



AGENDA
OZAUKEE COUNTY BOARD
REGULAR MEETING
WEDNESDAY, MAY 3, 2023 – 9:00 AM
ADMINISTRATION CENTER - ROOM A-204
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

THE FOLLOWING BUSINESS WILL BE BEFORE THE COUNTY BOARD FOR INITIATION, DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION:

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:

[County Board 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. PLEDGE OF ALLEGIANCE TO THE FLAG

3. APPROVAL OF MINUTES

- a. April 5 & 18, 2023 Minutes

4. PUBLIC COMMENT

Legislative Update

Chairperson's Proclamation

5. COMMUNICATIONS

United Way Letters of Support

6. CLAIMS

7. REPORT OF COUNTY ADMINISTRATOR

County Administrator's Report May 2023

Administration Center Security

County Support of Municipal Email

Lasata Campus CBRF Update

WCA Conference

Highway Operational Analysis

8. RESOLUTIONS

RES.23-1: Declaring May 6, 2023 Roy Coulson Harms Day in Ozaukee County

RES.23-2: Increase of Revenue 2023 - Planning & Parks

RES.23-3: REVISED \$1,140,000 Ozaukee County Not-For-Profit Organizations for Capital Improvements and a One-Time Operational Grant From the \$5,000,000 Ozaukee County EMS Grant Program Financed with American Rescue Plan Act Funds

RES.23-4: Ozaukee Washington Land Trust Held Conservation Easement For Clay Bluffs Cedar Gorge Nature Preserve In The Ozaukee County Park System

RES.23-5: Application And Acceptance of Outdoor Recreation Trail Aids - County
Snowmobile Trail Aids Funding Through The Wisconsin Department Of
Natural Resources

9. ORDINANCES

ORD.23-1: Shoreland & Floodplain Zoning Map Amendment - Town of Belgium,
Section 6

10. COMMITTEE APPOINTMENTS/REAPPOINTMENTS

11. COMMITTEE REPORTS AND SUPERVISOR ANNOUNCEMENTS

12. ADJOURNMENT

Ozaukee County Board**AGENDA INFORMATION SHEET**

AGENDA DATE:	May 3, 2023
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Tyler Quaas

Agenda Summary April 5 & 18, 2023 Minutes

April 5, 2023

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_04052023-3230>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_04052023-3230)

April 18, 2023

[<https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_04182023-3234>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_04182023-3234)

OZAUKEE COUNTY BOARD

Ozaukee County Board

AGENDA INFORMATION SHEET

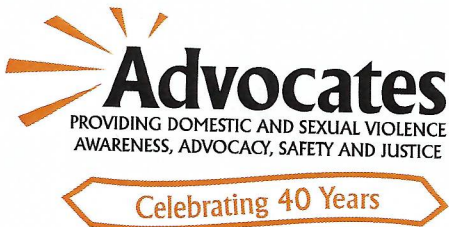
AGENDA DATE:	May 3, 2023
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Tyler Quaas

Agenda Summary United Way Letters of Support

ATTACHMENTS:

- United Way Letters of Support (PDF)

OZAUKEE COUNTY BOARD



Business: 262.284.3577 | Fax: 262.284.440

April 20, 2023

Dear County Board Members,

I am writing in support of funding for the Community Services Navigator collaboration. This is a true collaboration, of the type we are always encouraged to, with each entity bringing different expertise to the table. The partners are all leaders in the community and bring many years of experience and expertise to the table.

While this is not a capital project in the sense of building something concrete it is a capital project in the sense of building a stronger, healthier and more self-sustaining population in our community. Without residents who are able to take care of themselves and to thrive our community will soon start seeing a large cost for additional human service needs. This vital program can short circuit that need and get residents to a safe and stable situation where they can contribute to our community rather than take from it. This will not be the case for every situation we run into but so far it has been the case for the majority of those we have seen.

Please consider investing \$200,000 in this position. The \$200,000 is not just for salary but also for child care while residents are at appointments, taxi vouchers and gas cards, supplies and other costs and benefits. This \$200,000 would be a bedrock for us to raise funding on. It would say to foundations and other funders that Ozaukee County believes in this program and is willing to support its inception. We are used to getting start up funding and then using that as leverage to raise other funding to keep programs going. It is what all non-profits do. Please help us do that with this important position and keep the more vulnerable of the residents of the county moving forward from a life of merely existing to a life of safety and thriving.

Sincerely,

Barb Fischer
Executive Director
Advocates of Ozaukee

Attachment: United Way Letters of Support (United Way Letters of Support)

April 26, 2023



Dear County Board,

I am writing to provide you some additional information regarding our request for funding on the Community Services Navigator Program (CSN). As you read through the letters of support by our non-profit partners, health and human services and business leaders you can see that this county-wide initiative came from a recognition that many social services are being underutilized; clients do not know about all of the resources or do not have the skills to navigate the systems. These challenges were amplified in people with multiple issues or those impacted by violence, abuse, and neglect.

The group of six that initially collaborated on this project and researched various service delivery models throughout the country included: Advocates of Ozaukee, Lakeshore Regional Child Advocacy Center, Ozaukee Family Services, Ozaukee County Health and Human Services, Sirona Recovery and United Way of Northern Ozaukee. Our research led us to the efficacy of a navigator as a model for addressing gaps in services and removing barriers to accessing care. Our next step was to establish an Interagency Agreement between the agencies and outline roles and responsibilities, collaboration objectives, and a system of measuring the types of impact the navigator had with the client. (see completed MOU) As organizations struggled coming out of the pandemic with additional expenses, overhead costs, salary hikes, and increased demand for services, UWNO recognized that their partner agencies could not take on the expense of a new start up program. Together, however, by pooling our resources and capabilities we were able to pull this program ahead and help people access the resources more efficiently.

UWNO has a Community Impact fund established that over the years have provided seed money for an emerging need. This fund is similar to an incubator fund in which United Way of Northern Ozaukee helps launch a new program with test performance data: This positions an agency(ies) to successfully apply for future matching funds from other revenue sources once the program has been established and they can demonstrate that the program has measurable outcomes. The CSN program is the only program that UWNO committed to funding at 100%.

In 2022 we began to set aside additional funding from our event revenue stream to fund the CSN program. We thought we would start out as a part time employee so we could build up the resources. However, the need was greater than we anticipated and it was hard to get qualified candidates with a part time salary. To date, we have invested approximately \$40,000 putting the infrastructure in place to support this program. Having the ARPA funding ensures that we can continue to support our current 14 critical program initiatives and not jeopardize our funding commitments to those long-term partnerships. It also will give us the time that we need to build up and set aside funding for this position longer term.

Attachment: United Way Letters of Support (United Way Letters of Support)

For your review, I have provided a copy of the data collected for the last six months from the CSN. The data is not comprehensive because of the short period we have been collecting. It does indicate the number# of people who were helped, the referral sources, client needs, and the interpersonal support they received. (see CSN 2022 Year End Report)

I have also provided a snapshot of the program costs. Please note that United Way of Northern Ozaukee will not retain any of that funding for administering the program nor will our collaborating partners receive any administrative support. All parties involved in this initiative have agreed to support the program thru mentoring and building a sustainable, comprehensive and coordinated delivery of health and human services to our most vulnerable and at-risk populations.

We recognize that there is a clear community need for a trained care coordinator that can work across inter-agency boundaries to improve access and supports for our most vulnerable. We believe this is an excellent investment of ARPA funding and meets the guidelines put forth of "Support for vulnerable populations to access medical or public health services". The CSN will ensure that Ozaukee County residents can access nutritious food, the prevention and ending of homelessness, and support for those impacted by violence, abuse, and neglect.

I would like to thank you for your consideration throughout this process and for providing organizations like ours with opportunities to continue to build strong communities where everyone achieves their full potential through Education, Financial Stability and Health.

Sincerely,

Barbara Bates-Nelson
Executive Director
United Way of Northern Ozaukee
unitedwayno@gmail.com
248 613 7855

Attachment: United Way Letters of Support (United Way Letters of Support)

April 25, 2023

To Whom it May Concern:

I am writing in support of funding the Community Services Navigator program. Sirona Recovery partnered with United Way of Northern Ozaukee, Advocates of Ozaukee, Lakeshore Regional Child Advocacy Center, Ozaukee Family Services, and Ozaukee County Health and Human Services to create this program. This was in response to a collective experience that more and more residents were confronted with barriers to accessing needed services, which was exacerbated by the COVID-19 pandemic. Additionally, we identified a concerning rise in the complexity and severity of issues facing the clients and families by the time they reached our various non-profit and government agencies for services.

The Community Service Navigator program is a low-barrier approach to connect the most vulnerable and at-risk residents quickly and comprehensively to needed services including medical providers, mental health services, substance treatment, and many community resources. Because the Community Service Navigator operates as a collaboration among these entities, there is a robust offering of service options, communication, and continuity of care throughout the county.

The collaboration has proven successful and further demonstrated the benefits of multiple agencies working together to oversee this program as it has helped us to move from a model with silos to one with more coordination of services for clients. Research tells us that centralized and coordinated care is foundational to the wellbeing of clients and families. When needs are met before someone reaches a state of crisis, it leads to better outcomes for the person, but also for the community and taxpayers by reducing costs, such as those associated with criminal justice involvement and hospitalization. Through this effort, many vulnerable clients have received needed services so they can regain stability and move forward in their lives.

I ask your serious consideration of allocating the \$200,000 requested to support this impactful program in the community.

Sincerely,



Sarah Wang, MS, LPC
Administrator
Sirona Recovery

Dear members of the Ozaukee County Board,

I am writing to express my support for United Way of Ozaukee County as a potential funding recipient. I am currently a Managing Director at the Kacmarcik Center for Human Development. Of all the good work done during my time at the Kacmarcik Center, I am most proud of the collaboration with United Way and Advocates of Ozaukee to design and execute on programming that supports their clients. Together we are helping uplift individuals from challenging circumstances and provide high-impact coaching as well as tool that enhance self-reflection and discovery. This will result in transformed and improved lives, ready to move on from trauma and start flourishing in life.

I can attest to the professionalism and care exhibited by United Way of Ozaukee County and believe in Barbara, as she has big plans for making an impact on the region.

Sincerely,



Michael Sapiro

April 25, 2023

To Whom it May Concern:

I am writing in support of the Community Navigator position funded by the United Way of Northern Ozaukee. A 2021 Office of Crime Victim Services Survey reported difficulty people had in finding community resources. Many respondents said that they gave up on the process because it was too cumbersome to try to do, especially when they were often suffering from trauma. These are things Human Services staff and the non-profit sector see individuals struggle with as well.

Throughout 2021, Ozaukee County Human Services, United Way of Northern Ozaukee, Sirona Recovery, Ozaukee Family Services, Lakeshore Child Advocacy Center and Advocates of Ozaukee County met and discussed ways to support of our community members with accessing services. We all agreed the addition of a Community Navigator position was a way help people struggling with getting into and/or following up with services. We also agreed the position would not be a part of Human Services for multiple reasons. First, the cost of the position would be considerably higher if the Human Services Department hosted the position (*at least* \$25,000 more annually). Second, having the position as a part of a non-profit supports a shared responsibility and understanding of the position's goals. A County position limits input and influence of workflow from other service providers. Ultimately, the County takes ownership of their positions and makes decisions that include factors outside of a non-profit agency's focus area. Third, the stigma of coming to Human Services was considered in deciding which entity would host the position.

The Community Services Navigator assists in the following areas:

- Refer and connect to community resources such as social services, mental health services, substance abuse services, homelessness/ housing assistance, medical care where necessary and case management.
- Problem-solve barriers to access
- Assist in navigating the variety of services needed

Thus far since the inception of the position, the group of non-profit agencies and Human Services have seen positive results on cases the Navigator has worked with, increased awareness of the needs in the community and positive feedback from referral sources. Ozaukee County is very fortunate to have a non-profit community that are invested in their residents.

Sincerely,



Liza Drake



**DEPARTMENT
OF
HUMAN
SERVICES**

Director,
Liza Drake

*Aging & Disability
Services Manager,*
Kay-Ella Dee

*Behavioral Health
Manager,*
Emily Plahna

*Children & Families
Manager,*
Kim Quam

*Economic Support
Manager,*
Darsell Johns

*Office Services
Manager,*
Mike Cosgrove

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(ADRC)

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(Main)
262-268-7726
(ADRC)

Email:
dhs@co.ozaukee.wi.us
(Main)
adrc@co.ozaukee.wi.us
(ADRC)

Website:
www.co.ozaukee.wi.us

Attachment: United Way Letters of Support (United Way Letters of Support)



Lakeshore Regional
Child Advocacy Center

lakeshorecac@gmail.com

262-358-9080

134 South Foster Drive
Saukville, Wisconsin 53080

April 26, 2023

Dear County Board Members,

As the executive director of Lakeshore Child Advocacy Center and a member of the founding team behind the Community Service Navigator initiative, I want to express my unwavering support. As a part of the network of human service agencies that provide crucial services to the Ozaukee County community, I fully recognize that we face some of the same struggles that many communities do, including service gaps or lack of information that can leave individuals in a state of gripping need and crisis.

In fact, the first year of this initiative has demonstrated that in spades – that there are individuals who don't quite fit or don't know how they fit into the service window of our existing nonprofits. The Community Service Navigator has not only captured a large swath of these individuals, but has connected them, with caring and compassionate support, to the services that are available. The Community Service Navigator has collected data that has allowed the leaders in our human services network to evaluate not only our services but how we collaborative with each other and the community. In short, the initiative has been invaluable to a post-COVID community that is rife with complex trauma and compound needs - housing, medical care, employment, and mental health needs to name a few.

I challenge each of you to look beyond the classifications of capitol vs. operating costs and see that without the Community Service Navigator individuals in our community could potentially be left to suffer through potentially traumatic health, financial, and personal crises. I urge you to see the value in supporting a new program that is tackling an unmet need and ensuring efficient and timely use of the services that already exist. Support the collaborative initiative that is the Community Service Navigator.

Sincerely,

Amanda R. Didier

Attachment: United Way Letters of Support (United Way Letters of Support)



April 25, 2023

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I ask your serious consideration of allocating the \$200,000 requested to support this impactful program in the community.

Sincerely,

Sarah Wang, MS, LPC
Administrator
Sirona Recovery

Lisa Holtebeck
Lisa Holtebeck, MSW
Executive Director
Ozaukee Family Services

Ozaukee County Board

AGENDA INFORMATION SHEET

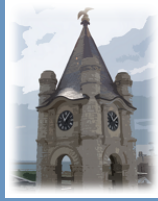
AGENDA DATE: May 3, 2023
DEPARTMENT: Administrator
DIRECTOR: Jason Dzwinel
PREPARER: Jason Dzwinel

Agenda Summary County Administrator's Report May 2023

ATTACHMENTS:

- County Administrator's Report May 2023 (PDF)

OZAUKEE COUNTY BOARD



County Administrator's Report

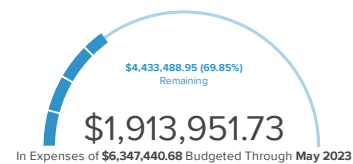
May 3, 2023

FINANCE

- 44 employees submitted a Possible Intent to Appeal form in response to our recent compensation study for 30 unique positions.
- Auditors on-site week of May 22nd to complete the 2022 audit.

Finance Committee

Data Updated Apr 23, 2023, 3:01 PM | [Prorated Budget](#)

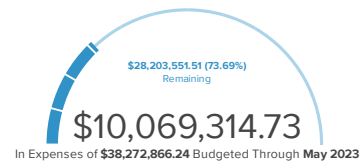


HUMAN SERVICES

- Lasata Campus Administrator starts May 8

Human Services

Data Updated Apr 23, 2023, 3:01 PM | [Prorated Budget](#)

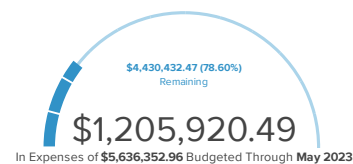


NATURAL RESOURCES

- Approved Easement for Clay Bluffs

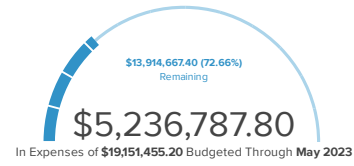
Natural Resources

Data Updated Apr 23, 2023, 3:01 PM | [Prorated Budget](#)

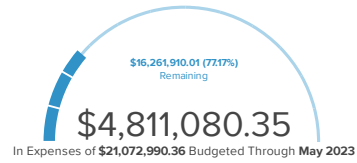


PUBLIC SAFETY -

- Construction on Justice Center Training and Storage Building began April 24
- Hiring challenges in Dispatch and Patrol

Public SafetyData Updated Apr 23, 2023, 3:01 PM | [Prorated Budget](#)**PUBLIC WORKS**

- Reviewed 2022 Financials - equipment purchases impacting reimbursement
- Covered Bridge Open

Public WorksData Updated Apr 23, 2023, 3:01 PM | [Prorated Budget](#)

RESOLUTION NO. 23-1

DECLARING MAY 6, 2023 ROY COULSON HARMS DAY IN OZAUKEE COUNTY

WHEREAS, Roy Coulson Harms was born on August 24, 1916 in the Village of Grafton in Ozaukee County; and

WHEREAS, Roy Coulson Harms graduated from Grafton High School in 1934 and was Grafton's first Eagle Scout; and

WHEREAS, Roy Coulson Harms joined the U.S. Army Air Forces in 1938 and was a member of the 329th Bombardment Squadron, 93rd Bombardment Group.

WHEREAS, On August 1, 1943, Roy Coulson Harms piloted a B-24 Liberator bomber that sustained significant enemy fire and crashed on the approach to the oil refineries of Ploesti, Romania in OPERATION TIDAL WAVE; and

WHEREAS, Roy Coulson Harms lost his life in the incident along with eight of his crew, and his remains were not identified from among remains recovered from the area after World War II; and

WHEREAS, Roy Coulson Harms was posthumously awarded the Distinguished Flying Cross, Air Medal, Purple Heart as well as other medals; and

WHEREAS, Roy Coulson Harms shares the name of the Rose-Harms Legion Post #355 with WWI Corporal Fred Rose; and

WHEREAS, a historical and scientific review determined that a set of unidentified remains recovered after OPERATION TIDAL WAVE were positively identified as Roy Coulson Harms after being disinterred from the Ardennes American Cemetery in Neupre, Belgium; and

WHEREAS, after almost eighty years, the remains of Roy Coulson Harms will return to Ozaukee County for burial on Saturday, May 6, at the Woodlawn cemetery on 3rd Ave. in Grafton;

NOW, THEREFORE, BE IT RESOLVED, by the Ozaukee County Board of Supervisors that May 6, 2023 be proclaimed Roy Coulson Harms Day in Ozaukee County; and

FURTHER RESOLVED, that all citizens of Ozaukee County are called upon to remember and honor Roy Coulson Harms and the entire crew of the B-24 Liberator to the United States of America and the citizens of Ozaukee County for their honorable service and for making the ultimate sacrifice on May 6, 2023 and henceforth;

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

SUMMARY: Declaring May 6, 2023 be proclaimed Roy Coulson Harms Day in Ozaukee County

VOTE REQUIRED: Majority

05/01/23

Executive Committee

APPROVED

RESULT: **APPROVED [UNANIMOUS]**

MOVER: D. Irish, Supervisor District 17

SECONDER: R. Nelson, Supervisor District 6

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke, Irish

EXECUTIVE COMMITTEE

Executive Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	May 3, 2023
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Declaring May 6, 2023 Roy Coulson Harms Day in Ozaukee County

BACKGROUND INFORMATION: After almost eighty years, the remains of Lt. Harms have recently been identified and will return to Grafton for burial on Saturday, May 6, at the Woodlawn Cemetery on 3rd Ave. in Grafton. He will be interred with his parents at a Noon ceremony with full military honors.

ANALYSIS: This Resolution will declare May 6, 2023 Roy Coulson Harms Day in Ozaukee County. Normally recognitions are presented to the County Board as a Proclamation, however, to honor Lt. Harms and include this resolution into Ozaukee County's Official Proceedings this is being presented as a Resolution.

RECOMMENDED MOTION: Approve Resolution declaring May 6, 2023 Roy Coulson Harms Day in Ozaukee County.

ATTACHMENTS:

- Harms poster final (PDF)

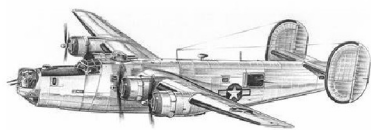
Procession and Ceremony for WWII Pilot Lt. Roy Harms



Saturday, May 6, 2023

Procession: North St. in Grafton from 12th Avenue to 3rd Ave. at 11:15.

Ceremony: Noon in Woodlawn Cemetery at 3rd Ave. and North with full military honors.



All citizens are encouraged to line North St. in silence to honor this local hero and follow the procession to the cemetery. All Grafton residents are encouraged to fly a flag on May 6th.

For more details go to: www.ochs.co.ozaukee.wi.us

RESOLUTION NO. 23-2

INCREASE OF REVENUE 2023 - PLANNING & PARKS

RESOLVED, by the Ozaukee County Board of Supervisors, that budgets be increased in the accounts as follows:

Department / Program

	<u>Account Number</u>	<u>Account Name</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
Planning & Parks				
Expense	222-1-01-51101-000	Regular Salaries and Wages	\$30,002	
Expense	222-1-01-52202-000	Travel	598	
Expense	222-1-01-53601-000	Other Material Supplies	20,000	
Expense	222-1-01-54106-000	Professional Services	15,000	
Expense	222-1-01-55103-000	Highway - Grounds	68,400	
		Maintenance/Construction		
Revenue	222-1-01-45901-000	Private Foundations - FFLM		\$134,000
		Virmond Stormwater		
		Wetland		
Expense	221-1-01-54533-000	Contracted Outside	\$1,000	
		Employment		
Revenue	221-1-01-45901-000	Private Foundations - NRF		\$1,000
		Quiet Trails MeeKwon		
Expense	221-1-01-54533-000	Contracted Outside	\$2,000	
		Employment		
Revenue	221-1-01-45901-000	Private Foundations -		\$2,000
		SEWISC Covered Bridge		
		Invasives		

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

SUMMARY: Fund for Lake Michigan Grant - \$134,000, Natural Resources Foundation (NRF) Norma and Stanley DeBoer Quiet Trails Fund Grant - \$1,000, and Southeastern Wisconsin Invasive Species Consortium, Inc. (SEWISC) Assistance Program Grant - \$2,000

VOTE REQUIRED: Two-Thirds of Members Elect

04/27/23

Finance Committee APPROVED

RESULT: **APPROVED [UNANIMOUS]**
MOVER: D. Larson, Vice-Chairperson
SECONDER: E. Stelter, Supervisor District 18
AYES: Melotik, Larson, Winker, Stelter, Hagen

FINANCE COMMITTEE

Finance Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	May 3, 2023
DEPARTMENT:	County Clerk
DIRECTOR:	Julie Winkelhorst
PREPARER:	Tyler Quaas

Agenda Summary Increase of Revenue 2023 - Planning & Parks

ATTACHMENTS:

- Planning & Parks (PDF)

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.

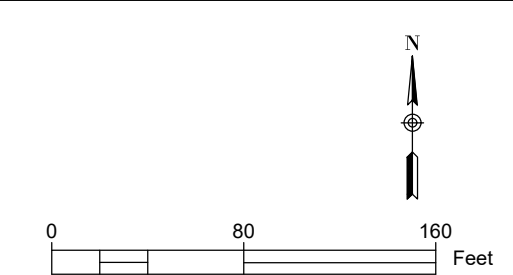
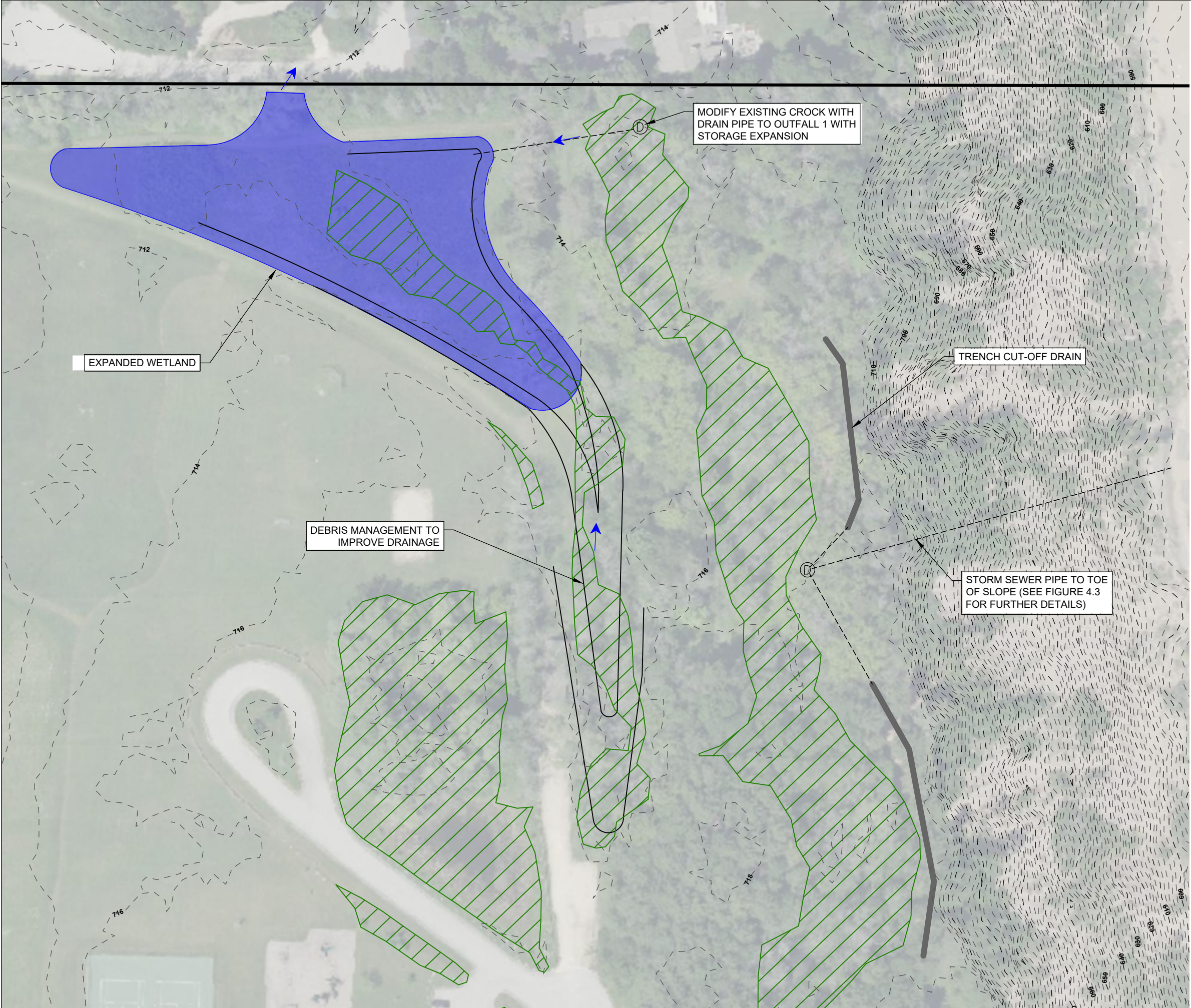
NATURAL RESOURCES COMMITTEE

RESULT: **APPROVED AND FORWARDED [UNANIMOUS]**Next: 4/27/2023 8:00 AM

MOVER: B. Ross, Supervisor District 19

SECONDER: K. Schoessow, Supervisor District 23

AYES: Holyoke, Jobs, Ross, Matera, Schoessow



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

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

8.a

247 W. FRESHWATER WAY, SUITE 410
MILWAUKEE, WI 53204
PHONE: (414) 810-1245
WWW.STORMWATER-SOLUTION-ENGINEERING.COM

GZA GeoEnvironmental
Engineers and Scientists
www.gza.com

17975 WEST SARAH LANE, SUITE
BROOKFIELD, WI 53045
PHONE: (262) 754-2560
WWW.GZA.COM

OZAUKEE COUNTY

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

SHEET NAME: CONCEPTUAL DRAINAGE DESIGN - AREA 1	PROJECT NAME: SURFACE WATER AND GROUNDWATER STUDY FOR VIRMOND PARK	PROJECT ADDRESS: 10606 NORTH LAKESHORE DRIVE

ISSUED FOR:	REV:	DATE

DRAWN BY:	KLK
REVIEWED BY:	ARC
APPROVED BY:	CBG
DATE:	July 2021

SEAL AND SIGNATURE

PROJECT NUMBER:
SITE NUMBER:

FIGURE

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.

8.a

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.

NATURAL RESOURCES COMMITTEE

RESULT: **APPROVED AND FORWARDED [UNANIMOUS]Next: 4/27/2023 8:00 AM**

MOVER: B. Ross, Supervisor District 19

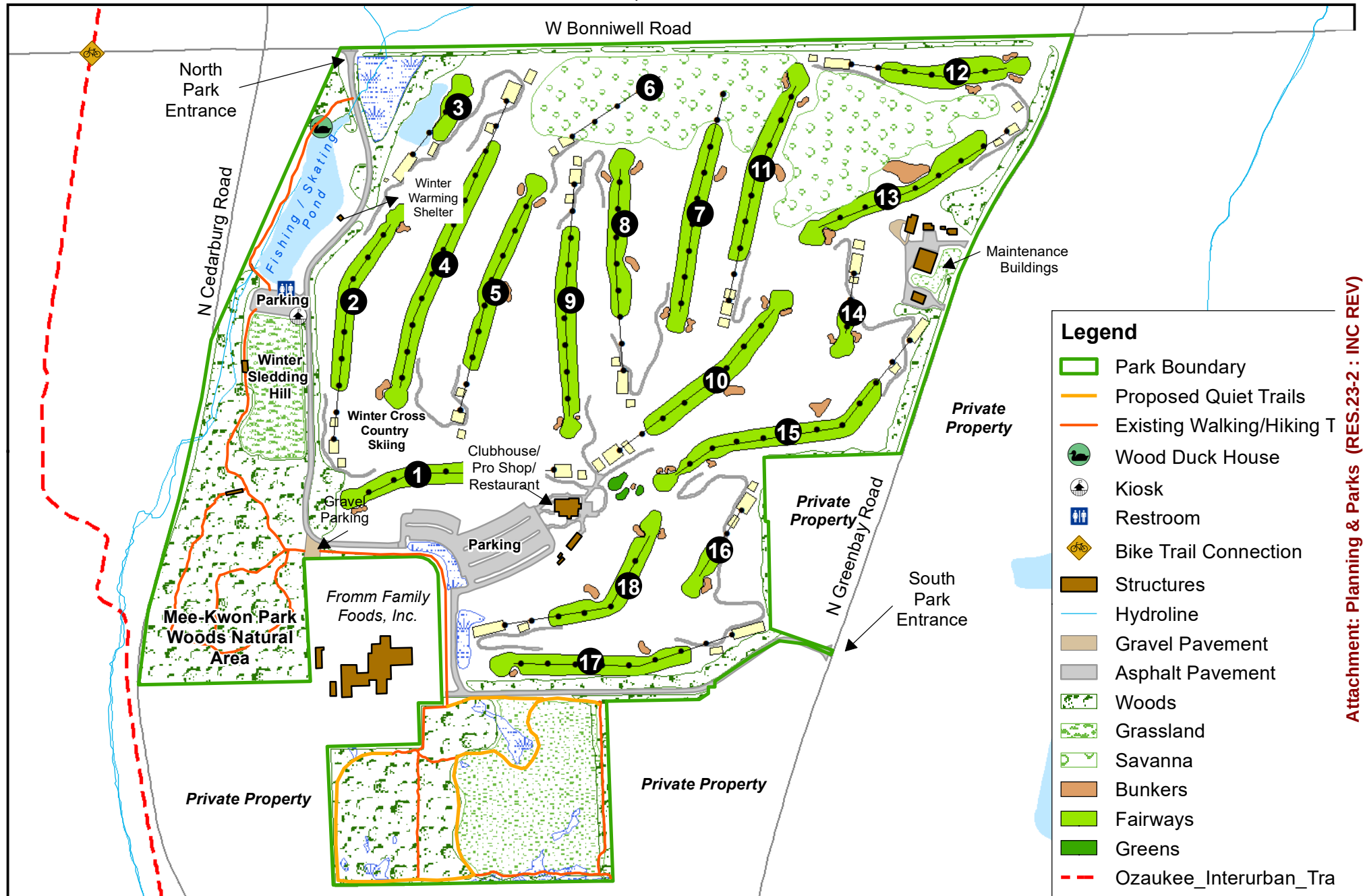
SECONDER: K. Schoessow, Supervisor District 23

AYES: Holyoke, Jobs, Ross, Matera, Schoessow

Attachment: Planning & Parks (RES.23-2 : INC REV)

Mee-Kwon County Park NRF - Quiet Trails Grant

8.a



Attachment: Planning & Parks (RES.23-2 : INC REV)

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

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.

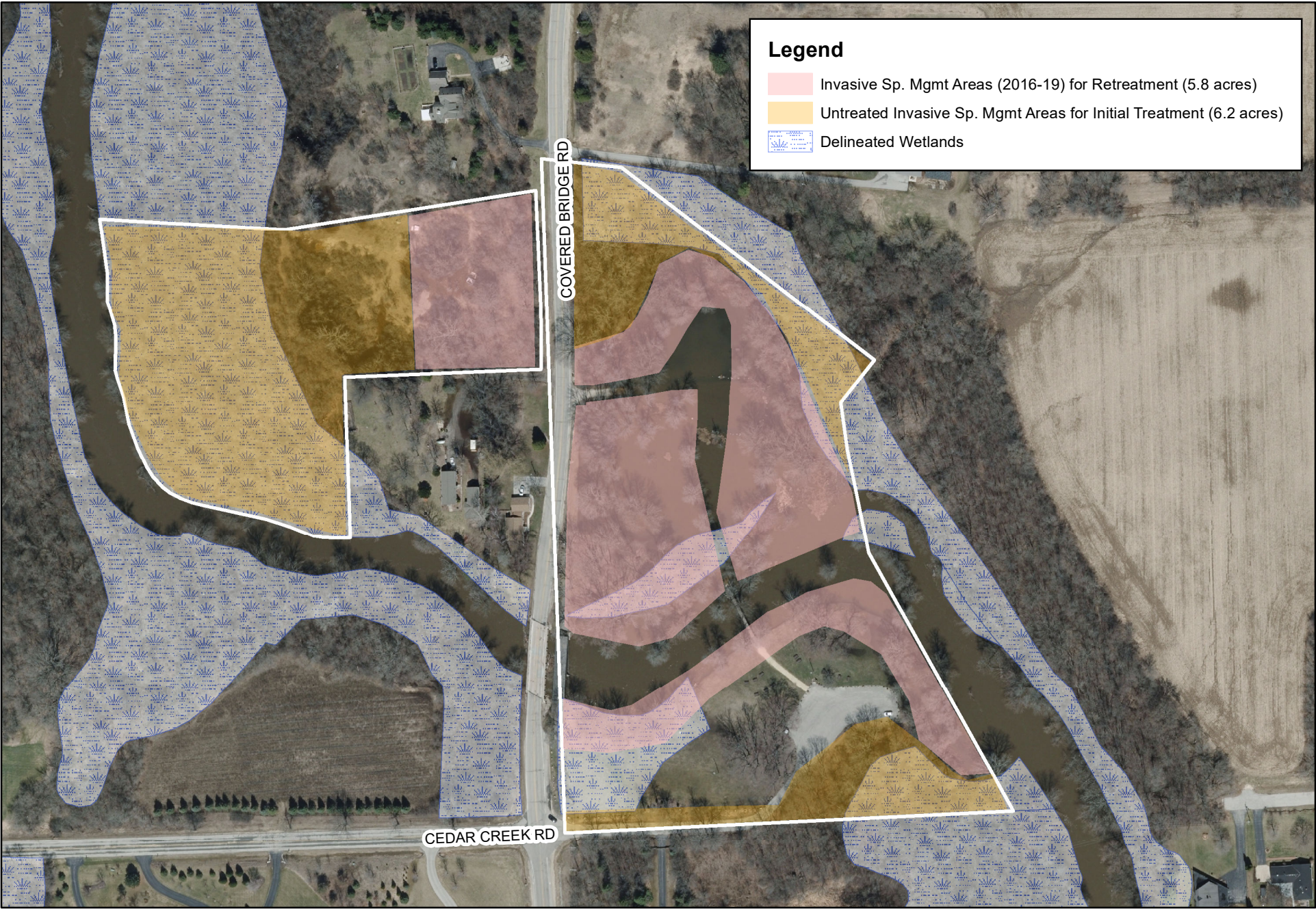
RECOMMENDATION: Approve and recommend to the Ozaukee County Board of Supervisors the budget amendment for the Southeastern Wisconsin Invasive Species Consortium, Inc. Assistance Program grant for invasive species management in Covered Bridge County Park.

NATURAL RESOURCES COMMITTEE

RESULT: **APPROVED AND FORWARDED [UNANIMOUS]** Next: 4/27/2023 8:00 AM
MOVER: B. Ross, Supervisor District 19
SECONDER: T. Matera, Supervisor District 7
AYES: Holyoke, Jobs, Ross, Matera, Schoessow

Attachment: Planning & Parks (RES.23-2 : INC REV)

Covered Bridge County Park



RESOLUTION NO. 23-3

REVISED - \$1,140,000 OZAUKEE COUNTY NOT-FOR-PROFIT ORGANIZATIONS FOR CAPITAL IMPROVEMENTS AND A ONE-TIME OPERATIONAL GRANT FROM THE \$5,000,000 OZAUKEE COUNTY EMS GRANT PROGRAM FINANCED WITH AMERICAN RESCUE PLAN ACT FUNDS

WHEREAS, The American Rescue Plan Act signed into law by the Federal Government on March 11, 2021 has made available \$17,330,133 to Ozaukee County in an effort to provide economic relief to the public following the COVID-19 Pandemic; and

WHEREAS, The American Rescue Plan Act allows units of government receiving the funds to replace lost public sector revenue to provide government services up to the amount of revenue lost due to the pandemic; and

WHEREAS, the public sector revenue loss formulas established by the United States Department of the Treasury in the Coronavirus State and Local Fiscal Recovery Funds Final Rule allow Ozaukee County to allocate \$17,330,133 as funds used to replace lost public sector revenue to provide government services by calculating the amount of revenue lost due to the pandemic; and

WHEREAS, American Rescue Plan Act funds used to replace public sector revenue losses are more flexible and may be used for a broad range of government services, programs and projects outside of typical eligible uses of recovery funds under the final rule including support to non-government entities; and

WHEREAS, the American Rescue Plan Act funds must be obligated by December 31, 2024 for projects scheduled for completion no later than December 31, 2026; and

WHEREAS, the use of American Rescue Plan Act funds for capital projects and other one-time operational expenses allows Ozaukee County to adhere to the legislative timelines in the United States Department of the Treasury in the Coronavirus State and Local Fiscal Recovery Funds Final Rule; and

WHEREAS, Ozaukee County Not-For-Profit organizations submitted proposals for capital projects and other one-time operational expenses to the Department of Administration for evaluation and grading for the review and recommendation by the Executive Committee; and

WHEREAS, Executive Committee recommends the following list of recommended projects for consideration by the County Board to support the Not-For-Profit organizations who partner with Ozaukee County for service delivery to the citizenry.

NOW, THEREFORE, BE IT RESOLVED, by the Ozaukee County Board of Supervisors that the following projects be approved and adopted for completion from the Ozaukee Emergency Medical Services Grant Program from American Rescue Plan Act funds, as established by Resolution 21-72 on April 6, 2022, in the line-item accounts detailed below;

219-1-01-60000-025 Advocates of Ozaukee: \$150,000 - Establishing a project contingency of 15% for the \$1,000,000 CBDG Grant to expand the Advocates Facility

219-1-01-60000-026 Ozaukee Family Sharing: \$80,000 - Purchase of a refrigerated truck

219-1-01-60000-027 Ozaukee Family Services: \$200,000 - Capital improvement projects at the

Ozaukee Family Services Facility

219-1-01-60000-028 Ozaukee Food Alliance: \$150,000 - Capital improvement projects at the Ozaukee Food Alliance Facility

219-1-01-60000-029 Ozaukee Not for Profit Center: \$200,000 - Capital improvement projects at the Ozaukee Not for Profit Center Facility

219-1-01-60000-030 Portal Incorporated: \$200,000 - Capital improvement projects at the Portal Incorporated Facility

219-1-01-60000-031 United Way of Northern Ozaukee: \$200,000 - One-time operational grant to support the Community Services Navigator Program

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

SUMMARY: Executive Committee recommendation of Not-For-Profit projects funded in 2023 with American Rescue Plan Act Funds

VOTE REQUIRED: Two-Thirds of Members Elect

Motion: Divide the question and vote on each project separately

EXECUTIVE COMMITTEE

RESULT: **APPROVED [5 TO 1]**

MOVER: D. Irish, Supervisor District 17

SECONDER: P. Melotik, Vice-Chairperson

AYES: Schlenvogt, Melotik, Wolf, Holyoke, Irish

NAYS: Nelson

Motion: Establish a project contingency of 15% for the \$1,000,000 CBDG Grant to expand the Advocates Facility

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: D. Irish, Supervisor District 17

SECONDER: R. Nelson, Supervisor District 6

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke, Irish

Motion: Increase funds to Ozaukee Family Sharing from \$40,000 to \$80,000 for the purchase of a refrigerated truck

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: M. Wolf, Supervisor District 11

SECONDER: D. Irish, Supervisor District 17

AYES: Schlenvogt, Wolf, Nelson, Holyoke, Irish

Motion: Fund Ozaukee Family Sharing \$80,000 for the purchase of a refrigerated truck as revised

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: M. Wolf, Supervisor District 11

SECONDER: R. Nelson, Supervisor District 6

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke, Irish

Motion: Fund Ozaukee Family Services \$200,000 to assist with capital improvement projects

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: D. Irish, Supervisor District 17

SECONDER: R. Nelson, Supervisor District 6

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke, Irish

Motion: Fund Ozaukee Food Alliance \$150,000 to assist with capital improvement projects

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: M. Wolf, Supervisor District 11

SECONDER: P. Melotik, Vice-Chairperson

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke, Irish

Motion: Fund Ozaukee Not for Profit Center \$200,000 to assist with capital improvement projects

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: R. Nelson, Supervisor District 6

SECONDER: R. Holyoke, Supervisor District 22

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke, Irish

Motion: Fund Portal Incorporated \$200,000 to assist with capital improvement projects

EXECUTIVE COMMITTEE

RESULT: **APPROVED [UNANIMOUS]**

MOVER: P. Melotik, Vice-Chairperson

SECONDER: R. Nelson, Supervisor District 6

AYES: Schlenvogt, Melotik, Wolf, Nelson, Holyoke, Irish

Motion: Fund United Way of Northern Ozaukee \$200,000 as a one-time operational grant to support the Community Services Navigator Program

EXECUTIVE COMMITTEE

RESULT: **APPROVED [5 TO 1]**

MOVER: M. Wolf, Supervisor District 11

SECONDER: D. Irish, Supervisor District 17

AYES: Schlenvogt, Wolf, Nelson, Holyoke, Irish

NAYS: Melotik

05/01/23

Executive Committee

EXECUTIVE COMMITTEE

Executive Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	May 3, 2023
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary REVISED - \$1,140,000 Ozaukee County Not-For-Profit Organizations for Capital Improvements and a One-Time Operational Grant From the \$5,000,000 Ozaukee County EMS Grant Program Financed with American Rescue Plan Act Funds

DIVIDING THE QUESTION: A request has been made to allow the Executive Committee or County Board to vote on individual project recommendations included in this Resolution. The proper way to separate out individually funded projects is to use a motion to divide the question. This avoids the inefficiency of considering redundant resolutions with Executive Committee and County Board votes, but also the publishing requirements for Resolutions per State of Wisconsin Statute. A memo explaining a motion to divide the question is included as an attachment to this action item.

BACKGROUND INFORMATION: After the February 27, 2023 discussion with the Executive Committee on Not-for-Profit Grants with the County Administrator the following parameters were established. Funding within the quarter two, three and four of the 2022 EMS Grant allocation, focused on one-time capital and/or operational expenditures. The County Administrator reviewed of the Not-for-Profit requests and held discussions with some of their organizational staff and presented following projects are presented to the Executive Committee for consideration.

ANALYSIS: The total allocation for these projects is \$1,140,000. The funding recommendation is allocating a portion of the \$5,000,000 of the EMS funding. Approximately seven months passed between the approval of the program in April of 2022 and the execution of the Subrecipient Agreements. Using the intended thirty-month timeline for the program this would make \$1,155,000 available assuming a monthly expenditure of \$165,000 per month. Quarterly EMS grant reporting will be due before April 14, 2023, and the municipal sustainability plans will be due by May 1, 2023 which will better inform staff and committee on the funds that the county can commit for the remainder of the grant period. *This is an identified risk. It is the recommendation of the County Administrator that these estimates would benefit from a thorough review of the EMS Grant quarterly reporting and sustainability plans.*

RECOMMENDED PROJECTS

- Advocates Building Expansion: \$150,000

This is an allocation to set aside funds for the \$1,000,000 CBDG Grant project to expand

the Advocates facility. The funds would be set aside for a 15 percent project contingency and if unused allocated to other facility enhancements. Projects bids will be reviewed on March 30th.

- Family Sharing: \$40,000

This is an allocation to fund the purchase of a refrigerated van for Family Sharing.

- Ozaukee Family Services: \$200,000

This is an allocation to assist with a roofing project, water mediation and other improvements at the Ozaukee Family Services facility.

- Ozaukee Food Alliance: \$150,000

This is an allocation to fund the Food Market and a roofing project at the Ozaukee Food Alliance facility.

- Ozaukee Not for Profit Center: \$200,000

This is an allocation to fund a roofing project at the Ozaukee Not for Profit Center facility.

- Portal Incorporated: \$200,000

This is an allocation to fund a roofing project at Portal Inc.

- United Way of Northern Ozaukee: \$200,000

This is an allocation for start-up funding for two years of a UWNO Community Navigator position.

FISCAL IMPACT: \$1,140,000

FUNDING SOURCE: \$5,000,000 EMS Grant Program allocation as Established by Resolution 21-72

RECOMMENDED MOTION: Staff respectfully requests that the following Not-For-Profit Grants be funded from the EMS Grant Program allocation as Established by Resolution 21-72

- Advocates Building Expansion: \$150,000
- Family Sharing: \$40,000
- Ozaukee Family Services: \$200,000
- Ozaukee Food Alliance: \$150,000

- Ozaukee Not for Profit Center: \$200,000
- Portal Incorporated: \$200,000
- United Way of Northern Ozaukee: \$200,000

ATTACHMENTS:

- ARPA-Projects-for-Not-for-Profit-Agencies Presentation (PDF)
- Corporation Counsel Memo - Motion to Divide the Question (PDF)
- Community Services Navigator (PDF)



ARPA Projects for Not for Profit Agencies

Grant Process & Timeline

POLICY GOAL: ARPA allocated to various not for profit agencies in Ozaukee county.

1. June 15, 2022: Meeting with Not-for-Profit Agencies to Develop potential grant projects
2. September 1, 2022: Grant Application released
3. October 3, 2022: Grant application Deadline (extended into November)
4. January 30, 2023: Grant Applications reviewed with Executive Committee
5. February 15, 2023: ARPA Grant presentation to County Board
6. February 27, 2023: Executive Committee discussion on final grant parameters
7. March 30, 2023: Funding Scenarios for Not-for-Profit Grants presented to Executive Committee

Grant Allocation Parameters

No “Total” Grant Fund Established – BIG Ideas

The Executive Committee has established the following parameters for the Not-for-Profit Grant allocation:

- Funding will be limited to one-time capital and/or operational expenditures.
- Funding scoped by EMS Funds from quarters two, three, and four of 2022: \$1,155,000

Funding Not-for-Profit Projects

- County Administrator has reviewed Not-for-Profit presented seven projects to the Executive Committee.
- The total allocation for these projects is \$1,140,000
- Recommended to be funded from the \$5,000,000 EMS grant.
 - Minimal expenditures in first seven months from the EMS Grant
 - Monthly expenditure of \$165,000
 - \$1,155,000 for the 2022 time period
- Quarterly EMS grant reporting due April 14, 2023: \$100,000 est.
- Municipal sustainability plans will be due by May 1, 2023.
- This is an identified risk



- The goal is to optimally expand Advocates facility
- \$1,000,000 CBDG Grant project
- \$150,000 will provide a 15% contingency to the project's cost.
- COVID Reduced capacity by 50%





Refrigerated Van Purchase

Family Sharing has a mission to alleviate hunger within the community.

- \$40,000 to purchase a refrigerated van to help them achieve this goal.



Ozaukee Family Services

Roofing and water mediation

The allocation of \$200,000 will be used to assist with upgrading the facility's infrastructure. This includes roofing and water mediation.

Added safety measures

Upgrade to safety measures to improve the environment, accessibility, and experience for all parties involved.





Ozaukee Food Alliance

New Roof

The Ozaukee Food Alliance facility is long overdue for a new roof. The ARPA allocation of \$150,000 will be used to fund this critical upgrade.

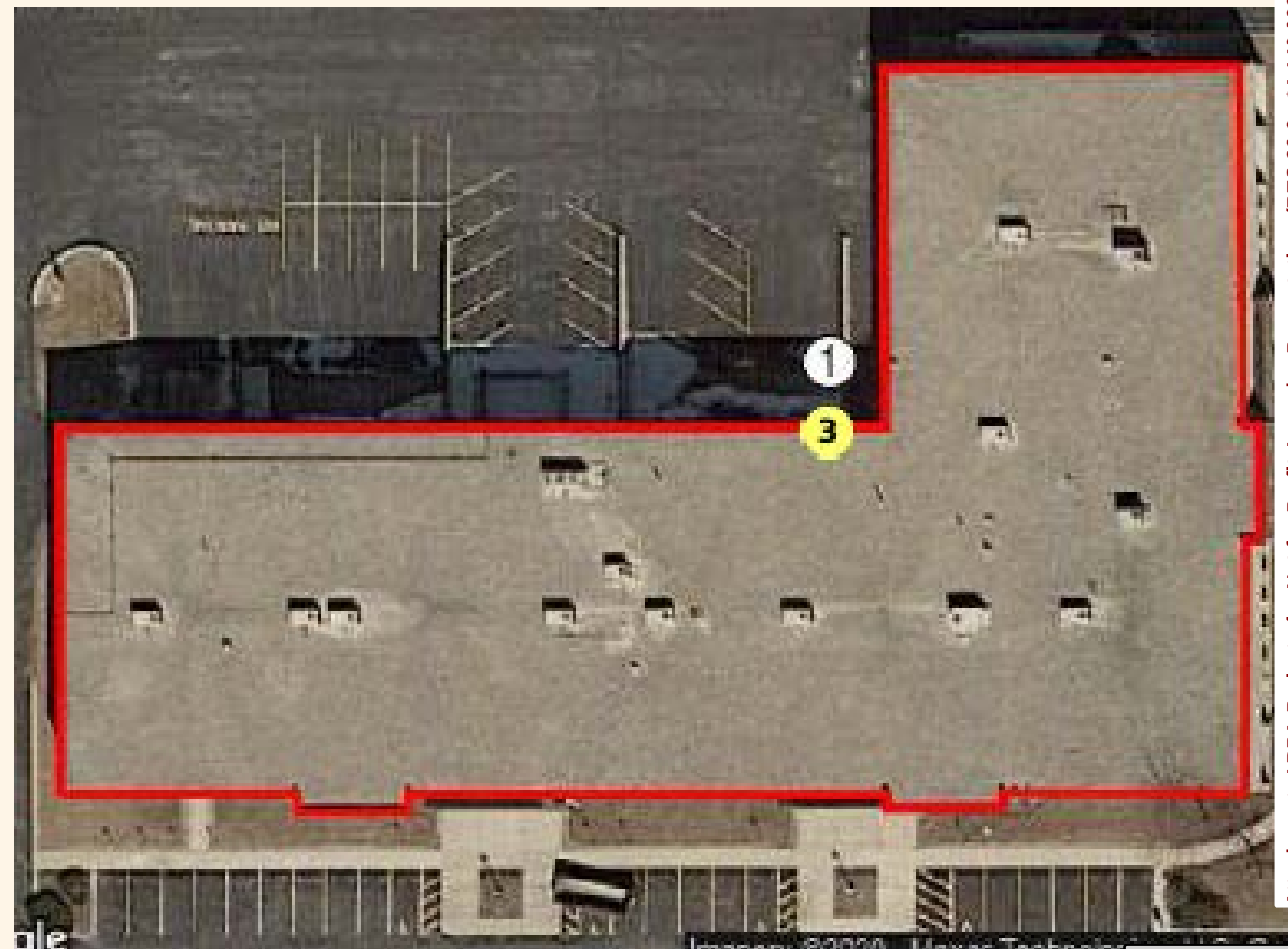
Food market

A portion will be used to fund a new food market, convenient for visitors and volunteers.





The Ozaukee Not for Profit Center hosts 29 collaborating agencies and 59 programs in Grafton. ARPA allocation of \$200,000 towards repairing the roof of the facility.





Roofing project

Protection and safety were the main priorities on this allocation. Portal Inc. was facilitated with \$200,000 to repair their roof.





United Way
of Northern Ozaukee

Community Navigator

Connecting people with the critical resources they need to achieve self sufficiency. Accessing resources can be challenging and fragmented with multiple communication channels, access points and programs.

\$200,000 for Start up



Additional Projects

- Sirona Recovery Incorporated: \$434,000 for an Integrated Behavioral Health Outpatient Clinic.
- Adult Literacy Center: \$10,000 for tutor recruitment and training.
- Blossom IDD Center: up to \$200,000 for programmatic expansion.
- Feith Family YMCA: \$650,000 for pool upgrades and \$40,000 for Mental Health Services.
- Forward Careers: \$240,000 for Workforce Upskilling.
- Interfaith Caregivers: up to \$1,200,000 for electric vehicle infrastructure and vehicle purchases.
- Lakeshore Regional Advocacy Center: \$50,000 for staff expansion.
- Mel's Charities and Balance Incorporated: up to \$1,500,000 for IDD residence subsidy and smart technology implementation.


OFFICE OF THE CORPORATION COUNSEL

Rhonda K. Gorden
Corporation Counsel

Rik Kluessendorf
Assistant Corporation Counsel

To: Jason Dzwinel

From: Rhonda Gorden
Corporation Counsel

Date: April 24, 2023

Re: Motion for Division of a Question

You indicated that a supervisor may wish to make a Motion to Divide the Question on the ARPA resolution allocating ARPA funds to seven non-profit organizations. You requested a memo on the Motion to Divide the Question.

The Ozaukee County Board Rules expressly allows members to make a “Motion to Divide the Question” as follows:

2.01

(8) Motions and Voting

(a) Presentation and Form of Motions:

1. Every motion received by the Chairperson shall be seconded and restated by the Chairperson prior to debate.

b. When a main motion or motion to amend contains more than one point capable of being decided on its own, a Motion to Divide the Question may be made, and the Clerk shall separate said motion and restate each part before debate or a vote is taken thereon.

The Board Rules rank the Motion to Divide the Question as follow

2.01 (8) (b) 2.

c. Hierarchy of Motions: When a question is before the County Board, no motions shall be in order except the following said motions shall have preference in the order arranged:

(1) To adjourn:

(a) A motion to adjourn is always in order and shall be decided without debate.

(b) This Rule shall not authorize any Supervisor to move an adjournment when another Supervisor has the floor or when the County Board is voting.

(2) To take a recess

(3) To raise a question of privilege

(4) To lay on the table: a motion to table shall be decided without debate.

(5) For the previous question

(6) To limit or extend the limits on debate

(7) To postpone to a certain time

(8) To commit or refer to a committee

(9) To divide the question

(10) To amend

(11) Postpone indefinitely

(12) Main motion

As the Board could consider allocation of ARPA funds to each individual organization as a separate point, a Motion to Divide the Question is in order. If a Supervisor desires to consider just one of the seven non-profit allocations separately, the moving Supervisor could phrase the Motion to Divide the Question to divide off just that allocation from the others to avoid dividing the question into seven separate points. The Supervisor might state as follows:

MEMBER A (obtaining the floor): Chairperson I move to divide the resolution to consider the question of a \$150,000 allocation to Advocates of Ozaukee separately from the other allocations.

County Board Rules provide that “Robert's Rules of Order Newly Revised 12th Edition, or subsequently revised version, shall govern in all cases where they are applicable and not in conflict with the Rules.” Sec. 2.01 (7). Robert’s Rules of Order indicates that a Motion for Division of a Question is not debatable, is amendable and subject to a majority vote.



Resource & Referral Service for Residents of Ozaukee County

2360 Dakota Drive, Grafton WI 53024 | Phone: 262-618-2192, ext. 171 | csn@advocates-oz.org

COLLABORATORS

- ADVOCATES OF OZAUKEE
- LAKESHORE REGIONAL CHILD ADVOCACY CENTER
- OZAUKEE COUNTY DEPARTMENT OF HUMAN SERVICES
- OZAUKEE FAMILY SERVICES
- SIRONA RECOVERY
- UNITED WAY OF NORTHERN OZAUKEE

BASIC IDEA

Individuals with minimal resources and/or experiencing life challenges will be offered support in connecting with resources in the community with the goal of avoiding potential acute crisis in the future.

NAVIGATION PROCESS

1. EVALUATE STRENGTHS
2. EVALUATE RISK AND NEEDS
3. ENGAGE AND SUPPORT
4. ASSIST IN IDENTIFYING APPROPRIATE RESOURCES
5. CELEBRATE PROGRESS
6. EVALUATE PROGRESS, RISK AND ADJUST AS NEEDED
7. DISCHARGE WHEN NEEDS ARE MET

COMMUNITY SERVICE NAVIGATOR IS

- Providing guidance for those in need while supporting independence
- Focused on individual strengths
- An excellent resource for local referrals

A COMMUNITY SERVICE NAVIGATOR DOES NOT

- Provide treatment
- A personal care provider
- Attend to acute crisis

BENEFITS

- EMPOWERS INDIVIDUALS BY ACCENTUATING THEIR STRENGTHS AND OFFERING SUPPORT WHEN THEY ARE MOST AT RISK OF MORE ACUTE CRISIS.
- EDUCATES THE COMMUNITY ABOUT RESOURCES.

ADVOCATESOFOZAUKEE.COM

Community Services Navigator

CSN 2022 Year End Report

June 27 2022- December 31, 2022

The number of people helped-

Households-52
Individuals-103
54 adults, 49 children

Referral Sources- (52)

Family Promise of Ozaukee- 13
Advocates of Ozaukee-11
Ozaukee County-9
Other (police, SVDP, Salvation Army)-8

Client's Needs (97)

Housing -29
Rental Assistance- 19
Resource Navigation (unable to navigate systems on their own)- 17
Financial Assistance-9
Transportation-8
Employment- 4
Other (medical, AODA, family, food...) 24

Interpersonal Support(66):

- Achieved: 60
 - o Easy goals (giving info to client): 19
 - o Moderate – difficult goals (CSN involved w/ achieving goals): 41

- Was able to get 4 clients into subsidized housing.
- Did not follow through: 5
- Did not achieve/unable to assist: 1

Length of service (difficult to determine):

- Clients who did not follow through & easy goals: average of 3 days – 2 weeks.
- Clients who were unable to achieve & moderate to difficult goals: average of 4 weeks – 3 months.
- 4 high needs clients have been receiving services for over 4 months.

Thoughts:

- These numbers do not include at least two dozen individuals I spoke with and referred to appropriate resources in the first two - three months. I did not collect the information of those I spoke with 1 – 3 times at first due to not viewing them as receiving services from the CSN.
- The number of clients I needed to work with intensely decreased due to being able to make appropriate and effective referrals quicker.
- A large portion of my time that is not accounted for in this report is time spent speaking with various agency staff about resources for their clients. I usually speak with 5 – 7 social workers/volunteers a week (SVDP, Salvation Army, OZ County, Family Promise, Advocates,...).
- Two distinct categories of clients have emerged. First, there are those who need someone to talk with and receive resources from due to being unable to figure out where to go to get their needs met as well as need someone to advocate for them to the agencies who they are being referred too. The second are those who need intensive case management due to being unable to follow through on reaching regarding potential resources as well as not qualifying for resources they need. With this being said, I think a possible direction for this position to go in the future would be to have one person answering phone calls and assisting with making the “easy” referrals. Then, referring the more challenging/high needs clients to a second person who is doing intensive case management.

United Way of Northern Ozaukee, Inc

Community Services Navigator Program Expenses

Salary & Benefits for 1 Employee

Salary- Monthly Payroll @ \$4,500.00

FICA expenses \$400. 00

Benefits- Health Insurance @ \$1300.00

Monthly Sub Total \$6200.00

Yearly Expense \$74,400.00

Additional Expenses

Child Care Vouchers \$7500.00/year

Gas Cards @ \$3,00.00

Taxi Vouchers @ \$3500.00

IT Support- \$5000.00 (computers, software and IT support)

Misc. expenses- business cards, travel and mileage @ \$3100.00

Marketing support to promote the service @ \$3500.00

Sub Total \$25,600

TOTAL \$100,000

INTERAGENCY AGREEMENT FOR THE OZAUKEE COUNTY SOCIAL SERVICES NAVIGATOR POSITION

As partners in serving children and families in the Ozaukee community, we acknowledge a deeply embedded trend that has likely been bolstered by the chaos of the last two years. We collectively have observed a series of disturbing trends to our referrals: a marked increase in severity, complexity, and overall traumatic impact. With ACE scores potentially on the rise across the country as many families faced their most difficult year with the fewest supports, we acknowledge the need for a shift in service delivery. The simplest answer we can surmise is that we need to collaborate more, have more access to each other, and truly strive to lighten the burden for families. It is because of this fact that we collectively have developed Community Services Navigator (CSN) position serving Ozaukee County. (Job description attached)

Our Why:

Residents often fall through the cracks as they find it challenging to access resources they need in an uncoordinated system with multiple communication channels, access points, and programs. With a CSN at the helm, we can streamline access to multiple organizations and resources

Collaborators Objectives:

Agencies agree to support and assist the Community Service Navigator in identifying and accessing critical services for clients.

The Community Services Navigator will connect people to medical providers and community resources more efficiently. Utilizing a holistic approach, we will empower clients to enhance their mental, physical, and social health as well as assist them in developing a customized plan of care.

We will take best practices and build from the ground up a more comprehensive and coordinated delivery of health and human services to our most vulnerable and at-risk population.

The CSN will provide the framework to formally handoff clients from multiple agencies in order to coordinate and provide continuity in care.

The program has been initially funded by United Way of Northern Ozaukee, Advocate Aurora and We Energies Foundation. UWNO may provide program funding beyond its contribution of initial funding/seed money. Such future funding by UWNO is contingent upon successful program outcomes and in the sole discretion of UWNO.

How:

As providers of human services in Ozaukee County who have unanimously agreed that there is both need and sustainability for this position, we agree to the following:

Advocates of Ozaukee is the employer of this position and will house and supervise the CSN. Advocates of Ozaukee will provide Workers Compensation Insurance required under Chapter 102 of the WI Statute. Advocates of Ozaukee will be reimbursed by United Way of Northern Ozaukee for the cost of such insurance along with all other associated program costs.

We will educate our staff, partners, and community on the position as needed.

We will work together to ensure adequate funding is available for the position. No financial obligations will be made by any agencies except as otherwise provided herein.

We will serve as a referral source for the program.

We will ensure that the newly hired CSN has the tools and resources they need to build a user-friendly resource portal, including but not limited to a cell phone, computer, access to data base of current services, access to necessary information, access to clients, and access to providers.

Navigator will hold monthly meetings with the partner agencies to update them until such time that the team agrees that schedule can be adjusted to less frequent meetings (quarterly). Partner agencies agree to participate in these meetings.

Withdrawal/Termination of agreement – written notice. A party hereto may withdraw from this Agreement by providing all other parties with a written withdrawal notice not less than 30 days prior to the effective withdrawal date. The withdrawal of one party does not necessarily terminate this Agreement; the remaining parties may elect to continue the Agreement without the withdrawing party. During the 30-day notice period, the withdrawing party shall collaborate and cooperate with the other parties to ensure a smooth dissolution or transition of the withdrawing party's responsibilities under the Agreement. In the event Advocates of Ozaukee or UWNO provides a withdrawal notice, all parties shall meet as soon as possible within the 30-day notice period to determine with the project can continue and, if so, to amend this Agreement accordingly.

We will continue to evaluate the efficacy and productivity of the program, modifying as necessary. Establish benchmarks and metrics to track outcomes both to improve the collaboration and to show evidence of success to the public- See **Metrics**

Metrics & Outcomes:

1. Track the number of at-risk clients that were referred to the Community Service Navigator from outside sources. (i.e. hospitals, schools, law enforcement, county human service department, etc.)

2. The number enrolled in the calendar year
3. Critical services (i.e. housing, mental health, addiction, food insecurity, economic support, transportation, vocational, etc.)
 - a. Track the number and type of referrals to critical services
 - b. Track the number and type of services a client utilized
 - c. Track the number of clients who successfully met their Plan of Care goals
4. Measure monthly progress made on reducing risk factors
5. Track the number of days from start to finish in working with the CSN
6. Identify barriers to accessing critical services

Other Terms:

This agreement does not create a partnership between the agencies. Except as provided by this agreement, no agency is liable to another agency for any expense or obligation incurred by the other.

This Agreement may not be amended except by written amendment signed by all agencies.

This Agreement will be effective upon the signature of all agencies indicated below and will be for an initial term of one (1) year. This agreement will automatically renew for one (1) year terms unless earlier terminated.

Agreement:

This is a memorandum of Understanding (MOU), dated as of 6/1, 2022 between Advocates of Ozaukee, Lakeshore Regional Child Advocacy Center, Ozaukee Family Services, Sirona Recovery, Ozaukee County Human Services, and United Way of Northern Ozaukee

Advocates of Ozaukee:

Barbara A. Fischer
Signature

6/2/22
Date

Lakeshore Regional Child Advocacy Center:

Amanda R. Didier

4.26.23

Signature

Date

Ozaukee County Human Services:Liza Drake6/1/23

Signature

Date

Ozaukee Family Services:Chloe Hebeck6/1/22

Signature

Date

United Way of Northern Ozaukee:Barbara C. Bates-Helton6/1/22

Signature

Date

Sirona Recovery:Sarah Wang6/1/2022

Signature

Date

RESOLUTION NO. 23-4

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

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

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

02/02/23

Natural Resources Committee

APPROVED

RESULT:	APPROVED [UNANIMOUS]
MOVER:	T. Matera, Supervisor District 7
SECONDER:	K. Schoessow, Supervisor District 23
AYES:	Holyoke, Jobs, Ross, Matera, Schoessow

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	May 3, 2023
DEPARTMENT:	Planning and Parks
DIRECTOR:	Andrew Struck
PREPARER:	Andrew Struck

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

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

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

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

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

ATTACHMENTS:

- CBCGNP_OWLTCConservationEasement_Revised(PDF)
- P&P_Dept_CBCGNP_GrantProjectAreas_7.27.22 (PDF)
- ConceptualSitePlan_4.26.23Revised (PDF)

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GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS

THIS GRANT OF CONSERVATION EASEMENT AND DECLARATION OF COVENANTS (this “**Grant**”) dated this ____ day of _____, 2022 (the “**Easement Date**”) is by and between 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 ~~twenty-three-four~~ ~~one and eight-one and four-tenths~~ (~~128.041341.18~~) acres of real property located in the City of Port Washington, Ozaukee County, Wisconsin (hereinafter the “**Protected Property**”) and which is legally described in Exhibit A attached hereto.

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

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

B. Conservation Values.

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

(i.) **Outdoor Recreation and Education:**

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

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 ~~natural-soil~~biological health and restorative quality of its soils to support healthy and vigorous native plant communities.

(iii.) Preservation of Open Space:

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

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 ~~XX~~ D.

D. Qualified Non-Profit Organization.

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

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

E. Conservation Intent.

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

F. Defined Terms.

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

ARTICLE 1. GRANT TO EASEMENT HOLDER

In consideration of the statements 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 DE attached hereto contains a graphic depiction of the Protected Property (hereinafter the “**Easement Area Plan**”) showing, among other details, the

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

- (a) **Highest Protection Area.** One Highest Protection Area is delineated within the Protected Property, that being the approximately 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 ~~to~~ 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.** ~~There is no Minimal Protection Area within the Protected Property.~~ 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.)

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.

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.**

- (1) Not less than thirty (30) days prior to transfer of the Protected Property or a Lot, Landowner must notify Easement Holder, pursuant to Section 9.01 of this Grant, of the name(s) and address for notices of the Person(s) who is proposed to become Landowner following the transfer.
- (2) Landowner authorizes Easement Holder to (i) contact the Persons to whom the Protected Property or Lot will be transferred, and other Persons representing Landowner or the prospective transferees, to discuss with them, without making interpretations or assertions, this Grant and, if applicable, other pertinent documents; and (ii) enter the Protected Property to assess compliance with this Grant.
- (d) **Instrument to Reference Grant.** Landowner shall incorporate the terms of this Grant by reference in any subsequent deed or other legal instrument, including leases, by which the Landowner transfers any interest in all or part of the Protected Property, substantially as follows:

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

ARTICLE 3. HIGHEST PROTECTION AREA

3.01 Improvements.

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

- (a) **Existing Improvements.** Existing Improvements as depicted and labeled on Exhibit B may be maintained, repaired, and replaced in their ~~substantially~~ existing locations. Existing Improvements may be expanded or relocated if the expanded or relocated Improvement complies with requirements applicable to Additional Improvements of the same type.
- (b) **Existing Servitudes.** Improvements that Landowner is required to allow because of an Existing Servitude, are permitted.
- (c) **Additional Improvements.** The following Additional Improvements are permitted:
 - (1) Fences, walls, and gates around the perimeter of the Protected Property that are designed and constructed so as to minimize habitat fragmentation, impedance of the free movement of wildlife, and adverse impacts on Conservation Values. Fencing, walls, and gates within the perimeter of the Protected Property serving legitimate management purposes and objectives, and for public health and safety may be permitted upon Review. No Additional Improvement described in this provision shall exceed five (5) feet in Height without Review.
 - (2) Signs ~~other than, including~~ Regulatory Signs.
 - (3) Bird and bat houses and similar habitat enhancement devices.

- (4) Trails, provided that they: (i) do not exceed eight (8) feet in width with the exception of the ~~multi-use, paved trail~~ 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, ~~paved~~ Trail; and (iii) are constructed and maintained to be protective of natural habitat and water quality. Trails exceeding eight (~~100~~) 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, ~~seating~~, boardwalks, stairways, puncheons, footbridges, stream crossing structures, and waterbody access structures.
- (6) Improvements permitted through a Resource Management Plan approved after Review by Easement Holder.

3.02 Activities and Uses.

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

- (8) Piling of brush and other vegetation to the extent reasonably necessary to accommodate activities or uses permitted within the Highest Protection Area.
- (9) Other activities that Easement Holder, without any obligation to do so, determines are consistent with maintenance or attainment of Conservation Objectives and are conducted in accordance with the Resource Management Plan or other plan approved for that activity after Review.
- (c) **Outdoor Recreation and Education.** Recreational, educational, and scientific research activities are permitted that do not require Improvements other than those permitted within Section 3.01 and do not adversely affect maintenance or attainment of the Conservation Objectives. Such activities include: (1) using trails, observation platforms and towers, pedestrian bridge(s), boardwalks and stairways for walking, hiking, and or cross-country skiing; (2) reasonable use of self-propelled and power-driven mobility devices by persons who have mobility impairments on trails designed for such purposes as described and depicted by a Resource Management Plan; (3) bird watching, nature study, fishing, and hunting; and (4) wildlife and habitat monitoring and research consistent with and in furtherance of the Conservation Objectives.
- (d) **County Park Master Plan.** The undersigned Landowner has prepared a draft planning document titled *Clay Bluffs Cedar Gorge Nature Preserve, Ozaukee County Park System, Park Master Plan*, (the **Master Plan**) laying out a plan for development and use of the Protected Property. The Master Plan includes: (1) ecological restoration; (2) vegetation management for erosion control and invasive species management; (3) surface and groundwater evaluation; (4) passive-use, low impact recreation plans; (5) education and outreach; (6) planned future improvements; and (7) a funding plan to detail phasing and funding opportunities to implement the plan. A copy of the current draft of the Master Plan is included in the Baseline Documentation. When finalized and approved after Review, the Master Plan will be the Resource Management Plan for the Protected Property. Prior to approval of the Master Plan by Easement Holder, decisions or actions provided herein that may be undertaken only if and to the extent permitted pursuant to a Resource Management Plan shall only be undertaken if and to the extent the parties agree in advance in writing.
- (e) **Forestry Plan.** Any Forestry Plan prepared by Landowner after the Effective Date of this Grant shall be subject to Review and, if approved by the Easement Holder, shall be considered a part of the Resource Management Plan, but shall not be considered a replacement for the Resource Management Plan. The parties acknowledge that a portion of the Protected Property is encumbered by the U.S. Forest Service (USFS) through its Community Forest Program (CFP) (further described in Exhibit C) and as such the undersigned Landowner is required within 120-days of acquisition of the Protected Property to submit for approval to the USFS a plan for managing the lands so encumbered. It is acknowledged that when the USFS approves the CFP Forestry Plan, the Landowner is obligated to manage the encumbered property according to the CFP Forestry Plan regardless of approval by the Easement Holder.

ARTICLE 4. STANDARD PROTECTION AREA

There is no Standard Protection Area within the Protected Property.

ARTICLE 5. MINIMAL PROTECTION AREA

5.01 ~~There is no~~ Improvements.

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

(a) Permitted under Preceding Articles. Improvements permitted under Article 3 are permitted.

(b) Additional Improvements. The following Additional Improvements are permitted:

- (1) Site Improvements servicing activities, uses or Improvements permitted within the Protected Property.

(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.

- (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.

- (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.

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.

(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:

- (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.

- (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 ~~other than Ozaukee County (the "County") (the undersigned Landowner)~~, whether by public, corporate, or other authority, so as to terminate this Grant, in whole or in part, the ~~County 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 ~~County 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))~~ (iii) the proceeds shall then be paid to Easement Holder and the ~~County 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 ~~County 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 ~~County Landowner~~); and (v) any excess shall be disbursed as provided below.

The ~~County~~ 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) ~~and (d)~~ 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.

~~(e)~~(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.

~~(d)~~(e) Adverse Possession. In the event a court having competent jurisdiction enters a judgment in favor of an adverse possessor and against the Landowner, the legal description of the real estate described in this Grant shall be automatically amended to comply with said court order. Such amendment shall be documented in an updated Baseline Documentation and reference said judgment.

7.05 Remedies Cumulative.

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

7.06 Waivers.

- (a) **No Waiver.** If Easement Holder does not exercise a right or remedy when it is available to Easement Holder, that is not to be interpreted as a waiver of any non-compliance with the terms of this Grant or a waiver of Easement Holder's rights to exercise its rights or remedies at another time.
- (b) **No Material Effect.** Easement Holder in its discretion may provide a Waiver if Easement Holder determines that the accommodation is for a limited time and limited purpose and will have no material effect on the Conservation Objectives.
- (c) **Waiver of Certain Defenses.** Landowner hereby waives any equitable defense based on laches, balance of harms, estoppel and prescription 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.

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.

- (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

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

If to Easement Holder: The Ozaukee Washington Land Trust, Inc.
~~200 Wisconsin Street~~
~~PO Box 917~~
 West Bend, WI 53095
 Attn: Executive Director

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

9.02 Governing Law.

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

9.03 Burdens; Benefits.

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

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

9.04 Conservation Easement to Survive Merger.

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

9.05 Public Access.

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

9.06 Documentation Requirements.

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

9.07 Severability.

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

9.08 Counterparts.

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

9.09 Recording, Re-recording.

The Easement Holder shall record this Grant in the Office of the Register of Deeds of the county in which the Protected Property is located. Further, in order to ensure the perpetual enforceability of this Conservation Easement, Holder is authorized to re-record this instrument, or record or file any appropriate notices or instruments for such purpose. Landowner hereby appoints the Easement Holder its attorney-in-fact to execute, acknowledge, and deliver any necessary instrument on Landowner's behalf. Without limiting the foregoing, the Landowner agrees to execute any such instrument upon request.

9.010 Guides to Interpretation.

- (a) **Captions.** The descriptive headings of the articles, sections, and subsections of this Grant are for convenience only and do not constitute a part of this Grant.
- (b) **Glossary.** If a term defined in Article 10 is not used in this Grant, the defined term is to be disregarded.

(c) **Other Terms.**

- (1) The word “including” means “including but not limited to.”
- (2) The words “shall” and “must” are obligatory; the word “may” is permissive and does not imply an obligation.
- (3) The words “Landowner” and “Easement Holder”, and any pronouns used in place thereof, shall mean either masculine or feminine, singular or plural, and shall include Landowner’s and Easement Holder’s respective personal representatives, heirs, successors, and assigns.

(d) **Uniform Conservation Easement Act.** This Grant is intended to be interpreted so as to convey to Easement Holder all of the rights and privileges of a holder of a conservation easement under Wisconsin Statute Section 700.40.

(e) **Restatement (Third) of the Law of Property: Servitudes.** This Grant is intended to be interpreted so as to convey to Easement Holder all of the rights and privileges of a holder of a conservation servitude under the Restatement (Third) of the Law of Property: Servitudes.

9.011 Entire Agreement.

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

9.012 Incorporation by Reference.

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

9.013 Jurisdiction; Venue.

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

ARTICLE 10. GLOSSARY, OTHER DEFINED TERMS

“**Access Drive**” means a road, drive, or lane providing vehicular access.

“**Additional Improvement**” means an Improvement other than an Existing Improvement.

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

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

“**Beneficiary**” means a Person given rights under the terms of this Grant (other than Landowner or Easement Holder) over all or a portion of the Protected Property. A Beneficiary may include, for example, a partner land trust or a public agency that has been granted specific rights such as Review or other enforcement of the easement terms.

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

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

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

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

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

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

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

“Existing Improvement” means an Improvement existing as of the Easement Date as identified in the Baseline Documentation.

“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.

“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.

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

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

“Resource Management Plan” means a record of the decisions and intentions of Landowner prepared by a qualified resource management professional and approved after Review by Easement holder for the purpose of protecting natural resources that the Conservation Objectives aim to protect during certain operations potentially affecting those resources. It includes a resource assessment, identifies appropriate performance standards (based upon Best Management Practices where available and appropriate), and projects a multi-year description of planned activities for operations to be conducted in accordance with the plan. The definition includes any Forestry Plan as may be defined in this article.

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

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

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

“Structure” means a combination of materials other than natural terrain or unaltered plant growth erected or constructed to form a surface, container, tower, base, wall, sign, decoration, or any similar construct, either temporary or permanent. Examples include a driveway, stairway, a parking lot, a boat ramp or pier, a kiosk, an unenclosed storage lean-to, pedestrian bridge, and an observation platform. 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]

IN WITNESS WHEREOF, Landowner has executed this document on the ____ day of _____, 20222023.

Full name	Title
-----------	-------

Full name	Title
-----------	-------

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, ~~2022~~2023, the above-named _____, to me known to be the person(s) described in and who executed the foregoing instrument and acknowledged the same.

(_____)
Notary Public, Wisconsin

My Commission: _____

[NOTARY SEAL]

ACCEPTANCE

The Ozaukee Washington Land Trust, Inc., hereby accepts the Easement Holder's interest in this Grant as of this ____ day of _____, ~~2022~~2023.

EASEMENT HOLDER:
THE OZAUKEE WASHINGTON LAND TRUST, INC.

 Name

 Title

STATE OF WISCONSIN)
) ss.
 COUNTY OF _____)

Personally came before me this ____ day of _____ ~~2022~~2023, the above-named _____, as _____ for The Ozaukee Washington Land Trust, Inc., a Wisconsin nonstock not-for-profit corporation, to me known to be the person who executed the foregoing instrument and acknowledged the same, in that capacity.

 (_____)
 Notary Public, Wisconsin

My Commission: _____

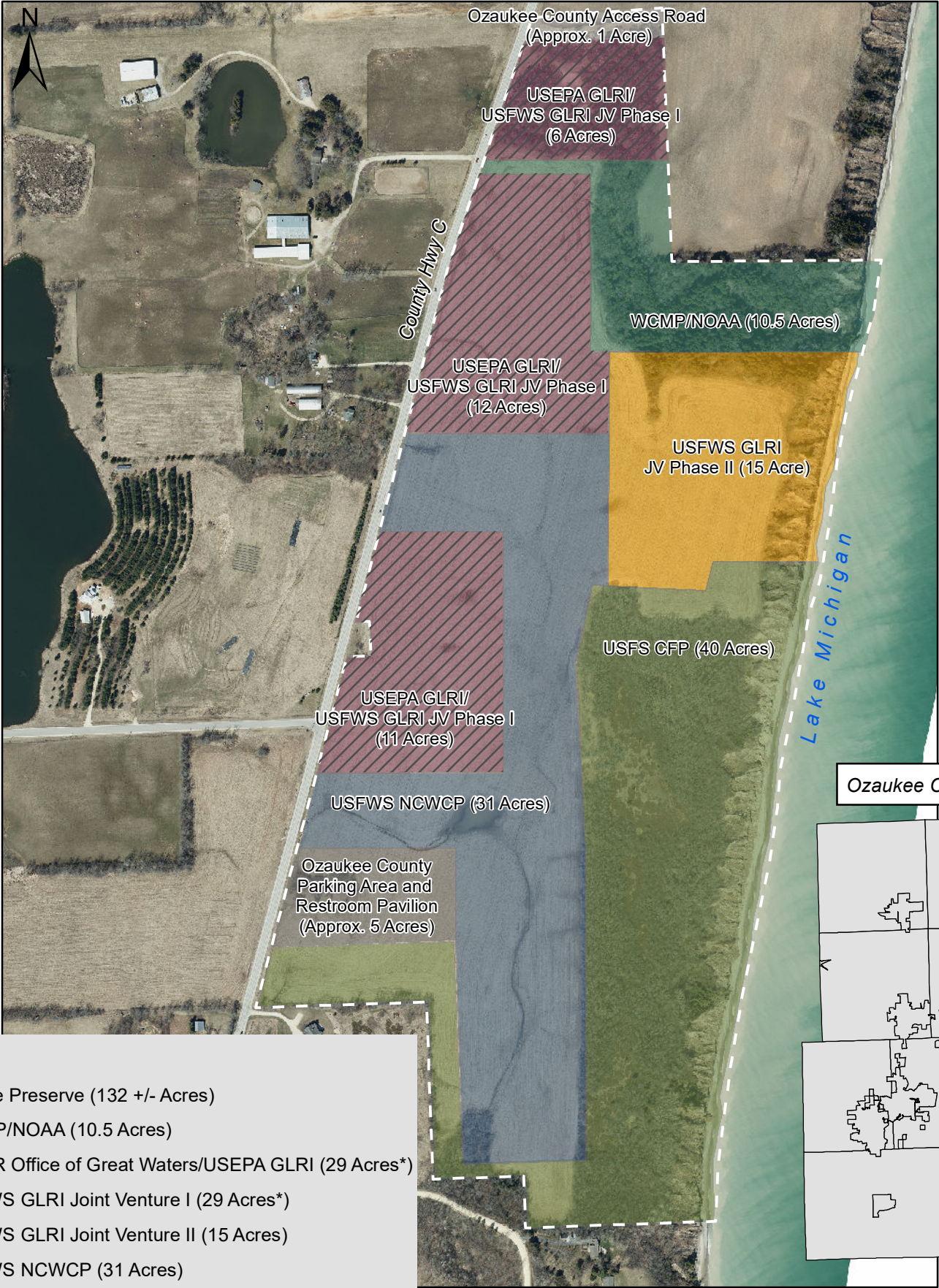
[NOTARY SEAL]

This document was drafted by:

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

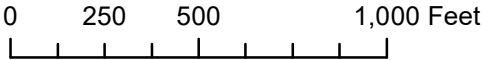
Attachment: CBCGNP_OWLTConservationEasement_Revised (RES.23-4 :

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

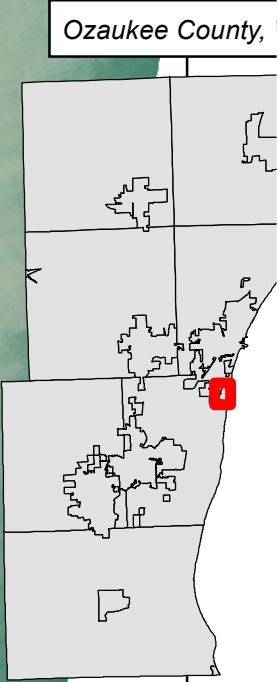


Legend

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



*this is the same 29 acres between
two granting agencies



Attachment: P&P_Dept_CBCGNP_GrantProjectAreas_7.27.22 (RES.23-4 :

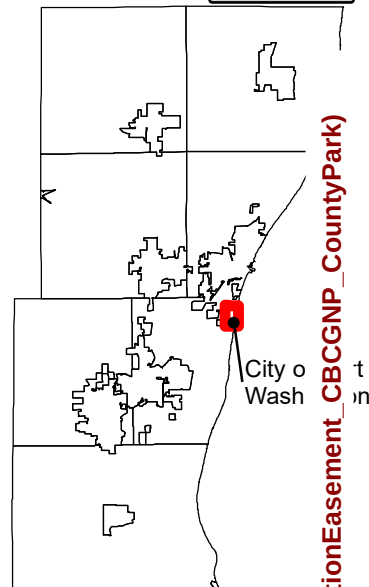
Clay Bluffs Cedar Gorge Nature Preserve (134 +/- Acres)

8.c

REVISED Conceptual Site Plan

Planned
Bike Parking

Maintenance Road/
Maintenance Parking



Legend

- Nature Preserve
- Planned Multi-Use Trail (Paved)
- Paved Trail (Universally Accessible)
- Gravel Trail (Universally Accessible)
- Woodchip/Grass Trail
- Boardwalks
- Deck Overlook
- Parking (Paved)
- Pavilion/Bathroom
- Native Landscaping
- Bridge
- Staircase to Lake Michigan
- Future Observation Tower
- Maintenance Road
- Not Encumbered by Fed. Grant
- Hydroline
- Wetland (WWI, 2019)
- Port Washington Clay Banks N
- Cedar Gorge NA
- Potentially Restorable Wetland
- Existing Forest
- Existing Shrub-Carr/Forest

Restoration Areas

- Clay Seepage Bluff
- Prairie/Wet Prairie
- Woodland

Planned
Future Pavilion/
Bathroom

Lake Michigan

Potential Future
Trail Connection

0 250 500 1,000 Feet



RESOLUTION NO. 23-5

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

04/06/23

Natural Resources Committee

APPROVED

RESULT: **APPROVED [UNANIMOUS]**

MOVER: B. Ross, Supervisor District 19

SECONDER: T. Matera, Supervisor District 7

AYES: Holyoke, Jobs, Ross, Matera, Schoessow

NATURAL RESOURCES COMMITTEE

Natural Resources Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	May 3, 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

- NA

Status**Amount**

\$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

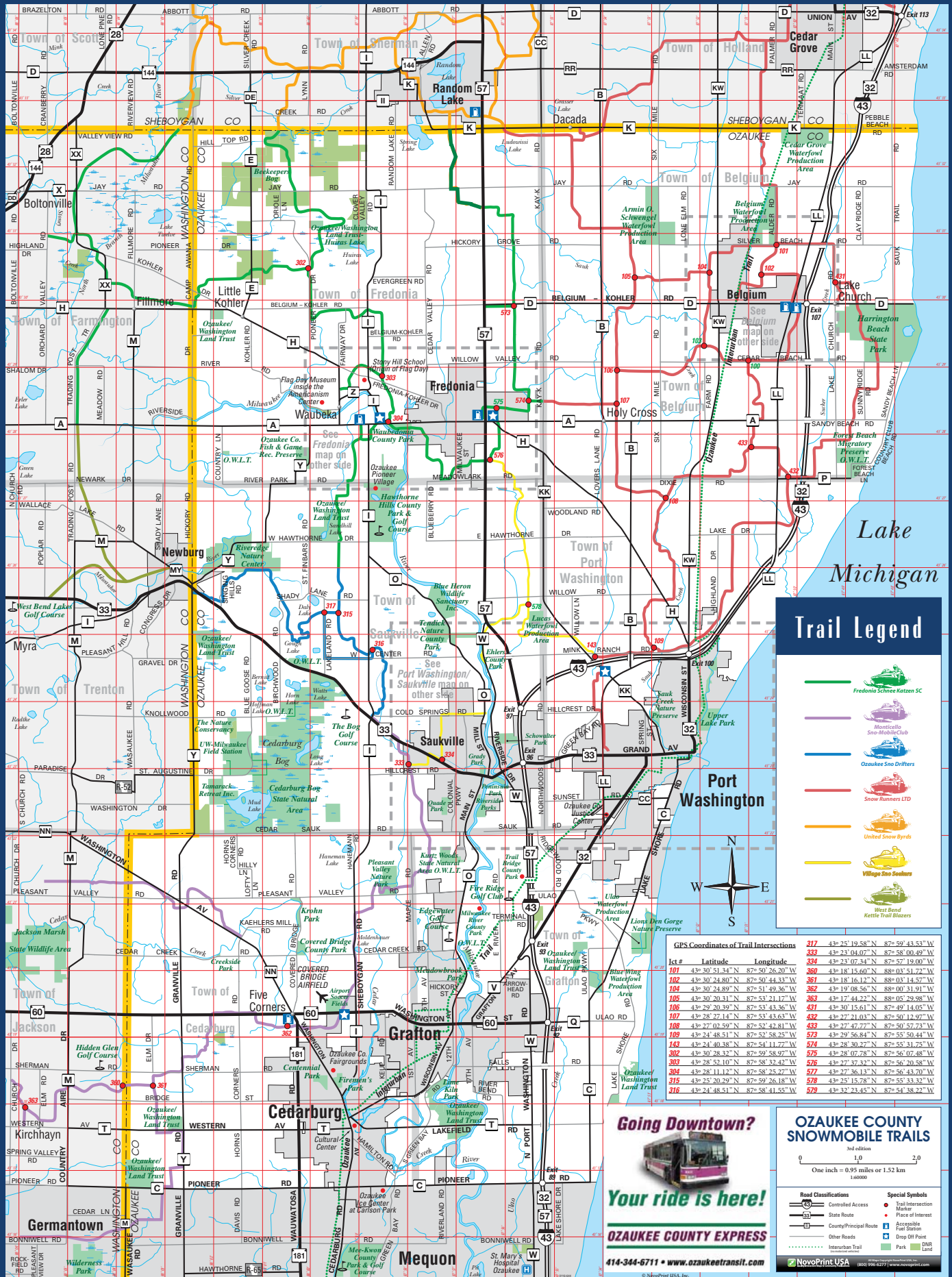
Department	\$
Salaries/Fringe Benefits	\$600
TOTAL	\$600

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



ORDINANCE NO. 23-1

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 3rd day of May 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	

04/06/23 Natural Resources Committee **ADOPTED**

RESULT:	ADOPTED [UNANIMOUS]
MOVER:	T. Matera, Supervisor District 7
SECONDER:	B. Jobs, Vice-Chairperson
AYES:	Holyoke, Jobs, Ross, Matera, Schoessow

NATURAL RESOURCES COMMITTEE

Natural Resources Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	May 3, 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.

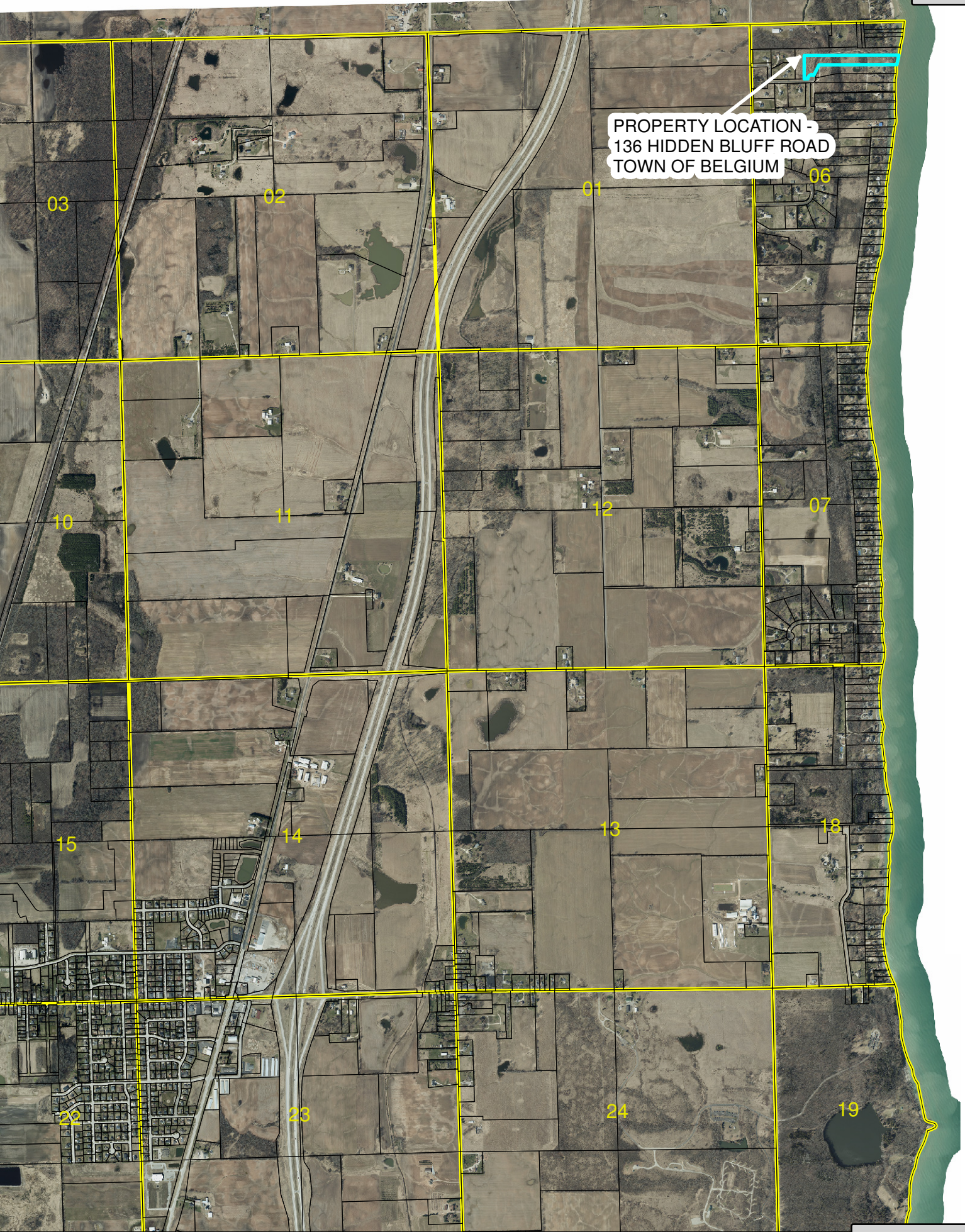
ANALYSIS: The Shoreland & Floodplain is to reflect the zoning change from Floodplain to Non-Floodplain based on the survey conducted by North Shore Engineering INC. on December 23, 2022.

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)





LAND AND WATER MANAGEMENT DEPARTMENT

Andy Holschbach 9.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 14 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. 107

Attachment: Jankowski Rezoning Application 1-10-2023 (ORD.23-1 : Shoreland & Floodplain Zoning Map Amendment - Town of Belgium,

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).

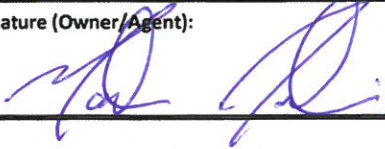
Shoreland-Wetland Rezoning

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: 1/10/2023
(For Department use only)			Check / Receipt Number: 2362/17257
Date of NR Committee Approval:		Date of County Board Approval:	
Comments:			

