to the current market situation, we reserve the right to pass on surcharges assessed 30 days after the date of this quote. Documentation of these charges will be provided.**

****Credit card payments will be accepted only when terms are negotiated prior to payment. Without prior approval, appropriate service charges will be added.**

One of these boxes	☐ STATE, COUNTY, USE TAX INCLUDED (XXX%)
MUST be checked	☒ STATE, COUNTY, USE TAX NOT INCLUDED

Respectfully submitted _____
 Andie Kallas – Block Iron & Supply Co. Inc. Oshkosh

Accepted by _____

TERMS AND CONDITIONS

1. This proposal is for material only. No installation or erection unless specifically stated.
2. This proposal is made for immediate acceptance, and is void thirty (30) days after date of this quotation unless extended by us in writing.
3. Orders are accepted subject to strikes, accidents and other causes beyond our control.
4. This quote is net. Based on credit approval, payment in full is due the 10th day of the month following invoice. Invoices not fully paid by the end of the month following invoice will be considered delinquent and interest shall be charged on the unpaid balance at a rate of 1 1/2% per month or 18% per annum.
5. Credit card payments will be accepted only when terms are negotiated prior to payment. Without prior approval, appropriate service charges will be added.
6. Taxes hereafter levied by Federal, State or Local Authorities, upon sales of this material, are not included in this quotation unless so stated.
7. All claims for damages against carriers must be made by consignee.
8. No verbal commitments to alter or change the foregoing Terms and Conditions will be binding on the seller unless such changes are confirmed in writing and signed by authorized personnel.
9. Deliveries to be made to ground floor, accessible by truck.
10. We reserve the right to pass along any material surcharges and price increases which may be imposed during construction.



1220 Mineral Springs Drive
Port Washington, WI 53074
Phone : (262) 284-5589
Email: jeffm@jhheating.com

To: Absolute Construction
Attn: Justin
Email:

From: Jeffrey J. Mayer
Date: February 2, 2023
Re: CB#12 Hawthorne Hills Park Maintenance Building

We propose to furnish labor and materials to install a complete HVAC System per CB#12.

BASE BID: \$ 53,830.00

Alt#1: Furnish labor & materials to add a motorized fresh air damper on each furnace with louver, ducting, insulation, and low voltage control wiring..... Add \$ 2,960.00

56,790

Thank you.

Jeffrey J. Mayer
Jeffrey J. Mayer, President
J & H Heating, Inc.

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)

LAFORCE



Page 1 of 3

QUOTATION

DATE: 3/16/2023

ABSOLUTE CONSTRUCTION
P O BOX 044228
RACINE, WI 53404
USA

RE: HAWTHORNE HILLS CB#12
Our Quote #: 469960QU
Contact: MARY DERENNE
Phone: 262-252-5150

Architectural Drawings Dated: 1/26/23
Addendum: CB#12

- Supply Chain note: quoted leadtimes subject to delays/impacts arising out of pandemic.
- This quotation is subject to acceptance within 30 calendar days from the date of this quotation. If not accepted by that date it may be withdrawn or modified without notice.

TAX INCLUDED NO
FREIGHT INCLUDED
F.O.B. JOBSITE (MATERIAL ONLY)

SECTIONS:

\$11,981.00

- 6 WELDED HM FRAME
- 6 HM DOOR
- 1 LOT OF HARDWARE

GENERAL QUALIFICATIONS

HOLLOW METAL FRAME ARE QUOTED AS 16GA, 5 3/4"JD, 2"HD SSA, CONT WELD
HOLLOW METAL DOORS ARE PRICED AS 18GA, VERTICAL STIFFENED, SEAMLESS
OUR QUOTE INCLUDES 1/4" TEMPERED GLASS IN THE HALF LITE DOOR
HARDWARE IS PRICED IN US10B FINISH

- Our price for all materials is based upon receipt of full approval and release within 4 months from bid day for delivery by the manufacturer's standard leadtimes as quoted. If this timetable does not meet the requirements of this project please call us to discuss further.

LEADTIMES AFTER SUBMITTAL APPROVAL AND ANSWERS TO ALL QUESTIONS

HOLLOW METAL FRAMES: 2-3
HOLLOW METAL DOORS: 7-8 WEEKS
HARDWARE TO SHIP WITH DOORS

THIS QUOTATION INCLUDES AND IS SUBJECT TO THE ONE PAGE OF TERMS AND CONDITIONS LOCATED AT THE END OF THIS QUOTATION.

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_HHParkMaintenanceBldg_PhaseII)

469960QU

CITY WIDE INSULATION OF
GREEN BAY**WORK AGREEMENT**

License #: 1099712

Branch#: 656 | 1860 Enterprise Dr. | De Pere, WI 54115-3145 | (920) 336-2603

CUSTOMER/BUILDER
ABSOLUTE CONSTRUCTION
ENTERPRISES INC / 1007265
PO BOX 044228
Racine, WI 53404-7004

JOB SITE INFORMATION
Hawthorn Hills Multipurpose Building -
Change Order II
4880 County Rd I
SAUKVILLE, WI 53080

TRADE: INSULATION
QUOTE #: 81808002 / 1
ISSUE DATE: 02-06-2023
SALES PERSON: Gretz, Shannon L

Base

Work Area	Item
Ceiling Area Flat	DURASKRIM II 12' X 100'

BASE TOTAL: **\$2,438.00**

OPTIONS - Initial the sections that you would like added and/or reduced from base total.

CB #12 Change Order

Material Costs \$1213.00 - Labor Costs \$281.00

Work Area	Item
Sound Wall	IBA KN R-11 UNF 15.25"X93" 157.58 SF
Sound Wall	IBA KN R-19 UNF 15.25"X94" 99.55 SF

Initial: _____ TOTAL for option: **+ \$1,494.00**

NOTE: This agreement consists of multiple pages. If you do not receive the number of pages noted below, please contact Contractor directly at the telephone number stated above.

Draft stop, fire block, fire stop (IBC 718.4.1, 718.4.2 and 718.4.3 or locally adopted equivalent), and fire rated caulking are not included within Contractor's Work unless specifically listed above.

Contractor is willing to furnish to you all material and labor required for the Scope of Work, subject to the terms and conditions stated in this agreement.

TERMS OF PAYMENT: Payment in full due as stated on invoice regardless of any payment arrangements you have with third parties. Visit www.truteambillpay.com to manage your invoices and make payments online with TruTeam Bill Pay.

ACCEPTANCE: Contractor may change and/or withdraw this agreement if Contractor does not receive your signed acceptance within 10 business days after the Date stated above.

PRICING: The prices stated in the Scope of Work above will remain firm for 60 days after the Date stated above. If performance of this agreement extends beyond this 60 day period, you agree to pay Contractor's then current pricing ("Price") for any Work performed after that 60 day period. The Prices are based only on the terms and conditions expressly stated in this agreement. The Prices exclude any and all terms and conditions not expressly stated herein, including, without limitation, any obligation by Contractor to name you or any third-party as an additional insured on its insurance policy; to provide per project aggregate insurance coverage for the Work; to participate in any owner controlled, wrap, or similar insurance program; to indemnify or defend you or any third-party from any claims, actions and/or lawsuits of any kind or nature whatsoever except to the limited extent state in Section 18 of this agreement. Any terms or conditions required by you by contract or otherwise in addition to or inconsistent with those expressly stated in this agreement will result in additional charges and/or higher Prices. Any additional work performed is subject to Contractor's then current pricing (unless Contractor otherwise agrees in writing) and to this agreement.



J. MILLER ELECTRIC, INC.

ELECTRICAL CONTRACTOR SINCE 1963

512 S. Park Street, PO Box 587 Port Washington, WI 53074
Phone: 262-284-2646 • Fax: 262-284-6282

Proposal

2/06/2023

Absolute Construction Enterprises, Inc.
ATTN: Justin Wiedenbeck

Project: Hawthorne Hills Maintenance CB 12, Base Bid Alternates 1, 2 & 3

I am pleased to offer the following work for your consideration:

- Labor and materials to complete installation
- Lighting per plan
- Lighting controls per plan
- Power outlets and rough data locations per plan
- Excludes:
 - Utility fees
 - Electric wall heaters
 - HVAC controls
 - Overhead door operators and control stations
 - Security and data cabling
 - Fire alarm system
 - Well pump VFD
 - Grass and greenspace restoration

The above design and scope of work is confidential and proprietary to J. Miller Electric, Inc.
I will proceed with the above based on a net price of \$46,622.18.
Prices firm for acceptance within 30 days of quotation. Commodities pricing subject to change.

I hereby agree and accept this proposal.

Justin Miller
Vice President
J. Miller Electric, Inc.

Sign/Date:

Print/Date:

Email: justin.jmillerelectric@gmail.com

Cell: (262) 305 3858

Office: (262) 284 2646

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)



2/6/2023

CLC Job # 22-228

Absolute Construction
 PO Box 044228
 Racine, WI 53404-2117
 Attn: Justin Weidenbeck
RE: MKE Autograph Hotel
Change Request # 3

Dear Justin,

The following is our added cost for adding : Drywall on upper floor

Cost Breakdown:

Carpenter Foreman	1 Hours @	\$ 106.00 =	\$ 106
Carpenter	73 Hours @	\$ 102.00 =	\$ 7,446
Taper Foremain	0 Hours @	\$ 96.00 =	\$ -
Taper	51 Hours @	\$ 94.00 =	\$ 4,794
Total Labor			<u>\$ 12,346</u>
Material, Equipment, & Shop Drawings			\$ 4,002
Overhead and Profit	10.00%		\$ 400
Total			<u><u>\$ 16,748</u></u>

Scope of Work:

-
1. Drywall on interior of bathrooms and rooms adjacent (all MR board)
 2. Drywalled ceilings on all of upper floor
 - 3.

Please contact me if you have any questions.

Common Links Construction LLC.

Hunter Cartwright
 Assistant Project Manager

17150 W. Pheasant Dr. • Brookfield, WI. 53005
 Phone: 262-317-4400 • Fax: 262-784-0427 • WDC #1107033

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)

ADAIR COMMERCIAL FLOORING

16601 W GLENDALE RD ♦ NEW BERLIN WI 53151

PHONE: 262-780-0500 ♦ FAX: 262-641-2222

www.adaircommercialflooring.com**PROPOSAL FOR FLOORING SERVICES**Date: Revised 03-20-23 Bid For: Job/Project Name (if any) and Address:To: Absolute
Attn: JustinHawthorne Hills Park Facility
4720 Cty Rd I
Saukville, WI 53080Property Owner Name:

1. BWG Services, Inc dba Adair Commercial Flooring ("Adair") proposes to furnish and install labor and materials as follows:

Resilient

1. Furnish & install approximately 160 linear ft of 4" vinyl cove base and 15 linear feet of vinyl floor transitions per plan.
\$ 598
2. Furnish & install approximately 50 Sq yds of Mannington Biospec sheet vinyl or similar (assuming a material allowance of \$31.00 / sq yd) using manufacturers recommended adhesive per plan (no sheet vinyl cove base included).
\$ 3,046
3. Furnish & install approximately 45 sq ft of Armstrong Standard Imperial VCT flooring using Mapei Eco 311 VCT adhesive per plan.
\$ 346

Tile

4. Furnish & install approximately 150 sq ft of floor tile & 60 linear feet of 6" cut tile base (tile selection TBD based on an allowance of \$4/sf) and Schluter Schiene AE80 L metal on outside tile edges using premium thinset & Prism grout in shower dry off areas (outside of prefab ADA shower stall units). Bid includes 1 hours minor prep. Adair to furnish and install ¼"x3'x5' cement backer board over existing plywood floors to accommodate tile installation. Redgard to be applied as a crack isolation membrane. Adair to provide a Reno-U metal where tile meets resilient flooring.

\$ 4,239

\$ 8,229 plus \$ 212 sales & use tax – Total \$ 8,441

Alternate to use Karndean LVT (or similar based on a \$3.15/ sq ft material allowance) in place of sheet vinyl in shower dry off areas:

Deduct \$ 160.00

If project is tax exempt, please provide S-211 (or similar) documentation.

No expansion joint cover systems, epoxy / resinous flooring, concrete polishing or sealing, and / or wood base or trim included as part of this bid.

Bid assumes GC provides a firm / sound, clean and dry substrate free of any oil, wax, films, and / or curing compounds that require no more than the minor preparation detailed above in both materials and labor hours.

Appleton Acoustical Systems, Inc.

2900 W. Elberg Avenue
Appleton, WI 54914
920-738-9315
920-738-9253 Fax

Estimate

Date	Estimate #
3/28/2022	14691

Name / Address
Absolute Construction

Shannon DENKINS

Shannon@acas-11

COV

Project				
14691-Hawthorne Hills				
Item	Description	Qty	Cost	Total
Acoustical	Division 9 Section 09510 Suspended Acoustical Ceilings Supply the labor, material, equipment and services to install the acoustical ceilings per plans and specifications. Act-1 to be 2x2 white Radar #2220, Act-2 to be 2x2 white vinyl rock both on standard white 15/16" grid. Base Bid only rooms 101,102,103		1,650.00	1,650.00
ALT #1	Rooms 204,205,207,208,209 Add \$1,900.00 to base bid		0.00	0.00
ALT #2	Rooms 200, 201,202 Add \$1,800.00 to base bid		0.00	0.00
ALT #3	Room 203 Add \$5,500.00 to base bid		0.00	0.00
	Addendum 1,2,3,4 included		5.50%	0.00
	Sales Tax			
Total				\$1,650.00

Acceptance Signature _____

Attachment: P&P_Dept_Hawthorne Hills Change Order #7 (P&PDept_ChangeOrder_ConstructionHHParkMaintenanceBldg_PhaseII)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: April 6, 2023
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Planning & Parks Management and Financial Reports

ATTACHMENTS:

- P&PDept_MgmtReport_NRC040623_March2023_FINAL_ATS033023 (PDF)
- 3.9.23 CommRpt2023, 115 221 222 503 (PDF)
- February Summary of Parks Revenue (PDF)
- Ozaukee News Graphic Article, 3.2.23, Liquor License Mee-Kwon (PDF)
- Ozaukee Press Article, 2.22.23, ARPA Funds for OIT and Hawthorne Hills (PDF)
- Ozaukee Press Article, 3.1.23, Invasives Grant App NFWF (PDF)
- Ozaukee Press Article, 3.15.23, OIT Spur in Grafton (PDF)
- Ozaukee Press Article, 3.22.23, Waubedonia Egg Hunt (PDF)
- Thank You Note, Covered Bridge Park, 12.2022 (PDF)

NATURAL RESOURCES COMMITTEE



GOLF COURSES



9.c.1.a

GOLF COURSES — MEE-KWON PARK AND HAWTHORNE HILLS

- March (thru March 19th) revenue and rounds: \$291.00 and 0 rounds (2023) and \$2,977.32 and 170 rounds (2022) for both MKGC & HHGC. 2022 total revenue (YTD) \$2,518,396.53 and 73,729 rounds (\$34.15/person). With the late March snow events, there is no plans for an opening date at this time.
- GC Maintenance has made initial changes the new concessionaire has asked for. There are a couple commercial equipment items pending delivery. The Concessionaire intends to brand both facilities as "sports bars".
- The new memorial boards will be placed at both facilities. Both trees and/or benches will still be available to memorialize loved ones with plaques being placed on the new boards located in the Clubhouses.
- GC Maintenance staff has made some improvements to the kitchen at MKGC and painted the bathrooms. GC Maintenance staff and contractors have continued work on ash tree/invasive species removals and tree planting under the USFS & NFWF SOGL grants. Tree planting will continue at HHGC in 2023.



ECOLOGICAL DIVISION



BIRD CONSERVATION / BIRD CITY WISCONSIN

Ozaukee County was awarded "High Flyer" status for its Bird City Wisconsin (BCW) renewal in 2023. 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. Presented at the BCW Conference in Oshkosh (3/24-3/25). 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 w/ UW 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 restoration activities with HWY at Mineral Springs Creek in the City of Port Washington. Additional construction activities, refinements and restoration at the MT Dam nature-like fishway.

Habitat Improvement Projects: 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 a feasibility analysis and preliminary E&D) for aquatic habitat restoration activities on the Little Menomonee River in Milwaukee County in coordination w/ consultant. Continued restoration and planning 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, the Village of Saukville, funding partners and landowners for planning for habitat restoration in conjunction with the CTH W rehabilitation project in the Village of Saukville. Finalized engineering, design and permitting for stormwater wetland restorations at Mee-Kwon County Park and GC with consultant (M2 Engineering) and initiated construction activities with HWY.

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 is ongoing. 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, SWM, CCA), SEWISC & FFLM. Submitted multiple grant applications. QAPP & NEPA submittals and approvals for federal and state 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, OCWC, consultants, and landowners on long range stream & habitat restoration planning for Sucker Creek in Towns of Port Washington & 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 (), Fish & Wildlife Tech Team (), Project Managers (). Coordination w/ Hwy & Consultant on CTH W Project. SSWT Finance & Board Mtgs (). Meet w/ DU/USFWS on EAGL NAWCA grant (). Coordinated w/ raSmith & Fish Creek Restoration consultants on various FP projects. Coordinated/Mtg w/ the OCWC SC (3/2). Coordinated w/ WDNR Fisheries on grant funding for current and future projects. Coordinate w/ WGLBBO Re: MSC Restoration & funding for educational signage (). Attended the BCW Conference in Oshkosh (3/24-3/25). Mtg w/ consultants on Tendick Creek Restoration design (3/3).

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.

DEPARTMENT ADMINISTRATION

- Attended NRC (3/2-in person), County Board (3/1-virtual). Completed required IT training. Interview Planning Interns (3/9,3/27).
- Managing staff teleworking/remote working, parks and golf course operations, and day-to-day operations w/ COVID-19.
- Conducted interviews for the Nat Res Analyst/Admin Asst. and Hired a Park Caretaker—Virmond, Brian Morrison, started 3/6.
- Coordinated on wage & salary study for the Dept. and provided written comments. Finalized staff annual reviews & discussed.



PLANNING & PARKS DEPARTMENT

CURRENT PROJECTS & REPORT UPDATES

MARCH 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. 95

Attachment: P&PDept_MgmtReport_NRC040623_March2023_FINAL_ATS033023



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). Follow-up w/ 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). Coordinating meeting of the re-established Comprehensive Planning Board (4/19)- reviewing POSP Chapters.
- 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, Town of Saukville Properties, Waubedonia-TFredonia)
- 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/TCF(), OWLT (3/27), OCWC(), BCW (3/23-3/25), LNRP, DU(), OTN() to discuss natural area preservation/restoration efforts and projects.
- Completed 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) per WCMP Coastal Resiliency Grants. Updating Park Master Plan (GIS) maps w/ Planning Intern for all other current County Parks ().
- Follow-up on the USFS Community Forest Plan for CBCGNP and overall master planning and future restoration including OWLT conservation easement. Filed final reporting with USFS and USFWS for CBCGNP.

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. Submitted FPP DATCP Planning Grant and extension letter. Coordinated (w/ SWWT & MMSD) on implementation of the Cedar, Pigeon, Mole and Ulao Watershed 9 Key Element Plan per FPP. Discuss implementing 9 Key Element Plans with other partners (LNRP, OCWC).
- 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 (3/28). Follow-up w/ 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 (3/28).
- Prepared several GIS databases and maps for the Planning, Parks and Trails and Ecological Divisions regarding: land divisions, zoning, tree plantings, natural areas, Trail/ROTB, streams/Impediments, wetland/riparian restorations, stormwater, water quality, fish & wildlife monitoring, invasive species, and restorations.
- 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.
- 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 Resiliency Project (e.g. predicting bluff erosion and water study—Virmond Park, Master Plans—CBCGNP, Virmond, LDGNP) and followed up on WCMP/Sea Grant CALM Network Mtg.

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 (3/31).

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, HWY and the Town of Saukville for future land use at these properties (3/30).

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 60 & I-43 reconstruction projects ().

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 Boardwalk, roofs, park electric gates). Coordinated w/ Highway Dept on other Park (e.g., MK Park Wetlands), Fish Passage (Sucker Cr., MSC, MK Park) and Ozaukee Interurban Trail (e.g., mowing) projects and CTH ROW Invasives Project. Planning/Coordinating w/ Highway Dept Re: 2023 Projects (Park, FP) and CTH W reconstruction, restoration, land and funding.
- Coordinated w/ 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. Received grant to improve trail system.
- 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, trees).
- 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.
- Mange 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. Finalized reports for USFWS JV (\$561,000), WDNR USEPA GLRI (\$450,000) & USFS (\$600,000) grants. Continued discussions w/ partners (OWLT, WDNR, WCMP, USFS & USFWS) Re: Easer.
- 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.
- 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. (3/7) Finalized planning for Phase II work at the Multipurpose Maintenance Building—Upper Floor and parking lot.
- 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 and file paperwork.

Coordination with Cultural, Tourism & Recreation Groups

- Coordinated on Ozaukee County Tourism Council (OCTC) Board & Exec Mtgs. Continued work on Tourism Trail websites, maps & events. Continued to assist w/ OCTC Treasurer duties Re: 2023 budget. Coordinating OCHS Re: OCHS Caretaker, lease agreement, tree planting, well monitoring, 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 we Trail maintenance/drainage/culverts, bike racks, benches, trees, maintenance items for the Trail (e.g. cutting paving), RTC grant-Port Washington Trail Improvement Project—design & engineering, Meeting w/ RTC re: the Route of the Badger (ROTB) Regional Quarterly Mtg.(), coordination w/ communities (Mequon, Cedarburg Port Washington) & professionals on OIT improvements. Development of Trail gateway signage. Submitter WisDOT TAP grant for a trail extension in the Grafton/Cedarburg area along STH 60.
- 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 & construction.
- 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 (2023-24) Trail Maintenance and 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 Co. & ROTB regarding planning for trail connections of the OIT to Eisenbahn Trail and criteria for trail network. Coordinated w/ Towns of Grafton & Cedarburg on OIT.
- Follow-up Re: Trail paving of county-managed portion of OIT and WisDOT TAP grant.

9.c.1.a



Attachment: P&PDept_MgmtReport_NRC040623_March2023_FINAL_ATS033023



Packet Pg. 96

Ozaukee County Committee Report
General Fund Park Commission
For the Two Months Ending Tuesday, February 28, 2023
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

9.c.1.b

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$116	\$34,140	\$34,024	0.34%
Public Charges for Services	\$5,245	\$10,941	\$50,725	\$39,784	21.57%
Interest Revenue	\$12	\$19	-	(\$19)	0.00%
Other Revenue	\$50	\$50	\$26,000	\$25,950	0.19%
Total Revenues	\$5,307	\$11,126	\$110,865	\$99,739	10.04%
Expenditures					
Salaries	\$37,768	\$57,860	\$600,851	\$542,991	9.63%
Fringe Benefits	\$9,119	\$20,828	\$157,156	\$136,328	13.25%
Travel/Training	\$227	\$977	\$7,450	\$6,473	13.11%
Supplies	\$4,305	\$10,968	\$105,635	\$94,667	10.38%
Purchased Services	\$3,185	\$9,326	\$211,650	\$202,324	4.41%
Interdepartment Charges	\$68	\$2,081	\$145,285	\$143,204	1.43%
Other Expenses	\$313	\$861	\$18,642	\$17,781	4.62%
Total Operating Expenditures	\$54,985	\$102,901	\$1,246,669	\$1,143,768	8.25%
Capital Outlay					
Total Expenditures	\$54,985	\$102,901	\$1,246,669	\$1,143,768	8.25%
Other Finance (Sources)	-	-	(\$85,000)	(\$85,000)	0.00%
Net Other Financing Sources/Uses	-	-	(\$85,000)	(\$85,000)	0.00%
Net Increase (Decrease)	(\$49,678)	(\$91,775)	(\$1,050,804)	(\$959,029)	8.73%

Equity:

Attachment: 3.9.23 CommRpt2023, 115 221 222 503 (P&PDept_Financial&ManagementReports)

Ozaukee County Committee Report
Special Revenue Fund Parks Projects
For the Two Months Ending Tuesday, February 28, 2023
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

9.c.1.b

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	\$5,173	\$71,043	\$65,870	7.28%
Other Revenue	\$2,200	\$14,781	-	(\$14,781)	0.00%
Total Revenues	\$2,200	\$19,954	\$71,043	\$51,089	28.09%
Expenditures					
Salaries	\$6,893	\$10,339	\$51,684	\$41,345	20.00%
Fringe Benefits	\$1,677	\$3,408	\$19,359	\$15,951	17.60%
Supplies	\$497	\$532	-	(\$532)	0.00%
Interdepartment Charges	-	\$448	-	(\$448)	0.00%
Total Operating Expenditures	\$9,067	\$14,727	\$71,043	\$56,316	20.73%
Capital Outlay					
Total Expenditures	\$9,067	\$14,727	\$71,043	\$56,316	20.73%
Net Increase (Decrease)	(\$6,867)	\$5,227	-	(\$5,227)	0.00%
Equity:					

Attachment: 3.9.23 CommRpt2023, 115 221 222 503 (P&PDept_Financial&ManagementReports)

Ozaukee County Committee Report
Special Revenue Fund Ozaukee Water Projects
For the Two Months Ending Tuesday, February 28, 2023
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

9.c.1.b

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	(\$32,804)	(\$32,804)	-	\$32,804	0.00%
Other Revenue	-	\$10,000	\$309,553	\$299,553	3.23%
Total Revenues	(\$32,804)	(\$22,804)	\$309,553	\$332,357	-7.37%
Expenditures					
Salaries	\$7,929	\$11,893	\$221,115	\$209,222	5.38%
Fringe Benefits	\$3,951	\$9,720	\$88,438	\$78,718	10.99%
Travel/Training	\$31	\$31	-	(\$31)	0.00%
Purchased Services	\$2,903	\$2,903	-	(\$2,903)	0.00%
Interdepartment Charges	-	\$1,668	-	(\$1,668)	0.00%
Total Operating Expenditures	\$14,814	\$26,215	\$309,553	\$283,338	8.47%
Capital Outlay					
Total Expenditures	\$14,814	\$26,215	\$309,553	\$283,338	8.47%
Net Increase (Decrease)	(\$47,618)	(\$49,019)	-	\$49,019	0.00%

E q u i t y:

Attachment: 3.9.23 CommRpt2023, 115 221 222 503 (P&PDept_Financial&ManagementReports)

Ozaukee County Committee Report
Enterprise Fund Golf Courses
For the Two Months Ending Tuesday, February 28, 2023
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

9.c.1.b

	Current Month Actual	2023 YTD Actual	2023 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	-	\$85	\$2,094,200	\$2,094,115	0.00%
Other Revenue	\$72	(\$18)	\$13,475	\$13,493	-0.13%
Total Revenues	\$72	\$67	\$2,107,675	\$2,107,608	0.00%
Expenditures					
Salaries	\$39,520	\$60,161	\$803,593	\$743,432	7.49%
Fringe Benefits	\$15,439	\$37,846	\$244,331	\$206,485	15.49%
Travel/Training	\$124	\$771	\$12,250	\$11,479	6.29%
Supplies	\$13,381	\$27,111	\$324,374	\$297,263	8.36%
Purchased Services	\$1,541	\$10,912	\$177,474	\$166,562	6.15%
Interdepartment Charges	-	\$178	\$58,507	\$58,329	0.30%
Depreciation	-	-	\$305,350	\$305,350	0.00%
Other Expenses	\$6,222	\$6,222	\$96,789	\$90,567	6.43%
Total Operating Expenditures	\$76,227	\$143,201	\$2,022,668	\$1,879,467	7.08%
Capital Outlay					
Equipment & Furniture	-	-	\$280,000	\$280,000	0.00%
Buildings & Land	-	-	\$40,000	\$40,000	0.00%
Contra	-	-	(\$320,000)	(\$320,000)	0.00%
Total Expenditures	\$76,227	\$143,201	\$2,022,668	\$1,879,467	7.08%
Other Finance Uses	-	-	\$85,000	\$85,000	0.00%
Net Other Financing Sources/Uses	-	-	\$85,000	\$85,000	0.00%
Net Increase (Decrease)	(\$76,155)	(\$143,134)	\$7	\$143,141	-2044771.43%

Equity:

Attachment: 3.9.23 CommRpt2023, 115 221 222 503 (P&PDept_Financial&ManagementReports)



OZAUKEE COUNTY PLANNING & PARKS

Parks Division

Summary of Parks Revenue

February

2023

Fees for Events in February 2023

Location	Cur Month	YTD
Covered Bridge	-	-
Ehlers	-	-
Hawthorne Hills	-	-
HH Peters Youth Camp	489.27	964.21
Ozaukee I.U. Trail	-	-
Lions Den Gorge	-	-
Mee-Kwon	-	-
Tendick Nature	318.74	1,001.23
Virmond	-	-
Waubedonia	-	-
Totals:	808.01	1,965.44

Revenue Collected During February 2023

Cur Month	YTD
-	225.00
71.09	71.09
-	-
2,020.00	2,795.00
-	-
182.13	557.13
-	-
547.50	867.50
430.00	585.00
1,994.00	5,290.59
5,244.72	10,391.31

Historic Comparison

Fees for Events in February

Location	2021	2022	2023
Covered Bridge	-	-	-
Ehlers	-	-	-
Hawthorne Hills	-	-	-
HH Peters Youth Camp	416.86	364.93	489.27
Ozaukee I.U. Trail	-	-	-
Lions Den Gorge	-	-	-
Mee-Kwon	-	-	-
Tendick Nature	-	85.31	318.74
Virmond	-	-	-
Waubedonia	-	-	-
Total:	416.86	450.24	808.01

Fees for Events in February YTD

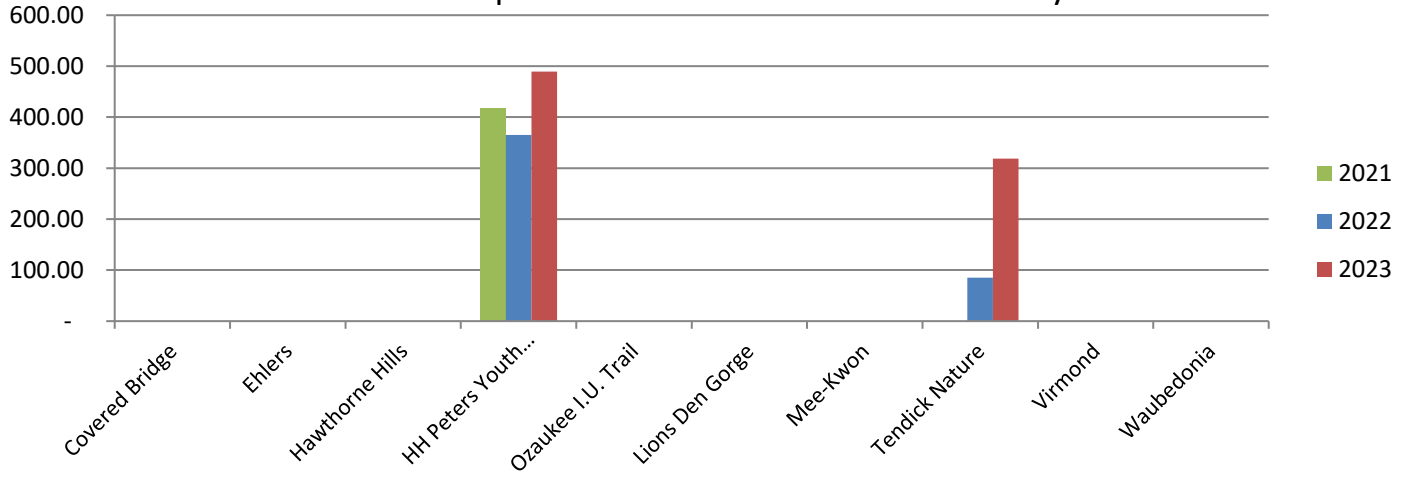
2021	2022	2023
-	-	-
-	-	-
-	-	-
885.66	834.12	964.21
-	-	-
-	-	-
-	-	-
-	243.60	1,001.23
-	-	-
-	-	-
885.66	1,077.72	1,965.44

Fee Type	2021	2022	2023
Park Fees	416.86	364.93	489.27
Disc Golf Fees	-	85.31	318.74
Camping Fees	-	-	-
Firewood	-	-	-
Total:	416.86	450.24	808.01

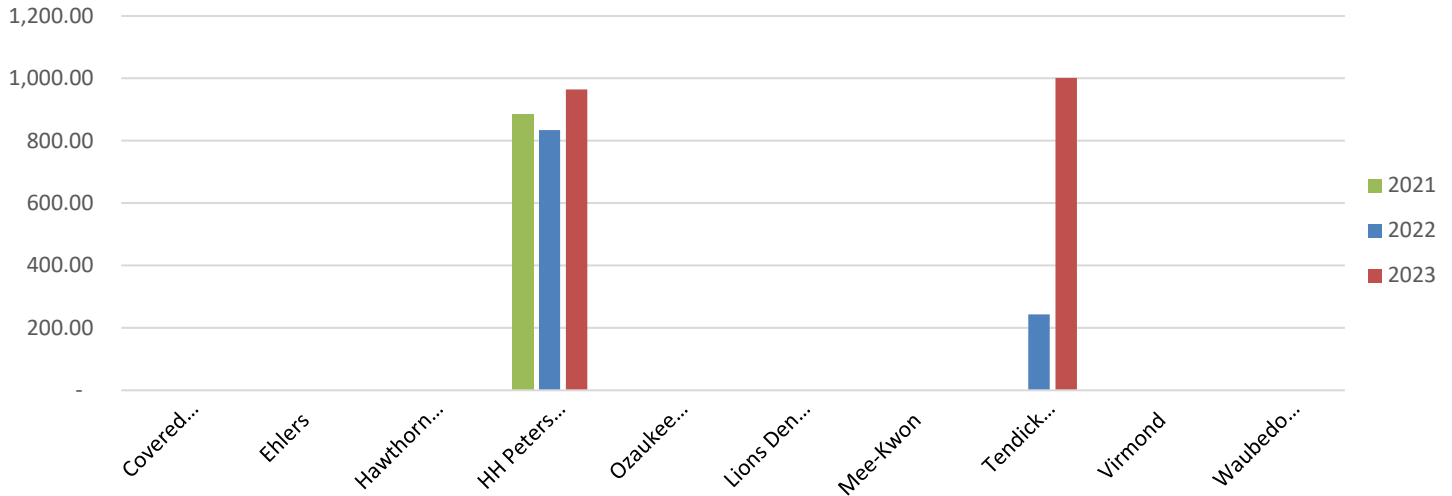
2021	2022	2023
885.66	834.12	964.21
-	243.60	1,001.23
-	-	-
-	-	-
885.66	1,077.72	1,965.44

Attachment: February Summary of Parks Revenue (P&PDept_Financial&ManagementReports)

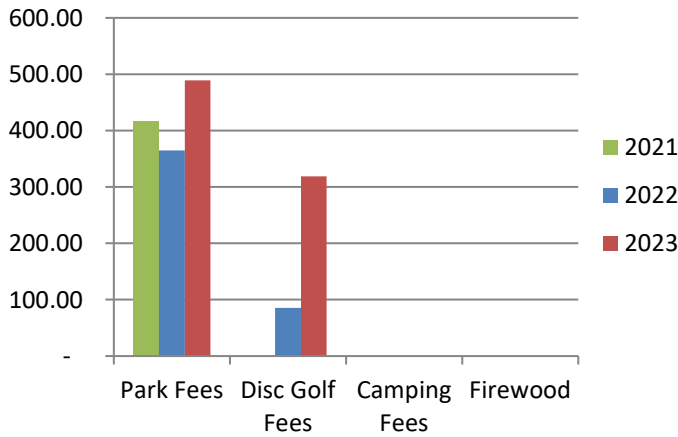
Historic Comparison of Fees for Events in February



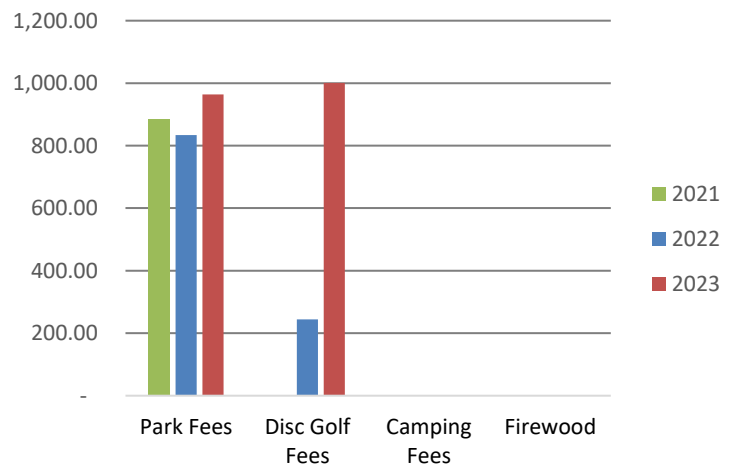
Historic Comparison of Fees for Events YTD February



Historic Comparison for Type of Fees



Historic Comparison for Type of Fees YTD February





OZAUKEE COUNTY

NEWS GRAPHIC

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\$2

Thursday, March 2, 2023

gmtoday.com

8B • NEWS GRAPHIC • THURSDAY, MARCH 2, 2023

LOCAL

GMTODAY.COM

Notice is hereby given that the following listed liquor license application has been filed with the office of the City Clerk of the City of Mequon, Ozaukee County, Wisconsin for the license period beginning April 1, 2023 and ending June 30, 2023.

CLASS B BEER AND CLASS C WINE LIQUOR LICENSE - NEW - GDG Sport & Hospitality Group, LLC DBA Mee-Kwon Park Golf Course, 6333 W. Bonniwell Road, Agent: Gregory Nikolai

Publish: March 2

WNAXLP

PUBLISHED IN PORT WASHINGTON



Ozaukee PRESS

Southeast Wisconsin's Largest Independent Community Weekly

Three sections

Thursday, February 23, 2023

\$1.75

Section B

www.ozaukeekeepress.com

OZAUKEE PRESS THURSDAY, FEBRUARY 23, 2023 3B

County may keep most of its ARPA relief money

By DAN BENSON
Ozaukee Press staff

Ozaukee County staff last week recommended that \$7.65 million in county projects be funded from available federal money, which, if approved by supervisors would leave about half a million dollars for local nonprofit requests.

The county received more than \$17 million in federal American Rescue Plan Act, or ARPA, funds and has already committed more than \$8 million to helping local municipalities hire emergency medical personnel at a cost of \$5 million, \$1 million toward construction of a Sheriff's Office storage facility and \$3.1 million to other projects, leaving about \$8.2 million for additional projects.

Local nonprofit groups were invited to apply for those dollars, and 18 projects to-

■ *Staff recommendation to fund projects would leave about \$500K for \$8M of requests from nonprofits*

taling more than \$8 million were submitted, county Administrator Jason Dzwinel said.

Last week, Dzwinel recommended that remaining county projects take first priority. These included:

■ \$4.5 million for development of a community-based residential facility at the Lasata Senior Living campus in Cedarburg that would close the "continuum of care" circle there and, a consultant told supervisors last week, would generate about \$2 million in annual revenue.

■ \$1.4 million to complete a radio system upgrade, including construction of a new tower near Waubesa, that would

eliminate "dead zones" in Ozaukee and Washington counties and improve coverage on Lake Michigan.

■ \$600,000 for construction of a salt brine building in Port Washington that would help reduce use of road salt on highways by about 40%.

■ \$500,000 for construction of a security entrance, manned by sheriff's deputies, at the county Administration Center in downtown Port Washington.

■ \$300,000 to resurface county-owned portions of the Ozaukee Interurban Trail, mostly the stretch from Port Washington to Belgium and that would leverage about \$1

million in state transportation funds.

■ \$150,000 to match state funds to complete construction of a building at Hawthorne Hills county park that will include bathrooms and showers for a future campground there.

■ \$250,000 for a new fire panel at the county Justice Center in Port Washington. The current 30-year-old panel had an expected lifespan of 15 years, Dzwinel said.

■ \$250,000 for tuck pointing at the Justice Center to help fix chronic water leakage problems there.

Dzwinel did not recommend which nonprofit requests to fund but indicated which kinds of requests would be the most suitable.

Among those requests:

■ Mel's Charities in Grafton requested See ARPA on page 7B

ARPA: Interfaith Caregivers seeks \$1.2M for fleet of Teslas

FROM PAGE 3B

\$1.5 million to help with development of a 200-unit apartment complex for individuals with developmental disabilities in the Northern Gateway project in Saukville.

"We need some clarity" on that project, Dzwinel said.

■ Interfaith Caregivers is seeking \$1.2 million to purchase 12 Tesla electric cars and install charging stations that they say would enable the organization to provide 45,000 trips, up from 12,000 a year.

"We need to do a full cost-benefit analysis," Dzwinel said, noting that the county Shared Ride Taxi also provides rides to seniors, which gives 60,000 rides per year.

"The two services overlap but don't exactly align," he said.

The county also is waiting for a regional transportation study from the Southeast Wisconsin Regional Planning Commission and how the proposal might align with that, he said.

■ The Saukville Food Pantry asked for \$1.1 million to help purchase its new facility.

Dzwinel said officials perhaps need to consider coordination between the county food pantries as the county also received a request from Family Sharing in Grafton for a refrigerator.

■ United Way of Ozaukee County is seeking \$665,000 for "operational programming."

Dzwinel said capital projects are more "ARPA friendly" than requests for ongoing operations, but the United Way's request might be suitable for funds awarded to the county from a lawsuit against opiate manufacturers and distributors.

The county has already received one \$500,000 payment and will receive the same amount each year for the next 20 years. The money can only be used to fight drug abuse and improve mental health. It could be used to meet several of the requests, Dzwinel said, such as Sirona Recovery's request for \$435,000 for operations and staffing.

■ The Feith Family YMCA in Saukville is seeking \$650,000 for a new swimming pool and \$40,000 for mental health programming.

■ The Ozaukee Nonprofit Center asked for \$400,000 to replace its roof, which includes a solar panel element.

■ Portal Inc. in Grafton is seeking \$350,000 for a building to house its vans.

■ Forward Careers is seeking \$240,000 for workforce training.

■ Family Promise requested \$80,000 to complete its new homeless shelter in Port Washington, which opened Feb. 15.

■ Lakeshore Child Advocacy Center in Saukville is seeking \$50,000 to expand its services to children who have undergone trauma.

■ The Adult Literacy Center in Grafton is seeking \$10,000 for English tutor training.

Dzwinel said that request could easily be accommodated through the annual budget process, which includes grants to nonprofits.

The county Executive Committee will review Dzwinel's recommendations and make a recommendation to the County Board.

ARPA funds must be spent by the end of 2024 or under contract to projects that will be completed by 2026.



Three sections

Thursday, March 2, 2022

OZAUKEE PRESS THURSDAY, MARCH 2, 2023 2B

Grant would fuel county's war on invasive species

By DAN BENSON

Ozaukee Press staff

Ozaukee County supervisors recently voted to apply for and accept a \$200,000 grant to continue work to eradicate invasive species from 14 county parks and natural habitat areas.

"It would be the third largest grant we've received over the last seven years and a replication of what we've been working on for more than three years," county Planning and Parks Director Andrew Struck told members of the Natural Resources Committee earlier this month.

"This has been a huge benefit to the parks overall," he said.

The grant from the National Fish and Wildlife Foundation would be used to help eradicate invasive plants from up to 250 acres in county parks and habitat restoration areas.

Those 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, River Oaks County Park, Tendick Nature County Park, Waubedonia County Park, and the Ulao Creek Nature Preserve County Park.

The funds would specifically be used to pay for private contractors and conservation group personnel, Struck said.

Matching funds for the project would come from private donations, in-kind county staff time and \$96,500 from county golf course revenue for a total project cost of \$316,500.

The county also has received a separate \$17,264 grant from the U.S. Forest Services to manage invasive species in the Ulao Creek Nature Preserve, a wetland area south of Ulao Road and east of Gateway Drive in the Town of Grafton.

The county matching funds, totaling \$2,300, will be met with volunteer and county staff time, Struck said.



OZAUKEE PRESS THURSDAY, MARCH 16, 2023 2B

County aims to add bike trail spur in Grafton area

■ Grant could pay for path along Hwy. 60 that would run from village into Town of Cedarburg

By DAN BENSON
Ozaukee Press staff

An Ozaukee County committee recommended earlier this month applying for a state grant that would create an east-west spur of the Ozaukee Interurban Trail that would extend west through Grafton to Five Corners in the Town of Cedarburg.

If the \$436,985 state Department of Transportation grant is awarded, the project would connect to existing trails to create a more unified network of trails in the Cedarburg and Grafton areas, and eventually extending to Washington County.

The grant would finance construction of about 9,400 feet of off-road trail within the right of way of Highway 60 and would include about 1,600 feet of existing trail from First Avenue to the Aurora Health clinic in Grafton.

It would also connect to an existing 5,000 feet of trail from Five Corners to the intersection of Highway 60 and Horns Corners in the Town of Cedarburg and a 4,000-foot bike lane from First Avenue to the Milwaukee River in the Village of Grafton.

The existing stretches of trail would likely continue to be maintained by the town and village, county Planning and Parks Director Andrew Struck said.

Struck said in a memo the new trail will "address connectivity gaps" between the Village of Grafton and the Town of Cedarburg, address safety concerns and "facilitate coordination" of "future bike and pedestrian amenities" between the village and town of Grafton and city and town of Cedarburg.

The project requires the county to contribute 20%, or \$109,246, to the project.

Struck said he expects the matching funds to come from donations and municipal contributions.

The county Highway Department will likely do the construction work, Struck said.

A second, not-yet-funded phase is planned that would extend the Highway 60 trail to the Washington County line, Struck said.

Construction of the first phase would be coordinated with the planned reconstruction of Highway 60 in 2026 from First Avenue to Five Corners, Struck said.

The Ozaukee Interurban Trail is a 30-mile paved pedestrian and bicycle trail that stretches the length of the county from Milwaukee to Sheboygan County, following the path of the old Interurban Electric Railway.



Fredonia

Ozaukee Press

Page 8B

Thursday, March 23, 2023

Egg hunt is April 8

The annual Easter egg hunt in Fredonia will be held at 10 a.m. Saturday, April 8.

Eggs filled with goodies will be strewn across Waubedonia Park for children 7 and younger to find. Ten eggs have prize certificates for Easter baskets or large stuffed animals.

People are asked to enter the park at the east entrance for the event.

The Waubeka Flag Day VFW Auxiliary Post 7037 and the Waubeka 4-H Club are sponsoring the event.

To it May Concern,

Thank you so much for
your care and improvements
to Covered Bridge Park. My
dog Bodhi & I very much
appreciate the park and
its many features. We
spend a lot of time there
on a regular basis. Thanks
again for all you do!

Happy Holidays
& a healthy New Year
John Hoff

Attachment: Thank You Note, Covered Bridge Park, 12.2022

