AGENDA
NATURAL RESOURCES COMMITTEE
REGULAR MEETING
TUESDAY, JUNE 4, 2024 – 9:00 AM
ADMINISTRATION CENTER - ROOM A-200
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

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

Natural Resources Committee Live Stream

The public can submit comments here: Public Comment Form
Public Comment Policy & Instructions For Submitting Public Comments Online

1. **CALL TO ORDER**
2. **PROPER NOTICE**
3. **PUBLIC COMMENTS, CORRESPONDENCE, COMMUNICATIONS**
4. **APPROVAL OF MINUTES**
   a. May 2, 2024
5. **UNIVERSITY EXTENSION OFFICE**
   a. Discussion Items:
      1. County Partnership Guidance Document
   b. Management/Financial/Informational Reports
      1. UW-Madison Division of Extension Ozaukee County Reports
6. **REGISTER OF DEEDS/LAND INFORMATION**
   a. Management/Financial/Informational Reports
      1. Register of Deeds/Land Information Report
7. **LAND AND WATER MANAGEMENT DEPARTMENT**
   a. Action Items:
      1. Ozaukee County Demonstration Farm Network Contract
      2. 2025 Wisconsin Clean Sweep Grant
      3. Submittal of Targeted Runoff Management Program Grant Application
      4. Wisconsin Department of Agriculture, Trade & Consumer Protection (WDATCP) Reserve Fund Grant Submittal
   b. Discussion Items:
      1. Floodplain Ordinance
      2. Shoreland Protection Ordinance
   c. Management/Financial/Informational Reports
      1. LWM May Reports
8. **PLANNING AND PARKS DEPARTMENT**
   a. Action Items:
      1. Resolution: Memorandum of Agreement Amendment with Sugar Maple Nature School for Providing a Temporary Public Nature-Based Charter School Site at Hawthorne Hills County Park
      2. Bids and Contract for Hawthorne Hills County Park – Water Well for Sugar Maple Nature School and Future Campground and Bathroom
      3. Submittal and Acceptance of a Rails To Trails Conservancy Trail Grant for Professional Services for Design and Engineering and Public Education and Outreach for an East West Extension of the Ozaukee Interurban Trail Along STH 60
      4. Submittal and Acceptance of a U.S. Department of Transportation - Federal Highway Administration Active Transportation Infrastructure Investment Program Grant for Professional Services for Design and Engineering for Repaving Municipal-Managed portions of the Ozaukee Interurban Trail

5. Proposals and Contract for Professional Services for Design and Engineering for Repaving County-Managed Portions of the Ozaukee Interurban Trail
6. Proposals and Contract for Professional Services for Design and Engineering for an East West Extension of the Ozaukee Interurban Trail Along STH 60
7. Proposal and Contract for Professional Services for Design and Engineering for Hawthorne Hills Golf Course Green Redesigns
8. Proposal and Contract for Professional Services for Cultural Resource Investigations for an East West Extension of the Ozaukee Interurban Trail Along STH 60

b. Discussion Items:

1. Update on Hawthorne Hills County Park Multipurpose Maintenance Building Construction and Change Orders
2. Update on Restoration at Clay Bluffs Cedar Gorge Nature Preserve
3. Update of Planning and Parks Department Capital Projects and Planning and Parks Department Ecological Division Grant Projects

c. Management/Financial/Informational Reports

1. Planning & Parks Department Management and Financial Reports

9. NEXT MEETING DATE

TUESDAY, July 2, 2024

10. ADJOURNMENT

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

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

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **County Clerk**
DIRECTOR: **Karen Niemuth**
PREPARER: **Lisa Henning**

Agenda Summary May 2, 2024

<https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_05022024-3396>

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **UW Extension**
DIRECTOR: **Cindy Sarkady**
PREPARER: **Claudia Breitengross**

Agenda Summary County Partnership Guidance Document

ATTACHMENTS:

- CountyPartnership-Guidance (PDF)

NATURAL RESOURCES COMMITTEE

Division of Extension – County Partnership Guidance

August 1, 2021

THANK YOU TO THE MANY COUNTY CONTRIBUTORS WHO MADE THIS DOCUMENT POSSIBLE!

Feedback was received and incorporated from the Wisconsin Counties Association (WCA) Executive Committee including representatives from Eau Claire, Fond du Lac, Marathon, Sauk, and Wood Counties, as well as other counties who expressed interest in reviewing the draft document including: Pierce, Marinette and Columbia Counties. UW-Madison Division of Extension appreciates the feedback received to develop this 'living' foundational document that will continue to evolve into the future.

OVERVIEW

The 100+ year partnership between UW-Madison Division of Extension (Extension) and counties has endured a great deal of change and our partnership continues to be crucial in providing educational services to the people of Wisconsin. Changes have occurred among both partners over the years. And, the codification of the partnership in state statute (Chapter 59), has not evolved with the changes.

The purpose of this document is to serve as a foundation that allows a new Extension committee member, county board member, or the general public an understanding of the benefits and responsibilities of the partnership between Extension and counties.

This document is not a legal contract. It was developed with input from the Wisconsin Counties Association Executive Committee which includes several county representatives to be broad enough such that each of the 72 counties can see themselves within the context of the partnership. The document is also not meant to prescribe specific details, such as how many support staff an office should have for example. There are certainly many factors that influence decisions like that, and in partnership, Extension is open to engage in those discussions to determine the best solution.

Moving forward, with this foundational document in place, the next step will be to form an advisory committee to assist with identifying topics that need further updates and clarification. Extension will work with the Wisconsin Counties Association (WCA) and the Wisconsin Extension Association (WEXA), affiliated with WCA, to establish a process to select advisory committee members. The committee will convene on an annual basis to strategize and focus attention on the partnership items that need clarification so the document can continue to grow and develop as we identify new topics to include and as our relationship evolves over time.

Our hope is this document continues to provide clarity between the relationship and how we can cooperatively partner to better serve the people of Wisconsin in the future. Together we can achieve more!

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

Division of Extension – County Partnership Guidance

Preamble

Introduction

Purpose and Scope of Guidance

Extension Responsibilities
- Role of the Area Extension Directors (AEDs)
- Roles of Extension Employees
- Role of AEDs and Performance Evaluations
- Roles of Extension Volunteers
- Administrative Duties serving the county
- Partnering with the county to identify educational priorities

County Responsibilities
- County Facilities
- Office support
- Supervision of County Employees
- County Policy, Rules and Procedures
- County Policy Impact on Extension
- County Extension Oversight Committee

Mutual Responsibilities
- Budget responsibilities
- Hiring and Managing Vacancies
- Professional Development
- Nondiscrimination/Affirmative Action

Appendices
- Our Purpose:
- Link to Organization Chart -
- Link to Division of Extension Staff Directory-
- Link to Area Map w Director Names.pdf
- 136 County Contract template

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

Preamble

Change is inevitable, and over the past 100+ years, UW-Madison Division of Extension (Extension) and counties have evolved to continue to meet the ever changing educational needs of our local and statewide constituents. It is Extension's hope and aspiration to grow and evolve in concert with the counties.

Both county government and Extension have evolved since the authoring of Chapter 59.56, which captures the foundations of the relationship between Extension and counties in state statute.

Notable changes include:

- Since the late 1990's, Extension educators have been 100% state employees having one employer and a uniform benefits program, and not employees of both the county and the state as outlined in 59.56(3)(c);
- Some counties have combined Agriculture and Extension Committees with other county departmental committees, which varies from 59.56(3)(b);
- And, the focus of our shared educational work has evolved from what is listed in 59.56(3)(f) and has required that Extension education become more specialized and focused to meet the more complex local and state needs.

Additionally, there are many other elements of the Extension-County relationship that are not specifically codified in statute that have evolved over time.

We recognize the need to make sure our changes are evolving in partnership with counties. While we have been responsive to changing county needs, this is an optimal time to reconnect and strengthen the mutual understanding of our partnership. We have mutual interests and we both depend on our partnership to meet these needs. This document is focused on the nexus of this interdependence.

Together we will engage in discussions that create a common understanding among counties that partner with Extension to best address critical educational needs. We believe we mutually agree on many aspects of the relationship. We know we can strengthen the understanding around aspects that may be more complicated or have yet to be defined.

ANNUAL REVIEW PROCESS:

This foundational document was reviewed by the Wisconsin Counties Association Executive Team which includes several county representatives in March of 2021. Several other counties also offered input. The next step will be to form an advisory committee to assist with identifying topics that need further updates and clarification. Extension will work with the Wisconsin Counties Association (WCA) and Wisconsin Extension Association (WEXA), affiliated with WCA, to establish a process to select advisory committee members consisting of Extension committee members and other critical decision-makers such as a county board chair, coordinator, administrator, or executive. The committee will convene on an annual basis to strategize and focus attention on the partnership items that need clarification so the document

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

can continue to grow and develop as we identify new topics to include and as our relationship evolves over time.

Introduction

Extension has been part of the University of Wisconsin System since 1906 and hired its first county-based educator, E.L. Luther, in 1912 in Oneida County. Both Extension and Wisconsin counties have benefited from the strong partnership to provide an array of educational programs that continue to serve the people of Wisconsin wherever they live and work. Fundamental to our mission to fulfill the promise of the Wisconsin Idea, Extension extends the boundaries of the university to the boundaries of the state. We establish beneficial connections with all of our statewide stakeholders including our connection to UW-Madison and other UW campuses, and our partnerships with county and tribal governments, as well as with other public and private organizations. Our faculty and staff continue their impactful work across the state to enhance the quality of life for all Wisconsin residents. Our educators don't lecture or give grades in a typical classroom. Instead, we deliver education to people where they live and work – on farms, in schools, in community centers and other locations that are convenient for people both virtually and/or face-to-face. Extension educators also engage with civic groups and county boards, write newspaper columns, participate in radio and TV programs, facilitate meetings and build coalitions to solve complex, high priority community needs. Extension brings the research, knowledge and resources of the University of Wisconsin to your community.

Purpose and Scope of Guidance

With over 100+ years of a successful partnership between Extension and counties, we understand there is a benefit of clearly defining the roles and responsibilities of the partnership so we can mutually meet the needs of the residents across Wisconsin. More specifically we hope this document serves to:

- Describe the types of services and programs that Extension provides to the county, based upon the level of educational services that the county agrees to invest in;
- Describe the types of services and resources the county will provide to host an Extension office in their county;
- Standardize the processes, responsibilities, and lines of authority between Extension and the county

Extension Responsibilities

Role of the Area Extension Directors (AEDs)

Extension fully invests in Area Extension Directors (AEDs) who oversee an area comprising from one to five counties each (Area Map with Directors is on page 13 of this document). These administrative positions are responsible for partnership management, staff development, financial management and program coordination.

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

Through the many interactions the AED has with county partners and local educators, the AED develops a solid understanding of the local needs and county priorities and helps to align Extension educational programs to ensure the programs address county needs. Educators also communicate local needs to their programmatic Institutes which collectively identify opportunities to address statewide needs. Some additional primary duties of the AED include:

- They serve as the county Extension Department Budget Officer and Administrative Officer for the counties in their area. Specific signatory authority is agreed to by the county to allow the AED to serve in this capacity.
- They are the hiring authority of Extension staff and serve as the direct supervisor of Extension educators, conducting annual and mid-point performance evaluations with each Extension employee.
- They are responsible for the regular operations of county Extension offices and provide oversight to county staff within the office.
- They support educators and staff who direct Extension volunteers. They engage when volunteer behavior concerns expand beyond coaching or if dismissal of the volunteer is warranted.
- They monitor and manage risk and liability situations that might arise.

Roles of Extension Employees

Fundamental to our mission to fulfill the promise of the Wisconsin Idea, Extension extends the boundaries of the university to the boundaries of the state. We establish beneficial connections with all of our statewide stakeholders including our connection to UW-Madison and other UW campuses, and our partnerships with county and tribal governments, as well as with other public and private organizations.

Extension faculty and staff educators assess local and statewide needs to develop and deliver educational programs that transform the lives of people in communities, with emphasis on addressing the local needs of youth, families, government, agriculture, businesses and others. Educators bring research-based information backed by one of six academic disciplines housed within Extension.

Informational brochures that highlight the educational outreach of Extension and each institute are listed below. An embedded link will take you to the specific page:

- Division of Extension overview
- Agriculture Institute
- Community Development Institute
- Health & Well-Being Institute
- Human Development & Relationships Institute
- Natural Resources Institute
- Positive Youth Development Institute

Institutes not only serve as the programmatic home of Extension employees but also include expertise from faculty and staff integrated with UW-Madison and other UW-colleges. This provides access to cutting-edge research and knowledge around issues that matter to the people of Wisconsin. Educational programs that are hosted at the local level are based on sound research-based knowledge.

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

Educational services are broadly defined and include the work that is included in an annual work plan for a particular educator in a geographic location. Educators, as state employees, have both county and state responsibilities and expectations, including participating on teams and/or research activities that support programming that benefits audiences statewide as well as locally.

The county will be a partner in identifying key educational priorities for Wisconsin residents, and in collaboration with Extension leadership, counties will identify local educational priorities for their communities. Experience has demonstrated that local priorities often align well with statewide priorities.

Role of AEDs and Performance Evaluations

Employees hired by Extension as part of the 136 County Contract are employees of Extension. They are subject to Extension personnel rules, policies, and procedures. Faculty, academic staff and university staff follow the guidance and policy appropriate to their respective appointment in Extension.

The AED is responsible for performance evaluations of Extension academic staff and University staff working in the county. Faculty are reviewed by their Academic Department Chair or Section Chair of their department. The county Extension oversight committee is encouraged to provide performance feedback for all the county-based educators to the AED to consider when conducting their review. And, the oversight committee is encouraged to raise concerns as well, although performance remediation of Extension staff is confidential, similar to county staff performance.

In some cases, through negotiation with the county, additional staff such as area or regional outreach specialists may be housed in a county office if space is available. The county benefits by having that additional resource located in their county. Terms and conditions will be negotiated by the AED between the county and Extension in those cases.

Roles of Extension Volunteers

Extension benefits from and relies on nearly 11,000 volunteers who serve to increase the educational delivery of programs in counties across the state. Any individual who meets Extension's definition of a volunteer and completes all registration requirements is considered an Extension volunteer.

Volunteers are an essential component of Extension's outreach. Extension enhances its ability to impact the lives of people in all areas of Wisconsin through the efforts of volunteers. Since volunteers represent Extension while providing the service outlined in their volunteer agreement letters, they must abide by the rules, regulations, and policies set by the University of Wisconsin-Madison, Division of Extension, and the State of Wisconsin. These include, but are not limited to Extension's Volunteer Behavior Expectations. In addition, volunteers must comply with federal nondiscrimination laws and policies. All volunteers are accountable to Extension while volunteering in Extension programs.

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

In support of the volunteers, Extension provides management, oversight, training, liability insurance and other benefits for volunteers while working in the capacity as an Extension Volunteer. Both Extension employees and volunteers are covered by Extension liability insurance while working to accomplish Extension's mission.

Administrative Duties serving the county

The AED has the privilege of serving as the county Extension Department Budget Officer and Administrative Officer for the counties in their area. The AED is often viewed by the county as the office Department Head in the county. In most situations, counties provide AEDs a Delegation of Authority (DoA) to provide signatory authority for Extension related county accounts and business activities for the county Extension office. A DoA formally authorizes and codifies this role with the county. The DoA document can be updated at any time. In some counties, the signature authority is maintained with a county employee or other designee. The county is asked to confirm the amount of signature authority it authorizes to the AED as a means to fulfill many of the roles of managing the office budget. Because most AEDs serve multiple counties, the AED may partner with an office staff member to assist with the day-to-day management of the office.

Partnering with the county to identify educational priorities

Assessing current and future educational needs is an ongoing process that counties, AEDs, local educators, program managers, and Institute Directors consistently engage in. This is often done through a more formal needs-assessment process which is broadly distributed to solicit input. Results are shared with key stakeholders. In addition, needs-assessment also occurs informally through normal daily conversations and monitoring of local and statewide trends.

Extension educators are asked to annually update their work plans and goals that serve the identified needs of residents within their geographic area, and contributions to statewide teams and programs. Educators regularly share summaries of programmatic goals and updates with their respective Extension oversight committee. Oftentimes situations arise in a given year which may require an adjustment to their work plan. The Extension committee will be kept abreast of changes throughout the year as the AED and/or educators share updates about programming and accomplishments.

Extension utilizes a program recording system to capture the outcomes and impacts from educators. This data is used by AEDs to develop monthly and annual reports. Special reports can be developed as requested throughout the year. In many rural counties, educators provide a written or oral report to the committee as frequently as monthly. In other situations, reports may be quarterly or even annually. Extension Committees should engage with their AED to strategize on how we can best share the impact and programs that are delivered to the county stakeholders.

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

County Responsibilities

County Facilities

The county agrees to provide office space, meeting space, telephone, computer, network connections for email and other communications, software, and other general office supplies. Extension does not dictate the level of support necessary from the county, but would expect comparable support as other county departments; adjusted for size.

In many cases this includes:

- Office and educational meeting room space.
- Adequate supplies for office and educational programming needs.
- Access to computers, internet, and other necessary office and educational equipment.
- Adequate storage space for equipment, publications, program files.

Office support

Support staff provide a critical function within the county Extension office. They are typically the first person that members of the public interact with. They can quickly identify which educator or resource may be able to further answer the person's question. They also provide assistance for program material preparation, marketing and outreach of educational programming, data-base entry of participants and enrollment, mailings of newsletters and other critical roles that help support the efficiency and effectiveness of the office and the educator's work.

The county agrees to provide adequate local office support. Again, although Extension does not offer a formula for determining the number of support staff the county should invest in, a minimum level of staffing would include one support staff. We would ask the following minimum support be provided for each Extension office:

- Support the administrative needs of the office
- Meet the program support needs of the educators

Extension is beginning to explore and pilot new support staff models with some counties. For example, a support staff hired as an Extension employee on the 136 contract. These positions continue to be fully county-funded but this adds additional benefits:

- Eliminates the risk associated with an AED supervising a county support staff employee, especially through performance issues.
- The support staff member would have access to all the software licenses that educators have access to including Microsoft Office, Zoom, Qualtrics and other educational-related software resulting in a cost savings for the county and more uniformity with Extension staff.
- The support staff member directly utilizes all of the same processes and systems of Extension employees

Supervision of County Employees

County support staff typically function at a high capacity as part of an effective office Extension team. When performance is high, there are rarely challenges with an AED providing support

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

and guidance for county support staff. In recent years Extension has become increasingly aware of the potential risk and liability of having an AED supervise a county employee, especially through performance concerns. The county will need to ensure that performance reviews of county employees are managed appropriately in the partnership. Support staff are part of the office team, which is important for the effectiveness of the Extension office. However, while Extension can contribute feedback and input for performance evaluations of support staff, Extension needs to work in partnership with the county HR department on county staff performance reviews.

An AED **can serve as a supervisor of function** for county employees within the office, but **cannot serve as the supervisor of record**. This adds a level of risk and liability for Extension and the county. Performance and disciplinary actions with support staff must be, and are best led, by the county. Again, in most situations the AED benefits by the engagement of support staff as part of the team. It's in the rare cases of performance issues with a county employee that the AED cannot be their 'supervisor' during that process.

County Policy, Rules and Procedures

Similar to the guidance above regarding Extension staff and employees, any individuals who are employed by the county are county employees and are subject to applicable county personnel rules, policies and procedures. Likewise, any volunteer who works on behalf of the county to further the purposes of the county will be considered a volunteer of the county.

The county will be responsible for ensuring that its employees and volunteers take affirmative steps to make it clear that they are employees or volunteers of the county. And, similar to the protections afforded to employees and volunteers that work on behalf of Extension, the county shall be liable for the acts and omissions of its ***employees*** and ***volunteers*** while acting within the scope of their employment or volunteer role.

County Policy Impact on Extension

Counties, as well as Extension, have developed work-related policy. Extension staff housed in a local Extension office are users of county-based technology, facilities and may have other county-based services potentially including the use of a county purchasing card for business. County-based Extension staff will abide by policy that relates to privileges afforded by the county. This may include but is not limited to:

- Technology use
- Keys to access the building
- Driving authorization if using a county vehicle

Similarly, Extension also has work-related policy that all Extension staff are expected to follow. There may be an overlap of some programs, such as Sexual Harassment training, technology/cybersecurity training, drivers authorization (for personal vehicle which is the norm for most staff). Extension staff will accept responsibility for county policy as it applies to their roles.

County Extension Oversight Committee

Each county Extension department should have an Extension oversight committee for policy and decision making as described in state statute. In a majority of counties, a dedicated committee is assigned for the Extension department. In other cases, counties have a committee that oversees several departments including Extension. The oversight committees provide valued feedback to Extension on educational priorities and staffing decisions.

Committee business such as agenda creation and minute taking is a county government function and is the responsibility of the county. The county Extension oversight committee should take the lead role in developing their committee agendas and taking minutes during their meetings. If support is needed for taking minutes during the meeting, the committee chair should work with their county clerk to explore options, such as the use of the county support staff. AEDs will engage and partner with the committee on agenda creation, to highlight the work that Extension educators are conducting in the area and on budget development and approvals, etc.

The county Extension Oversight Committee is encouraged to provide feedback for all of their Extension educators to the AED. Ideally, feedback is provided as close to the time when the observation is made, rather than just prior to a performance review. That way the AED can share celebrations and address concerns as quickly as possible with the staff member. Performance remediation of Extension staff is confidential, similar to county staff performance.

Mutual Responsibilities

Budget responsibilities

Extension provides co-funding for most educator positions. Counties purchase Extension's educational services through the 136 County Contract (136 County Contract template). This contract is updated and authorized annually for the calendar year. If both partners have adequate resources, positions can be co-funded based upon an annually established fee for educational services in the 136 County Contract. Counties can also fully-fund additional positions if Extension does not have the resources to co-fund all, or part, of the position.

The 136 County Contract is established with a fee structure for educational service for a given year. Regardless of employee salary, the possibility for mid-year promotions, or other factors, counties benefit by knowing the annual cost of the contract for service for the year for co-funded positions.

The fee for educational service also leverages other services and resources of the University of Wisconsin - Madison. The educator can tap into the expertise of specialists, technology, and other resources to address local issues. In general, the more the county contributes through the 136 County Contract for educational services for positions, the greater the opportunity and benefit of leveraging resources since the educators bring connections with campus specialists and other resources.

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

The AED is responsible for developing the county contract with appropriate staffing and accurate costs, and building that into the departmental budget for county adoption. The AED works through the appropriate channels and approval processes to ensure the departmental budget is reviewed and adopted by the full county board according to the county timeline.

Both Extension and the county recognize the cost of doing business may increase from year to year. Extension will review the fee structure each year and may include a fee adjustment to account for anticipated or unanticipated adjustments in the costs of doing business. Factors that contribute to these increases over time may include state-mandated pay-plans, health care and benefits related costs, promotions and other factors that impact costs.

Per the county contract, counties agree to provide travel and appropriate job expenses. County travel budgets dictate how much travel can occur for an educator to meet the educational needs of county constituents.

Hiring and Managing Vacancies

When a position becomes vacant both Extension and the county will re-evaluate the need and the financial commitment to the position. Both partners need to review and approve their financial commitment and other decision points before approving the refilling of the position. If the county and Extension agree to continue to support the desired program and position, Extension will lead a hiring process with the AED as the hiring authority. Most positions, with the exception of FoodWIse staff because they are fully federally grant-funded, the AED will seek input and engagement from the county throughout the hiring process.

State budget cuts over the years have reduced the number of Extension educator positions across the state. Extension does not have the resources to co-fund every position in every county across the state. As a necessary effort to provide service to more people, Extension is exploring developing more specialized positions within a program area and sharing the position across two or more counties. Most of the institutes have examples of this shared arrangement. The current strategy has been that counties pro-rate the cost of the position across the number of counties participating. Perhaps a future topic that the advisory committee can wrestle with in the future is to best determine what happens when a county cannot maintain their funding. That adds additional financial burden to the remaining counties, and could possibly lead to a shared-educator feeling insecure in their position and leaving.

The AED will work with Extension Human Resources and lead the interview process to ensure that EEO/AA and other policies are followed. Typically one or more members of the county Extension Education committee are involved with the final interview process. This does not exclude a county administrator or county HR director from participating in the hiring process.

Extension discourages counties from hiring county staff to serve as ‘Extension like’ educators in a county office. This has created significant challenges associated with supervision and direction as well as liability and insurance concerns. As referenced earlier, positions hired under the 136 County Contract, whether co-funded or fully county-funded, can leverage services and resources of Extension and the University of Wisconsin-Madison. These staff can tap into the expertise of specialists, technology, and other resources of the University to

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

address the local issues. County employees do not have the same level of access to those resources.

Although Extension cannot control what positions the county hires, the county will be responsible for ensuring that its employees (and volunteers) take affirmative steps to make it clear that they are employees or volunteers of the county.

Professional Development

Professional development shall be supported by both Extension and the county. The AED works closely with the educational staff to identify professional development needs. Professional development requested or required at the state level will be financially supported by Extension. Professional development that benefits the county (conferences, training, etc) should be supported with professional development funds associated with the county Extension department budget.

Educator's travel to Extension mandated meetings will be covered by Extension.

Nondiscrimination/Affirmative Action

The county and Extension will comply with all applicable state and federal laws and rules prohibiting unlawful discrimination. During the performance of work under this contract, Extension agrees not to discriminate against any employee or applicant for employment because of race, creed, ancestry, religion, color, sex, national origin, age, disability, arrest or conviction record, marital status, political affiliation, sexual orientation, or membership in the National Guard. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and, selection for training, including apprenticeship. Extension further agrees to take affirmative action to ensure equal employment opportunities.

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

Appendices

Our Purpose:

As a statewide engagement arm of UW–Madison, the Division of Extension embodies the Wisconsin Idea to extend university knowledge to every corner of the state. That mission started in 1912 with Extension's first agent making farm visits and continues today along with community and business development, youth engagement, and well-being programming. Our statewide network of educators and specialists with UW–Madison and on UW campuses across Wisconsin is responding every day to emerging and longstanding hurdles residents are overcoming to compete and prosper. We've identified key opportunities to leverage local resources and leading research to affect change and improve lives.

Link to Organization Chart

https://extension.wisc.edu/files/2019/06/extension-orgchart.pdf

Link to Division of Extension Staff Directory

Staff Directory

Link to Area Map w Director Names.pdf

136 County Contract template

https://drive.google.com/file/d/1P2wSdA3knibltYWBIr2aH_cBSoSKxjNL/view?usp=sharing

Attachment: CountyPartnership-Guidance (County Partnership Guidance Document)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **UW Extension**
DIRECTOR: **Cindy Sarkady**
PREPARER: **Claudia Breitengross**

Agenda Summary UW-Madison Division of Extension Ozaukee County Reports

ATTACHMENTS:

- May 2024 Report (PDF)
- 2024 Oversight Comm Recommended PnL Amended Bdgt5.2024 (PDF)

NATURAL RESOURCES COMMITTEE

Extension
UNIVERSITY OF WISCONSIN–MADISON
OZAUKEE COUNTY

MAY 2024 REPORT

4-H YOUTH DEVELOPMENT

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

Colleen Machut, 4-H Program Educator

Structured needs assessment surveys and conversations with 4-H youth and parents in which they had the opportunity to express their sparks and feedback in order to set priorities for next steps in the development of the Ozaukee County 4-H Program.

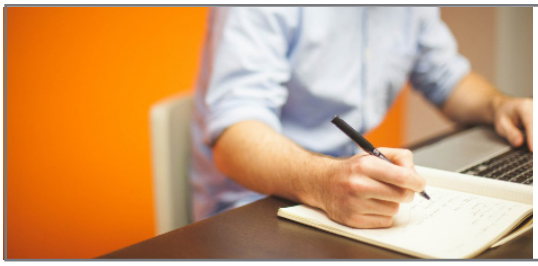
Being new in my position as 4-H Educator, it is essential that I conduct a thorough needs assessment in order to determine what the next steps should be in the development and continual improvement of the 4-H program. Gathering feedback from 4-H youth and their parents is essential information to guide this process. To respond to this need, I developed interview questions, surveys, and structured conversations that I used to facilitate interactions. I adjusted these to different developmental levels with several different versions of the surveys and interactions. Using data points that I had gathered from club and project leaders, I asked youth and their parents to prioritize the data points in terms of relative importance in moving the program forward. The most significant outcome of this work will be the determination of how to best move 4-H forward in a process of continual improvement while also empowering youth and volunteers. By continuing to improve 4-H, the program will become more successful in achieving the mission of helping youth to thrive in their lives. Based on the results of the needs assessment process thus far, several themes are emerging as to the priorities that may be most important to address: the need for project leaders to support youth sparks, the need for communication and support for members and leaders, and outreach to the community. Priorities may still change as more data is collected and analyzed.

Attachment: May 2024 Report (UW-Madison Division of Extension Ozaukee County Reports)

Extension
UNIVERSITY OF WISCONSIN–MADISON
OZAUKEE COUNTY

MAY 2024 REPORT

COMMUNITY DEVELOPMENT



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

Paul Roback, Community Development Educator

A series of pre-planning meetings with four Ozaukee County area nonprofits where we discussed the organizational development needs of each nonprofit and co-designed planning processes to address the identified needs. The intent of the planning process is to clarify the organization's purpose and develop achievable steps to realize their vision.

Community-serving organizations, including nonprofits, are more effective when they have a clear purpose/mission, vision, and goals. When there are changes in leadership, resources, community needs, and other internal or external factors that affect the organization, it is a best practice to engage in some form of strategic planning to set priorities, focus energy and resources, and ensure everyone is working towards common goals. Extension Community Development Educator Paul Roback conducted a series of preplanning discussions with the leadership from four Ozaukee County area nonprofits, including the Rotary Club of Cedarburg-Grafton, Portal, the Ozaukee Master Gardeners, and the Lakeshore Regional Child Advocacy Center. During each of these pre-planning meetings, we discussed the organizational development needs of the nonprofit and co-designed planning processes to address the identified needs. As a result of these discussions, Paul will deliver organizational development programming with each nonprofit. This includes designing and implementing a membership survey and facilitating strategic planning with the Rotary Club of Cedarburg-Grafton; conducting an external stakeholder survey and strategic planning with Portal; facilitating a membership engagement listening session with the Ozaukee Master Gardeners; and conducting an external stakeholder survey and facilitating strategic planning with the Lakeshore Regional Child Advocacy Center. The intent of these processes is to strengthen these organizations by increasing clarity and direction in their efforts to address local needs.

Attachment: May 2024 Report (UW-Madison Division of Extension Ozaukee County Reports)

Extension
UNIVERSITY OF WISCONSIN–MADISON
OZAUKEE COUNTY

MAY 2024 REPORT

AGRICULTURE

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

Crops

Liz Gartman, Regional Crops Educator

A presentation that introduced the concept of Dairy Heifer Grazing to agriculture professionals engaged in consulting with producers. Through this presentation, attendees learned about the cost savings using dairy heifer grazing versus conventional heifer grazing, the potential for less nutrient loss, water quality improvement and improved health and longevity that can benefit dairy producers profitability and environmental sustainability.

Raising dairy heifer is an expensive enterprise for most dairies and producers are interested in opportunities for cost savings that can improve overall farm profitability without compromising performance and quality. This coupled with a move toward identifying ways to improve water quality and soil health make dairy heifer grazing a viable option. After holding two listening sessions based on this management strategy, it was determined to be a viable way to move the needle on key issues facing dairies. Sharing the data with participants that serve as advisors to dairy producers allows them to advocate for the practice when meeting with their clients. A presentation was prepared that focused on the cost savings when raising heifers using managed grazing versus confinement, the improvement in nutrient loss of Nitrogen and Phosphorus due to runoff that is common in conventional systems, and the benefits to animal performance, fitness, health and welfare when raised in grazing based systems. We answered questions and shared key articles and data to support our discussion. Via evaluation, 26 attendees shared (agree + strongly agree) that the information was applicable and relevant to their work, and 11 indicated they would frequently share the information in their work. 27 attendees agreed/ strongly agreed they increased their knowledge related to this topic.

A dairy production newsletter for farmers, managers, employees and agribusiness professionals that provides the reader an introduction to upcoming UW Madison Division of Extension Programming including the Pest Text Alerts, Wisconsin Ag Climate Outlook reports, opportunities to optimize forage testing and updates on Highly Pathogenic Avian Influenza in dairy cows. This newsletter provides timely updates on Extension recommendations, events and industry news.

Continued on next page.

Attachment: May 2024 Report (UW-Madison Division of Extension Ozaukee County Reports)

Extension
UNIVERSITY OF WISCONSIN–MADISON
OZAUKEE COUNTY

APRIL 2024 REPORT

Agriculture continued

A partnership between the Eastern Wisconsin Dairy Herd Improvement Cooperative and Extension results in a newsletter mailed to 300 current dairy producers in Eastern Wisconsin. The newsletter shares results from the cooperative's milk testing and allows local Extension educators to share key activities, events and articles that focus on improving management related to crops and dairy cattle. The partnership allows Extension educators to determine what resources are most important to producers at the times the newsletter is published, which in turn provides research based solutions to growers and farmers when it makes sense for their farm. We collaborate with DHIC staff to ensure timely delivery of the content. The newsletter is directly mailed to approximately 300 dairy producers every two months, and the targeted information drives dairy producers to engage with Extension programs and educators.

Attachment: May 2024 Report (UW-Madison Division of Extension Ozaukee County Reports)

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

UW-Madison Division
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4-H Program Educator

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Liz Gartman
Regional Crops Educator

Paul Roback
Community Development Educator

Cassi Worster
Area Marketing Specialist

An EEO/AA employer, University of Wisconsin-Madison Division of Extension provides equal opportunities in employment and programming, including Title VI, Title IX, the Americans with Disabilities Act (ADA) and Section 504 of the Rehabilitation Act requirements.

Ozaukee County Committee Report

General Fund University of Wisconsin Extension

For the Four Months Ending Tuesday, April 30, 2024

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	$1,546	$1,546	$3,890	$2,344	39.74%
Public Charges for Services	$3,580	$5,790	$7,980	$2,190	72.56%
Total Revenues	**$5,126**	**$7,336**	**$11,870**	**$4,534**	**61.80%**
Expenditures					
Salaries	$5,082	$20,030	$66,305	$46,275	30.21%
Fringe Benefits	$632	$2,504	$8,253	$5,749	30.34%
Travel/Training	-	$221	$13,588	$13,367	1.63%
Supplies	$12	$986	$17,940	$16,954	5.50%
Purchased Services	$87	$423	$106,664	$106,241	0.40%
Interdepartment Charges	$1,470	$5,966	$20,619	$14,653	28.93%
Other Expenses	-	-	$1,043	$1,043	0.00%
Total Operating Expenditures	**$7,283**	**$30,130**	**$234,412**	**$204,282**	**12.85%**
Capital Outlay					
Total Expenditures	**$7,283**	**$30,130**	**$234,412**	**$204,282**	**12.85%**
Net Increase (Decrease)	**($2,157)**	**($22,794)**	**($222,542)**	**($199,748)**	**10.24%**

Equity:

Attachment: 2024 Oversight Comm Recommended PnL Amended Bdgt5.2024 (UW-Madison Division of Extension Ozaukee County Reports)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Register of Deeds**
DIRECTOR: **Jennifer Laurin**
PREPARER: **Jennifer Laurin**

Agenda Summary Register of Deeds/Land Information Report

ATTACHMENTS:

- May Department Report (DOCX)
- ROD (PDF)
- Land Information (PDF)

NATURAL RESOURCES COMMITTEE

Register of Deeds

Land Information

May 2024 Department Report

Register of Deeds Office: We recorded 886 documents in April, compared to 827 for the same period the year before. 81.72% of the documents this month were recorded as a digital record versus 75.46% for this period in 2023. We had a profit of $28,406.00 for April, and $76,434.00 year-to-date.

The April profits from our Contract Customers equaled $5,898.34.

In April we received $179,811.30 in Transfer Fees. Of that amount $143,849.04 was the portion that went to the State, and $35,962.26 was the portion that went to the County.

Two weeks ago, Patty and Jen attended the Fidlar Educational Symposium for continuing education pertaining to the Register of Deeds Office. Some of the many topics included Privacy Shielding and State Legislation, Property Fraud Alert, good customer service or legal advice, and indexing best practices. They learned many things to bring back to the office in order to continue to provide the best service to the customers.

Land Information Office: This office had a profit of $1,388 for April.

Land Information is continuing to pursue filling the GIS Tech position this year.

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

Ozaukee County Committee Report

General Fund Register of Deeds

For the Four Months Ending Tuesday, April 30, 2024

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	$65,607	$231,166	$1,000,000	$768,834	23.12%
Total Revenues	**$65,607**	**$231,166**	**$1,000,000**	**$768,834**	**23.12%**
Expenditures					
Salaries	$20,153	$82,985	$260,054	$177,069	31.91%
Fringe Benefits	$8,493	$39,905	$94,314	$54,409	42.31%
Travel/Training	$130	$605	$2,700	$2,095	22.41%
Supplies	-	$230	$1,325	$1,095	17.36%
Purchased Services	$5,960	$20,700	$103,150	$82,450	20.07%
Interdepartment Charges	$2,465	$10,257	$36,437	$26,180	28.15%
Other Expenses	-	$50	-	($50)	0.00%
Total Operating Expenditures	**$37,201**	**$154,732**	**$497,980**	**$343,248**	**31.07%**
Capital Outlay					
Total Expenditures	**$37,201**	**$154,732**	**$497,980**	**$343,248**	**31.07%**
Net Increase (Decrease)	**$28,406**	**$76,434**	**$502,020**	**$425,586**	**15.23%**

Equity:

Attachment: ROD (Register of Deeds/Land Information Report)

Ozaukee County Committee Report

Special Revenue Fund Land Information

For the Four Months Ending Tuesday, April 30, 2024

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Taxes	-	-	$57,535	$57,535	0.00%
Intergovernmental Revenues	$1,000	$1,000	$11,000	$10,000	9.09%
Public Charges for Services	$7,426	$26,282	$100,000	$73,718	26.28%
Total Revenues	**$8,426**	**$27,282**	**$168,535**	**$141,253**	**16.19%**
Expenditures					
Salaries	$4,979	$19,917	$64,722	$44,805	30.77%
Fringe Benefits	$1,664	$7,635	$20,930	$13,295	36.48%
Travel/Training	-	$998	$7,000	$6,002	14.26%
Supplies	-	-	$16,500	$16,500	0.00%
Purchased Services	$16	$5,017	$54,000	$48,983	9.29%
Interdepartment Charges	$379	$1,515	$4,846	$3,331	31.26%
Other Expenses	-	-	$537	$537	0.00%
Total Operating Expenditures	**$7,038**	**$35,082**	**$168,535**	**$133,453**	**20.82%**
Capital Outlay					
Total Expenditures	**$7,038**	**$35,082**	**$168,535**	**$133,453**	**20.82%**
Net Increase (Decrease)	**$1,388**	**($7,800)**	**-**	**$7,800**	**0.00%**

Equity:

Attachment: Land Information (Register of Deeds/Land Information Report)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Land and Water Management**
DIRECTOR: **Katie Vogeler**
PREPARER: **Katie Vogeler**

Agenda Summary Ozaukee County Demonstration Farm Network Contract

BACKGROUND INFORMATION: In 2018, Ozaukee County, in Partnership with USDA-NRCS (Natural Resources Conservation Service), formed the Ozaukee County Demonstration Farm Network, the third Demonstration Farm Network in the state. The purpose is to establish and showcase a combination of traditional conservation practices along with innovative farm technologies which improve soil health and water quality. Four farms presently comprise the network: Melichar Broad Acres, Redline Ranch, Lake Breeze Farms, and more recently added the Joe Lapinski Farm. Upon development of the Network, Ozaukee County entered into a 3-year Contribution Agreement (6/18/2018 - 12/31/2023) with USDA-NRCS which included $75,000 of federal NRCS funds and a $25,000 County contribution, and received an extension to run through 6/18/2024.

This new partnership Agreement will run from 6/19/2024 through 9/30/2029 which includes $172,000 of federal NRCS funds and a $57,420 County contribution over the contract period.

ANALYSIS: The agreement includes $172,000 of federal NRCS funds and a $57,420 County contribution. These costs cover an agronomy manager to oversee the project management.

FISCAL IMPACT: $229,420 over the 5 year contract, or $45,884 each year of the contract.

FUNDING SOURCE: $172,000 USDA-NRCS and $57,420 County Contribution over the 5 year contract. An estimate of $34,400 and $11,484 respectively in each agreement year.

RECOMMENDED MOTION: To approve the Grant and Agreement Award with the USDA-NRCS to continue the Ozaukee County Demonstration Farm Network.

ATTACHMENTS:

- 2024-2029 DEMO FARM CONTRACT AGREEMENT (PDF)

NATURAL RESOURCES COMMITTEE

U.S. Department of Agriculture
Natural Resources Conservation Service

NOTICE OF GRANT AND AGREEMENT AWARD

1. Award Identifying Number	2. Amendment Number	3. Award /Project Period	4. Type of award instrument:
NR245F48XXXXC010		Date of Final Signature - 09/30/2029	Contribution Agreement

5. Agency (Name and Address)	6. Recipient Organization (Name and Address)
Natural Resources Conservation Service 8030 Excelsior Drive, Suite 200 Madison, WI 53717	Ozaukee County 121 W Main Street Port Washington WI 53074-1813 UEI Number / DUNS Number: GW2QBT46RKR1 / 07115947

7. NRCS Program Contact	8. NRCS Administrative Contact	9. Recipient Program Contact	10. Recipient Administrative Contact
Name: Abigale Johnson Phone: (608) 662-4422 Email: abigale.johnson@usda.gov	Name: Kimberly Johnson Phone: (202) 772-6028 Email: kimberly.johnson2@usda.gov	Name: Katie Vogeler Phone: (262) 284-8279 Email: kvogeler@ozaukeecounty.gov	Name: Katie Vogeler Phone: (262) 284-8279 Email: kvogeler@ozaukeecounty.gov

11. CFDA	12. Authority	13. Type of Action	14. Program Director
10.902	7 U.S.C 6962a: Contribution 16 U.S.C. 2001-2009 16 U.S.C. 2004 16 U.S.C. 3801 et seq 16 U.S.C. 590a-590f, 590q 7 CFR 12 7 U.S.C. 1010a	New Agreement	Name: Katie Vogeler Phone: (262) 284-8279 Email: kvogeler@ozaukeecounty.gov

15. Project Title/ Description: Coordinate Demonstration Farm Network

16. Entity Type: B = County Government

17. Select Funding Type

Select funding type:	☒ Federal	☒ Non-Federal
Original funds total	$172,000.00	$57,420.00
Additional funds total	$0.00	$0.00
Grand total	$172,000.00	$57,420.00

18. Approved Budget

Attachment: 2024-2029 DEMO FARM CONTRACT AGREEMENT (Ozaukee County Demonstration Farm Network Contract)

Personnel	$0.00	Fringe Benefits	$0.00
Travel	$0.00	Equipment	$0.00
Supplies	$0.00	Contractual	$0.00
Construction	$0.00	Other	$172,000.00
Total Direct Cost	$172,000.00	Total Indirect Cost	$0.00
		Total Non-Federal Funds	$57,420.00
		Total Federal Funds Awarded	$172,000.00
		Total Approved Budget	$229,420.00

This agreement is subject to applicable USDA NRCS statutory provisions and Financial Assistance Regulations. In accepting this award or amendment and any payments made pursuant thereto, the undersigned represents that he or she is duly authorized to act on behalf of the awardee organization, agrees that the award is subject to the applicable provisions of this agreement (and all attachments), and agrees that acceptance of any payments constitutes an agreement by the payee that the amounts, if any, found by NRCS to have been overpaid, will be refunded or credited in full to NRCS.

Name and Title of Authorized Government Representative JOSH ODEKIRK Acting State Conservationist	Signature JOSHUA ODEKIRK Digitally signed by JOSHUA ODEKIRK Date: 2024.05.21 12:39:42 -05'00'	Date
Name and Title of Authorized Recipient Representative KATIE VOGELER Director, Ozaukee County LWM	Signature	Date 5-16-2024

NONDISCRIMINATION STATEMENT

The U.S. Department of Agriculture (USDA) prohibits discrimination in all its programs and activities on the basis of race, color, national origin, age, disability, and where applicable, sex, marital status, familial status, parental status, religion, sexual orientation, genetic information, politica beliefs, reprisal, or because all or a part of an individual's income is derived from any public assistance program. (Not all prohibited bases apply to all programs.) Persons with disabilities who require alternative means for communication of program information (Braille, large print, audiotape, etc.) should contact USDA's TARGET Center at (202) 720-2600 (voice and TDD). To file a complaint of discrimination write to USDA, Director, Office of Civil Rights, 1400 Independence Avenue, SW., Washington, DC 20250-9410 or call (800) 795-3272 (voice) or (202) 720-6382 (TDD). USDA is an equal opportunity provider, employer, and lender.

PRIVACY ACT STATEMENT

The above statements are made in accordance with the Privacy Act of 1974 (5 U.S.C. Section 552a).

Attachment: 2024-2029 DEMO FARM CONTRACT AGREEMENT (Ozaukee County Demonstration Farm Network Contract)

Statement of Work

Purpose

A. This agreement is made by and between the United States Department of Agriculture, Natural Resources Conservation Service, hereafter referred to as “NRCS”, and Ozaukee County Land & Water Management Department hereafter referred to as “Ozaukee County LWMD”. The collective name of both entities is hereafter referred to as the “Parties”.

B. There is a need for more and better information on the effectiveness of current conservation systems used to reduce nonpoint source pollution, especially in critical watersheds of the Great Lakes basin. The purpose of the agreement is to coordinate a network of Demonstration Farms in Ozaukee County to demonstrate to farmers and general public that the right combination of traditional conservation practices and other innovative technologies functioning on the landscape can produce viable and sustainable economic and environmental benefits supporting nearshore and surface water efforts in the Great Lakes basin.

Objectives

A. The parties have a mutual interest in helping to bring about the conservation and wise use of land, water, and related natural resources within the state of Wisconsin. A network of farms will be managed whereby demonstrations will be conducted to showcase the effectiveness and adaptability of conservation practice systems that reduce erosion, sedimentation and nonpoint source pollution and provide education/technology transfer opportunities for the public, farmers, land managers, agribusiness, environmental organizations, natural resource agencies, and research entities. Ozaukee County LWMD and collaborating partners will coordinate a Demonstration Farm Network in Ozaukee County. The Demonstration Farms will aid in the evaluation of the physical, chemical, biological, economic and social impacts of agriculture and other human activities on nonpoint source pollution control within the Great Lakes basin. Objectives of the Demonstration Farm Network include, but not limited to:

1. Coordinate a Demonstration Farm Network in Ozaukee County to test the effectiveness of current and innovative conservation systems as they pertain to nonpoint pollution control.

2. Coordinate an efficient and effective mechanism to provide the transfer of technology and information on the effectiveness of conservation systems to the end-users, land management agencies, agribusiness and the public.

3. Create opportunities for others including resource, environmental and research agencies and agribusiness to test research, technical assistance and program implementation on the demonstration farm sites.

4. Create and implement an information/outreach strategy to share information and lessons learned to other natural resource managers, researchers, and stakeholders throughout the Great Lakes basin.

Budget Narrative

A. The official budget described in this Budget Narrative will be considered the total budget as last approved by the Federal awarding agency for this award. Amounts included in this budget narrative are estimates. Reimbursements will be based on actual expenditures, not to exceed the total agreement obligation.

	NRCS	Ozaukee County LWMD
Personnel:	$0	$37,500
Supplies:	$36,500	$11,400
Travel:	$9,000	$0
Contractual:	$112,000	$8,020
Other:	$14,500	$500
Grand Total:	$172,000	$57,420

B. Ozaukee County LWMD shall coordinate the technical assistance to complete the agreement deliverable items. The agreement deliverable items are identified in the Expected Accomplishments and Deliverables section. NRCS will provide a maximum financial reimbursement of $172,000 to Ozaukee County LWMD based on the budget categories and amounts listed below (i.e., Federal Budget).

Attachment: 2024-2029 DEMO FARM CONTRACT AGREEMENT (Ozaukee County Demonstration Farm Network Contract)

C. Federal Budget:

1. Supplies:

Deliverable Item #3 (Field Day Events): $4,000 per event ($3,000 Federal) (tent, portable toilet, printing, personal protective supplies, etc. for tour coordination and demonstrations) x 9 events (approximately 3/year) = $27,000

$1000 per event ($750 Federal) (Pop-up Field Days- portable toilet, printing, personal protective supplies, etc. for tour coordination and demonstrations) x 6 events (approximately 2/year) = $4,500

Deliverable Item #7 (Site Supplies, Maintenance, and Expenses Related to Demo Farm Promotion and disseminating demonstration farm results. 1 per demonstration farm site): $1100/sign x 4 signs = $4,400; $150/year to maintain signage x 3 years = $450; Other Demonstration Promotion Expenses = $150

2. Travel:

Deliverable Item #9 (Mileage): 3,731 miles per year (average) x $0.67 (or current federal rate) x 3 years = $7,500

Deliverable Item #10 (Travel): 2 travel nights/year (estimate) x $250/night x 3 years = $1,500

3. Contractual:

Deliverable Item #1 (Employ Demonstration Farm Network Project Manager): $80/hr. x 275 hrs/year x 3 years = $66,000

Deliverable Item #4 (Webpage Management): approximately $673/year ($500 Federal) x 3 years = $1,500
Deliverable Item #5 (Farmer Participation & Data Collection): Producer data collection & event attendance $20/ac. x 125 ac./year x 4 farms x 3 years = $30,000

Deliverable Item #11 (Outreach Promotions): 1 video promotions x $7,000/ea. = $7,000

Deliverable Item #12 (Participating Farmer Group Meeting): 4 meetings/year x $1,250/ea ($625 Federal) x 3 years = $7,500

4. Other Expenses:

Deliverable Item #8 (Innovative Conservation Activities): 2 projects estimate (soil health, cover crops, nutrient management) x $5,000 average = $10,000

Deliverable Item #6 (Soil Sampling): Soil sampling and nutrient management planning as needed to stay current with NRCS Conservation Practice Standard 590 and soil health/biomass testing (in-kind farm contribution): $20/sample x 150 samples = $3,000

Deliverable Item #14 (Miscellaneous): Expenses related to training registration fees, expenses, and miscellaneous items related to implementing the Demonstration Farm Network (e.g. National No-Till Conference, Wisconsin Water and Soil Health Conference registration). $2,000 ($1,500 Federal)

D. Ozaukee County LWMD will provide a minimum contribution of $57,420 (cash and/or in-kind) based on the budget categories and amounts listed below (i.e., Non-Federal Budget).

E. Non-Federal Budget:

1. Personnel:

Deliverable Item #13 (Ozaukee County LWMD Staff Time): 750 hours by Ozaukee County LWMD staff x $50/hr (may include additional rate for overhead) = $37,500

2. Supplies:

Deliverable Item #2 (Tours): $150/Tour (average) x 6 tours = $900
Deliverable Item #3 (Field Day Events): $1,000 per event (tent, portable toilet, printing, personal protective supplies, etc.) x 9 events (approximately 3/year) = $9,000

$250 per event (Pop-up Field Days- portable toilet, printing, personal protective supplies) x 6 events (approximately 2/year) = $1,500

3. Contractual:

Deliverable Item #4 (Webpage Management): approximately $173/year x 3 years = $520

Deliverable Item #12 (Participating Farmer Group Meeting): 4 meetings x $625/ea x 3 years = $7,500

Recipient has elected to voluntarily waive indirect costs.

F. Adjustments between the NRCS financial contributions identified for the object class categories may be accommodated in accordance with the Prior Approval Requirements of the General Terms and Conditions.

G. The NRCS financial code associated with this agreement is:

NR.RA.COTA.55.RN2C.2324R

Responsibilities of the Parties:

A. If inconsistencies arise between the language in this Statement of Work (SOW) and the General Terms and Conditions document attached to the agreement, the language in this SOW shall take precedence.

B. OZAUKEE COUNTY LWMD RESPONSIBILITIES:

1. Perform the work and produce the deliverables as outlined in this Statement of Work.

2. Comply with the applicable version of the General Terms and Conditions.

3. Provide overall coordination and oversight for the management of a Demonstration Farm Network in the Ozaukee County portion of Sauk Creek, Sucker Creek and Milwaukee River basins. NRCS shall have final approval authority over selection and changes of the Demonstration Farm sites. Ozaukee County LWMD shall collaborate with conservation partners to assist in the implementation of project activities. Ozaukee County LWMD project coordination responsibilities shall include (but not limited to):

a. Serve as the point-of-contact between DATCP, NRCS, and collaborating partners
b. Coordinate Project Management Team
c. Coordinate and oversee work activities of collaborating partners
d. Coordinate and conduct meetings
e. Develop and distribute education and outreach materials

4. Ensure deliverable items identified in the agreement, as performed by Ozaukee County LWMD and collaborating partners, comply with NRCS policies and procedures as applicable.

5. Comply with the applicable version of the General Terms and Conditions.

6. Ensure conservation practices planned and installed under this agreement shall meet applicable state NRCS conservation practice standards, specifications, and program requirements; be consistent with the conservation program goals and objectives in the agreement; and incorporate, where appropriate, low-cost alternatives that would address the resource issues and meet the objectives of Conservation Technical Assistance (CTA) and the participating farm client for which assistance is provided.

7. Access NRCS client records only as necessary to carry out the purpose of this agreement. Access does not give custody of CTA records (or files) to Ozaukee County LWMD. Contents of CTA records will not be disclosed without the express written consent of the NRCS Freedom of Information and Privacy Acts Officer.

8. Coordinate with NRCS well in advance of all news releases and information materials produced to publicize, announce, or promote the projects, activities, and events resulting from this agreement. Acknowledge NRCS support on any publications written or published or any audiovisual produced with NRCS financial support and, if feasible, on any publication reporting the results of, or describing this supported activity.

9. Work with and recognize NRCS in any public or legislative outreach deemed appropriate for aiding citizens in understanding the use of public funds and natural resources
conservation benefits derived as a result of this cooperative effort.

10. Submit reports and payment requests to the ezFedGrants system or the Farm Production and Conservation (FPAC) Grants and Agreements Division via email to FPAC.BC.GAD@usda.gov as outlined in the applicable version of the General Terms and Conditions. Reporting frequency is as follows:

Performance reports: Annual
SF425 Financial Reports: Annual
Payment Requests: Quarterly

C. NRCS RESPONSIBILITIES:

1. Identify and prioritize work assignments, provide any needed training and technical guidance to Ozaukee County LWMD and collaborating partners while working to accomplish the objectives of this agreement.

2. Provide consultative assistance to Ozaukee County LWMD and collaborating partners in completing all work items covered by this agreement.

3. Provide interpretation of applicable NRCS standards, policies, and guidelines. Work products produced as a result of the agreement will be periodically reviewed to ensure
compliance with applicable NRCS standards and policies.

4. Provide NRCS representatives for Project Management Team.

5. Work with and recognize Ozaukee Demonstration Farms and Ozaukee County LWMD in any public or legislative outreach deemed appropriate for aiding citizens in
understanding the use of public funds and natural resources conservation benefits derived as a result of this cooperative effort.

Expected Accomplishments and Deliverables

A. Deliverable Item #1: Employ Demonstration Farm Network Project Manager

Ozaukee County LWMD will employ individual(s) to serve as a Demonstration Farm Network Project Manager and Demonstration Farm Network Project Assistant. The NRCS Technical Contact will review the work performed by the employed staff to determine compliance with Wisconsin NRCS quality assurance requirements. Approval of such performance shall be required prior to such work being charged against this agreement. The major work duties of the Project Manager and Assistants include (but not limited to):

1. Maintain contact and communication with Demonstration Farms Network participants for the purpose of the operation and management of the project sites. Contact notes (i.e.,
date, contact name, and summary of discussion) are to be recorded on NRCS-CPA-06 form or equivalent.

2. Establish and maintain contact and communication with area farmers, conservation organizations, and business representatives to build partnerships and coalitions for
Demonstration Farm Network. Contact notes (i.e. date, contact name, and summary of discussion) are to be recorded on NRCS-CPA-06 form or equivalent.

3. Collect field and cost data from Demonstration Farms Network sites and consolidate into a report for each project site. A report for each project site shall be provided in the spring
and in the fall. Data collection shall include record crop productivity and yields, nutrient and pesticide applications, tillage activities, implementation of conservation activities, cost
data, and other relevant site information.

4. Coordinate and conduct Project Management Team & Technical Advisory Committee meetings. Conduct follow-up activities as a result of meetings.

5. Provide monthly progress summary report of Demonstration Farm Network sites.

6. Coordinate and conduct tours of Demonstration Farm Network sites.

Attachment: 2024-2029 DEMO FARM CONTRACT AGREEMENT (Ozaukee County Demonstration Farm Network Contract)

7. Coordinate, collaborate, and routinely communicate with the Parties and collaborating partners regarding project status updates.

8. Develop a project work plan for new Demonstration Farm sites. The work plan will include an inventory of natural resource features associated with the project site and identify potential conservation practices for implementation.

9. Coordinate activities of Demonstration Farm participants whereby participating farmers will attend and contribute during tours and events, provide and maintain access to sites, and collect and provide field and cost data.

10. Create graphics for the Demonstration Farm Network and install a promotional sign at each Demonstration Farm site.

11. Plan, survey, design, and oversee installation of new conservation activities (non-USDA program funded) for demonstration purposes. Agreements shall be developed with Demonstration Farms Network participants for conservation activity implementation and maintenance. NRCS shall have final approval authority over conservation activity installations and planned extents.

12. Coordinate and conduct conservation equipment demonstrations (field days) for area farmers and conservation professionals.

13. Host conferences or workshops to present Demonstration Farms Network information.

14. Present Demonstration Farms Network information at regional conferences.

15. Regularly update webpage to highlight and showcase the Demonstration Farm Network.

16. Prepare Annual Project Summary Publication. The publication shall document and summarize all activities conducted as part of Demonstrations Farm Network during the federal fiscal year and include a summary of data collections and evaluations.

17. Prepare Final Project Summary Publication. The publication shall document and summarize all activities conducted as part of Demonstrations Farms Network and include a summary of data collections and evaluations.

18. Other duties as determined by the Parties.

Documentation Requirements (submit with SF-270): Detailed accounting report of the Demonstration Farm Network Project Manager work hours completed during the reimbursement request period. Reimbursement payments by NRCS shall only be approved for the tasks identified as major duties as described above. The NRCS payment reimbursement shall be based on the actual cost expense incurred by Ozaukee County LWMD for the employment of the Demonstration Farm Network Project Manager.

B. Deliverable Item #2: Tours

Conduct tours of the farms participating in the Demonstration Farm Network. Tours shall be provided to area farmers, conservation organizations, business representatives, and other individuals to provide educational information regarding conservation practices and activities adopted on the farms. Information regarding County and NRCS conservation assistance and Farm Bill program opportunities shall be provided during each tour event. The differentiation between tours and Field Day Events (Deliverable Item #3); is that tours do not involve major supply needs (e.g. tent, portable toilet, etc.).

C. Deliverable Item #3: Field Day Events

Conduct field day events showcasing the implementation of conservation activities or conservation equipment demonstrations. This deliverable item is specifically associated with the staff time required to coordinate and conduct the field day event.

Documentation Requirements (submit with SF-270): Field Day Event announcement notification, copy of event agenda, digital photographs of event, and list of attendees.

D. Deliverable Item #4: Webpage

Attachment: 2024-2029 DEMO FARM CONTRACT AGREEMENT (Ozaukee County Demonstration Farm Network Contract)

A webpage shall be maintained to provide Demonstration Farm Network information and notifications of upcoming events.

Documentation Requirements (submit with SF-270): Reimbursement shall be based on actual cost receipts associated with web-hosting expense.

E. Deliverable Item #5: Farmer Participation & Data Collection

The deliverable is the acres enrolled as a Demonstration Farm site. The deliverable includes farmer participation during tours and events, site access maintenance by farmer, and farmer collection of field and cost data. NRCS shall have final approval authority over selection of Demonstration Farm and Satellite Farm sites and acres enrolled in the project.

Documentation Requirements (submit with SF-270): Copy of map of each farm which includes acreage enrolled in the Demonstration Farm Network.

F. Deliverable Item #6: Soil Sampling

Collect and analyze soil samples on land enrolled in the Demonstration Farm Network as needed to stay current with NRCS Conservation Practice Standard 590 and soil health/biomass testing. The type and quantity of soil sampling to be conducted shall be upon mutual agreement by the Parties. No work may commence and no expenses can be incurred without prior review and approval by NRCS. Reimbursement shall be based on actual cost receipts for the activity conducted.

Documentation Requirements (submit with SF-270): Soil sample locations (maps) and soil sample analysis results (data results).

G. Deliverable Item #7: Site Supplies, Maintenance, and Demo Farm Promotion Related Expenses

Design and install promotional signs at each Demonstration Farm site. Other site supplies and maintenance activities may be authorized upon mutual concurrence by the Parties. Reimbursement shall be based on actual cost receipts. No work may commence and no expenses can be incurred without prior review and approval by NRCS.

Documentation Requirements (submit with SF-270): Actual cost receipts and supporting documentation as determined by NRCS.

H. Deliverable Item #8: Innovative Conservation Activities

New conservation activities (non-USDA program funded) planned and installed for demonstration purposes. Reimbursement shall be based on actual cost receipts for the activity. No work may commence on an innovative conservation activity without prior review and approval by NRCS.

Documentation Requirements (submit with SF-270): Actual cost receipts and supporting documentation as determined by NRCS.

I. Deliverable Item #9: Mileage

Mileage traveled by the Demonstration Farm Network Project Manager utilizing their personal vehicle to perform the tasks as stated in the agreement (e.g. travel to farm sites, meetings, conferences, etc.). Reimbursement shall be based on the current federal reimbursement rate for private vehicle use.

Documentation Requirements (submit with SF-270): Mileage report that identifies date, travel location, and quantity of miles.

J. Deliverable Item #10: Travel

Travel (lodging and per diem) by the Demonstration Farm Network Project Manager as needed for meetings, conferences, and events. All travel must be reviewed and concurred by the Parties in advance of expenses being incurred.

Documentation Requirements (submit with SF-270): Travel expense documentation.

K. Deliverable Item #11: Outreach

Expenses associated with outreach efforts to promote the Demonstration Farm Network (e.g. video productions, bulk mailings, etc.). Reimbursement shall be based on actual cost receipts for the activity. No expenses may be incurred on

outreach promotions without prior review and approval by NRCS.

Documentation Requirements (submit with SF-270): Actual cost receipts and supporting documentation as determined by NRCS.

L. Deliverable Item #12: Participating Farmer Group Meeting

Expenses associated with coordination and conducting of in-person group meeting with farmers enrolled in the Demonstration Farm Network. Reimbursement shall be based on actual cost receipts for the activity. No expenses may be incurred on outreach promotions without prior review and approval by NRCS. Participating Farmer Group Meetings should be conducted four times per year.

Documentation Requirements (submit with SF-270): Actual cost receipts and supporting documentation as determined by NRCS.

M. Deliverable Item #13: Ozaukee County LWMD Staff Time

Ozaukee County LWMD will manage and track individual staff from Ozaukee County LWMD devoted to the Demonstration Farm Network. The staff time will contribute to the goals, objectives, and deliverables of this demonstration farm agreement. The NRCS Technical Contact will review the work performed by the LWMD to determine compliance with Wisconsin NRCS quality assurance requirements. Approval of such performance shall be required prior to such work being charged against this agreement. The major work duties of the Ozaukee County LWMD staff include (but not limited to):

1. Provide overall coordination and oversight for the and management of the Demonstration Farm Network.
2. Maintain contact and communication with Demonstration Farm Network participants. Contact notes (i.e. date, contact name, and summary of discussion) are to be recorded on NRCS-CPA-06 form or equivalent.

3. Establish and maintain contact and communication with area farmers, conservation organizations, and business representatives to build partnerships and coalitions for Demonstration Farm Network. Contact notes (i.e. date, contact name, and summary of discussion) are to be recorded on NRCS-CPA-06 form or equivalent.

4. Attend and participate in Project Management Team & Technical Advisory Committee meetings. Conduct follow-up activities as a result of meetings.

5. Coordinate and conduct field days and tours of Demonstration Farm Network sites.

6. Coordinate, collaborate, and routinely communicate with the Parties and collaborating partners regarding project status updates.

7. Assist with creating and/or distributing demonstration farm outreach materials developed in coordination with the Demo Farms Project Manager and reviewed and approved by NRCS.

8. Plan, survey, design, and oversee installation of new conservation activities (non-USDA program funded) for demonstration purposes. Agreements shall be developed with Demonstration Farm Network participants for conservation activity implementation and maintenance. NRCS shall have final approval authority over conservation activity installations and planned extents.

9. Assist with workshops to present Demonstration Farm Network information.

10. Supply the Demonstration Farm Project Manager with annual project results summary. The summary document will include all activities conducted as part of Demonstrations Farm Network during the federal fiscal year and include a summary of data collections and evaluations.

11. Other duties as determined by the Parties.

N. Deliverable Item #14: Other Expenses

Other miscellaneous expenses associated with coordination of demonstration farm network not associated with deliverable items #1 –13, and includes conference registration fees for the communication of knowledge learned at the demonstration farms and to bring back knowledge learned at the conference to improve the demonstration farm experience for producers. No expenses can be incurred without prior review and approval by NRCS.

Documentation Requirements (submit with SF-270): Actual cost receipts and supporting documentation as determined by NRCS.

Resources Required

A. Ozaukee County LWMD will provide staff assistance and other resources as applicable to support the management of the Demonstration Farm Network.

B. NRCS will provide staff assistance and other resources as applicable to support the management of the Demonstration Farm Network.

Milestones

A. Completion of deliverable items will be closely monitored on a quarterly and annual basis to ensure acceptable progress is being made. Deliverable items completed in excess of the quantity identified in the agreement shall not be eligible for NRCS payment reimbursement. All deliverable items as identified in the Statement of Work shall be completed no later than the agreement expiration date.

Attachment: 2024-2029 DEMO FARM CONTRACT AGREEMENT (Ozaukee County Demonstration Farm Network Contract)

GENERAL TERMS AND CONDITIONS

Please reference the below link(s) for the General Terms and Conditions pertaining to this award:
https://www.fpacbc.usda.gov/about/grants-and-agreements/award-terms-and-conditions/index.html

Attachment: 2024-2029 DEMO FARM CONTRACT AGREEMENT (Ozaukee County Demonstration Farm Network Contract)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Land and Water Management**
DIRECTOR: **Katie Vogeler**
PREPARER: **Katie Vogeler**

Agenda Summary 2025 Wisconsin Clean Sweep Grant

BACKGROUND INFORMATION: The Annual WI DATCP Clean Sweep Grant for Agricultural and Household Hazardous Waste Collection provides funding to support an Ozaukee County Collection day, to be held on **May 3, 2025**. The goal of the Clean Sweep Program is to reduce the health and environmental risks posed by hazardous wastes and unwanted chemicals, by providing a safe recycling day to dispose of them.

ANALYSIS: Through a competitive grant process, DATCP provides funds to assist municipalities and tribes to provide collection services. WI DATCP contracts to provide up to $8,000 for Ag waste and $ 20,000 for Household Hazardous Waste, totaling $28,000.00.

FISCAL IMPACT: up to $28,000.00

FUNDING SOURCE: WI DATCP

County Levy: Approx. $35,000

Non-County Levy: Up to $28,000 in WI DATCP Grant & Approximately $4,000 in collected participant fees.

RECOMMENDED MOTION: Approval and Acceptance for the 2025 WI DATCP Clean Sweep Grant.

ATTACHMENTS:

- 2025 Clean Sweep Application (PDF)

NATURAL RESOURCES COMMITTEE

ARM-ACM-400 (Rev. 3/24)

Wisconsin Department of Agriculture, Trade and Consumer Protection
Division of Agricultural Resource Management
Bureau of Agrichemical Management
PO Box 8911
Madison WI 53708-8911
Phone: (608) 224-4545 | (608) 292-0615 | DATCPcswp@wisconsin.gov

Wisconsin Clean Sweep Grant Solicitation Request
Agricultural and Household Hazardous Waste Collections
(Wis. Stat § 93.57 and Wis. Admin Code Ch. ATCP 34)

Section A: Applicant Contact Information (Grant Coordinator)

Review Announcement/Instructions

Grant Year: 2025

Name/Title	**First Name:** Geoff	**Last Name:** Schramm	**Job Title:** Land and Water Coordinator
Agency, Unit of Government or Tribe:			
Address:	Address: 121 W MAIN ST City: PORT WASHINGTON Zip: 53074		
Phone:	262 284 8315	(xxx) xxx-xxxx	
Email:	gschramm@co.ozaukee.wi.us		

Multiple municipality/tribal applications:

- Identify partners and each contact, attaching additional sheets if necessary.
  These partnerships must be supported by a formal resolution, memorandum of agreement (MOA) or something similar. Include a copy of the resolution, MOA or partnership agreement.
- If you provide county-wide coverage, no need to list each city or town within the coverage area.

Municipality or Tribe	Contact Name	Municipality or Tribe	Contact Name

Attachments (Additional partners, resolutions, MOAs)

Click here to attach a file

May 3 2025 CLEAN SWEEP TRI FOLD BROCHURE 2024.dotx.docx

(Multiple attachments allowed)

Section B: Grant Request Summary and Estimated Match

1. Mark type of clean sweep.
2. Choose *permanent* (waste collected at least 6 months and includes permanent infrastructure*), continuous* (4 or more collection days) or *temporary* (1 to 3 collection days).
3. Grant Requests: **See instructions for multi-municipal grants.** For single applicants, maximum amounts:
   - Ag Permanent = $11,000; Ag Continuous = $10,000; Ag Temporary = $8,000
   - HHW Permanent = $25,000; HHW Continuous = $22,000; HHW Temporary = $20,000
   - Write in lesser values if desired.
4. **Required 25% match:** Calculated using formula [(Grant Request / .75) – Grant Request] The form will complete calculations.

Clean Sweep Type	Continuous, Temporary, or Permanent	Grant Request	Required Match ((Grant / 75) – Grant)

(only counties are eligible)

☑ HHW Clean Sweep	Temporary	$20,000	$6,666.67

Are you willing to accept an amount less than your request? ☑ (Check if you are willing to accept an amount less than your request)

Section C: Waste Management: Waste Contractor Information

Temporary Collections: You must use the state hazardous waste contractor, Veolia Environmental Services. The contract and pricing schedule is available on Vendornet: https://vendornet.wi.gov/Contract.aspx?Id=d28e211e-8ae4-e911-8116-0050568c7f0f.

Continuous and Permanent Collections: List name of waste contractor or indicate if you will bid or release an RFP for these services:

If you are not using the state contractor, supply the contract cover sheet of your chosen contractor or the declaration or announcement of your request for proposal (RFP) with your application. (Attach in Section A above).

Section D: Collection Sites and Dates: Complete the table for each collection site you intend to use. For example, county garage, town shop, landfill, fair grounds, high school parking lot. Then indicate if the site will be used in spring, fall or on a continuous basis. Attach additional sheet in Section A above, if necessary.

List proposed collection site(s)	Proposed Collection Dates: Spring (Jan.-June); Fall (July – Dec.) or Permanent and Continuous (indicate a range of months)	
Ozaukee County Highway Department Shop 12...	Spring	May 3 2025

Will you host any satellite collections in 2025? No (Yes/No)

A "satellite collection" is any collection of hazardous waste within the county the participant serves, but separate from the main collection headquarters.

If yes, how many? (enter number)

Provide best estimate if unknown.

Section E: Previous grant funding: Our goal is to identify first time applicants or underserved areas.

Is this the first time applying for an Ag Grant?	No (Yes/No)	If no, when did you last receive an Ag Grant?	2024	(select award year)
Is this the first time applying for an HHW Grant?	No (Yes/No)	If no, when did you last receive an HHW Grant?	2024	(select award year)

Section F: Waste Reduction Efforts to Limit Waste

Will you address waste reduction, reuse or recycling with clean sweep participants? No

If yes, briefly describe those efforts. Some examples are workshops, brochures, product exchange program for usable items, Facebook or Pinterest or website to share ideas. **Attach examples or provide links** to webpages, etc. First time applicants, describe plans if you marked yes. Examples should be attached in Section A above.

ection G: Clean Sweep Collection Budget Estimate and Match Calculation The section is to work out a budget and determine if the project will eet the required match. Cost categories are suggestions, adjust as needed.

	Reimbursable Expense	Cash or In-kind Match	Reimbursable Expense	Cash or In-kind Match
Waste Contractor Disposal estimate	$8,000.00	$2,000.00	$20,000.00	$31,000.00
Staff salaries estimate		$500.00		$3,500.00
Printing, mailing, signs		$50.00		$800.00
Building rental	Match Only		Match Only	
Supplies		$150.00		$150.00
Volunteers ($10/hr.) per volunteer	Match Only		Match Only	
Other		$750.00		$750.00
Subtotals	$8,000.00	$3,450.00	$20,000.00	$36,200.00
Total estimated project costs (Ag=Column 1 + 2; HHW= 3 + 4)	$11,450.00		$56,200.00	

Calculate Match: Calculated 25% match of *estimated total project costs is listed below*. (Total Project Cost x .25 = Match) **If the match amount calculated is less than required match in Section B above**, you will need to increase your match to qualify for your grant request. If your calculated match is greater than Section B, you have met the requirement.

Calculated Match **Ag:** **$2,862.50** **HHW:** **$14,050.00**

Verify that your calculated match above equals or exceeds the required match in Section B.

☑ Check box if equals/exceeds required match.
If does NOT equal/exceed, adjust budget.

☑ I understand that documentation (e.g. itemized invoices, receipts) must be provided with my 2025 final report for all expenses, except staff salaries.

Section H: Describe your local support. For example: resolutions from your local government, monetary support, business donations, community or governmental volunteers, survey results. (Add sheets or expand block if necessary.) **Attach examples or documentation.** (Please submit any attachments with the attachment field in Section A.)

On September 21, 2016, the Ozaukee County Board of Supervisors approved Resolution 16-24 Establishment of an Annual Clean Sweep Program for Collection and Disposal of Household and Agricultural Hazardous Waste. The Board approved of spending $35,000 of levy annually to support the Clean Sweep Program.

This program will involve volunteers from various county departments.

The county;s clean sweep will also have the support of the town, cities, villages & businesses to promote the program via websites, newsletters and through daily correspondence and interaction with the public at educational/environmental events.

Section I: Outreach/Public Information. Describe how you will advertise the clean sweep to your service area. (Examples include press releases, newspaper advertisements, presentations, social media, brochure distribution or targeting an ethnic or underserved group.) **Note if you plan on anything new for 2025** or if you had success with an activity or method with a previous Clean Sweep. (Add sheets or expand block if needed.) **Attach examples.** First time applicants, describe plans. (Please submit any attachments with the attachment field in Section A.)

Ozaukee County Land and Water will place ads into the two area newspapers. Also utilized are participant email lists from residents which participate in the yearly tree/shrub sale and native plant sale. This alone outreach is to roughly 500-600 residents. Clean sweep information is emailed to them at a minimum of 3 times a year encouraging them to attend the one day event. Staff also posts on the county department facebook page and department webpage. Small ticles are written and shared with all area municipalities to share on their websites, online newsletters and/or email weekly messages to their residents. A fold handout is dropped off at each municipality and all Ozaukee County libraries. If time is available staff also does random event poster drop offs to area sinesses such as paint stores, hardware stores and automotive part stores to further advertise this annual event.

ction J: Expanded Services. Will your event add new services, expand your collection area or add collection events for 2025?

o

es, b

Section K: Website. List the website address where you intend to post information about your clean sweep. If a specific webpage isn't yet available, provide the main web address where the public is likely to find information or a link to the Clean Sweep event.

https://www.ozaukeecounty.gov/2577/Clean-Sweep-Program

Reminders:

- [x] For partnerships/multi-government collections, did you include a copy of your resolution, memorandum of understanding/agreement or partnership agreement?
- [x] Did you verify that your planned budget meets or exceeds the required match?
- [x] Have you attached examples and documentation of Waste Reduction Efforts, Local Support, and Outreach/Public Information above in Section A?

Submit Application

Completed application due by 11:59pm, Friday, May 24, 2024

If you have any questions while completing the application, please contact DATCPcswp@wisconsin.gov, (608) 224-4545, or (608) 292-0615.

Personal information you provide may be used for purposes other than that for which it was originally collected [Wis. Stat. § 15.04(l)(m)].

Completion of this form is necessary to obtain a grant [ss. § 15.04(1)(m) and Wis. Admin. Code § ATCP 34.06].

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Land and Water Management**
DIRECTOR: **Katie Vogeler**
PREPARER: **Katie Vogeler**

Agenda Summary Submittal of Targeted Runoff Management Program Grant Application

BACKGROUND INFORMATION: The State Targeted Runoff Management (TRM) Grant Program offers competitive grants to local governments for controlling nonpoint source (NPS) pollution. Grants reimburse costs for agriculture or urban runoff management practices in targeted, critical geographic areas with surface water or groundwater quality concerns. The grant period is 2 years with funding limited to $225,000 per project.

The department is seeking approval to submit a TMDL project application on the Tim Grube Farm for a manure stacking pad, located in the Town of Fredonia. Milwaukee River HUC 12 Watershed. This area is also included in the *Fredonia-Newburg Area Watershed-Based Plan,* an approved Nine-key element plan.

Manure Storage facilities will allow for proper manure storage and application, resulting in less manure runoff and improved water quality.

ANALYSIS: Targeted Runoff Management Grants provide 70% cost-sharing, being awarded an estimated $98,735.00.

FISCAL IMPACT: Not to exceed $225,000

FUNDING SOURCE: WI DNR County Levy: $0

RECOMMENDED MOTION: Approval to submit the TMDL project targeting runoff management application for manure stacking pad within the Milwaukee River Watershed.

ATTACHMENTS:

- TRM GRANT INFO 5-28-2024 (PDF)
- DNR_Surface Water Map (PDF)
- DNR_Surface Water Map_Dennis Grube (PDF)

NATURAL RESOURCES COMMITTEE

Targeted Runoff Management Grant
Small-Scale Agricultural Grant Application Instructions

General Information

The Targeted Runoff Management (TRM) Grant Program is a cost-share **reimbursement** grant program. The maximum cost-share rate is up to 70% of eligible expenses (up to 90% for economic hardship), up to a maximum award of $225,000. Under the TRM grant program, cost-share reimbursement of eligible expenses follows the process illustrated in Figure 1, on the next page.

Grant applications are reviewed and ranked via a competitive process. Figure 2, Small-Scale Agricultural *Targeted Runoff Management Scoring System Flow Chart* illustrates the evaluation process used in evaluating and ranking applications.

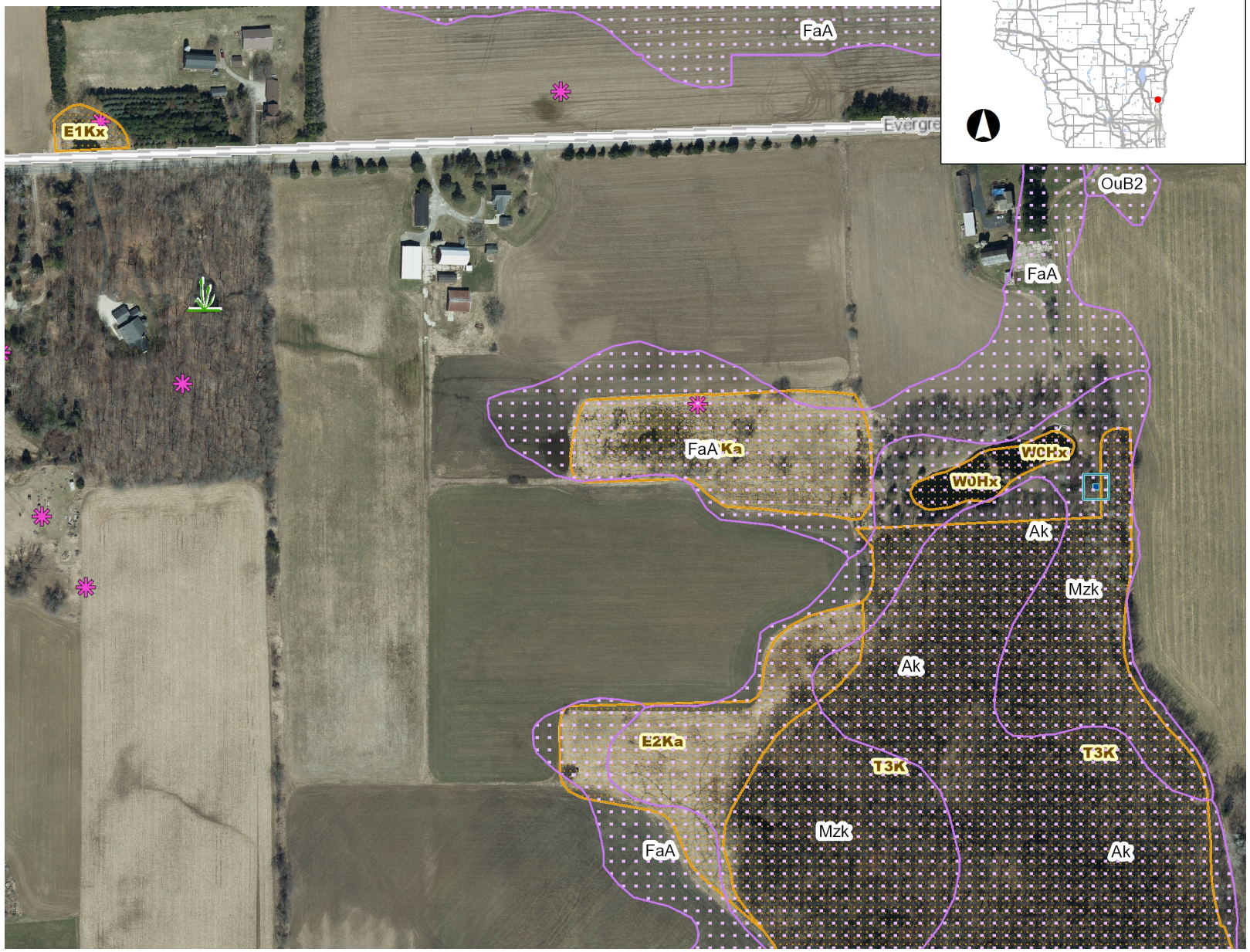
Small-Scale Total Maximum Daily Load (TMDL) projects are ranked separately from Small-Scale Non-TMDL projects. Applicants are notified of their application's rank and funding status in the fall of the calendar year that the application was submitted. The two-year grant period typically starts in January of the following year, although a delay in the adoption of state or federal budgets can delay this timetable.

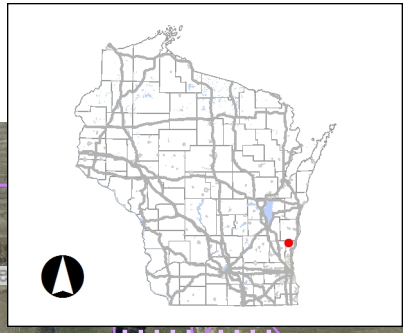
Small-scale TRM project funding has certain sideboards and limitations that potential applicants should consider when deciding whether to apply. These include:

- Projects must be completed in 2 years, with a possible extension to a third year if warranted.
- The maximum amount of funding that a grantee may receive in multiple grant awards in any one year generally cannot exceed 20% of the available grant funds for a particular project category. Projects on the ranked list whose selection for funding would exceed 20% of available funds for a particular category are moved to the bottom of the list and funded only if funding remains after all other eligible projects have been funded.
- Small-scale projects must involve construction or implementation of best management practices (BMPs) to control nonpoint source pollution. This funding can also be used for engineering services, such as design and construction inspection.
- BMPs eligible for cost sharing under the TRM Grant Program are identified in the application in Attachment D. The state cost-share rate covers up to 70% (up to 90% for economic hardship) of total eligible project costs. The total state share of the project costs cannot exceed $225,000.
- An applicant may submit more than one small-scale project application. However, if more than one project is proposed on lands which are contiguous ***and*** under common ownership, the projects will be taken as a group when considering the monetary cap. Features, such as water bodies or roads, which separate any part of a parcel from any other part do not render the parcel of land non-contiguous. Only ranked projects with a collective requested amount that is within the funding cap will be considered for initial selection.
- Funds from the Department of Agriculture, Trade and Consumer Protection (DATCP) may ***not*** be used to fulfill the local-share requirement.
- Federal and state funding sources are used for these projects. All projects are eligible to access the state funds. Some projects are eligible to access the federal funds. This includes projects that implement the goals and recommendations of an EPA-approved watershed-based "9 key element" plan.

Attachment: TRM GRANT INFO 5-28-2024 (Targeted Runoff Management Grant Submittal)

Surface Water Data Viewer Map





Legend

- Wetland Indicators
- Wetland Class Areas
- Wetland Class Points
  - Dammed pond
  - Excavated pond
  - Filled/drained wetland
  - Wetland too small to delineate
  - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Wetland Class Areas
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  - Dammed pond
  - Excavated pond
  - Filled/drained wetland
  - Wetland too small to delineate
  - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Wetland Identifications and Confirmations
- NRCS Wetspots
- Municipality
- State Boundaries
- County Boundaries
- Major Roads
  - Interstate Highway
  - State Highway
  - US Highway
- County and Local Roads
  - County HWY
  - Local Road

Notes

0.1 0 0.06 0.1 Miles

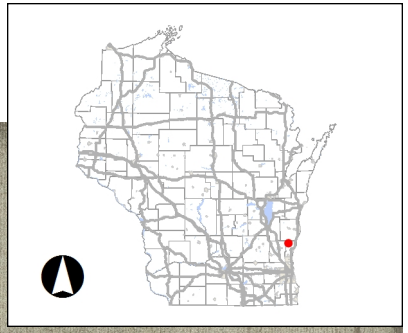
NAD_1983_HARN_Wisconsin_TM

1: 3,960

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: http://dnr.wi.gov/legal/

Attachment: DNR_Surface Water Map (Targeted Runoff Management Grant Submittal)

Surface Water Data Viewer Map



Legend

- Wetland Indicators
- Wetland Class Areas
- Wetland Class Points
  - Dammed pond
  - Excavated pond
  - Filled/drained wetland
  - Wetland too small to delineate
  - Filled excavated pond
- Filled Points
- Wetland Class Areas
- Filled Areas
- Wetland Identifications and Confirmations
- NRCS Wetspots
- Railroads
- Index to EN_Image_Basemap_Leaf_Off

Notes

0.1 0 0.03 0.1 Miles

NAD_1983_HARN_Wisconsin_TM

1: 1,980

DISCLAIMER: The information shown on these maps has been obtained from various sources, and are of varying age, reliability and resolution. These maps are not intended to be used for navigation, nor are these maps an authoritative source of information about legal land ownership or public access. No warranty, expressed or implied, is made regarding accuracy, applicability for a particular use, completeness, or legality of the information depicted on this map. For more information, see the DNR Legal Notices web page: http://dnr.wi.gov/legal/

Attachment: DNR_Surface Water Map_Dennis Grube (Targeted Runoff Management Grant Submittal)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Land and Water Management**
DIRECTOR: **Katie Vogeler**
PREPARER: **Katie Vogeler**

Agenda Summary Wisconsin Department of Agriculture, Trade & Consumer Protection (WDATCP) Reserve Fund Grant Submittal

BACKGROUND INFORMATION: The Wisconsin Department of Agriculture, Trade & Consumer Protection (WDATCP) provides funds annually to the county for staff support and cost-sharing of conservation practices. We have applied for Reserve funds to be reallocated to Ozaukee County to resolve a farm discharge for the amount of $20,000. This project involves constructing a manure runoff collection system on a site where discharge is occurring.

ANALYSIS: Under Section 92.14 Wisconsin Statutes the Wisconsin Department of Agriculture, Trade & Consumer Protection is to provide basic allocations to counties to help counties fund their land and water conservation activities through an annual grant award. To be eligible for the grant, the county must have a Land & Water Resource Management Plan approved by the Wisconsin Land & Water Conservation Board. The *Ozaukee Land and Water Resource Management Plan* is approved through 2030.

FISCAL IMPACT: $20,000

FUNDING SOURCE: DATCP

County Levy: $0

Non-County Levy: $20,000 Indicate source: DATCP

RECOMMENDED MOTION: Approval to accept this grant application for $20,000 in reserve funds to support a manure runoff collection project

ATTACHMENTS:

- Reserve DATCP Fund Application (PDF)

NATURAL RESOURCES COMMITTEE

Wisconsin Department of Agriculture, Trade and Consumer Protection
Agricultural Resource Management Division
Soil and Water Resource Management Program
2811 Agriculture Drive, PO Box 8911
Madison WI 53708-8911
Phone: (608) 224-4648 or (608) 224-4610

Section 92.14, Wis. Stats.,
ATCP 50.28(5)(a)5. a
ATCP 50.40(8), Wis. Admin. Co

Engineering and/or Financial Approval for Cost-Share Projects

Use this form for approval of (1) cost-sharing exceeding $50,000, or (2) reallocation from the Department of Agriculture, Trade & Consumer Protection (DATCP) reserve. *Submit this form with a cost-share contract to obtain a reallocation or reimbursement*

TYPE OF APPROVAL *(Check all that apply)*

☐ Expenditure of more than $50,000 in DATCP cost-sharing for a project

☒ Reallocation of cost-share funds from DATCP reserve intended for projects that resolve a farm discharge
(Check only if farm discharge is documented)

Note: This form must be completed to receive a DATCP reallocation, even if a Notice of Discharge (NOD)/Notice of Intent (NOI) has been issued and a Department of Natural Resources (DNR) application is submitted for a NOD/NOI grant. Reallocation requests are contingent on the availability of funds.

PROJECT INFORMATION

COUNTY: Ozaukee	☐ LANDOWNER ☒ COST-SHARE RECIPIENT	
NAME: PETER ESKRA	TYPE OF PROJECT: MANURE RUNOFF COLLECTION	COST-SHARE AMOUNT: $20000
ADDRESS STREET: 1671 BEECH LANE	CITY: FREDONIA	STATE: WI / ZIP: 53021
COST-SHARE CONTRACT NUMBER: 1	REALLOCATION REQUEST (If applicable):	

PROJECT INFORMATION

FINANCIAL REVIEW (Nutrient Management and cropping practices only):

☐ Approved: The cost-share is for nutrient management or cropping practices and does not require engineering approval.

☐ Denied for the following reasons:

ENGINEERING REVIEW: (Engineered practices only) The following review was completed by a DATCP employee with appropriate engineering certification or job approval to review the project design and states that all the following criteria have been satisfied based on ar evaluation of the site and project documentation (county is responsible for keeping this form and the submitted documentation in the cost-share record):

☐ The project design, when built and maintained according to an operations and maintenance plan, will resolve identified water quality problems at the site and result in a site that has no significant discharges, direct runoff or other significant water quality problems remaining.

☐ The engineering for the project is appropriate to address the water quality concerns given the nature of the problems and the site conditions.

☐ The engineering design is in accordance with the appropriate Natural Resources Conservation Service (NRCS) Conservation Practice Standard(s). List standards

☐ The conservation practices identified in the project documentation are cost-effective.

Note: The DATCP reviewer should have supporting documentation for each of the checked boxes, and identify all NRCS, DNR or other sta who were consulted. List name and agency:

☐ Approved (Include dollar amount if reallocation requested: $

☐ Denied for the following reasons:

SIGNATURE OF THE DATCP REVIEWER (may sign electronically by typing name) DATE:

PRINT REVIEWER'S NAME (if not signed electronically) JOB APPROVAL CLASS, if applicable (identify practice and rating)

This document was drafted by the Wisconsin Department of Agriculture, Trade and Consumer Protection.

Personal information you provide may be used for purposes other than that for which it was originally collected (Sec. 15.04 (1) (m), Wis. Stats.).

Attachment: Reserve DATCP Fund Application (WDATCP Reserve Fund Grant Submittal)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Land and Water Management**
DIRECTOR: **Katie Vogeler**
PREPARER: **Katie Vogeler**

Agenda Summary Floodplain Ordinance

Continued Discussion to Repeal Chapter 7: Shoreland and Floodplain Zoning, and replace with Chapter 18: Ozaukee County Floodplain Zoning Ordinance and Chapter 19: Ozaukee County Shoreland Protection Ordinance

Chapter 18 Ozaukee County Floodplain Zoning Ordinance

This Ordinance as written has been approved by WI DNR Michelle Van Horn, and approved by Ozaukee County Legal Counsel, Rhonda Gorden.

Blue print have been approved conditions by Legal Counsel and WI DNR

ATTACHMENTS:

- FPZO - NRC(PDF)

NATURAL RESOURCES COMMITTEE

CHAPTER 18.00000

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CHAPTER 18.00000

OZAUKEE COUNTY FLOODPLAIN ZONING ORDINANCE

18.01000 STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE, TITLE, AND GENERAL PROVISIONS

18.01100 STATUTORY AUTHORIZATION

This ordinance is adopted pursuant to the authorization in s. 59.69, s. 59.692, and s. 59.694 and the requirements in s. 87.30, Wis. Stats.

18.01200 FINDING OF FACT

Uncontrolled development and use of the floodplains and rivers of this municipality would impair the public health, safety, convenience, general welfare, and tax base.

18.01300 STATEMENT OF PURPOSE

This ordinance is intended to regulate floodplain development to:

- Protect life, health, and property;
- Minimize expenditures of public funds for flood control projects;
- Minimize rescue and relief efforts undertaken at the expense of the taxpayers;
- Minimize business interruptions and other economic disruptions;
- Minimize damage to public facilities in the floodplain;
- Minimize the occurrence of future flood blight areas in the floodplain;
- Discourage the victimization of unwary land and homebuyers;
- Prevent increases in flood heights that could increase flood damage and result in conflicts between property owners; and
- Discourage development in a floodplain if there is any practicable alternative to locate the activity, use, or structure outside of the floodplain.

18.01400 TITLE

This ordinance shall be known as the OZAUKEE COUNTY FLOODPLAIN ZONING ORDINANCE.

18.01500 GENERAL PROVISIONS

01 AREAS TO BE REGULATED

This ordinance regulates all areas of special flood hazard identified as zones A, AO, AH, A1-30, AE, VE, V1-30, or V on the Flood Insurance Rate Map. Additional areas identified on maps approved by the Department of Natural Resources (DNR) and local community may also be regulated under the provisions of this ordinance, where applicable.

02 OFFICIAL MAPS & REVISIONS

Special Flood Hazard Areas (SFHA) are designated as zones A, A1-30, AE, AH, AO, VE, V1-30, or V on the Flood Insurance Rate Maps (FIRMs) based on flood hazard analyses summarized in the Flood Insurance Study (FIS) listed in subd. (A) below. Additional flood hazard areas subject to regulation under this ordinance are identified on maps based on studies approved by the DNR and listed in subd. (B) below. These maps and revisions are on file in the office of the Ozaukee County Land & Water Management Department, 121 W Main Street, Port Washington, WI.

(A) OFFICIAL MAPS: Based on the Flood Insurance Study (FIS):

(01) Flood Insurance Rate Maps (FIRMs) for Ozaukee County (Community Number 55089) panel Numbers, dated July 31, 2024:

Attachment: FPZO - NRC (Floodplain Ordinance)

55089C0016G	55089C0017G	55089C0018G
55089C0019G	55089C0036G	55089C0037G
55089C0038G	55089C0039G	55089C0041G
55089C0042G	55089C0043G	55089C0044G
55089C0061G	55089C0062G	55089C0063G
55089C0064G	55089C0070G	55089C0081G
55089C0082G	55089C0083G	55089C0084G
55089C0091G	55089C0092G	55089C0093G
55089C0094G	55089C0101G	55089C0102G
55089C0103G	55089C0104G	55089C0106G
55089C0107G	55089C0108G	55089C0109G
55089C0111G	55089C0112G	55089C0113G
55089C0114G	55089C0116G	55089C0117G
55089C0118G	55089C0119G	55089C0126G
55089C0127G	55089C0128G	55089C0129G
55089C0131G	55089C0133G	55089C0136G
55089C0137G	55089C0138G	55089C0152G
55089C0154G	55089C0156G	55089C0157G
55089C0158G	55089C0159G	55089C0165G
55089C0166G	55089C0167G	55089C0168G
55089C0169G	55089C0176G	55089C0177G
55089C0178G	55089C0179G	55089C0181G
55089C0182G	55089C0183G	55089C0184G
55089C0186G	55089C0187G	55089C0188G
55089C0189G	55089C0191G	55089C0192G
55089C0193G	55089C0194G	

Approved by: The DNR and FEMA

(02) Flood Insurance Study (FIS) volumes 55089CV001B, 55089CV002B, 55089CV003B for Ozaukee County, dated July, 31,2024.

(B) OFFICIAL MAPS: Based on other studies:

(01) A Dam Failure Analysis for Grafton Dam, prepared and approved by the Department of Natural Resources, whose related exhibits conforming to ch. NR 333.05(2)(L)6. and 7., were transmitted to Ozaukee County on October 15, 2007, including:

(a) Map consisting of one sheet, titled "Cedar Creek/Milwaukee River Dambreak Hazard Map", dated October 4, 2007, showing cross section labels and shaded flood areas. Areas governed by this analysis include locations from a point above State Highway 60 to a point below County Highway C along the Milwaukee River.

(b) Floodway data table, consisting of two sheets, titled "Floodway Data – Milwaukee River", dated October 4, 2007, listing cross sections lettered AG through BM. The value in the column headed "Regulatory (feet NGVD)" is the governing elevation for each cross section on the map corresponding to the label in the "Cross Section" column in the table.

(c) Flood profiles, consisting of three sheets, titled "Dambreak Hazard Profile – Milwaukee River", dated October 4, 2007, showing cross sections lettered AG through BM.

(02) A combined Dam Failure Analysis for Cedarburg Woolen Mills Dam, Ruck Dam, Columbia Mills Dam, and Wire & Nail Factory Dam, prepared and approved by the Department of Natural Resources, whose related exhibits conforming to ch. NR 333.05(2)(L)6. and 7, were transmitted to Ozaukee County on October 15, 2007, including:

(a) Map consisting of one sheet, titled "Cedar Creek/Milwaukee River Dambreak Hazard Map", dated October 4, 2007, showing cross section labels and shaded flood areas. Areas governed by this analysis include locations from a point above the Cedarburg Woolen Mills Dam to a point at the confluence with the Milwaukee River.

(b) Floodway data table, consisting of four sheets, titled "Floodway Data – Cedar Creek", dated October 4, 2007, listing cross sections lettered A through AM. The value in the column headed "Regulatory (feet NGVD)" is the governing elevation for each cross section on the map corresponding to the label in the "Cross Section" column in the table.

(c) Flood profiles, consisting of three sheets, titled "Dambreak Hazard Profile – Cedar Creek", dated October 4, 2007, showing cross sections lettered A through AM.

(03) Flood Storage Map, Ozaukee County and Incorporated Areas, Flood Storage Districts Panel Numbers 4 and 6 Effective June 20, 2024, approved by the Department of Natural Resources (DNR).

03 ESTABLISHMENT OF FLOODPLAIN ZONING DISTRICTS

The flood hazard areas regulated by this ordinance are divided into districts as follows:

(A) The Floodway District (FW), is the channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional floodwaters, within AE Zones as shown on the FIRM, or within A Zones shown on the FIRM when determined according to s. 18.05105.

(B) The Floodfringe District (FF) is that portion of a riverine special flood hazard area outside the floodway within AE Zones on the FIRM, or, when floodway limits have been determined according to s. 18.05105, within A Zones shown on the FIRM.

(C) The General Floodplain District (GFP) is the riverine area that may be covered by floodwater during the regional flood in which a floodway boundary has not been delineated on the FIRM and also includes shallow flooding areas identified as AH and AO zones on the FIRM.

(D) The Coastal Floodplain District (CFP) is an area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms, including areas identified as zone V, V1-30, or VE on the FIRM. Where a riverine AE floodway extends into the CFP district, development within the floodway must comply with the regulations for both the FW and CFP districts. Where a riverine A zone or AE zone with no floodway determination abuts the CFP district, the riverine study's floodway limit must be determined based on standard floodway expansion principles within the CFP district and development within the floodway must comply with the standards for both the FW and CFP districts.

(E) The Flood Storage District (FSD) is that area of the floodplain where storage of floodwaters is calculated to reduce the regional flood discharge.

Attachment: FPZO - NRC (Floodplain Ordinance)

04 LOCATING FLOODPLAIN BOUNDARIES

Discrepancies between the exterior boundaries of zones A1-30, AE, AH, or A on the official floodplain zoning map and actual field conditions may be resolved using the criteria in subd (A) or (B) below. If a significant difference exists, the map shall be amended according to s. 18.08000 *Amendments*. The zoning administrator can rely on a boundary derived from a profile elevation to grant or deny a shoreland permit, whether or not a map amendment is required. The zoning administrator shall be responsible for documenting actual pre-development field conditions and the basis upon which the district boundary was determined. Disputes between the zoning administrator and an applicant over the district boundary line shall be settled according to s. 18.07303 and the criteria in (A) and (B) below. Where the flood profiles are based on established base flood elevations from a FIRM, FEMA must approve any map amendment or revision pursuant to s. 18.08000 *Amendments*.

(A) If flood profiles exist, the map scale and the profile elevations shall determine the district boundary. The regional or base flood elevations shall govern if there are any discrepancies.

(B) Where flood profiles do not exist for projects, including any boundary of zone A, AO, V1-30, VE, or V, the location of the boundary shall be determined by the map scale.

05 REMOVAL OF LANDS FROM THE FLOODPLAIN

(A) Compliance with the provisions of this ordinance shall not be grounds for removing land from the floodplain unless it is filled at least two feet above the regional or base flood elevation, the fill is contiguous to land outside the floodplain, and the map is amended pursuant to s. 18.08000 *Amendments*.

(B) The delineation of any of the Floodplain Districts may be revised by the community where natural or man-made changes have occurred and/or where more detailed studies have been conducted. However, prior to any such change, approval must be obtained from the Wisconsin Department of Natural Resources and Federal Emergency Management Agency. A completed Letter of Map Revision is a record of this approval. The floodplain administrator shall not sign a community acknowledgement form unless all criteria set forth in the following paragraphs are met:

(01) The land and/or land around the structure must be filled at least two feet above the regional or base flood elevation; and

(02) The fill must be contiguous to land outside the floodplain. The applicant shall obtain a shoreland permit before applying for a LOMR or LOMR-F.

(C) Removal of lands from the floodplain may also occur by operation of s 87.30(1)(e), Wis. Stats. if a property owner has obtained a letter of map amendment from the Federal Emergency Management Agency under 44 CFR 70.

(D) Removal of lands from the floodplain, is not a recognition that any future structure will be reasonably safe from flooding. Structures placed on lands removed from the floodplain, by the placement of fill, shall continue to meet the requirements of s. 18.04300, unless a variance is granted by the Board of Adjustment in accordance with s. 18.070304.

06 COMPLIANCE

(A) No structure or use within areas regulated by this ordinance shall hereafter be located, erected, constructed, reconstructed, repaired, extended, converted, enlarged, or altered without full compliance with the terms of these regulations and all other applicable regulations that apply to uses within the jurisdiction of these regulations.

Attachment: FPZO - NRC (Floodplain Ordinance)

(B) Failure to obtain a shoreland permit shall be a violation of these regulations and shall be punishable in accordance with s. 18.09000.

(C) Shoreland permits issued on the basis of plans and applications approved by the Floodplain Administrator authorize only the use, and arrangement, set forth in such approved plans and applications, or amendments thereto if approved by the Floodplain Administrator. Use, arrangement, or construction contrary to that authorized shall be deemed a violation of these regulations and punishable in accordance with s. 18.09000.

07 MUNICIPALITIES AND STATE AGENCIES REGULATED

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply if s. 13.48(13), Wis. Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation is exempt when s. 30.2022, Wis. Stats., applies. Although exempt from a local shoreland permit and permit fees, DOT must provide sufficient project documentation and analysis to ensure that the community is in compliance with federal, state, and local floodplain standards. If a local transportation project is located within a Zone A floodplain and is not a WisDOT project under s. 30.2022, Wis. Stats., then the road project design documents (including appropriate detailed plans and profiles) may be sufficient to meet the requirements for issuance of a local shoreland permit if the following apply: The applicant provides documentation to the Floodplain Administrator that the proposed project is a culvert replacement or bridge replacement under 20' span at the same location, the project is exempt from a DNR permit under s. 30.123(6)(d) Wis. Stats., the capacity is not decreased, the top road grade is not raised, and no floodway data is available from a federal, state, or other source. If floodway data is available in the impacted area from a federal, state, or other source, that existing data must be utilized by the applicant in the analysis of the project site.

08 ABROGATION AND RESTRICTIONS

(A) This ordinance supersedes all the provisions of any municipal zoning ordinance enacted under s. 59.69, s. 59.692 or s. 59.694 or s. 87.30, Wis. Stats., which relate to floodplains. A more restrictive ordinance shall continue in full force and effect to the extent of the greater restrictions, but not otherwise.

(B) This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. If this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

09 INTERPRETATION

In their interpretation and application, the provisions of this ordinance are the minimum requirements liberally construed in favor of the governing body and are not a limitation on or repeal of any other powers granted by Wisconsin Statutes. If a provision of this ordinance, required by ch. NR 116, Wis. Adm. Code, is unclear, the provision shall be interpreted in light of the standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

10 WARNING AND DISCLAIMER OF LIABILITY

The flood protection standards in this ordinance are based on engineering experience and research. Larger floods may occur, or the flood height may be increased by manmade or natural causes. This ordinance does not imply or guarantee that non-floodplain areas or permitted floodplain uses will be free from flooding and flood damages. This ordinance does not create liability on the part of, or a cause of action against, the municipality or any officer or employee thereof for any flood damage that may result from reliance on this ordinance.

Attachment: FPZO - NRC (Floodplain Ordinance)

11 SEVERABILITY

Should any portion of this ordinance be declared unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.02000 GENERAL STANDARDS APPLICABLE TO ALL FLOODPLAIN DISTRICTS

The community shall review all permit applications to determine whether proposed building sites will be reasonably safe from flooding and assure that all necessary permits have been received from those governmental agencies whose approval is required by federal or state law.

01 If a proposed building site is in a flood-prone area, all new construction and substantial improvements shall:

(A) Be designed and anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy;

(B) Be constructed with flood-resistant materials;

(C) Be constructed by methods and practices that minimize flood damages; and

(D) Mechanical and utility equipment must be elevated to, or above, the flood protection elevation.

02 If a subdivision or other proposed new development is in a flood-prone area, the community shall assure that:

(A) Such proposed subdivision or other proposed new development is consistent with the need to minimize flood damage within the flood-prone area;

(B) Public utilities and facilities such as sewer, gas, electrical, and water systems are located and constructed to minimize or eliminate flood damage; and

(C) Adequate drainage is provided to reduce exposure to flood hazards.

All subdivision proposals (including manufactured home parks) shall include regional flood elevation and floodway data for any development that meets the subdivision definition of this ordinance and all other requirements in s. 18.07102.

18.02100 HYDRAULIC AND HYDRLOGIC ANALYSES

01 No floodplain development shall:

(A) Obstruct flow, as defined as development which blocks the conveyance of floodwaters by itself or with other development, causing any increase in the regional flood height; or

(B) Cause any increase in the regional flood height due to floodplain storage area lost.

02 The zoning administrator shall deny permits if it is determined the proposed development will obstruct flow or cause any increase in the regional flood height, based on the officially adopted FIRM or other adopted map, unless the provisions of s. 18.08000 *Amendments* are met.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.02200 WATERCOURSE ALTERATIONS

No shoreland permit to alter or relocate a watercourse in a mapped floodplain shall be issued until the local official has notified in writing all adjacent municipalities, the Department and FEMA regional offices, and required the applicant to secure all necessary state and federal permits. The standards of s. 18.02100 must be met and the flood carrying capacity of any altered or relocated watercourse shall be maintained.

As soon as is practicable, but not later than six months after the date of the watercourse alteration or relocation, and pursuant to s. 18.08000 *Amendments,* the community shall apply for a Letter of Map Revision (LOMR) from FEMA. Any such alterations must be reviewed and approved by FEMA and the DNR through the LOMC process.

18.02300 CHAPTER 30, 31, WIS. STATS., DEVELOPMENT

Development which requires a permit from the Department, under chs. 30 and 31, Wis. Stats., such as docks, piers, wharves, bridges, culverts, dams, and navigational aids, may be allowed if the necessary permits are obtained and amendments to the floodplain zoning ordinance are made according to s. 18.08000 *Amendments.*

18.02400 PUBLIC OR PRIVATE CAMPGROUNDS

Public or private campgrounds shall have a low flood damage potential and shall meet the following provisions:

01 The campground is approved by the Department of Agriculture, Trade and Consumer Protection;

02 A shoreland permit for the campground is issued by the zoning administrator;

03 The character of the river system and the campground elevation are such that a 72-hour warning of an impending flood can be given to all campground occupants;

04 There is an adequate flood warning procedure for the campground that offers the minimum notice required under this section to all persons in the campground. This procedure shall include a written agreement between the campground owner, the floodplain zoning agency or zoning administrator, the municipal emergency government coordinator and the chief law enforcement official which specifies the flood elevation at which evacuation shall occur, personnel responsible for monitoring flood elevations, types of warning systems to be used and the procedures for notifying at-risk parties, and the methods and personnel responsible for conducting the evacuation;

05 This agreement shall be for no more than one calendar year, at which time the agreement shall be reviewed and updated - by the officials identified in s. 18.02404 - to remain in compliance with all applicable regulations, including those of the state Department of Agriculture, Trade and Consumer Protection and all other applicable regulations;

06 All mobile recreational vehicles placed on site must meet one of the following:

(A) Be fully licensed, if required, and ready for highway use; or

(B) Not occupy any site in the campground for more than 180 consecutive days, at which time the recreational vehicle must be removed from the floodplain for a minimum of 24 hours; or

(C) Meet the requirements in either s. 18.03000, 18.04000, 18.05100, or 18.05200 for the floodplain district in which the structure is located.

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices, and has no permanently attached additions.

Attachment: FPZO - NRC (Floodplain Ordinance)

07 All camping units that remain on site for more than 30 days shall be issued a limited authorization by the campground operator, a written copy of which is kept on file at the campground. Such authorization shall allow placement of a camping unit consistent with 18.02406 and shall ensure compliance with all the provisions of this section;

08 The municipality shall monitor the limited authorizations issued by the campground operator to assure compliance with the terms of this section;

09 The campground shall have signs clearly posted at all entrances warning of the flood hazard and the procedures for evacuation when a flood warning is issued;

10 All service facilities, including but not limited to refuse collection, electrical service, gas lines, propane tanks, private onsite wastewater treatment systems (POWTS), and wells shall be properly anchored and placed at or floodproofed to the flood protection elevation; and

11 Standards for structures in a campground:

(A) All structures must comply with section 18.02400 or meet the applicable requirements in s. 18.03000, 18.04000, 18.05100, or 18.05200 for the floodplain district in which the structure is located.

(B) Deck/Landing - a portable landing may be allowed for a camping unit for each entry provided that the landing is not permanently attached to the ground or camping unit, is no more than 200 square feet in size, shall be portable, contain no walls or roof, and can be removed from the campground by a truck and/or trailer. Sections of such portable landings may be placed together to form a single deck not greater than 200 square feet at one entry point. Provisions for the removal of these temporary landings during flood events must be addressed within the written agreement with the municipality, in compliance with section 18.02404. Any such deck/landing structure may be constructed at elevations lower than the flood protection elevation but must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood.

(C) Decks/patios that are constructed completely at grade may be allowed but must also comply with applicable shoreland zoning standards.

(D) Camping equipment and appurtenant equipment in the campground may be allowed provided that the equipment is not permanently attached to the ground or camping unit, is not used as a habitable structure, and must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood. Provisions for the removal of this equipment during flooding events shall be addressed within the written agreement with the municipality, in compliance with section 18.02404.

(E) Once a flood warning in the written agreement has been issued for the campground, the campground owner or the designated operator shall ensure that all persons, camping units, decks, camping equipment and appurtenant equipment in the campground shall be evacuated within the timelines specified within the written agreement with the municipality, in compliance with section 18.02404.

12 A shoreland permit shall be obtained, as provided under s. 18.07102, before any development, repair, modification, or addition to an existing structure may be initiated. A shoreland permit shall also be obtained, as provided under s. 18.07102, before any change in use of a building or structure, including sewer and water facilities, may be initiated.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.02500 REGULATION OF PRIVATE ONSITE WASTEWATER TREATMENT SYSTEMS (POWTS) & WELLS

01 This department administers the regulation for private onsite wastewater treatment systems (POWTS) for all municipal jurisdictions within Ozaukee County, as required per ch. SPS 383, Wis. Admin. Code.

02 This department administers the regulation for private wells on properties served by private onsite wastewater treatment systems (POWTS) for all municipal jurisdictions within Ozaukee County.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.03000 FLOODWAY DISTRICT (FW)

18.03100 APPLICABILITY

This section applies to all floodway areas on the floodplain zoning maps and those identified pursuant to s. 18.05105.

18.03200 PERMITTED USES

The following open space uses are allowed in the Floodway District and the floodway areas of the General Floodplain District, if:

- they are not prohibited by any other ordinance;
- they meet the standards in s. 18.03300 and 18.03400; and
- all permits or certificates have been issued according to s. 18.07100.

01 Agricultural uses, such as farming, outdoor plant nurseries, horticulture, viticulture, and wild crop harvesting.

02 Non-structural industrial and commercial uses, such as loading areas, parking areas and airport landing strips.

03 Non-structural recreational uses, such as golf courses, tennis courts, archery ranges, picnic grounds, boat ramps, swimming areas, parks, wildlife and nature preserves, game farms, fish hatcheries, shooting, trap, and skeet activities, hunting and fishing areas, and hiking and horseback riding trails, subject to the fill limitations of s. 18.03304.

04 Uses or structures accessory to open space uses or classified as historic structures that comply with s. 18.03300 and 18.03400.

05 Extraction of sand, gravel, or other materials that comply with s. 18.03304.

06 Functionally water-dependent uses, such as docks, piers or wharves, dams, flowage areas, culverts, navigational aids, and river crossings of transmission lines and pipelines that comply with chs. 30 and 31, Wis. Stats.

07 Public utilities, streets, and bridges that comply with s. 18.03303.

08 Portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code.

09 Public or private wells used to obtain potable water for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code.

10 Wastewater treatment ponds or facilities permitted under ch. NR 110.15(3)(b), Wis. Adm. Code.

11 Sanitary sewer or water supply lines that service existing or proposed development located outside the floodway, in compliance with the regulations for the floodplain area occupied.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.03300 STANDARDS FOR THE DEVELOPMENT IN THE FLOODWAY

01 GENERAL

(A) Any development in the floodway shall comply with s. 18.02000 and have a low flood damage potential.

(B) Applicants shall provide an analysis calculating the effects of this proposal on the regional flood height to determine the effects of the proposal according to s. 18.02100 and 18.07102(C). The analysis must be completed by a registered professional engineer, licensed in the state of Wisconsin.

(C) Any encroachment in the regulatory floodway is prohibited unless the data submitted for subd. 18.03301(B) above demonstrates that the encroachment will cause no increase in the flood elevation during flood events, up to the base flood at any location, or removes the encroached area from the regulatory floodway as provided in s. 18.01505.

02 STRUCTURES

Structures accessory to permanent open space uses, including utility and sanitary facilities, or those functionally dependent on a waterfront location, may be allowed by permit if the structures comply with the following criteria:

(A) Not designed for human habitation, does not have a high flood damage potential, and is constructed to minimize flood damage;

(B) Shall either have the lowest floor elevated to or above the flood protection elevation or shall meet all the following standards:

(01) Have the lowest floor elevated to or above the regional flood elevation and be dry floodproofed so that the structure is watertight, with walls substantially impermeable to the passage of water and completely dry to the flood protection elevation, without human intervention during flooding;

(02) Have structural components capable of meeting all provisions of Section 18.03302(G) and;

(03) Be certified by a registered professional engineer or architect, through the use of a Federal Emergency Management Agency Floodproofing Certificate, that the design and methods of construction are in accordance with Section 18.03302(G).

(C) Must be anchored to resist flotation, collapse, and lateral movement;

(D) Mechanical and utility equipment must be elevated to or above the flood protection elevation;

(E) Must not obstruct flow of flood waters or cause any increase in flood levels during the occurrence of the regional flood;

(F) For a structure designed to allow the automatic entry of floodwaters below the Regional Flood Elevation, the applicant shall submit a plan that meets s. 18.03302(A) through 18.03302(E) and meets or exceeds the following standards:

(01) The lowest floor must be elevated to or above the regional flood elevation;

(02) A minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

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(03) The bottom of all openings shall be no higher than one foot above the lowest adjacent grade. The openings must remain open unless equipped with screens, louvers, valves, or other coverings or devices, provided that they permit the automatic entry and exit of floodwaters; and

(04) The use must be limited to parking, building access, or limited storage.

(G) Certification: Whenever floodproofing measures are required, a registered professional engineer or architect shall certify that the following floodproofing measures will be utilized, where appropriate, and are adequate to withstand the flood depths, pressures, velocities, impact and uplift forces, and other factors associated with the regional flood:

(01) Reinforcement of floors and walls to resist rupture, collapse, or lateral movement caused by water pressures or debris buildup;

(02) Construction of wells, water supply systems, and private onsite wastewater treatment systems (POWTS) so as to prevent the entrance of flood waters in such systems and must be in accordance with provisions in Sections 18.03404 and 18.03405;

(03) Subsurface drainage systems to relieve external pressures on foundation walls and basement floors;

(04) Cutoff valves on sewer lines or the elimination of gravity flow basement drains; and

(05) Placement of utilities to or above the flood protection elevation.

03 PUBLIC UTILITIES, STREETS, AND BRIDGES

Public utilities, streets and bridges may be allowed by permit, if:

(A) Adequate floodproofing measures are provided to the flood protection elevation; and

(B) Construction meets the development standards of s. 18.02100.

04 FILL OR DEPOSITION OF MATERIALS

(A) The requirements of s. 18.02100 are met;

(B) No material is deposited in navigable waters unless a permit is issued by the Department of Natural Resources pursuant to ch. 30, Wis. Stats., and a permit pursuant to s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344 has been issued, if applicable, and all other requirements have been met;

(C) The fill or other materials will be protected against erosion by riprap, vegetative cover, sheet piling, or bulkheading; and

(D) The fill is not classified as a solid or hazardous ~~materia~~l waste or defined as a manufacturing byproduct per s. 18.10000.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.03400 PROHIBITED USES

All uses not listed as permitted uses in s. 18.03200 are prohibited, including the following uses:

01 Habitable structures, structures with high flood damage potential, or those not associated with permanent open-space uses;

02 Storing materials that are buoyant, flammable, explosive, injurious to property, water quality, or human, animal, plant, fish or other aquatic life;

03 Uses not in harmony with or detrimental to uses permitted in the adjoining districts;

04 Any private onsite wastewater treatment system (POWTS) or public sewage system, except portable latrines that are removed prior to flooding and systems associated with recreational areas and Department-approved campgrounds that meet the applicable provisions of local ordinances and ch. SPS 383, Wis. Adm. Code;

05 Any public or private wells which are used to obtain potable water, except those for recreational areas that meet the requirements of local ordinances and chs. NR 811 and NR 812, Wis. Adm. Code;

07 Any wastewater treatment ponds or facilities, except those permitted under ch. NR 110.15(3)(b), Wis. Adm. Code; and

08 Any sanitary sewer or water supply lines, except those to service existing or proposed development located outside the floodway, which comply with the regulations for the floodplain area occupied.

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18.04000 FLOODFRINGE DISTRICT (FF)

18.04100 APPLICABILITY
This section applies to all floodfringe areas shown on the floodplain zoning maps and those identified pursuant to s. 18.05105.

18.04200 PERMITTED USES
Any structure, land use, or development is allowed in the Floodfringe District if the standards in s. 18.04300 are met, the use is not prohibited by this or any other ordinance or regulation, and all permits or certificates specified in s. 18.07100 have been issued.

18.04300 STANDARDS FOR DEVELOPMENT IN THE FLOODFRINGE
According to the use requested, s 18.02000 shall apply in addition to the requirements listed below. Any existing structure in the floodfringe must meet the requirements of s. 18.06000 *Nonconforming Uses.* For any lot created after April 13, 2006, no filling shall be permitted within the floodplain to accommodate those uses listed in ss. 18.04301(A) and (B), 18.04302, 18.04303, and 18.04304, unless a variance is granted by the Board of Adjustment in accordance with s. 18.070304.

01 RESIDENTIAL USES
Any structure, including a manufactured home, which is to be newly constructed or moved into the floodfringe, shall meet or exceed all standards listed below. Any existing structure in the floodfringe must meet the requirements of s. 18.06000 *Nonconforming Uses.*

(A) All new construction, including placement of manufactured homes, and substantial improvement of residential structures, shall have the lowest floor elevated to or above the flood protection elevation on fill. The fill around the structure shall be one foot or more above the regional flood elevation extending at least 15 feet beyond the limits of the structure. No area may be removed from the floodfringe district unless it can be shown to meet s. 18.01505.

(B) Notwithstanding s. 18.04301(A), a basement or crawlspace floor may be placed one (1) foot above the regional flood elevation if the basement or crawlspace is designed to make all portions of the structure below the flood protection elevation watertight, with walls substantially impermeable to the passage of water and with structural components having the capability of resisting hydrostatic and hydrodynamic loads and effects of buoyancy. No floor of any kind is allowed below the regional flood elevation;

(C) Contiguous dryland access shall be provided from a structure to land outside of the floodplain, except as provided in subd. (D);

(D) In developments where existing street or sewer line elevations make compliance with subd. (C) impractical, the municipality may permit new development and substantial improvements where roads are below the regional flood elevation, if:

(01) The municipality has written assurance from police, fire, and emergency services that rescue, and relief will be provided to the structure(s) by wheeled vehicles during a regional flood event; or

(02) The municipality has a DNR-approved emergency evacuation plan that follows acceptable hazard mitigation planning guidelines.

02 ACCESSORY STRUCTURES OR USES
In addition to s. 18.02000, new construction and substantial improvements of accessory structures shall be constructed on fill, with the lowest floor at or above the regional flood elevation.

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03 COMMERCIAL USES

In addition to s. 18.02000, any commercial structure, which is erected, altered, or moved into the floodfringe, shall meet the requirements of s. 18.04301. Subject to the requirements of s. 18.04305, storage yards, surface parking lots, and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

04 MANUFACTURING AND INDUSTRIAL USES

In addition to s. 18.02000, any manufacturing or industrial structure which is erected, altered, or moved into the floodfringe, shall have the lowest floor elevated to or above the flood protection elevation or meet the floodproofing standards in s 18.07500. Subject to the requirements of s. 18.04305, storage yards, surface parking lots, and other such uses may be placed at lower elevations if an adequate warning system exists to protect life and property.

05 STORAGE OF MATERIALS

Materials that are buoyant, flammable, explosive, or injurious to property, water quality, or human, animal, plant, fish, or aquatic life, shall be stored at or above the flood protection elevation or floodproofed in compliance with s. 18.07500. Adequate measures shall be taken to ensure that such materials will not enter the water body during flooding.

06 PUBLIC UTILITIES, STREETS, AND BRIDGES

All utilities, streets, and bridges shall be designed to be compatible with comprehensive floodplain development plans; and

(A) When failure of public utilities, streets, and bridges would endanger public health or safety, or where such facilities are deemed essential, construction or repair of such facilities shall only be permitted if they are designed to comply with s. 18.07500.

(B) Minor roads or non-essential utilities may be constructed at lower elevations if they are designed to withstand flood forces to the regional flood elevation.

07 SEWAGE DISPOSAL

All sewage disposal systems and private onsite wastewater treatment systems (POWTS) shall be designed to minimize or eliminate infiltration of flood water into the system, pursuant to s. 18.07503, to the flood protection elevation and meet the provisions of all local ordinances and ch. SPS 383, Wis. Adm. Code.

08 WELLS

All wells shall be designed to minimize or eliminate infiltration of flood waters into the system, pursuant to s. 18.07503, to the flood protection elevation and shall meet the provisions of chs. NR 811 and NR 812, Wis. Adm. Code.

09 SOLID WASTE DISPOSAL SITES

Disposal of solid or hazardous waste is prohibited in floodfringe areas.

10 DEPOSITION OF MATERIALS

Any deposited material must meet all the provisions of this ordinance. The fill shall not be classified as a solid or hazardous waste or defined as a manufacturing byproduct per s. 18.10000.

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11 MANUFACTURED HOMES

(A) Owners or operators of all manufactured home parks and subdivisions shall provide adequate surface drainage to minimize flood damage, and prepare, secure approval, and file an evacuation plan, indicating vehicular access and escape routes, with local emergency management authorities.

(B) In existing manufactured home parks, all new homes, replacement homes on existing pads, and substantially improved homes shall:

(01) Have the lowest floor elevated to the flood protection elevation; and

(02) Be anchored so they do not float, collapse, or move laterally during a flood.

(C) Outside of existing manufactured home parks, including new manufactured home parks and all single units outside of existing parks, all new, replacement, and substantially improved manufactured homes shall meet the residential development standards for the floodfringe in s. 18.04301.

12 MOBILE RECREATIONAL VEHICLES

All mobile recreational vehicles must be on site for less than 180 consecutive days and be either:

(A) Fully licensed and ready for highway use; or

(B) Shall meet the elevation and anchoring requirements in s. 18.04311(B) and (C).

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect utilities and security devices, and has no permanently attached additions.

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18.05000 OTHER FLOODPLAIN DISTRICTS

18.05100 GENERAL FLOODPLAIN DISTRICT (GFP)

01 APPLICABILITY

The provisions for the General Floodplain District shall apply to development in all floodplains mapped as A, AO, AH, and in AE zones within which a floodway is not delineated on the Flood Insurance Rate Maps identified in s. 18.01502(A).

02 FLOODWAY BOUNDARIES

For proposed development in zone A, or in zone AE within which a floodway is not delineated on the Flood Insurance Rate Map identified in s. 18.01502(A), the boundaries of the regulatory floodway shall be determined pursuant to s. 18.05105. If the development is proposed to encroach upon the regulatory floodway, the development is subject to the standards of s 18.03000. If the development is located entirely within the floodfringe, the development is subject to the standards of s. 18.04000.

03 PERMITTED USES

Pursuant to s. 18.05105 it shall be determined whether the proposed use is located within the floodway or floodfringe. Those uses permitted in the Floodway (s. 18.03200) and Floodfringe (s. 18.04200) Districts are allowed within the General Floodplain District, according to the standards of s. 18.05104 provided that all permits or certificates required under s. 18.07100 have been issued.

04 STANDARDS FOR DEVELOPMENT IN THE GENERAL FLOODPLAIN DISTRICT

Section 18.03000 applies to floodway areas, determined to pursuant to s. 18.05105; Section 18.04000 applies to floodfringe areas, determined to pursuant to s. 18.05105.

(A) New construction and substantial improvement of structures in zone AO shall have the lowest floor, including basement, elevated:

(01) To or above the depth, in feet, as shown on the FIRM above the highest adjacent natural grade plus one (1) additional foot of freeboard; or

(02) If the depth is not specified on the FIRM, three (3) feet above the highest adjacent natural grade or higher.

(B) New Construction and substantial improvement of structures in zone AH shall have the lowest floor, including basement, elevated to or above the flood protection elevation.

(C) In AO/AH zones, provide adequate drainage paths to guide floodwaters around structures.

(D) All development in zones AO and zone AH shall meet the requirements of s. 18.04000, applicable to flood fringe areas.

05 DETERMINING FLOODWAY AND FLOODFRINGE LIMITS

Upon receiving an application for development within zone A, or within zone AE where a floodway has not been delineated on the Flood Insurance Rate Maps, the zoning administrator shall:

(A) Require the applicant to submit two copies of an aerial photograph or a plan which shows the proposed development with respect to the general floodplain district limits, stream channel, and existing floodplain developments, along with a legal description of the property, fill limits and elevations, building floor elevations and flood proofing measures, and the flood zone as shown on the FIRM.

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(B) Require the applicant to furnish any of the following information deemed necessary by the Department to evaluate the effects of the proposal upon flood height and flood flows, regional flood elevation, and to determine floodway boundaries.

(01) A Hydrologic and Hydraulic Study as specified in s. 18.07102(C).

(02) Plan (surface view) showing elevations or contours of the ground; pertinent structure, fill or storage elevations; size, location, and layout of all proposed and existing structures on the site; location and elevations of streets, wells, water supply systems, private onsite wastewater treatment systems (POWTS), and sanitary sewers; soil types and other pertinent information.

(03) Specifications for building construction and materials, floodproofing, filling, dredging, channel improvement, storage, wells, water supply systems, private onsite wastewater treatment systems (POWTS) and sanitary sewers.

18.05200 FLOOD STORAGE DISTRICT (FSD)

The flood storage district delineates that portion of the floodplain where storage of floodwaters has been taken into account and is relied upon to reduce the regional flood discharge. The district protects the flood storage areas and assures that any development in the storage areas will not decrease the effective flood storage capacity which would cause higher flood elevations.

01 APPLICABILITY

The provisions of this section apply to all areas within the Flood Storage District (FSD), as shown on the official floodplain zoning maps.

02 PERMITTED USES

Any use or development which occurs in a flood storage district must meet the applicable requirements in s. 18.04300.

03 STANDARDS FOR DEVELOPMENT IN FLOOD STORAGE DISTRICTS

(A) Development in a flood storage district shall not cause an increase equal or greater than 0.00 of a foot in the height of the regional flood

(B) No development shall be allowed which removes flood storage volume unless an equal volume of storage as defined by the pre-development ground surface and the regional flood elevation shall be provided in the immediate area of the proposed development to compensate for the volume of storage, which is lost, (compensatory storage). Excavation below the groundwater table is not considered to provide an equal volume of storage

(C) If compensatory storage cannot be provided, the area may not be developed unless the entire area zoned as flood storage district – on this waterway – is rezoned to the floodfringe district. This must include a revision to the floodplain study and map done for the waterway to revert to the higher regional flood discharge calculated without floodplain storage, as per s. 18.08000 *Amendments* of this ordinance.

(D) No area may be removed from the flood storage district unless it can be shown that the area has been filled to the flood protection elevation and is contiguous to other lands lying outside of the floodplain.

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18.05300 COASTAL FLOODPLAIN DISTRICT (CFD)

01 APPLICABILITY

The provisions of this section apply to all Coastal Floodplain Districts (CFD) shown on the floodplain zoning maps, which includes zones V, V1-30, and VE. Where a floodway shown on the floodplain zoning maps, or a floodway determined as explained in s. 18.01503(D) or a regulatory floodway identified pursuant to s. 18.05105, extends into a Coastal Floodplain District, development shall comply with the standards of s. 18.03000 and s. 18.05200.

02 STANDARDS FOR DEVELOPMENT IN THE COASTAL FLOODPLAIN DISTRICT

Development in the Coastal Floodplain District shall meet the requirements of s. 18.02000, as well as the following.

(A) New construction shall be located landward of the Ordinary High Water Mark (OHWM).

(B) Bulkheads, seawalls, revetments, and other erosion control measures shall not be connected to the foundation or superstructure of a building and shall be designed and constructed so as not to direct floodwaters or increase flood forces or erosion impacts on the foundation or superstructure of any building.

(C) Man-made alterations of sand dunes are prohibited unless an engineering report documents that the alterations will not increase potential flood damage by reducing the wave and flow dissipation characteristics of the sand dunes.

(D) The use of fill for structural support of buildings is prohibited.

(01) Non-structural fill shall be permitted only if an engineering report demonstrates that the fill will not cause runup, ramping, or deflection of floodwaters that cause damage to buildings.

(E) New construction and substantial improvement of buildings shall be elevated, consistent with SPS 321.34, on pilings or columns so that the bottom of the lowest horizontal structural member of the lowest floor (excluding the pilings or columns) is elevated to or above the Flood Protection Elevation.

(01) The pile or column foundation and structure attached thereto shall be anchored to resist flotation, collapse, and lateral movement due to the effects of wind and water loads acting simultaneously on all building components. Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or other equivalent standard.

(02) A registered professional engineer or architect shall develop or review the structural design, specifications, and plans for the construction, and shall certify that the design and methods of construction to be used are in accordance with accepted standards of practice for meeting the provisions of s. 18.05202(E).

(F) New construction and substantial improvement of buildings shall have the space below the lowest floor either free of obstruction or constructed with non-supporting breakaway walls, open wood latticework, or insect screening intended to collapse without causing collapse, displacement, or other structural damage to the elevated portion of the building or supporting foundation system.

(01) For the purpose of s. 18.05202(F), a breakaway wall shall have a design safe loading resistance of not less than 10 and not more than 20 pounds per square foot.

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(02) Use of breakaway walls which exceed a design safe loading resistance of 20 pounds per square foot (either by design or where so required by local or state codes) may be permitted only if a registered professional engineer or architect certifies that the designs proposed meet all of the following conditions:

(a) Breakaway wall collapse shall result from a water load less than that which would occur during the base flood; and

(b) The elevated portion of the building and supporting foundation system shall not be subject to collapse, displacement, or other structural damage due to the effects of wind and water loads acting simultaneously on all building components (structural and non-structural). Water loading values shall be those associated with the base flood. Wind loading values shall be those defined according to American Society of Civil Engineers 7-16 *Minimum design loads and associated criteria for buildings and other structures*, or equivalent standard.

(G) Require within flood-prone areas:

(01) New and replacement wells or water supply systems to be designed to minimize or eliminate infiltration of flood waters into the systems; and

(02) New and replacement sewage disposal systems and private onsite wastewater treatment systems (POWTS) are to be designed to minimize or eliminate infiltration of flood waters into the systems and discharges from the systems into flood waters. Private onsite wastewater treatment systems (POWTS) are to be located as to avoid impairment to them or contamination from them during flooding.

(H) All mobile recreation vehicles must be on site for less than 180 consecutive days and be either:

(01) Fully licensed and ready for highway use; or

(02) Shall meet the standards of s. 18.05202(A) through 18.05202(G) inclusive.

A mobile recreational vehicle is ready for highway use if it is on its wheels or jacking system, is attached to the site only by quick-disconnect type utilities and security devices and has no permanently attached additions.

(I) Manufactured homes placed or substantially improved within the Coastal Floodplain District shall meet the standards of s. 18.05202(A) through 18.05202(G) inclusive.

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18.06000 NONCONFORMING USES

18.06100 GENERAL

01 Applicability:

(A) The standards in this section shall apply to all uses and buildings that do not conform to the provisions contained within a floodplain zoning ordinance or with s. 87.30, Wis. Stats. and ch. NR 116.12-14, Wis. Adm. Code and 44 CFR 59-72., these standards shall apply to all modifications or additions to any nonconforming use or structure and to the use of any structure or premises which was lawful before the passage of this ordinance or any amendment thereto. A party asserting existence of a lawfully established nonconforming use or structure has the burden of proving that the use or structure was compliant with the floodplain zoning ordinance in effect at the time the use or structure was created.

(B) As permit applications are received for additions, modifications, or substantial improvements to nonconforming buildings in the floodplain, municipalities shall develop a list of those nonconforming buildings, their present equalized assessed value, and a list of the costs of those activities associated with changes to those buildings.

02 The existing lawful use of a structure or its accessory use which is not in conformity with the provisions of this ordinance may continue subject to the following conditions:

(A) No modifications or additions to a nonconforming use or structure shall be permitted unless they comply with this ordinance. The words "modification" and "addition" include, but are not limited to, any alteration, addition, modification, structural repair, rebuilding or replacement of any such existing use, structure or accessory structure or use. Maintenance is not considered a modification; this includes painting, decorating, paneling and other non-structural components and the maintenance, repair, or replacement of existing private onsite wastewater treatment systems (POWTS), wells, water supply systems, or connections to public utilities. Any costs associated with the repair of a damaged structure are not considered maintenance.

The construction of a deck that does not exceed 200 square feet and that is adjacent to the exterior wall of a principal structure is not an extension, modification, or addition. The roof of the structure may extend over a portion of the deck in order to provide safe ingress and egress to the principal structure.

(B) If a nonconforming use or the use of a nonconforming structure is discontinued for 12 consecutive months, it is no longer permitted and any future use of the property, and any structure or building thereon, shall conform to the applicable requirements of this ordinance;

(C) The municipality shall keep a record which lists all nonconforming uses and nonconforming structures, their present equalized assessed value, the cost of all modifications or additions which have been permitted, and the percentage of the structure's total current value those modifications represent;

(D) No modification or addition to any nonconforming structure or any structure with a nonconforming use, which over the life of the structure would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 18.04301. The costs of elevating the lowest floor of a nonconforming building or a building with a

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nonconforming use to the flood protection elevation are excluded from the 50% provisions of this paragraph;

(E) No maintenance on a per event basis to any nonconforming structure or any structure with a nonconforming use, the cost of which would equal or exceed 50% of its present equalized assessed value, shall be allowed unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 18.04301. Maintenance to any nonconforming structure, which does not exceed 50% of its present equalized assessed value on a per event basis, does not count against the cumulative calculations over the life of the structure for substantial improvement calculations.

(F) If on a per event basis the total value of the work being done under (D) and (E) equals or exceeds 50% of the present equalized assessed value, the work shall not be permitted unless the entire structure is permanently changed to a conforming structure with a conforming use in compliance with the applicable requirements of this ordinance. Contiguous dry land access must be provided for residential and commercial uses in compliance with s. 18.04301.

(G) Except as provided in subd. (H), if any nonconforming structure or any structure with a nonconforming use is destroyed or is substantially damaged, it cannot be replaced, reconstructed, or rebuilt unless the use and the structure meet the current ordinance requirements. A structure is considered substantially damaged if the total cost to restore the structure to its pre-damaged condition equals or exceeds 50% of the structure's present equalized assessed value.

(H) For nonconforming buildings that are substantially damaged or destroyed by a non-flood disaster, the repair or reconstruction of any such nonconforming building shall be permitted in order to restore it to the size and use in effect prior to the damage event, provided that the following minimum requirements are met, and all required permits have been granted prior to the start of construction:

(01) Residential Structures

(a) Shall have the lowest floor, including basement, elevated to one (1) foot above the base flood elevation using fill, pilings, columns, posts, or perimeter walls. Perimeter walls must meet the requirements of s. 18.07502.

(b) Shall be anchored to prevent flotation, collapse, or lateral movement of the structure resulting from hydrodynamic and hydrostatic loads, including the effects of buoyancy, and shall be constructed with methods and materials resistant to flood damage.

(c) Shall be constructed with electrical, heating, ventilation, plumbing and air conditioning equipment and other service facilities that are designed and/or elevated so as to prevent water from entering or accumulating within the components during conditions of flooding.

(d) In A Zones, obtain, review, and utilize any flood data available from a federal, state or other source.

(e) In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 18.05404.

(f) In AO Zones, shall have adequate drainage paths around structures on slopes to guide floodwaters around and away from the structure.

Attachment: FPZO - NRC (Floodplain Ordinance)

(02) Non-residential Structures

(a) Shall meet the requirements of s. 18.06102(H)(01)(a)-(f).

(b) Shall either have the lowest floor, including basement, elevated to or above the regional flood elevation; or, together with attendant utility and sanitary facilities, shall meet the standards in s. 18.07501 or 1807502.

(c) In AO Zones with no elevations specified, shall have the lowest floor, including basement, meet the standards in s. 18.05104.

03 A nonconforming historic structure may be altered if the alteration will not preclude the structure's continued designation as a historic structure, the alteration will comply with s. 18.03301, flood resistant materials are used, and construction practices and floodproofing methods that comply with s. 18.07500 are used. Repair or rehabilitation of historic structures shall be exempt from the development standards of s. 18.06102(H)(01) if it is determined that the proposed repair or rehabilitation will not preclude the structure's continued designation as a historic structure and is the minimum necessary to preserve the historic character and design of the structure.

18.06200 FLOODWAY DISTRICT (FW)

01 No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use in the Floodway District, unless such modification or addition:

(A) Has been granted a permit or variance which meets all ordinance requirements;

(B) Meets the requirements of s. 18.06100;

(C) Shall not increase the obstruction to flood flows or regional flood height;

(D) Any addition to the existing structure shall be floodproofed, pursuant to s. 18.07500, by means other than the use of fill, to the flood protection elevation; and

(E) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

(01) The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

(02) The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

(03) Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

(04) The use must be limited to parking, building access or limited storage.

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02 No new private onsite wastewater treatment system (POWTS) shall be allowed in the Floodway District. When the replacement of a private onsite wastewater treatment system (POWTS) is ordered by a government agency to correct a hazard to public health, only a private onsite wastewater treatment system (POWTS) holding tank component shall be allowed in the Floodway District. The repair, maintenance, or continued use of an existing private onsite wastewater treatment system (POWTS) ~~utilizing a soil dispersal component~~ that is located in a floodway area shall ~~, is a violation of ordinance and ch. 9.0 of the Ozaukee County Code of Ordinances, and shall be immediately abated. All replacement private onsite wastewater treatment systems (POWTS) are to~~ meet the applicable requirements of all municipal ordinances, s. 18.07503 and ch. SPS 383, Wis. Adm. Code.

03 No new well or modification to an existing well used to obtain potable water shall be allowed in the Floodway District. Any replacement, repair, or maintenance of an existing well in the Floodway District shall meet the applicable requirements of all municipal ordinances, s. 18.07503 and chs. NR 811 and NR 812, Wis. Adm. Code.

18.06300 FLOODFRINGE DISTRICT (FF)

01 No modification or addition shall be allowed to any nonconforming structure or any structure with a nonconforming use unless such modification or addition has been granted a permit or variance by the municipality and meets the requirements of s. 18.04300 except where s. 18.06302 is applicable.

02 Where compliance with the provisions of s. 18.06301 would result in unnecessary hardship, and only where the structure will not be used for human habitation or be associated with a high flood damage potential, the Board of Adjustment, using the procedures established in s. 18.07300, may grant a variance from those provisions of s. 18.06301 for modifications or additions using the criteria listed below. Modifications or additions which are protected to elevations lower than the flood protection elevation may be permitted if:

(A) No floor is allowed below the regional flood elevation for residential or commercial structures;

(B) Human lives are not endangered;

(C) Public facilities, such as water or sewer, shall not be installed;

(D) Flood depths shall not exceed two feet;

(E) Flood velocities shall not exceed two feet per second; and

(F) The structure shall not be used for storage of materials as described in s. 18.04305.

03 ~~All~~ Any new ~~and existing~~ private onsite wastewater treatment systems (POWTS), or the addition~~s~~, ~~and~~ modification~~s~~, repair, maintenance, and continued use of an existing private onsite wastewater treatment systems (POWTS) ~~thereto~~, shall meet all the applicable provisions of all local ordinances, s. 18.07503 and ch. SPS 383, Wis. Adm. Code. ~~The repair, maintenance, or continued use of an existing private onsite wastewater treatment (POWTS) that does not meet the requirements of s. 18.04307 is a violation of ordinance and ch. 9.0 of the Ozaukee County Code of Ordinances, and shall be immediately brought back into compliance.~~

04 All new wells and the addition to, replacement, repair, or maintenance of existing wells shall meet the applicable provisions of this ordinance, s. 18.07603 and chs. NR 811 and NR 812, Wis. Adm. Code.

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18.06400 FLOOD STORAGE DISTRICT (FSD)

No modifications or additions shall be allowed to any nonconforming structure in a flood storage area unless the standards outlined in 18.05203 are met.

18.06500 COASTAL FLOODPLAIN DISTRICT (CFD)

01 New construction and substantial improvement shall meet the standards of s. 18.05200.

02 No structural repairs, modifications or additions to an existing building, the cost of which exceeds, over the life of the existing building, 50% of its present equalized assessed value, may be allowed in a coastal floodplain area unless the entire building is permanently changed to conform with the standards prescribed in s. 18.05200.

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18.07000 ADMINISTRATION

Where a zoning administrator, planning agency or a Board of Adjustment has already been appointed to administer a zoning ordinance adopted under s. 59.69, s. 59.692 or s. 62.23(7), Wis. Stats., these officials shall also administer this ordinance.

18.07100 ZONING ADMINISTRATOR

01 DUTIES AND POWERS

The zoning administrator is authorized to administer this ordinance and shall have the following duties and powers:

(A) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and assure that the regional flood elevation for the proposed development is shown on all permit applications.

(B) Issue permits and inspect properties for compliance with provisions of this ordinance and issue certificates of compliance where appropriate.

(C) Inspect and assess all damaged floodplain structures to determine if substantial damage to the structures has occurred.

(D) Keep records of all official actions such as:

(01) All permits issued, inspections made, and work approved;

(02) Documentation of certified lowest floor and regional flood elevations;

(03) Floodproofing certificates;

(04) Water surface profiles, floodplain zoning maps and ordinances, nonconforming uses and structures including changes, appeals, variances and amendments;

(05) All substantial damage assessment reports for floodplain structures;

(06) List of nonconforming structures and uses;

(07) In the Coastal Floodplain District, documentation of the certified elevation of the bottom of the lowest horizontal structural member of new construction and substantial improvements;

(08) In the Coastal Floodplain District, certification by a licensed professional engineer or architect where required for new construction and substantial improvement under s. 18.05200.

(E) Submit copies of the following items to the Department Regional office:

(01) Within 10 days of the decision, a copy of any decisions on variances, appeals for map or text interpretations, and map or text amendments;

(02) Copies of case-by-case analyses and other required information.

(03) Copies of substantial damage assessments performed and all related correspondence concerning the assessments.

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(F) Investigate, prepare reports, and report violations of this ordinance to the municipal zoning agency and attorney for prosecution. Copies of the reports shall also be sent to the Department Regional office.

(G) Submit copies of amendments to the FEMA Regional office.

02 FLOODPLAIN PERMIT

A ~~shoreland~~ floodplain permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities and/or private onsite wastewater treatment system (POWTS) and well installation, may be initiated. The application to the zoning administrator shall include:

(A) GENERAL INFORMATION

(01) Name and address of the applicant, property owner, and contractor;

(02) Legal description, proposed use, and whether it is new construction or a modification;

(B) SITE DEVELOPMENT PLAN

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

(01) Location, dimensions, area and elevation of the lot;

(02) Location of the ordinary highwater mark of any abutting navigable waterways;

(03) Location of any structures with distances measured from the lot lines and street center lines;

(04) Location of any existing or proposed private onsite wastewater treatment systems (POWTS), wells, or water supply systems;

(05) Location and elevation of existing or future access roads;

(06) Location of floodplain and floodway limits as determined from the official floodplain zoning maps;

(07) The elevation of the lowest floor of proposed buildings and any fill using the vertical datum from the adopted study – either National Geodetic Vertical Datum (NGVD) or North American Vertical Datum (NAVD);

(08) Data sufficient to determine the regional flood elevation in NGVD or NAVD at the location of the development and to determine whether or not the requirements of ss. 18.03000 or 18.04000 are met; and

(09) Data to determine if the proposed development will cause an obstruction to flow or an increase in regional flood height or discharge according to s. 18.02100. This may include any of the information noted in s. 18.03301.

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(C) HYDRAULIC AND HYDROLOGIC STUDIES TO ANALYZE DEVELOPMENT

All hydraulic and hydrologic studies shall be completed under the direct supervision of a professional engineer registered in the state. The study contractor shall be responsible for the technical adequacy of the study. All studies shall be reviewed and approved by the Department.

(01) Zone A floodplains and in AE zones within which a floodway is not delineated:

(a) Hydrology

(i) The appropriate method shall be based on the standards in ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge.*

(b) Hydraulic Modeling

The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

(i) determination of the required limits of the hydraulic model shall be based on detailed study information for downstream structures (dam, bridge, culvert) to determine adequate starting WSEL for the study.

(ii) channel sections must be surveyed.

(iii) minimum four-foot contour data in the overbanks shall be used for the development of cross section overbank and floodplain mapping.

(iv) a maximum distance of 500 feet between cross sections is allowed in developed areas with additional intermediate cross sections required at transitions in channel bottom slope including a survey of the channel at each location.

(v) the most current version of HEC-RAS shall be used.

(vi) a survey of bridge and culvert openings and the top of road is required at each structure.

(vii) additional cross sections are required at the downstream and upstream limits of the proposed development and any necessary intermediate locations based on the length of the reach if greater than 500 feet.

(viii) standard accepted engineering practices shall be used when assigning parameters for the base model such as flow, Manning's N values, expansion and contraction coefficients or effective flow limits. The base model shall be calibrated to past flooding data such as high-water marks to determine the reasonableness of the model results. If no historical data is available, adequate justification shall be provided for any parameters outside standard accepted engineering practices.

(ix) the model must extend past the upstream limit of the difference in the existing and proposed flood profiles in order to provide a tie-in to existing studies. The height difference between the proposed flood profile and the existing study profiles shall be no more than 0.00 feet.

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(c) Mapping
A work map of the reach studied shall be provided, showing all cross-section locations, floodway/floodplain limits based on best available topographic data, geographic limits of the proposed development and whether the proposed development is located in the floodway.

(i) if the proposed development is located outside of the floodway, then it is determined to have no impact on the regional flood elevation.

(ii) if any part of the proposed development is in the floodway, it must be added to the base model to show the difference between existing and proposed conditions. The study must ensure that all coefficients remain the same as in the existing model, unless adequate justification based on standard accepted engineering practices is provided.

(02) Zone AE Floodplains

(a) Hydrology
If the proposed hydrology will change the existing study, the appropriate method to be used shall be based on ch. NR 116.07(3), Wis. Admin. Code, *Hydrologic Analysis: Determination of Regional Flood Discharge*.

(b) Hydraulic Model
The regional flood elevation shall be based on the standards in ch. NR 116.07(4), Wis. Admin. Code, *Hydraulic Analysis: Determination of Regional Flood Elevation* and the following:

(i) duplicate effective model
the effective model shall be reproduced to ensure correct transference of the model data and to allow integration of the revised data to provide a continuous Flood Insurance Study (FIS) model upstream and downstream of the revised reach. If data from the effective model is available, models shall be generated that duplicate the FIS profiles and the elevations shown in the Floodway Data Table in the FIS report to within 0.1 foot.

(ii) corrected effective model
the corrected effective model shall not include any man-made physical changes since the effective model date but shall import the model into the most current version of HEC-RAS for Department review.

(iii) existing (pre-project conditions) model
the existing model shall be required to support conclusions about the actual impacts of the project associated with the revised (post-project) model or to establish more up-to-date models on which to base the revised (post-project) model.

(iv) revised (post-project conditions) model
the revised (post-project conditions) model shall incorporate the existing model and any proposed changes to the topography caused by the proposed development. This model shall reflect proposed conditions.

(v) all changes to the duplicate effective model and subsequent models must be supported by certified topographic information, bridge plans, construction plans and survey notes.

(vi) changes to the hydraulic models shall be limited to the stream reach for which the revision is being requested. Cross sections upstream and downstream of the revised reach shall be identical to those in the effective model and result in water surface elevations and top widths computed by the revised models matching those in the effective models

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upstream and downstream of the revised reach as required. The effective model shall not be truncated.

(c) Mapping
Maps and associated engineering data shall be submitted to the Department for review which meet the following conditions:

(i) consistency between the revised hydraulic models, the revised floodplain and floodway delineations, the revised flood profiles, topographic work map, annotated FIRMs and/or Flood Boundary Floodway Maps (FBFMs), construction plans, bridge plans.

(ii) certified topographic map of suitable scale, contour interval, and a planimetric map showing the applicable items. If a digital version of the map is available, it may be submitted in order that the FIRM may be more easily revised.
(iii) annotated FIRM panel showing the revised 1% and 0.2% annual chance floodplains and floodway boundaries.

(iv) if an annotated FIRM and/or FBFM and digital mapping data (GIS or CADD) are used, then all supporting documentation or metadata must be included with the data submission along with the Universal Transverse Mercator (UTM) projection and State Plane Coordinate System in accordance with FEMA mapping specifications.

(v) the revised floodplain boundaries shall tie into the effective floodplain boundaries.

(vi) all cross sections from the effective model shall be labeled in accordance with the effective map and a cross section lookup table shall be included to relate to the model input numbering scheme.

(vii) both the current and proposed floodways shall be shown on the map.
(viii) the stream centerline, or profile baseline used to measure stream distances in the model shall be visible on the map.

(D) STORMWATER & EROSION CONTROLS

(01) All stormwater plans shall be completed by a professional engineer registered in the state. The plans shall demonstrate that the post-construction stormwater flow will not adversely impact neighboring properties or impede natural drainage patterns. A post-construction elevational survey, from a land surveyor registered in the state, is required to certify that the preceding requirements have been met. All plans shall be reviewed and approved by the Department.

(02) All erosion control plans shall be completed by a professional engineer or architect registered in the state. The plans shall utilize erosion control measures, as described in the Wisconsin Construction Site Best Management Practice Handbook, and shall be installed on the property prior to the start of any construction and maintained until the area is completely re-vegetated. All plans shall be reviewed and approved by the Department.

(E) PERMIT FEES

(01) All persons, firms, or corporations performing work which by this ordinance requires the issuance of a permit, variance, or other specified review shall pay a fee to the zoning administrator to help defray the cost of administration, investigation, advertising, and processing. A fee shall be required for a floodplain permit, certificate of compliance, written floodplain determination, zoning text or map amendment, review of site development plans, review of hydraulic and

hydrologic studies, review of stormwater plans, review of erosion control plans, and zoning appeal or variance requests. Fees shall be set forth in the county fee schedule, as may be amended annually. Fees are non-refundable, unless a written request is submitted within two (2) business days of the date the application was filed.

(02) Fees paid for applications for variances and appeals are applicable for one hearing only. Fees are not refundable if the applicant cancels the hearing or if the request is denied. If the hearing is rescheduled at the request of the applicant, additional fees up to the full fee will be charges for actual costs incurred.

(03) If work is started before a permit is applied for and issued, the zoning administrator shall charge a fee of ten (10) times the applicable permit and review fees. This penalty shall not release the applicant from full compliance with this ordinance nor from prosecution for violation of this ordinance.

(F) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than 180 days after issuance. The permit may be extended for a maximum of 180 days for good and sufficient cause. If the permitted work has not started within 180 days of the permit date, the development must comply with any regulation, including any revision to the FIRM or Flood Insurance Study, that took effect after the permit date.

03 CERTIFICATE OF COMPLIANCE

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

(A) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;

(B) Application for such certificate shall be concurrent with the application for a permit;

(C) If all ordinance provisions are met, the certificate of compliance shall be issued within 10 days after written notification that the permitted work is completed;

(D) The applicant shall submit a certification signed by a registered professional engineer, architect, or land surveyor that the fill, lowest floor and floodproofing elevations are in compliance with the permit issued. Floodproofing measures also require certification by a registered professional engineer or architect that the requirements of s. 18.07500 are met;

(E) Where applicable pursuant to s. 18.05104, the applicant must submit a certification by a registered professional engineer or surveyor of the elevation of the bottom of the lowest horizontal structural member supporting the lowest floor (excluding pilings or columns), and an indication of whether the structure contains a basement;

(F) Where applicable pursuant to s. 18.05104, the applicant must submit certifications by a registered professional engineer or architect that the structural design and methods of construction meet accepted standards of practice as required by s. 18.05104.

04 OTHER PERMITS

Prior to obtaining a shoreland permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to those required by the U.S. Army Corps of Engineers under s. 404 of the Federal Water Pollution Control Act, Amendments of 1972, 33 U.S.C. 1344.

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18.07200 ZONING AGENCY

01 The Ozaukee County Board of Adjustment shall:

(A) oversee the functions of the office of the zoning administrator; and

(B) review and advise the governing body on all proposed amendments to this ordinance, maps, and text; and

(C) publish adequate notice pursuant to ch. 985, Wis. Stats., specifying the date, time, place, and subject of the public hearing.

02 The Ozaukee County Board of Adjustment shall not:

(A) grant variances to the terms of the ordinance in place of action by the Board of Adjustment; or

(B) amend the text or zoning maps in place of official action by the governing body.

18.07300 BOARD OF ADJUSTMENT

The Board of Adjustment, created under s. 59.694, Wis. Stats., is hereby authorized or shall be appointed to act for the purposes of this ordinance. The Board shall exercise the powers conferred by Wisconsin Statutes and adopt rules for the conduct of business. The zoning administrator shall not be the secretary of the Board.

01 POWERS AND DUTIES

The Board of Adjustment shall:

(A) Appeals – Hear and decide appeals where it is alleged there is an error in any order, requirement, decision or determination made by an administrative official in the enforcement or administration of this ordinance;

(B) Boundary Disputes – Hear and decide disputes concerning the district boundaries shown on the official floodplain zoning map; and

(C) Variances – Hear and decide, upon appeal, variances from the ordinance standards.

02 APPEALS TO THE BOARD

(A) Appeals to the board may be taken by any person aggrieved, or by any officer or department of the municipality affected by any decision of the zoning administrator or other administrative officer. Such appeal shall be taken within 30 days unless otherwise provided by the rules of the board, by filing with the official whose decision is in question, and with the board, a notice of appeal specifying the reasons for the appeal. The official whose decision is in question shall transmit to the board all records regarding the matter appealed.

(B) NOTICE AND HEARING FOR APPEALS INCLUDING VARIANCES

(01) Notice – The board shall:

(a) Fix a reasonable time for the hearing;

(b) Publish adequate notice pursuant to Wisconsin Statutes, specifying the date, time, place, and subject of the hearing; and

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(c) Assure that notice shall be mailed to the parties in interest and the Department Regional office at least 10 days in advance of the hearing.

(02) Hearing – Any party may appear in person or by agent. The board shall:

(a) Resolve boundary disputes according to s. 1807303;

(b) Decide variance applications according to s. 18.07304; and

(c) Decide appeals of permit denials according to s. 18.07400.

(C) DECISION: The final decision regarding the appeal or variance application shall:

(01) Be made within a reasonable time;

(02) Be sent to the Department Regional office within 10 days of the decision;

(03) Be a written determination signed by the chairman or secretary of the Board;

(04) State the specific facts which are the basis for the Board's decision;

(05) Either affirm, reverse, vary or modify the order, requirement, decision, or determination appealed, in whole or in part, dismiss the appeal for lack of jurisdiction or grant or deny the variance application; and

(06) Include the reasons for granting an appeal, describing the hardship demonstrated by the applicant in the case of a variance, clearly stated in the recorded minutes of the Board proceedings.

03 BOUNDARY DISPUTES

The following procedure shall be used by the Board in hearing disputes concerning floodplain district boundaries:

(A) If a floodplain district boundary is established by approximate or detailed floodplain studies, the flood elevations or profiles shall prevail in locating the boundary;

(B) The person contesting the boundary location shall be given a reasonable opportunity to present arguments and technical evidence to the Board; and

(C) If the boundary is incorrectly mapped, the Board should inform the zoning committee or the person contesting the boundary location to petition the governing body for a map amendment according to s. 18.08000 *Amendments*.

04 VARIANCE

(A) The Board may, upon appeal, grant a variance from the standards of this ordinance if an applicant convincingly demonstrates that:

(01) Literal enforcement of the ordinance will cause unnecessary hardship;

(02) The hardship is due to adoption of the floodplain ordinance and unique property conditions, not common to adjacent lots or premises. In such case the ordinance or map must be amended;

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(03) The variance is not contrary to the public interest; and

(04) The variance is consistent with the purpose of this ordinance in s. 18.01300.

(B) In addition to the criteria in subd. (A), to qualify for a variance under FEMA regulations, the Board must find that the following criteria have been met:

(01) The variance shall not cause any increase in the regional flood elevation;

(02) The applicant has shown good and sufficient cause for issuance of the variance;

(03) Failure to grant the variance would result in exceptional hardship;

(04) Granting the variance will not result in additional threats to public safety, extraordinary expense, create a nuisance, cause fraud on or victimization of the public, or conflict with existing local laws or ordinances; and

(05) The variance granted is the minimum necessary, considering the flood hazard, to afford relief.

(C) A variance shall not:

(01) Grant, extend or increase any use prohibited in the zoning district;

(02) Be granted for a hardship based solely on an economic gain or loss;

(03) Be granted for a hardship which is self-created;

(04) Damage the rights or property values of other persons in the area;

(05) Allow actions without the amendments to this ordinance or map(s) required in s. 18.08000 *Amendments*; and

(06) Allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(D) When a floodplain variance is granted, the Board shall notify the applicant in writing that it may increase risks to life and property and flood insurance premiums could increase up to $25.00 per $100.00 of coverage. A copy shall be maintained with the variance record.

18.07400 TO REVIEW APPEALS OF PERMIT DENIALS

01 The Zoning Agency (s. 18.07200) or Board shall review all data related to the appeal. This may include:

(A) Permit application data listed in s. 18.07102;

(B) Floodway/floodfringe determination data in s. 18.05105;

(C) Data listed in s. 18.03301(B) where the applicant has not submitted this information to the zoning administrator; and

(D) Other data submitted with the application or submitted to the Board with the appeal.

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02 For appeals of all denied permits the Board shall:

(A) Follow the procedures of s. 18.07300;

(B) Consider zoning agency recommendations; and

(C) Either uphold the denial or grant the appeal.

03 For appeals concerning increases in regional flood elevation the Board shall:

(A) Uphold the denial where the Board agrees with the data showing an increase in flood elevation. Increases may only be allowed after amending the flood profile and map and all appropriate legal arrangements are made with all adversely affected property owners as per the requirements of s. 18.08000 *Amendments*; and

(B) Grant the appeal where the Board agrees that the data properly demonstrates that the project does not cause an increase provided no other reasons for denial exist.

18.07500 FLOODPROOFING STANDARDS

01 No permit or variance shall be issued for a non-residential structure designed to be watertight below the regional flood elevation until the applicant submits a plan certified by a registered professional engineer or architect that the floodproofing measures will protect the structure or development to or above the flood protection elevation and submits a FEMA Floodproofing Certificate. Floodproofing is not an alternative to the development standards in ss. 18.02000, 18.03000, 18.04000, 18.05100, or 18.05200.

02 For a structure designed to allow the entry of floodwaters, no permit or variance shall be issued until the applicant submits a plan either:

(A) certified by a registered professional engineer or architect; or

(B) meeting or exceeding the following standards:

(01) a minimum of two openings having a total net area of not less than one square inch for every square foot of enclosed area subject to flooding;

(02) the bottom of all openings shall be no higher than one foot above grade; and

(03) openings may be equipped with screens, louvers, valves, or other coverings or devices provided that they permit the automatic entry and exit of floodwaters.

03 Floodproofing measures shall be designed, as appropriate, to:

(A) Withstand flood pressures, depths, velocities, uplift and impact forces and other regional flood factors;

(B) Protect structures to the flood protection elevation;

(C) Anchor structures to foundations to resist flotation and lateral movement;

(D) Minimize or eliminate infiltration of flood waters;

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(E) Minimize or eliminate discharges into flood waters;

(F) Placement of essential utilities to or above the flood protection elevation; and

(G) If any part of the foundation below the flood protection elevation is enclosed, the following standards shall apply:

(01) The enclosed area shall be designed by a registered architect or engineer to allow for the efficient entry and exit of flood waters without human intervention. A minimum of two openings must be provided with a minimum net area of at least one square inch for every one square foot of the enclosed area. The lowest part of the opening can be no more than 12 inches above the adjacent grade;

(02) The parts of the foundation located below the flood protection elevation must be constructed of flood-resistant materials;

(03) Mechanical and utility equipment must be elevated or floodproofed to or above the flood protection elevation; and

(04) The use must be limited to parking, building access or limited storage.

18.07600 PUBLIC INFORMATION

01 Place marks on structures to show the depth of inundation during the regional flood.

02 All maps, engineering data and regulations shall be available and widely distributed.

03 Real estate transfers should show what floodplain district any real property is in.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.08000 AMENDMENTS

Obstructions or increases may only be permitted if amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 18.08100.

01 In AE Zones with a mapped floodway, no obstructions or increases shall be permitted unless the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain zoning maps, floodway lines and water surface profiles, in accordance with s. 18.08100. Any such alterations must be reviewed and approved by FEMA and the DNR.

02 In A Zones increases equal to or greater than 1.0 foot may only be permitted if the applicant receives a Conditional Letter of Map Revision from FEMA and amendments are made to this ordinance, the official floodplain maps, floodway lines, and water surface profiles, in accordance with s. 18.08100.

18.08100 GENERAL

The governing body shall change or supplement the floodplain zoning district boundaries and this ordinance in the manner outlined in s. 18.08200 below. Actions which require an amendment to the ordinance and/or submittal of a Letter of Map Change (LOMC) include, but are not limited to, the following:

01 Any fill or floodway encroachment that obstructs flow causing any increase in the regional flood height;

02 Any change to the floodplain boundaries and/or watercourse alterations on the FIRM;

03 Any changes to any other officially adopted floodplain maps listed in s. 18.01502(B);

04 Any floodplain fill which raises the elevation of the filled area to a height at or above the flood protection elevation and is contiguous to land lying outside the floodplain;

05 Correction of discrepancies between the water surface profiles and floodplain maps;

06 Any upgrade to a floodplain zoning ordinance text required by ch. NR 116.05, Wis. Adm. Code, or otherwise required by law, or for changes by the municipality; and

07 All channel relocations and changes to the maps to alter floodway lines or to remove an area from the floodway or the floodfringe that is based on a base flood elevation from a FIRM requires prior approval by FEMA.

18.08200 PROCEDURES

Ordinance amendments may be made upon petition of any party according to the provisions of s. 59.69, Wis. Stats. The petitions shall include all data required by ss. 18.05105 and 18.07102. The shoreland permit shall not be issued until a Letter of Map Revision is issued by FEMA for the proposed changes

01 The proposed amendment shall be referred to the zoning agency for a public hearing and recommendation to the governing body. The amendment and notice of public hearing shall be submitted to the Department Regional office for review prior to the hearing. The amendment procedure shall comply with the provisions of s. 59.69, Wis. Stats.

02 No amendments shall become effective until reviewed and approved by the Department.

03 All persons petitioning for a map amendment that obstructs flow causing any increase in the regional flood height, shall obtain flooding easements or other appropriate legal arrangements from all adversely affected property owners and notify local units of government before the amendment can be approved by the governing body.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.09000 ENFORCEMENT AND PENALTIES

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than $50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Wis. Stats.

Attachment: FPZO - NRC (Floodplain Ordinance)

18.10000 DEFINITIONS

Unless specifically defined, words and phrases in this ordinance shall have their common law meaning and shall be applied in accordance with their common usage. Words used in the present tense include the future, the singular number includes the plural and the plural number includes the singular. The word "may" is permissive, "shall" is mandatory and is not discretionary.

01 A ZONES
Those areas shown on the Official Floodplain Zoning Map which would be inundated by the regional flood. These areas may be numbered or unnumbered A Zones. The A Zones may or may not be reflective of flood profiles, depending on the availability of data for a given area.

02 AH ZONE
See "AREA OF SHALLOW FLOODING"

03 AO ZONE
See "AREA OF SHALLOW FLOODING"

04 ACCESSORY STRUCTURE OR USE
A facility, structure, building or use which is accessory or incidental to the principal use of a property, structure or building. An accessory structure shall not be used for human habitation.

05 ALTERATION
An enhancement, upgrade or substantial change or modification other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

06 AREA OF SHALLOW FLOODING
A designated AO, AH, AR/AO, AR/AH, or VO zone on a community's Flood Insurance Rate Map (FIRM) with a 1 percent or greater annual chance of flooding to an average depth of 1 to 3 feet where a clearly defined channel does not exist, where the path of flooding is unpredictable, and where velocity flood may be evident. Such flooding is characterized by ponding or sheet flow.

07 BASE FLOOD
Means the flood having a one percent chance of being equaled or exceeded in any given year, as published by FEMA as part of a Flood Insurance Study and depicted on a FIRM.

08 BASEMENT
Any enclosed area of a building having its floor sub-grade on all sides.

09 BREAKAWAY WALL
A wall that is not part of the structural support of the building and is intended through its design and construction to collapse under specific lateral loading forces, without causing damage to the elevated portion of the building or supporting foundation system.

10 BUILDING
See "STRUCTURE"

11 BULKHEAD LINE
A geographic line along a reach of navigable water that has been adopted by a municipal ordinance and approved by the Department pursuant to s. 30.11, Wis. Stats., and which allows limited filling between this bulkhead line and the original ordinary highwater mark, except where such filling is prohibited by the floodway provisions of this ordinance.

Attachment: FPZO - NRC (Floodplain Ordinance)

12 CAMPGROUND
Any parcel of land which is designed, maintained, intended, or used for the purpose of providing sites for non-permanent overnight use by 4 or more camping units, or which is advertised or represented as a camping area.

13 CAMPING UNIT
Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, or tent that is fully licensed, if required, and ready for highway use.

14 CERTIFICATE OF COMPLIANCE
A certification that the construction and the use of land or a building, the elevation of fill or the lowest floor of a structure is in compliance with all of the provisions of this ordinance.

15 CHANNEL
A natural or artificial watercourse with definite bed and banks to confine and conduct normal flow of water.

16 COASTAL FLOODPLAIN
An area along the coast of Lake Michigan or Lake Superior which is inundated by the regional flood and which is also subject to additional hazard due to wave runup.

17 COASTAL HIGH HAZARD AREA
An area of special flood hazard extending from offshore to the inland limit of a primary frontal dune along an open coast, and any other area subject to high velocity wave action from storms.

18 CRAWLWAYS or CRAWL SPACE
An enclosed area below the first usable floor of a building, generally less than five feet in height, used for access to plumbing and electrical utilities.

19 DECK
An unenclosed exterior structure that has no roof or sides and has a permeable floor which allows the infiltration of precipitation.

20 DEPARTMENT
The Wisconsin Department of Natural Resources.

21 DEVELOPMENT
Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings, structures or accessory structures; the construction of additions or alterations to buildings, structures or accessory structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; subdivision layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair, or removal of private onsite wastewater treatment systems (POWTS), wells, or water supply systems.

22 DRYLAND ACCESS
A vehicular access route which is above the regional flood elevation, and which connects land located in the floodplain to land outside the floodplain, such as a road with its surface above regional flood elevation and wide enough for wheeled rescue and relief vehicles.

Attachment: FPZO - NRC (Floodplain Ordinance)

23 ENCROACHMENT
Any fill, structure, equipment, use or development in the floodway.

24 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA)
The federal agency that administers the National Flood Insurance Program.

25 FLOOD INSURANCE RATE MAP (FIRM)
A map of a community on which the Federal Insurance Administration has delineated both the floodplain and the risk premium zones applicable to the community. This map can only be amended by the Federal Emergency Management Agency.

26 FLOOD or FLOODING
A general and temporary condition of partial or complete inundation of normally dry land areas caused by one of the following conditions:

- The overflow or rise of inland waters;
- The rapid accumulation or runoff of surface waters from any source;
- The inundation caused by waves or currents of water exceeding anticipated cyclical levels along the shore of Lake Michigan or Lake Superior; or
- The sudden increase caused by an unusually high-water level in a natural body of water, accompanied by a severe storm, or by an unanticipated force of nature, such as a seiche, or by some similarly unusual event.

27 FLOOD FREQUENCY
The probability of a flood occurrence which is determined from statistical analyses. The frequency of a particular flood event is usually expressed as occurring, on the average once in a specified number of years or as a percent (%) chance of occurring in any given year.

28 FLOODFRINGE
That portion of the floodplain outside of the floodway which is covered by flood waters during the regional flood and associated with standing water rather than flowing water.

29 FLOOD HAZARD BOUNDARY MAP
A map designating approximate flood hazard areas. Flood hazard areas are designated as unnumbered A-Zones and do not contain floodway lines or regional flood elevations. This map forms the basis for both the regulatory and insurance aspects of the National Flood Insurance Program (NFIP) until superseded by a Flood Insurance Study and a Flood Insurance Rate Map.

30 FLOOD INSURANCE STUDY (FIS)
A technical engineering examination, evaluation, and determination of the local flood hazard areas. It provides maps designating those areas affected by the regional flood and provides both flood insurance rate zones and base flood elevations and may provide floodway lines. The flood hazard areas are designated as numbered and unnumbered A-Zones. Flood Insurance Rate Maps, that accompany the Flood Insurance Study, form the basis for both the regulatory and the insurance aspects of the National Flood Insurance Program.

31 FLOODPLAIN
Land which has been or may be covered by flood water during the regional flood. It includes the floodway and the floodfringe and may include other designated floodplain areas for regulatory purposes.

32 FLOODPLAIN ISLAND
A natural geologic land formation within the floodplain that is surrounded, but not covered by floodwater, during the regional flood.

Attachment: FPZO - NRC (Floodplain Ordinance)

33 FLOODPLAIN MANAGEMENT
Policy and procedures to ensure wise use of floodplains, including mapping and engineering, mitigation, education, and administration and enforcement of floodplain regulations.

34 FLOOD PROFILE
A graph or a longitudinal profile line showing the relationship of the water surface elevation of a flood event to locations of land surface elevations along a stream or river.

35 FLOODPROOFING
Any combination of structural provisions, changes, or adjustments to properties and structures, water and sanitary facilities, and contents of buildings subject to flooding, for the purpose of reducing or eliminating flood damage.

36 FLOOD PROTECTION ELEVATION (FPE)
An elevation of two feet of freeboard above the Regional Flood Elevation (Also see: "FREEBOARD").

37 FLOOD STORAGE
Those floodplain areas where storage of floodwaters has been taken into account during analysis in reducing the regional flood discharge.

38 FLOODWAY (FW)
The channel of a river or stream and those portions of the floodplain adjoining the channel required to carry the regional flood discharge.

39 FREEBOARD
A safety factor expressed in terms of a specified number of feet above a calculated flood level. Freeboard compensates for any factors that cause flood heights greater than those calculated, including ice jams, debris accumulation, wave action, obstruction of bridge openings and floodways, the effects of watershed urbanization, loss of flood storage areas due to development and aggregation of the river or stream bed.

40 HABITABLE STRUCTURE
Any structure or portion thereof used or designed for human habitation.

41 HAZARDOUS WASTE
Hazardous waste means a hazardous waste as defined in s. NR 661.0003, Wis. Admin. Code.

42 HEARING NOTICE
Publication or posting meeting the requirements of ch. 985, Wis. Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinances and amendments, a Class 2 notice, published twice, once each week consecutively, the last at least a week (7 days) before the hearing. Local ordinances or bylaws may require additional notice, exceeding these minimums.

43 HIGH FLOOD DAMAGE POTENTIAL
Damage that could result from flooding that includes any danger to life or health or any significant economic loss to a structure or building and its contents.

44 HIGHEST ADJACENT GRADE
The highest natural elevation of the ground surface prior to construction next to the proposed walls of a structure.

45 HISTORIC STRUCTURE
Any structure that is either:

- Listed individually in the National Register of Historic Places or preliminarily determined by the Secretary of the Interior as meeting the requirements for individual listing on the National Register;
- Certified or preliminarily determined by the Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district;
- Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the Secretary of the Interior; or
- Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified either by an approved state program, as determined by the Secretary of the Interior; or by the Secretary of the Interior in states without approved programs.

46 INCREASE IN REGIONAL FLOOD HEIGHT
A calculated upward rise in the regional flood elevation greater than 0.00 foot, based on a comparison of existing conditions and proposed conditions which is directly attributable to development in the floodplain but not attributable to manipulation of mathematical variables such as roughness factors, expansion and contraction coefficients and discharge.

47 LAND USE
Any non-structural use made of unimproved or improved real estate (Also see "DEVELOPMENT").

48 LOWEST ADJACENT GRADE
Elevation of the lowest ground surface that touches any of the exterior walls of a building.

49 LOWEST FLOOR
The lowest floor of the lowest enclosed area (including basement). An enclosed space as provided in s. 18.05202(F), is not considered the building's lowest floor.

50 MAINTENANCE
The act or process of ordinary upkeep and repairs, including redecorating, refinishing, non-structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems, or structures.

51 MANUFACTURED HOME
A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

52 MANUFACTURING BYPRODUCTS
Materials produced as part of a byproduct of manufacturing. Such products include, but are not limited to, sludge, residue, powder, dust, slag, ash, and waste sand.

53 MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION
A parcel (or contiguous parcels) of land, divided into two or more manufactured home lots for rent or sale.

54 MOBILE/MANUFACTURED HOME PARK OR SUBDIVISION, EXISTING
A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets, and either final site grading or the pouring of concrete pads.

Attachment: FPZO - NRC (Floodplain Ordinance)

55 MOBILE/MANUFACTURED HOME PARK, EXPANSION TO EXISTING
The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets, and either final site grading or the pouring of concrete pads.

56 MOBILE/MANUFACTURED RECREATIONAL VEHICLE
A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of "mobile recreational vehicles."

57 MODEL, CORRECTED EFFECTIVE
A hydraulic engineering model that corrects any errors that occur in the Duplicate Effective Model, adds any additional cross sections to the Duplicate Effective Model, or incorporates more detailed topographic information than that used in the current effective model.

58 MODEL, DUPLICATE EFFECTIVE
A copy of the hydraulic analysis used in the effective Flood Insurance Study and referred to as the effective model.

59 MODEL, EFFECTIVE
The hydraulic engineering model that was used to produce the current effective Flood Insurance Study.

60 MODEL, EXISTING (PRE-PROJECT)
A modification of the Duplicate Effective Model or Corrected Effective Model to reflect any man-made modifications that have occurred within the floodplain since the date of the effective model but prior to the construction of the project for which the revision is being requested. If no modification has occurred since the date of the effective model, then this model would be identical to the Corrected Effective Model or Duplicate Effective Model.

61 MODEL, REVISED (POST-PROJECT)
A modification of the Existing or Pre-Project Conditions Model, Duplicate Effective Model or Corrected Effective Model to reflect revised or post-project conditions.

62 MODERATE WAVE ACTION AREA (MoWA)
A special flood hazard area subject to the potential for breaking wave heights of greater than or equal to 1.5 feet, but less than 3 feet, where the primary source of flooding is astronomical tides, storm surges, seiches, and/or tsunamis. A MoWA is an area within zone AE on a FIRM that is between the inland limit of zone VE and a Limit of Moderate Wave Action, where identified (Also known as "coastal A zone").

63 MUNICIPALITY or MUNICIPAL
The county, city, or village governmental units enacting, administering, and enforcing this floodplain zoning ordinance.

64 NORTH AMERICAN VERTICAL DATUM (NAVD)
Elevations referenced to mean sea level datum, 1988 adjustment.

Attachment: FPZO - NRC (Floodplain Ordinance)

65 NEW CONSTRUCTION
Structures for which the start of construction commenced on or after the effective date of a floodplain zoning regulation adopted by this community and includes any subsequent improvements to such structures.

66 NON-FLOOD DISASTER
A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, but excludes a flood.

67 NONCONFORMING STRUCTURE
An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain in which it occupies (For example, an existing residential structure in the floodfringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation, the structure is nonconforming).

68 NONCONFORMING USE
An existing lawful use or accessory use of a structure or building which is not in conformity with the provisions of this ordinance for the area of the floodplain in which it occupies (such as a residence in the floodway).

69 OBSTRUCTION TO FLOW
Any development which blocks the conveyance of floodwaters such that this development alone, or together with any future development, will cause an increase in regional flood height.

70 OFFICIAL FLOODPLAIN ZONING MAP
That map, adopted and made part of this ordinance, as described in s. 18.01502, which has been approved by the Department and FEMA.

71 OPEN SPACE USE
Those uses having a relatively low flood damage potential and not involving structures.

72 ORDINARY HIGHWATER MARK (OHWM)
The point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristic.

73 PERSON
An individual, or group of individuals, corporation, partnership, association, municipality, or state agency.

74 PRIMARY FRONTAL DUNE
A continuous or nearly continuous mound or ridge of sand with relatively steep seaward and landward slopes immediately landward and adjacent to the beach and subject to erosion and overtopping from high tides and waves during major coastal storms. The inland limit of the primary frontal dune occurs at the point where there is a distinct change from a relatively steep slope to a relatively mild slope.

75 PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM (POWTS)
A sewage treatment and disposal system serving one structure with a septic tank or tanks and a soil absorption component that is located on the same parcel as the structure. It also means an alternative sewage system approved by the Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption component, a holding tank component, a system serving more than one structure, or a system located on a different parcel than the structure.

Attachment: FPZO - NRC (Floodplain Ordinance)

76 PRIVATE SEWAGE SYSTEM
See "PRIVATE ONSITE WASTEWATEWR TREATMENT SYSTEM (POWTS)"

77 PRIVATE WATER MAIN
A water main serving 2 or more buildings and not part of the municipal water system.

78 PUBLIC UTILITIES
Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer, and storm sewer.

79 REASONABLY SAFE FROM FLOODING
Means base flood waters will not inundate the land or damage structures to be removed from the floodplain and that any subsurface waters related to the base flood will not damage existing or proposed buildings.

80 REGIONAL FLOOD
A flood determined to be representative of large floods known to have occurred in Wisconsin. A regional flood is a flood with a one percent chance of being equaled or exceeded in any given year, and if depicted on the FIRM, the Regional Flood Elevation is equivalent to the Base Flood Elevation.

81 SAND DUNES
Naturally occurring accumulations of sand in ridges or mounds landward of the beach.

82 SOLID WASTE
Solid waste means a solid waste as defined in s. NR 661.0002, Wis. Admin. Code.

83 START OF CONSTRUCTION
The date the shoreland permit was issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement was within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading, and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the main structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

84 STRUCTURE
Any manmade object with form, shape and utility, either permanently or temporarily attached to, placed upon or set into the ground, stream bed or lakebed, including, but not limited to, roofed and walled buildings, gas or liquid storage tanks, bridges, dams and culverts.

85 SUBDIVISION
Has the meaning given in s. 236.02(12), Wis. Stats.

86 SUBSTANTIAL DAMAGE
Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

Attachment: FPZO - NRC (Floodplain Ordinance)

87 SUBSTANTIAL IMPROVEMENT
Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not include either any project for the improvement of a building required to correct existing health, sanitary or safety code violations identified by the building official and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure provided that the alteration will not preclude the structure's continued designation as a historic structure.

88 UNNECESSARY HARDSHIP
Where special conditions affecting a particular property, which were not self-created, have made strict conformity with restrictions governing areas, setbacks, frontage, height, or density unnecessarily burdensome or unreasonable in light of the purposes of the ordinance.

89 VARIANCE
An authorization by the Board of Adjustment for the construction or maintenance of a building or structure in a manner which is inconsistent with dimensional standards (not uses) contained in the floodplain zoning ordinance.

90 VIOLATION
The failure of a structure or other development to be fully compliant with the floodplain zoning ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates, or required floodway encroachment calculations is presumed to be in violation, until such time as that documentation is provided.

91 WATERSHED
The entire region contributing runoff or surface water to a watercourse or body of water.

92 WATER SERVICE
That portion of a water supply system from the water main or private water supply up to and including the building control valve.

93 WATER SUPPLY SYSTEM
The piping of a private water main or water service through which water is conveyed to points of usage.

94 WATER SURFACE PROFILE
A graphical representation showing the elevation of the water surface of a watercourse for each position along a reach of river or stream at a certain flood flow. A water surface profile of the regional flood is used in regulating floodplain areas.

95 WELL
Means an excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Land and Water Management**
DIRECTOR: **Katie Vogeler**
PREPARER: **Lisa Henning**

Agenda Summary Shoreland Protection Ordinance

Continued Discussion to Repeal Chapter 7: Shoreland and Floodplain Zoning, and replace with Chapter 18: Ozaukee County Floodplain Zoning Ordinance and Chapter 19: Ozaukee County Shoreland Protection Ordinance

Chapter 19 Ozaukee County Shoreland Protection Ordinance

This Ordinance still needs to be approved by WI DNR Dale Rezabek along with Ozaukee County Legal Counsel, Rhonda Gorden.

Black print - model ordinance

Red print - additions to model ordinance, Blue citation if carried over from existing ordinance

Green print - additional to model and existing ordinance

ATTACHMENTS:

- SLZO - NRC(PDF)

NATURAL RESOURCES COMMITTEE

CHAPTER 19.00000

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CHAPTER 19.00000

OZAUKEE COUNTY SHORELAND PROTECTION ORDINANCE

19.01000 STATUTORY AUTHORIZATION, FINDING OF FACT, STATEMENT OF PURPOSE AND TITLE.

19.01100 STATUTORY AUTHORIZATION

This ordinance is adopted pursuant to the authorization in s. 59.692, Wis. Stats, to implement s. 59.692 and s. 281.31, Wis. Stats.

19.01200 FINDING OF FACT

Uncontrolled use of the shorelands and pollution of the navigable waters of Ozaukee County will adversely affect the public health, safety, convenience, general welfare, and tax base. The legislature of Wisconsin has delegated responsibility to the counties to further the maintenance of safe and healthful conditions; prevent and control water pollution; protect spawning grounds, fish, and aquatic life; control building sites, placement of structures, and land uses; and to preserve shore cover and natural beauty. This responsibility is hereby recognized by Ozaukee County, Wisconsin.

19.01300 PURPOSE AND INTENT

For the purpose of promoting the public health, safety, convenience and general welfare, and promote and protect the public trust in navigable waters, this ordinance has been established to:

01 FURTHER THE MAINTENANCE OF SAFE AND HEALTHFUL CONDITIONS AND PREVENT AND CONTROL WATER POLLUTION THROUGH:

(A) Limiting structures to those areas where soil and geological conditions will provide a safe foundation.

(B) Establishing minimum lot sizes to provide adequate area for private onsite waste treatment Systems (POWTS).

(C) Controlling filling and grading to prevent soil erosion problems.

(D) Limiting impervious surfaces to control runoff which carries pollutants.

02 PROTECT SPAWNING GROUNDS, FISH AND AQUATIC LIFE THROUGH:

(A) Preserving wetlands and other fish and aquatic habitat.

(B) Regulating pollution sources.

(C) Controlling shoreline alterations, dredging and lagooning.

03 CONTROL BUILDING SITES, PLACEMENT OF STRUCTURES AND LAND USES THROUGH:

(A) Prohibiting certain uses detrimental to the shoreland-wetlands.

(B) Setting minimum lot sizes and widths.

(C) Setting minimum building setbacks from waterways.

(D) Setting the maximum height of near shore structures.

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04 PRESERVE AND RESTORE SHORELAND VEGETATION AND NATURAL SCENIC BEAUTY THROUGH:

(A) Restricting the removal of natural shoreland cover.

(B) Preventing shoreline encroachment by structures.

(C) Controlling shoreland excavation and other earth moving activities.

(D) Regulating the use and placement of boathouses and other structures.

19.01400 TITLE

This ordinance shall be known as the OZAUKEE COUNTY SHORELAND PROTECTION ORDINANCE.

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19.02000 GENERAL PROVISIONS

19.02100 AREAS TO BE REGULATED

Areas regulated by this ordinance shall include all the lands, herein referred to as shorelands, in the unincorporated areas of Ozaukee County which are:

01 Within one thousand (1,000) feet of the ordinary high water mark (OHWM) of navigable lakes, ponds or flowages.

02 Within three hundred (300) feet of the ordinary high water mark (OHWM) of navigable rivers or streams, or to the landward side of the floodplain, whichever distance is greater.

03 The provisions of this chapter apply to regulation of the use and development of unincorporated shoreland areas. Unless specifically exempted by law, all cities, villages, towns, counties and, when s. 13.48 (13), Wis. Stats., applies, state agencies are required to comply with, and obtain all necessary permits under, local shoreland ordinances. The construction, reconstruction, maintenance or repair of state highways and bridges carried out under the direction and supervision of the Wisconsin Department of Transportation is not subject to local shoreland zoning ordinances if s. 30.2022 (1m), Wis. Stats., applies. Shoreland zoning requirements in annexed or incorporated areas are provided in s. 61.353 and s. 62.233, Wis. Stats.

04 Determinations of navigability and ordinary high water mark (OHWM) location shall initially be made by the zoning administrator. When questions arise, the zoning administrator shall contact the appropriate office of the Department of Natural Resources (DNR) for a final determination of navigability or ordinary high water mark (OHWM). The county may work with surveyors with regard to s. 59.692(1h), Wis. Stats.

05 Under s. 281.31(2m), Wis. Stats., notwithstanding any other provision of law or administrative rule promulgated thereunder, this shoreland zoning ordinance does not apply to:

(A) Lands adjacent to farm drainage ditches if:

(01) Such lands are not adjacent to a natural navigable stream or river.

(02) Those parts of such drainage ditches adjacent to such lands were not navigable streams before ditching.

(B) Lands adjacent to artificially constructed drainage ditches, ponds or stormwater retention basins that are not hydrologically connected to a natural navigable water body.

19.02200 SHORELAND-WETLAND MAPPING

The most recent version of the Wisconsin Wetland Inventory as depicted on the Department of Natural Resources Surface Water Data Viewer is made part of this ordinance. The maps can be viewed at:

https://dnrmaps.wi.gov/H5/?viewer=SWDV

19.02300 COMPLIANCE

The use of any land; the size, shape, and placement of lots; the use, size, type, and location of structures on lots; the installation and maintenance of water supply and waste disposal facilities; the filling, grading, lagooning, or dredging of any lands; the cutting of shoreland vegetation; and the subdivision of lots shall be in full compliance with the terms of this ordinance and other applicable local, state, or federal regulations. Buildings and other structures shall require a shoreland permit unless otherwise expressly excluded by a provision of this ordinance. Property owners, builders, and contractors are responsible for compliance with the terms of this ordinance.

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19.02400 MUNICIPALITIES AND STATE AGENCIES REGULATED

Unless specifically exempted by law, all cities, villages, towns, and counties are required to comply with this ordinance and obtain all necessary permits. State agencies are required to comply when s. 13.48(13), Wis. Stats., applies. The construction, reconstruction, maintenance and repair of state highways and bridges by the Wisconsin Department of Transportation are exempt when s. 30.2022(1), Wis. Stats., applies.

19.02500 ABROGATION AND GREATER RESTRICTIONS

The provisions of this ordinance supersede any provisions in a county zoning ordinance that solely relate to shorelands. In other words, if a zoning standard only applies to lands that lie within the shoreland and applies because the lands are in shoreland, then this ordinance supersedes those provisions. However, where an ordinance adopted under a statute other than s. 59.692, Wis. Stats., does not solely relate to shorelands and is more restrictive than this ordinance, for example a floodplain ordinance, that ordinance shall continue in full force and effect to the extent of the greater restrictions.

01 This ordinance shall not require approval or be subject to disapproval by any town or town board.

02 If an existing town ordinance relating to shorelands is more restrictive than this ordinance, or any amendments thereto, the town ordinance continues in all respects to the extent of the greater restrictions, but not otherwise.

03 This ordinance is not intended to repeal, abrogate, or impair any existing deed restrictions, covenants, or easements. However, where this ordinance imposes greater restrictions, the provisions of this ordinance shall prevail.

04 The following provisions of the Ozaukee County Shoreland Protection Ordinance are hereby incorporated by reference. These provisions shall only apply to the shoreland area where they impose greater restrictions than this ordinance otherwise imposes.

05 This ordinance may establish standards to regulate matters that are not regulated in ch. NR 115, Wis. Adm. Code, but that further the purposes of shoreland zoning as described in s. 19.01300 of this ordinance,

06 Counties may not establish shoreland zoning standards in a shoreland zoning ordinance that requires any of the following:

(A) Approval to install or maintain outdoor lighting in shorelands, impose any fee or mitigation requirement to install or maintain outdoor lighting in shorelands, or otherwise prohibits or regulates outdoor lighting in shorelands if the lighting is designed or intended for residential use.

(B) Requires any inspection or upgrade of a structure before the sale or other transfer of the structure may be made.

07 The construction and maintenance of a facility is considered to satisfy the requirements of a shoreland zoning ordinance if:

(A) The Department of Natural Resources (DNR) has issued all required permits or approvals authorizing the construction or maintenance under chs. 30, 31, 281, or 283 Wis. Stats.

A "facility" means any property or equipment of a public utility, as defined in s. 196.01 (5), Wis. Stats, or a cooperative association organized under ch. 185 for the purpose of producing or furnishing heat, light, or power to its members only, that is used for the transmission, delivery, or furnishing of natural gas, heat, light, or power.

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19.02600 INTERPRETATION

In their interpretation and application, the provisions of this ordinance shall be liberally construed in favor of the county and shall not be deemed a limitation or repeal of any other powers granted by Wisconsin Statutes. Where a provision of this ordinance is required by statute and a standard in ch. NR 115, Wis. Adm. Code, and where the ordinance provision is unclear, the provision shall be interpreted in light of the statute and ch. NR 115 standards in effect on the date of the adoption of this ordinance or in effect on the date of the most recent text amendment to this ordinance.

19.02700 SEVERABILITY

If any portion of this ordinance is adjudged unconstitutional or invalid by a court of competent jurisdiction, the remainder of this ordinance shall not be affected.

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19.03000 SHORELAND-WETLAND DISTRICT

19.03100 DESIGNATION

This district shall include all shorelands within the jurisdiction of this ordinance which are designated as wetlands on the most recent version of the Wisconsin Wetland Inventory as depicted on the Department of Natural Resources Surface Water Data Viewer.

https://dnrmaps.wi.gov/H5/?viewer=SWDV

01 LOCATING SHORELAND-WETLAND BOUNDARIES

Where an apparent discrepancy exists between the shoreland-wetland district boundary shown on the Wisconsin Wetland Inventory and actual field conditions, the county shall contact the Department of Natural Resources (DNR) to determine if the map is in error. If the Department determines that a particular area was incorrectly mapped as wetland or meets the wetland definition but was not shown as wetland on the map, the county shall have the authority to immediately grant or deny a shoreland permit in accordance with the applicable regulations based on the Department determination as to whether the area is wetland. In order to correct wetland mapping errors on the official zoning map, an official zoning map amendment must be initiated within a reasonable period of time.

19.03200 PURPOSE

This district is created to maintain safe and healthful conditions, to prevent water pollution, to protect fish spawning grounds and wildlife habitat, to preserve shore cover and natural beauty and to control building and development in wetlands whenever possible. When development is permitted in a wetland, the development should occur in a manner that minimizes adverse impacts upon the wetland.

19.03300 PERMITTED USES

The following uses shall be allowed, subject to general shoreland zoning regulations contained in this ordinance, the provisions of chs. 30, 31, and 281.36, Wis. Stats., and the provisions of other applicable local, state and federal laws:

01 Activities and uses which do not require the issuance of a shoreland permit, but which must be carried out without any filling, flooding, draining, dredging, ditching, tiling or excavating:

(A) Hiking, fishing, trapping, hunting, swimming, and boating.

(B) The harvesting of wild crops, such as marsh hay, ferns, moss, wild rice, berries, tree fruits, and tree seeds, in a manner that is not injurious to the natural reproduction of such crops.

(C) The pasturing of livestock.

(D) The cultivation of agricultural crops.

(E) The practice of silviculture, including the planting, thinning, and harvesting of timber.

(F) The construction or maintenance of duck blinds.

02 Uses which do not require the issuance of a shoreland permit and which may include limited filling, flooding, draining, dredging, ditching, tiling, or excavating but only to the extent specifically provided below:

(A) Temporary water level stabilization measures necessary to alleviate abnormally wet or dry conditions that would have an adverse impact on silvicultural activities if not corrected.

(B) The cultivation of cranberries including flooding, dike and dam construction or ditching necessary

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for the growing and harvesting of cranberries.

(C) The maintenance and repair of existing agricultural drainage systems including ditching, tiling, dredging, excavating and filling necessary to maintain the level of drainage required to continue the existing agricultural use. This includes the minimum filling necessary for disposal of dredged spoil adjacent to the drainage system provided that dredged spoil is placed on existing spoil banks where possible.

(D) The construction or maintenance of fences for the pasturing of livestock, including limited excavating and filling necessary for such construction or maintenance.

(E) The construction or maintenance of piers, docks or walkways built on pilings, including limited excavating and filling necessary for such construction and maintenance.

(F) The maintenance, repair, replacement or reconstruction of existing town and county highways and bridges, including limited excavating and filling necessary for such maintenance, repair, replacement, or reconstruction.

03 Uses which require the issuance of a shoreland permit and which may include limited filling, flooding, draining, dredging, ditching, tiling or excavating, but only to the extent specifically provided below:

(A) The construction and maintenance of roads which are necessary to conduct silvicultural activities or agricultural cultivation, provided that:

(01) The road cannot as a practical matter be located outside the wetland.

(02) The road is designed and constructed to minimize adverse impact upon the natural functions of the wetland enumerated in s. 19.03502.

(03) The road is designed and constructed with the minimum cross-sectional area practical to serve the intended use.

(04) Road construction activities are carried out in the immediate area of the roadbed only.

(B) The construction or maintenance of nonresidential buildings, provided that:

(01) The building is essential for and used solely in conjunction with the raising of waterfowl, minnows or other wetland or aquatic animals; or some other use permitted in the shoreland-wetland district.

(02) The building cannot, as a practical matter, be located outside the wetland.

(03) Such building is not designed for human habitation and does not exceed five hundred (500) sq. ft. in floor area.

(04) Only limited filling or excavating necessary to provide structural support for the building is authorized.

(C) The establishment of public and private parks and recreation areas, natural and outdoor education areas, historic and scientific areas, wildlife refuges, game bird and animal farms, fur animal farms, fish hatcheries, and public boat launching ramps and attendant access roads, provided that:

(01) Any private development is used exclusively for the permitted use and the applicant has received a permit or license under ch. 29, Wis. Stats., where applicable.

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(02) Filling or excavating necessary for the construction or maintenance of public boat launching ramps or attendant access roads is allowed only where such construction or maintenance meets the criteria in s. 19.03303(A).

(03) Ditching, excavating, dredging, or dike and dam construction in public and private parks and recreation areas, natural and outdoor education areas, historic and scientific areas, wildlife refuges, game bird and animal farms, fur animal farms, and fish hatcheries is allowed only for the purpose of improving wildlife habitat and to otherwise enhance wetland values.

(D) The construction or maintenance of electric, gas, telephone, water and sewer transmission and distribution facilities, by public utilities and cooperative associations organized for the purpose of producing or furnishing heat, light, power or water to their members and the construction or maintenance of railroad lines provided that:

(01) The transmission and distribution facilities and railroad lines cannot, as a practical matter, be located outside the wetland.

(02) Such construction or maintenance is done in a manner designed to minimize adverse impact upon the natural functions of the wetland enumerated in s. 19.03502.

19.03400 PROHIBITED USES

Any use not listed in ss. 19.03301, 19.03302, or 19.03303 is prohibited, unless the wetland or portion of the wetland has been rezoned by amendment of this ordinance in accordance with s. 19.03500 of this ordinance and ch. 59.69(5)(e), Wis. Stats.

19.03500 REZONING OF LANDS IN THE SHORELAND-WETLAND DISTRICT

01 For all proposed text and map amendments to the shoreland-wetland provisions of this ordinance, the appropriate office with the Department of Natural Resources (DNR) shall be provided with the following:

(A) A copy of every petition for a text or map amendment to the shoreland-wetland provisions of this ordinance, within five (5) days of the filing of such petition with the zoning administrator. Such petition shall include a copy of the Wisconsin Wetland Inventory map describing any proposed rezoning of a shoreland-wetland.

(B) Written notice of the public hearing to be held on a proposed amendment at least ten (10) days prior to such hearing.

(C) A copy of the Natural Resource Committee findings and recommendations on each proposed amendment within ten (10) days after the submission of those findings and recommendations to the county board.

(D) Written notice of the county board decision on the proposed amendment within ten (10) days after it is issued.

02 A wetland, or a 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:

(A) Storm and flood water storage capacity.

(B) Maintenance 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.

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(C) Filtering or storage of sediments, nutrients, heavy metals or organic compounds that would otherwise drain into navigable waters.

(D) Shoreline protection against soil erosion.

(E) Fish spawning, breeding, nursery or feeding grounds.

(F) Wildlife habitat.

(G) Wetlands both within the boundary of designated areas of special natural resource interest and those wetlands which are in proximity to or have a direct hydrologic connection to such designated areas as defined in ch. NR 103.04, Wis. Adm. Code, which can be accessed at the following web site: http://www.legis.state.wi.us/rsb/code/nr/nr103.pdf.

03 If the Department of Natural Resources (DNR) notifies the county zoning administrator 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 in s. 19.03502 of this ordinance, that amendment, if approved by the county board, shall contain the following provision:

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

19.04000 LAND DIVISION REVIEW AND SANITARY REGULATIONS

19.04100 LAND DIVISION REVIEW

The county shall review, pursuant to s. 236.45, Wis. Stats., all land divisions in shoreland areas which create three (3) or more parcels or building sites of five (5) acres each or less within a five (5) -year period. In such review all of the following factors shall be considered:

01 Hazards to the health, safety or welfare of future residents.

02 Proper relationship to adjoining areas.

03 Public access to navigable waters, as required by law.

04 Adequate stormwater drainage facilities.

05 Conformity to state law and administrative code provisions.

19.04200. PLANNED UNIT DEVELOPMENT (PUD)

01 PURPOSE. The Planned Unit Development (PUD) is intended to permit smaller non-riparian lots where the physical layout of the lots is so arranged as to better assure the control of pollution and preservation of ground cover than would be expected if the lots were developed with the normal lot sizes and setbacks and without special conditions placed upon the Planned Unit Development at the time of its approval. A condition of all Planned Residential Unit Development is the preservation of certain open space preferably on the shoreland, in perpetuity.

02 REQUIREMENTS FOR PLANNED UNIT DEVELOPMENT. The county Planning and Zoning Committee may at its discretion, upon its own motion or upon petition, approve a Planned Unit Development Overlay District upon finding, after a public hearing, that all of the following facts exist:

(A) **Area.** The area proposed for the Planned Unit Development shall be at least two (2) acres in size or have a minimum of two hundred (200) feet of frontage on a navigable water.

(B) **Lots.** Any proposed lot in the Planned Unit Development that does not meet the minimum size standards of ss. 19.05200 and 19.05300 shall be a non-riparian lot.

(C) **Lot sizes, widths, setbacks, and vegetation removal.** When considering approval of a Planned Unit Development the governing body shall consider whether proposed lot sizes, widths, and setbacks are of adequate size and distance to prevent pollution or erosion along streets or other public ways and waterways. Increased shoreland setbacks shall be a condition of approval as a way of minimizing adverse impacts of development. Shore cover provisions in s. 19.07200 shall apply except that maximum width of a lake frontage opening shall be one hundred (100) feet and minimum vegetative buffer depth shall be increased to offset the impact of the proposed development.

Note: Counties should be aware that the planned unit development standards, as written, grant back lot access (key holing) without applying frontage requirement standards to determine overall density. This comports to ch. NR 115.05(1)(a)4, Wis. Adm. Code. Counties may optionally include requirements to limit overall density based upon minimum frontage standards as well. These types of developments may also be known as conservation subdivisions or planned residential development. The provisions of NR 115.05(1)(a)4, Wis. Adm. Code, apply to these types of developments where there may be a combination of a density bonus, smaller lot size and preservation of open space.

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19.04300 SANITARY / PRIVATE WELL REGULATIONS

The county shall adopt sanitary regulations for the protection of health and the preservation and enhancement of water quality.

01 Where a public sewage collection and treatment system is not available, design and construction of private onsite wastewater treatment system (POWTS) shall, prior to July 1, 1980, be required to comply with ch. SPS 383, Wis. Adm. Code, and after June 30, 1980 be governed by a private sewage system ordinance adopted by the county under s. 59.70(5), Wis. Stats.

(A) No private onsite wastewater treatment system (POWTS) or parts thereof shall be located, installed, moved, reconstructed, extended, enlarged, converted, or substantially altered or their use changed without a sanitary permit and without full compliance with Chapter 9 of the Ozaukee County Code of Ordinances. [s. 7.0208(A)]

(B) When applicable, no shoreland permit shall be issued until a valid sanitary permit is issued authorizing the installation of a private onsite wastewater treatment system (POWTS). [s. 7.0208(B)]

(C) Private onsite wastewater treatment systems (POWTS) shall meet the following criteria:

(01) POWTS shall be located not less than fifty (50) feet from the ordinary high water mark (OHWM) of navigable waters. [s. 7.0208(C)(1)]

(02) POWTS shall be located not less than seventy-five (75) feet from the edge of any Lake Michigan bluff or ravine. [s. 7.0310(B) and 7.0311(A)(2)]

(03) POWTS shall be located not less than forty (40) feet from the edge of any Lake Michigan shallow ravine, provided that the ravine has not been determined to be navigable. [s. 7.0311(B)]

02 Where public water supply systems are not available, private well construction shall be required to conform to ch. NR 812, Wis. Adm. Code.

19.05000 MINIMUM LOT SIZE

19.05100 PURPOSE
Minimum lot sizes in the shoreland area shall be established to afford protection against danger to health, safety and welfare, and protection against pollution of the adjacent body of water.

19.05200 SEWERED LOTS
MINIMUM AREA AND WIDTH FOR EACH LOT. The minimum lot area shall be ten thousand (10,000) sq. ft. and the minimum average lot width shall be sixty-five (65) feet.

19.05300 UNSEWERED LOTS
MINIMUM AREA AND WIDTH FOR EACH LOT. The minimum lot area shall be twenty thousand (20,000) sq. ft. and the minimum average lot width shall be one hundred (100) feet.

19.05400 SUBSTANDARD LOTS
A legally created lot or parcel that met minimum area and minimum average width requirements when created, but does not meet current lot size requirements, may be used as a building site if all of the following apply:

01 The substandard lot or parcel was never reconfigured or combined with another lot or parcel by plat, survey, or consolidation by the owner into one property tax parcel.

02 The substandard lot or parcel has never been developed with one or more of its structures placed partly upon an adjacent lot or parcel.

03 The substandard lot or parcel is developed to comply with all other ordinance requirements.

Note: The intent of this provision is to allow lots that were legally created that currently do not meet the minimum lot width and area requirements to be considered a building site provided all ordinance requirements can be met. Substandard lots that have been reconfigured by a certified survey map or consolidated into one legal description with the register of deeds, which result in a larger (closer to conforming) lot should be allowed to be utilized as a building site. Additionally, lots that have a legal description for each substandard lot on record with the Register of Deeds but have one tax parcel number assigned by the Real Property Lister or Assessor for taxing/assessing purposes should be considered separate building sites and should not be considered consolidated. Lots that have had development over the lot lines should be combined with a legal description and recorded with a new deed prior to new development occurring.

19.05500 OTHER SUBSTANDARD LOTS
Except for lots which meet the requirements of s. 19.05400, a shoreland permit for the improvement of a lot having lesser dimensions than those stated in ss. 19.05200 and 19.05300 shall be issued only if a variance is granted by the board of adjustment.

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19.06000 BUILDING SETBACKS

Permitted building setbacks shall be established to conform to health, safety and welfare requirements, preserve natural beauty, reduce flood hazards and avoid water pollution.

19.06100 SHORELAND SETBACKS

Unless exempt under s. 19.06101 or reduced under s. 19.06200, a setback of seventy-five (75) feet from the ordinary high water mark (OHWM) of any navigable water to the nearest part of a building or structure shall be required for all buildings and structures.

01 EXEMPT STRUCTURES

All of the following structures are exempt from the shoreland setback standards in s. 19.06100:

(A) Boathouses located entirely above the ordinary high water mark (OHWM) and entirely within the access and viewing corridor that do not contain plumbing and are not used for human habitation. The roof of a boathouse may be used as a deck provided that:

(01) The boathouse has a flat roof.

(02) The roof has no side walls or screens.

(03) The roof may have a railing that meets the Department of Safety and Professional Services standards.

(04) Access stairs shall be located within the interior footprint of the boathouse.

(B) Open-sided and screened structures such as gazebos, decks, patios and screen houses in the shoreland setback area that satisfy the requirements in s. 59.692(1v), Wis. Stats.:

(01) The part of the structure that is nearest to the water is located at least thirty-five (35) feet landward from the ordinary high water mark (OHWM).

(02) The floor area of all the structures in the shoreland setback area will not exceed two hundred (200) square feet. Boathouses shall be excluded from this calculation.

(03) The structure that is the subject of the request for special zoning permission has no sides or has open or screened sides.

(04) The county must approve a plan that will be implemented by the owner of the property to preserve or establish a vegetative buffer zone that covers at least 70% of the half of the shoreland setback area that is nearest to the water.

Note: The statutory requirements under s. 59.692(1v), Wis. Stats., which require the establishment of a vegetative buffer for the construction of open sided structures, is not superseded by s. 59.692(1f)(a), Wis. Stats.

(C) Fishing rafts that are authorized on the Wolf River and Mississippi River under s. 30.126, Wis. Stats.

(D) Broadcast signal receivers, including satellite dishes or antennas that are one meter or less in diameter and satellite earth station antennas that are two (2) meters or less in diameter.

(E) Utility transmission and distribution lines, poles, towers, water towers, pumping stations, well pumphouse covers, private on-site wastewater treatment systems that comply with ch. SPS 383, Wis. Adm. Code, and other utility structures that have no feasible alternative location outside of the

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minimum setback and that employ best management practices to infiltrate or otherwise control storm water runoff from the structure.

(F) Walkways, stairways or rail systems that are necessary to provide pedestrian access to the shoreline and are a maximum of 60-inches in width.

(G) Devices or systems used to treat runoff from impervious surfaces.

(H) A fence that meets all of the following requirements:

(01) A height not taller than fifteen (15) feet:

(02) Located not less than two (2) feet landward of the ordinary high water mark (OHWM).

(03) Located entirely outside of a highway right-of-way.

(04) Located not less than ten (10) feet from the edge of a roadway and not more than forty (40) feet from the edge of a roadway or highway right-of-way, whichever is greater.

(05) Generally perpendicular to the shoreline.

(I) A bridge for which the Department of Natural Resources (DNR) has issued a permit under s. 30.123, Wis. Stats.

02 EXISTING EXEMPT STRUCTURES

Existing exempt structures may be maintained, repaired, replaced, restored, rebuilt and remodeled provided the activity does not expand the footprint and does not go beyond the three-dimensional building envelope of the existing structure. Counties may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

Note: Chapter 59.692(1k)(a)2m, Wis. Stats., prohibits counties from requiring any approval or imposing any fee or mitigation requirement for the activities specified in s. 19.06102. However, it is important to note that property owners may be required to obtain permits or approvals and counties may impose fees under ordinances adopted pursuant to other statutory requirements, such as floodplain zoning, general zoning, sanitary codes, building codes, or even stormwater erosion control.

19.06200 REDUCED PRINCIPAL STRUCTURE SETBACK

A setback less than the seventy-five (75) foot required setback from the ordinary high water mark (OHWM) shall be permitted for a proposed principal structure and shall be determined as follows:

01 Where there are existing principal structures in both directions, the setback shall equal the average of the distances the two (2) existing principal structures are set back from the ordinary high water mark (OHWM), provided all of the following are met:

(A) Both of the existing principal structures are located on adjacent lot to the proposed principal structure.

(B) Both of the existing principal structures are located within two hundred fifty (250) feet of the proposed principal structure and are the closest structure.

(C) Both of the existing principal structures are located less than seventy-five (75) feet from the ordinary high water mark (OHWM).

(D) The average setback shall not be reduced to less than thirty-five (35) feet from the ordinary high

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water mark (OHWM) of any navigable water.

Note: Chapter 59.692(1d)(a), Wis. Stats., requires counties to adopt the standards consistent with s. 19.06201 for reducing the shoreland setback.

02 Where this is an existing principal structure in only one direction, the setback shall equal the average of the distances the existing principal structure is set back from the ordinary high water mark (OHWM) and the required setback of seventy-five (75) feet from the ordinary high water mark (OHWM), provided all of the following are met:

(A) The existing principal structure is located on adjacent lot to the proposed principal structure.

(B) The existing principal structure is located within two hundred fifty (250) feet of the proposed principal structure and is the closest structure.

(C) The existing principal structure is located less than seventy-five (75) feet from the ordinary high water mark (OHWM).

(D) The average setback shall not be reduced to less than thirty-five (35) feet from the ordinary high water mark (OHWM) of any navigable water.

19.06300 FLOODPLAIN STRUCTURES

Buildings and structures to be constructed or placed in a floodplain shall be required to comply with any applicable floodplain zoning ordinance.

19.06400 EROSION HAZARD SETBACK FROM LAKE MICHIGAN BLUFFS [s. 7.0310]

01 Except as set forth in Subsection C, all buildings and structures in the Lake Michigan bluff area shall be set back the greater of the following distances:

(A) A distance equal to a slope ratio of two and one half (2.5) feet horizontal distance to every one (1) foot vertical distance, measured horizontally from the toe of the bluff, calculated using the most severe angle of slope as determined by a registered professional engineer or a surveyor and approved by the zoning administrator, and based on the following graph (see Figure 1). The setback (X) is measured from the top edge of the bluff. Measurement of the stable slope angle setback shall be made from the toe of the bluff perpendicular to the shoreline. There shall be two (2) such measurements for every one hundred (100) feet of shoreline at points not less than fifty (50) feet apart. The setback shall be a line connecting these two points, or such line extended.

(B) A minimum setback of seventy-five (75) feet from the edge of any bluff.

(C) Accessory structures may be placed within the bluff setback area, subject to the following:

(01) The floor area of all accessory structures in the bluff setback area will not exceed four ~~two~~ hundred (400~~200~~) square feet. Structures required for riparian access shall be excluded from this calculation.

(02) No more than two hundred (200) square feet of floor area may be enclosed.

(03) The wall height of any structure shall not exceed ten (10) feet.

(04) The structure shall not be placed on pilings, piers, frost walls, or foundations.

(05) The structure will not contain interior plumbing, utilize a non-plumbing system, or require the

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installation of a private onsite wastewater treatment system (POWTS).

(06) A minimum setback of forty (40) feet shall be maintained from the edge of any bluff. Structures required for riparian access shall be excluded from this setback.

(07) Any accessory structures that succumb to bluff subsidence shall be immediately removed from the property at the owner's expense.

02 Private onsite wastewater treatment systems (POWTS) soil absorption components in the Lake Michigan bluff area shall be set back a minimum of seventy-five (75) feet from the edge of any bluff.

19.06500 EROSION HAZARD SETBACK FROM LAKE MICHIGAN RAVINES [s. 7.0311]

01 Except as set forth in Subsection C, all buildings and structures in the Lake Michigan ravine area shall be set back the grater of the following distances:

(A) A distance equal to a slope ratio of two and one half (2.5) feet horizontal distance to every one (1) foot vertical distance measured horizontally from the toe of the ravine, calculated using the most severe angle of slope, as determined by a registered professional engineer or a surveyor and approved by the zoning administrator, and based on the following graph (see Figure 1). The setback (X) is measured from the top edge of ravine.

(B) A minimum setback of seventy-five (75) feet from the edge of any ravine.

(C) When a detailed subsurface investigation report by a Wisconsin registered geotechnical engineer indicates that a ravine is a stable formation, the setback shall be as recommended in the report, subject to a minimum setback of forty (40) feet from the edge of that particular ravine, provided that the ravine has not been determined to be navigable.

02 Private onsite wastewater treatment systems (POWTS) soil absorption components in the Lake Michigan ravine area shall be set back a minimum of seventy-five (75) feet from the edge of any ravine, unless the provisions of s. 19.06501(C) are used to reduce said setback, subject to a minimum setback of forty (40) feet from the edge of that particular ravine, provided that the shallow ravine has not been determined to be navigable.

19.06600 EROSION HAZARD SETBACK FROM LAKE MICHIGAN SHALLOW RAVINES [s. 7.0311(B)]

01 All buildings and structures in the Lake Michigan shallow ravine area shall be set back a minimum of forty (40) feet from the edge of a shallow ravine, provided that the shallow ravine has not been determined to be navigable.

02 Private onsite wastewater treatment systems (POWTS) soil absorption components in the Lake Michigan shallow ravine area shall be set back a minimum of forty (40) feet from the edge of any shallow ravine, provided that the shallow ravine has not been determined to be navigable.

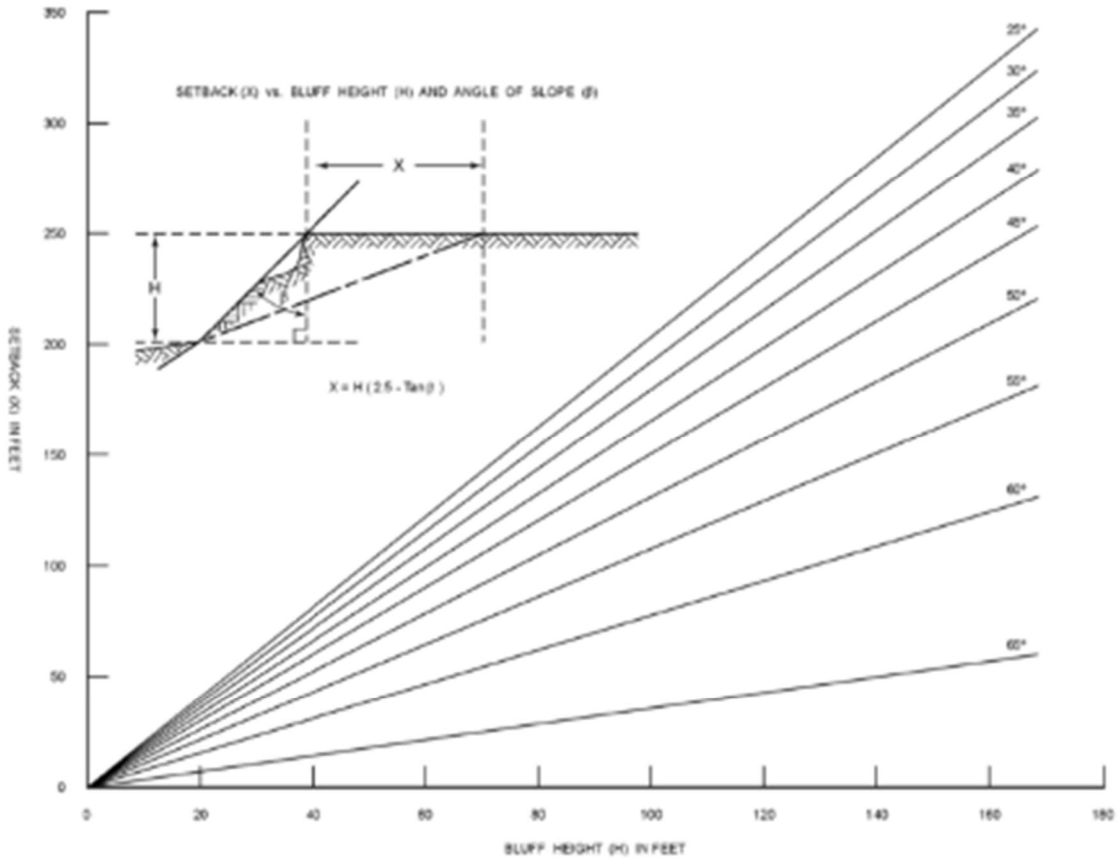

Figure 1

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19.07000 VEGETATION

19.07100 PURPOSE

To protect natural scenic beauty, fish and wildlife habitat, and water quality, a county shall regulate removal of vegetation in shoreland areas, consistent with the following: The county shall establish ordinance standards that consider sound forestry and soil conservation practices, as well as the effect of vegetation removal on water quality, including soil erosion, and the flow of effluents, sediments and nutrients.

19.07200 ACTIVITIES ALLOWED WITHIN A VEGETATIVE BUFFER ZONE

To protect water quality, fish and wildlife habitat and natural scenic beauty, and to promote preservation and restoration of native vegetation, the county ordinance shall designate land that extends from the ordinary high water mark (OHWM) to a minimum of thirty-five (35) feet inland as a vegetative buffer zone and prohibit removal of vegetation in the vegetative buffer zone except as follows:

01 The county may allow routine maintenance of vegetation.

02 The county may allow removal of trees and shrubs in the vegetative buffer zone to create an access and viewing corridor. Per s. 59.692(1f)(b), Wis. Stats., the maximum width of an access and viewing corridor may be ten (10) feet or up to thirty-five (35) percent of the shoreline frontage, whichever is greater, except that the maximum width of an access and viewing corridor may not exceed two hundred (200) feet. The access and viewing corridor may run contiguously for the entire maximum allowed width of two hundred (200) feet.

03 The county may allow removal of trees and shrubs in the vegetative buffer zone on a parcel with ten (10) or more acres of forested land consistent with "generally accepted forestry management practices" as defined in ch. NR 1.25 (2) (b), Wis. Adm. Code, and described in Department publication "Wisconsin Forest Management Guidelines" (publication FR-226), provided that vegetation removal be consistent with these practices.

04 The county may allow removal of vegetation within the vegetative buffer zone to manage exotic or invasive species, damaged vegetation, vegetation that must be removed to control disease, or vegetation creating an imminent safety hazard, provided that any vegetation removed be replaced by replanting in the same area as soon as practicable.

05 The county may authorize, by shoreland permit, additional vegetation management activities in the vegetative buffer zone. The permit issued under this subd. par. shall require that all management activities comply with detailed plans approved by the county and designed to control erosion by limiting sedimentation into the waterbody, to improve the plant community by replanting in the same area, and to maintain and monitor the newly restored area. The permit also shall require an enforceable restriction to preserve the newly restored area.

Note: Chapter 59.692(1f)(a), Wis. Stats., prohibits counties from requiring a property owner to establish a vegetative buffer zone on previously developed land or expand an existing vegetative buffer zone. However, as part of a counties shoreland mitigation standards, the establishment or expansion of the vegetative buffer may remain an option.

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19.08000 FILLING, GRADING, LAGOONING, DREDGING, DITCHING, AND EXCAVATING

Filling, grading, lagooning, dredging, ditching and excavating may be permitted only in accordance with the provisions of ch. NR 115.04, Wis. Adm. Code, the requirements of ch. 30, Wis. Stats., and other state and federal laws where applicable, and only if done in a manner designed to minimize erosion, sedimentation and impairment of fish and wildlife habitat and natural scenic beauty. Fill placed within the shoreland area will not be classified as a solid or hazardous material or defined as a manufacturing byproduct per s. 19.16000.

19.09000 IMPERVIOUS SURFACE STANDARDS

19.09100 PURPOSE

Establish impervious surface standards to protect water quality and fish and wildlife habitat and to protect against pollution of navigable waters.

19.09200 CALCULATION OF PERCENTAGE OF IMPERVIOUS SURFACE

Percentage of impervious surface shall be calculated by dividing the surface area of the existing and proposed impervious surfaces on the portion of a lot or parcel that is within three hundred (300) feet of the ordinary high water mark (OHWM) by the total surface area of that lot or parcel, and multiplied by one hundred (100). Treated impervious surfaces described in s. 19.09500 shall be excluded from the calculation of impervious surface on the lot or parcel. If an outlot lies between the ordinary high water mark (OHWM) and the developable lot or parcel and both are in common ownership, the lot or parcel and the outlot shall be considered one lot or parcel for the purposes of calculating the percentage of impervious surface.

Note: Chapter NR 115.05(1)(e)1m, Wis. Adm. Code, clarifies that if an outlot lies between the OHWM and the developed lot or parcel and both are in common ownership, then the lot or parcel should be considered one property for the purposes of calculating the percentage of impervious surfaces. If there is an outlot, parcel or road that is owned by some other entity, for example a hydroelectric facility or a town or county, then the county should determine what level of control the property owner has over that portion of the lot. Can the property owner place structures, such as shoreline protection, piers, stairs, boathouses etc… on that portion of the lot or does some other entity have control over development? If a property owner has no or little say over construction on that portion of the lot then impervious surfaces on that portion of the lot should be calculated separately.

For properties that have been "condominiumized" the impervious surface calculations apply to the entire property. The property is still under one legal description and the proposed expansion to a unit is not the only impervious surface calculated since the regulation states lot or parcel and not a unit. It will be important to remember also that mitigation applies to the property as a whole and not just to the portion of the frontage that might be in front of the unit impacted.

19.09300 GENERAL IMPERVIOUS SURFACE STANDARD

Except as otherwise allowed in s. 19.09400 through s. 19.09500, the county shall allow up to fifteen (15) percent impervious surface on the portion of a lot or parcel that is within three hundred (300) feet of the ordinary high water mark (OHWM).

19.09400 MAXIMUM IMPERVIOUS SURFACE STANDARD

A property may exceed the impervious surface standard under s. 19.09300 provided the following standards are met:

01 For properties where the general impervious surface standard applies under s. 19.09300, a property owner may have more than fifteen (15) percent impervious surface but not more than thirty (30) percent impervious surface on the portion of a lot or parcel that is within three hundred (300) feet of the ordinary high water mark (OHWM).

02 For properties that exceed the standard under s. 19.09300, but do not exceed the maximum standard under s. 19.09401, a shoreland permit can be issued for development with a mitigation plan that meets the standards found in s. 19.14000.

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19.09500 TREATED IMPERVIOUS SURFACES

Impervious surfaces that can be documented to demonstrate they meet either of the following standards shall be excluded from the impervious surface calculations under s. 19.09200:

01 The impervious surface is treated by devices such as stormwater ponds, constructed wetlands, infiltration basins, rain gardens, bio-swales or other engineered systems.

02 The runoff from the impervious surface discharges to an internally drained pervious area that retains the runoff on or off the parcel and allows infiltration into the soil.

Note: The provisions in s. 19.09500 are an exemption from the impervious surface standards and as such should be read and construed narrowly. As such, a property owner is entitled to this exemption only when the runoff from the impervious surface is being treated by a sufficient (appropriately sized) treatment system, treatment device or internally drained. Property owners that can demonstrate that the runoff from an impervious surface is being treated consistent with s. 19.09500 will be considered pervious for the purposes of implementing the impervious surface standards in this ordinance. If a property owner or subsequent property owner fails to maintain the treatment system, treatment device, or internally drained area, the impervious surface is no longer exempt under s. 19.09500.

19.09600 EXISTING IMPERVIOUS SURFACES

For existing impervious surfaces that were lawfully placed when constructed but that do not comply with the impervious surface standard in s. 19.09300 or the maximum impervious surface standard in s. 19.09401, the property owner may do any of the following:

01 Maintain and repair the existing impervious surfaces;

02 Replace existing impervious surfaces with similar surfaces within the existing building envelope; or

03 Relocate or modify an existing impervious surface with similar or different impervious surface, provided that the relocation or modification does not result in an increase in the percentage of impervious surface that existed on the effective date of the county shoreland ordinance, and the impervious surface meets the applicable setback requirements in s. 19.06100 or s. 19.06200.

Note: The impervious surface standards in this ordinance shall not be construed to supersede other provisions in the county shoreland ordinance. All of the provisions of the county shoreland ordinance still apply to new or existing development.

19.10000 HEIGHT

To protect and preserve wildlife habitat and natural scenic beauty, on or after February 1, 2010, a county may not permit any construction that result in a structure taller than thirty-five (35) feet within seventy-five (75) feet of the ordinary high-water mark (OHWM) of any navigable waters.

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19.11000 NONCONFORMING USES AND STRUCTURES

19.11100 DISCONTINUED NONCONFORMING USE

If a nonconforming use is discontinued for a period of twelve (12) months, any future use of the building, structure or property shall conform to the ordinance.

19.11200 MAINTENANCE, REPAIR, REPLACEMENT, OR VERTICAL EXPANSION OF NONCONFORMING STRUCTURES

An existing structure that was lawfully placed when constructed but that does not comply with the required shoreland setback may be maintained, repaired, replaced, restored, rebuilt or remodeled if the activity does not expand the footprint of the nonconforming structure. Further, an existing structure that was lawfully placed when constructed but that does not comply with the required shoreland setback may be vertically expanded unless the vertical expansion would extend more than thirty-five (35) feet above grade level. Counties may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

Note: Chapters 59.692(1k)(a) 2,4 and (b), Wis. Stats., prohibits counties from requiring any approval or imposing any fee or mitigation requirement for the activities specified in s. 19.11200. However, it is important to note that property owners may be required to obtain permits or approvals and counties may impose fees under ordinances adopted pursuant to other statutory requirements, such as floodplain zoning, general zoning, sanitary codes, building codes, or even stormwater erosion control.

19.11300 LATERAL EXPANSION OF A NONCONFORMING PRINCIPAL STRUCTURE WITHIN THE SETBACK

An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback per s. 19.06100 may be expanded laterally, provided that all of the following requirements are met:

01 The use of the structure has not been discontinued for a period of twelve (12) months or more if a nonconforming use.

02 The existing principal structure is at least thirty-five (35) feet from the ordinary high-water mark (OHWM).

03 Lateral expansions are limited to a maximum of two hundred (200) square feet over the life of the structure. No portion of the expansion may be any closer to the ordinary high water mark (OHWM) than the closest point of the existing principal structure.

04 The county shall issue a shoreland permit that requires a mitigation plan that shall be approved by the county and implemented by the property owner by the date specified in the permit. The mitigation plan shall meet the standards found in s. 19.14000.

05 All other provisions of the shoreland ordinance shall be met.

19.11400 EXPANSION OF A NONCONFORMING PRINCIPAL STRUCTURE BEYOND SETBACK

An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback under s. 19.06100 may be expanded horizontally, landward, or vertically provided that the expanded area meets the building setback requirements per s. 19.06100 and that all other provisions of the shoreland ordinance are met. A mitigation plan is not required solely for expansion under this paragraph, but may be required per s. 19.09000.

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19.11500 RELOCATION OF NONCONFORMING PRINCIPAL STRUCTURES

An existing principal structure that was lawfully placed when constructed but that does not comply with the required building setback per s. 19.06100 may be relocated on the property provided all of the following requirements are met:

01 The use of the structure has not been discontinued for a period of twelve (12) months or more if a nonconforming use.

02 The existing principal structure is at least thirty-five (35) feet from the ordinary high water mark (OHWM).

03 No portion of the relocated structure is located any closer to the ordinary high water mark (OHWM) than the closest point of the existing principal structure.

04 The county determines that no other location is available on the property to build a principal structure of a comparable size to the structure proposed for relocation that will result in compliance with the shoreland setback requirement per s. 19.06100.

05 The county shall issue a shoreland permit that requires a mitigation plan that shall be approved by the county and implemented by the property owner by the date specified in the permit. The mitigation plan shall meet the standards found in s. 19.14000, and include enforceable obligations of the property owner to establish or maintain measures that the county determines are adequate to offset the impacts of the permitted expansion on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty. The mitigation measures shall be proportional to the amount and impacts of the replaced or relocated structure being permitted. The obligations of the property owner under the mitigation plan shall be evidenced by an instrument recorded in the office of the County Register of Deeds.

06 All other provisions of the shoreland ordinance shall be met.

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19.12000 MAINTENANCE, REPAIR, REPLACEMENT, OR VERTICAL EXPANSION OF STRUCTURES THAT WERE AUTHORIZED BY VARIANCE

A structure of which any part has been authorized to be located within the shoreland setback area by a variance granted before July 13, 2015 may be maintained, repaired, replaced, restored, rebuilt or remodeled if the activity does not expand the footprint of the authorized structure. Additionally, the structure may be vertically expanded unless the vertical expansion would extend more than thirty-five (35) feet above grade level. Counties may allow expansion of a structure beyond the existing footprint if the expansion is necessary to comply with applicable state or federal requirements.

Note: Chapter 59.692(1k)(a)2. prohibits counties from requiring any approval or imposing any fee or mitigation requirement for the activities specified in s. 19.14000. However, it is important to note that property owners may be required to obtain permits or approvals and counties may impose fees under ordinances adopted pursuant to other statutory requirements, such as floodplain zoning, general zoning, sanitary codes, building codes, or even stormwater and erosion control.

19.13000 MAINTENANCE, REPAIR, OR REPLACEMENT OF ILLEGAL STRUCTURES

A structure that was illegally constructed, which is older than ten (10) years and may not be enforced under the shoreland ordinance may be maintained, repaired, replaced, restored, rebuilt or remodeled if the activity does not expand the footprint of the structure. (No vertical or lateral expansion allowed for structures in violation.)

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19.14000 MITIGATION

When the county issues a shoreland permit requiring mitigation under ss. 19.09400, 19.11300, and 19.11500, the property owner must submit a complete permit application that is reviewed and approved by the county. The application shall include the following:

01 A site plan that describes the proposed mitigation measures.

(A) The site plan shall be designed and implemented to restore natural functions lost through development and human activities.

(B) The mitigation measures shall be proportional in scope to the impacts on water quality, near-shore aquatic habitat, upland wildlife habitat and natural scenic beauty.

02 An implementation schedule and enforceable obligation on the property owner to establish and maintain the mitigation measures.

(A) The enforceable obligations shall be evidenced by an instrument recorded in the office of the Register of Deeds.

(B) All shoreland mitigation measures must begin within one (1) year of the recording date of the mitigation affidavit, or in accordance with a timeline that is written into the mitigation plan, and must be completed in accordance with the timeline, or within two (2) years of the recording date if a timeline has not been established. [s. 7.1002(C)]

19.14100 MITIGATION MEASURES [7.1001(A)]

01 Mitigation points are required for developing property under the following conditions:

(A) If impervious surface coverage is grater than fifteen (15) percent, but less than twenty (20) percent, the mitigation plan must employ cumulative practices under s. 19.14102 that earn at least two (2) mitigation points.

(B) If impervious surface coverage is from twenty (20) percent, but less than thirty (30) percent, the mitigation plan must employ cumulative practices under s. 19.14102 that earn at least three (3) mitigation points.

(C) Lateral expansion of a nonconforming principal structure located within the shoreland setback area must employ cumulative practices under s. 19.14102 that earn at least three (3) mitigation points.

(D) Relocation of a nonconforming principal structure located within the shoreland setback area must employ practices under s. 19.14102 that earn at least one (1) mitigation point.

02 Opportunities to earn mitigation points include:

(A) Removal of a legally existing nonconforming structure located within the shoreland setback area: up to three (3) mitigation points.

(B) Installation of a rain garden: up to three (3) mitigation points.

(C) Installation of a stormwater infiltration system: three (3) mitigation points.

(D) Active restoration (accelerated recovery) of a compliant shoreland buffer: two (2) mitigation points.

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(E) Passive restoration (natural recovery) of a compliant shoreland buffer: one (1) mitigation point.

(G) Increasing the depth of an existing compliant shoreland buffer: two (2) mitigation points for every fifteen (15) feet of depth (maximum of two (2) points).

(H) Reducing the width of the allowable access and viewing corridor(s): one (1) mitigation point for every fifteen (15) foot reduction (maximum of two (2) points).

(I) Increasing the shoreland setback: one (1) mitigation point for every fifteen (15) foot increase beyond what is required (maximum of two (2) points).

(J) Replacement of a substandard private onsite wastewater treatment system: three (3) mitigation points.

(K) Creation of a conservation easement: up to three (3) mitigation points (based upon the proposal).

(L) Stabilization of the shoreline: up to three (3) mitigation points.

(M) Perpetual removal of invasive species: one (1) mitigation point.

(N) Other methods as approved by the zoning administrator: up to three (3) mitigation points (based upon the proposal).

19.15000 ADMINISTRATIVE PROVISIONS

The shoreland zoning ordinance adopted by each county shall require all of the following:

01 The appointment of an administrator and such additional staff as the workload may require.

02 The creation of a zoning agency as authorized by s. 59.69, Wis. Stats., a board of adjustment as authorized by s. 59.694, Wis. Stat., and a county planning agency as defined in s. 236.02(3), Wis. Stats., and required by s. 59.692(3), Wis. Stats.

03 A system of permits for all new construction, development, reconstruction, structural alteration or moving of buildings and structures, unless prohibited by s. 59.692(1k), Wis. Stats.

04 Regular inspection of permitted work in progress to insure conformity of the finished structures with the terms of the ordinance.

05 A variance procedure which authorizes the board of adjustment to grant such variance from the terms of the ordinance as will not be contrary to the public interest where, owing to special conditions and the adoption of the shoreland zoning ordinance, a literal enforcement of the provisions of the ordinance will result in unnecessary hardship as long as the granting of a variance does not have the effect of granting or increasing any use of property which is prohibited in that zoning district by the shoreland zoning ordinance.

06 A special exception (conditional use) procedure for uses presenting special problems.

07 The county shall keep a complete record of all proceedings before the board of adjustment, zoning agency and planning agency.

08 Written notice to the appropriate office of the Department of Natural Resources (DNR) at least ten (10) days prior to any hearing on a proposed variance, special exception or conditional use permit, appeal for a map or text interpretation, map or text amendment, and copies of all proposed land divisions submitted to the county for review under s. 19.04000. [7.1103(G)(1)]

09 Submission to the appropriate office of the Department of Natural Resources (DNR), within ten (10) days after grant or denial, copies of any decision on a variance, special exception or conditional use permit, or appeal for a map or text interpretation, and any decision to amend a map or text of an ordinance. [7.1103(G)(2)]

10 Development and maintenance of an official map of all mapped zoning district boundaries, amendments, and recordings.

11 The establishment of appropriate penalties for violations of various provisions of the ordinance, including forfeitures. Compliance with the ordinance shall be enforceable by the use of injunctions to prevent or abate a violation, as provided in ch. 59.69 (11), Wis. Stats.

12 Pursuing the prosecution of violations of the shoreland ordinance.

13 Shoreland wetland map amendments according to s. ch. NR 115.04, Wis. Adm. Code. Every petition for a shoreland-wetland map amendment filed with the county clerk shall be referred to the county zoning agency. A copy of each petition shall be provided to the appropriate office of the Department of Natural Resources (DNR) within five (5) days of the filing of the petition with the county clerk. Written notice of the public hearing to be held on a proposed amendment shall be provided to the appropriate office of the Department of Natural Resources at least ten (10) days prior to the hearing. A copy of the county board's decision on each proposed amendment shall be forwarded to the appropriate office of the Department of Natural Resources (DNR) within ten (10) days after the decision is issued.

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19.15100 ZONING ADMINISTRATOR [s. 7.1103]

01 DUTIES AND POWERS

The zoning administrator or designee, within the land & water management department, is hereby designated as the administrative and enforcement officer for the provisions of this ordinance. The zoning administrator or designee shall have the following duties and powers:

(A) Advise applicants of the ordinance provisions, assist in preparing permit applications and appeals, and ensure that shoreland and shoreland-wetland areas are shown on all permit applications.

(B) Issue permits and inspect properties for compliance with the provisions of this ordinance and issue certificates of compliance where appropriate.

(C) Have access to premises and structures during reasonable hours to make those inspections deemed necessary to ensure compliance with this ordinance. If refused entry after presenting identification, the zoning administrator or designee may procure a special inspection warrant in accordance with ch. 66.0119, Wis. Stats.

(D) Prohibit the use of private water supply or private onsite wastewater treatment systems (POWTS) not in compliance with the requirements of this ordinance or Chapter 9 of the Ozaukee County Code of Ordinances.

(E) Keep records of all official actions such as:

(01) All permit applications, permits issued, inspections made, and work approved;

(02) Zoning maps and zoning map amendments;

(03) Land division plats;

(04) Nonconforming uses and structures and changes thereto;

(05) Appeals, variances, amendments to this ordinance; and

(06) Other official actions.

(F) Investigate, prepare reports, and report violations of this ordinance to the Natural Resource Committee and the Ozaukee County Corporation Counsel for prosecution. Copies of the reports shall also be sent to the Department of Natural Resources (DNR) Regional Office.

02 SHORELAND PERMIT [s. 7.1104]

A shoreland permit shall be obtained before any development; repair, modification, or addition to an existing structure; or change in the use of a building or structure, including sewer and water facilities and/or private onsite wastewater treatment system (POWTS) and well installation, may be initiated. The application to the zoning administrator shall include:

(A) GENERAL INFORMATION

(01) Name and address of the applicant, property owner, architect, professional engineer, and contractor;

(02) Legal description, proposed use, and whether it is new construction or a modification;

(B) SITE DEVELOPMENT PLAN

A site plan drawn to scale shall be submitted with the permit application form and shall contain:

(01) Location, dimensions, area, and elevation of the lot;

(02) Location of the ordinary highwater mark (OHWM) of any abutting navigable waterways;

(03) Location and dimensions of any existing and proposed structures and impervious areas; existing and proposed easements, rights-of-way, off-street parking, loading areas and driveways; and existing highway access restrictions;

(04) The distance between any existing and proposed structures from all lot lines, and the ordinary high water mark of any abutting navigable water;

(05) Areas of proposed filling, grading, lagooning, or dredging and the amount of material involved;

(06) The proposed sewage disposal plan, if connection is not to be made to a municipal sewerage system, which shall comply with all county ordinances, Chapter SPS 383, Wisconsin Administrative Code, and other applicable laws and regulations.

(07) The proposed water supply plan, if connection is not to be made to a municipal water supply system, which shall comply with all county ordinances, ch. NR 812, Wisconsin Administrative Code, and other applicable laws and regulations.

(08) The location of wetlands and slopes of twelve (12) percent or greater; and primary environmental corridors, natural areas, and critical species habitat sites identified on SEWRPC inventories. The boundaries of wetlands, natural areas, and primary environmental corridors shall be determined on the basis of a field survey made to identify, delineate, and map those boundaries, and the name of the person, agency, or firm identifying, delineating, and mapping the boundaries shall be provided together with the date of the field survey. The applicant shall submit an electronic copy of the field delineations in ArcShape file format. CAD format will also be accepted, provided an adequate number of GIS points are provided to allow the delineations to be mapped on the county GIS.

(C) STORMWATER & EROSION CONTROLS

(01) All stormwater plans shall be completed by a professional engineer registered in the state. The plans shall demonstrate that the post-construction stormwater flow will not adversely impact neighboring properties or impede natural drainage patterns. A post-construction elevational survey, from a land surveyor registered in the state, is required to certify that the preceding requirements have been met. All plans shall be reviewed and approved by the Department.

(02) All erosion control plans shall be completed by a professional engineer or architect registered in the state. The plans shall utilize erosion control measures, as described in the Wisconsin Construction Site Best Management Practice Handbook, and shall be installed on the property prior to the start of any construction and maintained until the area is completely re-vegetated. All plans shall be reviewed and approved by the Department.

(D) PERMIT FEES

(01) All persons, firms, or corporations performing work which by this ordinance requires the issuance of a permit, variance, or other specified review shall pay a fee to the zoning administrator to help defray the cost of administration, investigation, advertising, and processing. A fee shall

be required for a shoreland permit, certificate of compliance, zoning text or map amendment, review of site development plans, review of stormwater plans, review of erosion control plans, and zoning appeal or variance requests. Fees shall be set forth in the county fee schedule, as may be amended annually. Fees are non-refundable, unless a written request is submitted within two (2) business days of the date the application was filed. Chapter 59.692(1k)(a)2, 4, and (b), Wis. Stats., prohibits counties from requiring any approval or imposing any fee or mitigation requirements for the activities specified in ss. 19.11200 and 19.12000 of this ordinance. [s. 7.1107A., Ozaukee County Shoreland & Floodplain Zoning Ordinance]

(02) Fees paid for applications for variances and appeals are applicable for one hearing only. Fees are not refundable if the applicant cancels the hearing or if the request is denied. If the hearing is rescheduled at the request of the applicant, additional fees up to the full fee will be charged for actual costs incurred. [s. 7.1107B., Ozaukee County Shoreland & Floodplain Zoning Ordinance]

(03) If work is started before a permit is applied for and issued, the zoning administrator shall charge a fee of ten (10) times the applicable permit and review fees. This penalty shall not release the applicant from full compliance with this ordinance nor from prosecution for violation of this ordinance. [s. 7.1108, Ozaukee County Shoreland & Floodplain Zoning Ordinance]

(E) EXPIRATION

All permits issued under the authority of this ordinance shall expire no more than one (1) year after issuance. The permit may be extended for a maximum of one (1) year for good and sufficient cause. If the permitted work has not started within six (6) months of the permit date, the development must comply with any regulation that took effect after the permit date.

03 CERTIFICATE OF COMPLIANCE [s. 7.1105]

No land shall be occupied or used, and no building which is hereafter constructed, altered, added to, modified, repaired, rebuilt, or replaced shall be occupied until a certificate of compliance is issued by the zoning administrator, except where no permit is required, subject to the following provisions:

(A) The certificate of compliance shall show that the building or premises or part thereof, and the proposed use, conform to the provisions of this ordinance;

(B) Application for such certificate shall be concurrent with the application for a permit;

(C) If all ordinance provisions are met, the certificate of compliance shall be issued within ten (10) days after written notification that the permitted work is completed.

04 OTHER PERMITS [s. 7.1106]

Prior to obtaining a shoreland permit the applicant must secure all necessary permits from federal, state, and local agencies, including but not limited to, a water use permit pursuant to Chapter 30, Wis. Stats., or a wetland fill permit from the U. S. Army Corps of Engineers or the Department of Natural Resources (DNR).

19.15200 ZONING AGENCY [s. 7.1101]

The Ozaukee County Natural Resources Committee is hereby declared to be the agent of the county board for all matters pertaining to zoning under this ordinance, except for such powers as are specifically reserved for the county board, the board of adjustment, and the zoning administrator. The Natural Resources Committee shall have the following duties and powers:

01 To oversee the functions of the office of the zoning administrator.

02 To review all proposed amendments to the shoreland ~~and floodplain zoning~~ protection ordinance map

and text and recommend action to the county board.

03 To review all proposed land divisions within the shoreland area and recommend action to the county board.

04 To maintain a complete record of its proceedings

19.15300 BOARD OF ADJUSTMENT [s. 7.1200]

01 ESTABLISHMENT [s. 7.1201]

A board of adjustment shall be established pursuant to ch. 59.694, Wis. Stats.

02 MEMBERSHIP [s. 7.1202]

(A) The chairperson of the county board shall appoint no less than three and no more than five members to the board of adjustment, any number of which may be members of the county board. The appointments shall be subject to approval by the county board.

(B) All members shall reside in the unincorporated areas of the county and no two members shall reside in the same town.

(C) Terms shall be for staggered three-year periods beginning on July 1.

(D) The chairperson shall be chosen by the members of the board of adjustment.

(E) Two alternate members shall be appointed by the county board chairperson pursuant to ch. 59.694 (2)(am), Wis. Stats.

(F) Vacancies shall be filled by the county board chairperson for the unexpired term of any member whose term becomes vacant. The appointments shall be subject to approval by the county board.

03 ORGANIZATION [s. 7.1203]

(A) The board of adjustment shall organize and adopt rules of procedure for its own governance in accordance with the provisions of this ordinance and ch. 59.694, Wis. Stats.

(B) Meetings shall be held at the call of the chairperson and at such other times as the board of adjustment may determine. Meetings shall be open to the public.

(C) Minutes of the proceedings and a record of all actions shall be kept by the board of adjustment, showing the vote of each member on each question, the reasons for the determination of the board, and its finding of facts. These records shall be immediately filed in the office of the board and shall be a public record.

(D) Quorum requirements: If a quorum is present, the board of adjustment may take action by a majority vote of the members present.

04 POWER AND DUTIES [s. 7.1204]

(A) The board of adjustment may exercise all of the powers conferred on such boards by ch. 59.694, Wis. Stats.

(B) Appeals: The board of adjustment shall hear and decide appeals where it is alleged there is an error in any order, requirement, decision, interpretation, or determination made by the zoning

administrator or other administrative official in the enforcement or administration of this ordinance, following a public hearing held in accordance with s. 19.15306.

(C) Variances: The board of adjustment may grant a variance from the dimensional standards of this ordinance pursuant to s. 19.15305, following a public hearing held in accordance with s. 19.15306.

(D) Substitutions: The board of adjustment shall hear and decide applications for substitution of less nonconforming uses for existing nonconforming uses, following a public hearing held in accordance with s. 19.15306. Whenever the board of adjustment permits such a substitution, the use may not thereafter be changed without application and approval.

(E) Assistance: The board of adjustment may request assistance from other county officers, departments, commissions, and boards.

05 VARIANCES [s. 7.1206]

(A) The board of adjustment may grant, upon appeal, a variance from the dimensional standards of this ordinance provided an application for a variance is filed with the zoning administrator.

(B) An applicant for a variance has the burden of convincingly demonstrating that:

(01) The literal enforcement of the provisions of this ordinance will result in unnecessary hardship to the applicant.

(02) The hardship is due to unique property conditions not common to nearby lots or properties.

(03) The variance is not contrary to the public interest.

(04) The variance is consistent with the purposes of this ordinance set forth in s. 19.01300.

(C) Findings: No variance to the provisions of this ordinance shall be granted by the board of adjustment unless it finds that all the following facts and conditions exist and so indicates in the minutes of its proceedings:

(01) Preservation of intent: The variance is consistent with the purposes of this ordinance as set forth in s. 19.01300.

(02) Unnecessary hardship: A literal enforcement of the ordinance will result in unnecessary hardship.

(03) Use variance prohibited: The variance will not grant, extend, or increase any use prohibited by this ordinance, or allow actions which would require an amendment to this ordinance or the zoning maps in accordance with s. 19.15600.

(04) Exceptional circumstances: There are unique conditions associated with the property that not common to nearby lots or properties.

(05) Financial hardship and self-created hardship not grounds for variance: The variance is not being granted on the basis of financial hardship, to increase the economic value of the property, or because of conditions that are self-created.

(06) Absence of detriment: The variance will not damage the rights or property values of others or be contrary to the public interest, or harm those natural resources that this ordinance is intended to protect.

Attachment: SLZO - NRC (Shoreland Protection Ordinance)

(07) Minimum necessary: The variance granted is the minimum necessary to allow a reasonable use of the property.

(08) In addition to the criteria in s. 19.15305(B)(01)-(04). to qualify for a variance under FEMA regulations for floodplain properties the following criteria must be met:

(a) The variance shall not cause any increase in the regional flood elevation.

(b) Variances can only be granted for lots that are less than one-half acre and are contiguous to existing structures constructed below the Regional Flood Elevation (RFE).

(c) Variances shall only be granted upon a showing of good and sufficient cause, shall not cause increased risk to public safety or nuisances, shall not increase costs for rescue and relief efforts and shall not be contrary to the purpose of the ordinance.

(D) When a variance within a floodplain is granted, the board of adjustment shall notify the applicant in writing that it may increase flood insurance premiums and risks to life and property. A copy of the notification shall be maintained with the variance record.

(E) A variance shall not allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(F) Conditions: The board of adjustment may attach conditions that relate to this ordinance to any variance granted to assure that the public interest and neighboring properties are protected, and to mitigate adverse environmental impacts associated with the proposal.

(G) Recording: When a variance is granted, an appropriate record shall be made of the land use and structures permitted and the shoreland permit shall be applicable solely to the structures, use, and property so described. The variance shall be recorded by the zoning administrator with the register of deeds, with the recording fee to be paid by the applicant.

(H) Notice to Department of Natural Resources (DNR): A copy of any decision on a variance shall be provided to the appropriate office of the Department of Natural Resources (DNR) within ten (10) days after it is granted or denied, if applicable.

06 HEARINGS [s. 7.1207]

(A) The board of adjustment shall fix a reasonable time for a hearing on an appeal or application. The board shall give public notice thereof by publishing a Class 2 notice 48 under Chapter 985, Wis. Stats., specifying the date, time, and place of the hearing and the matters to come before the board. Notice shall be mailed to the parties-in-interest. Written notice shall be given to the appropriate office of the Department of Natural Resources (DNR) at least ten (10) days prior to hearings on proposed variances and appeals for map or text interpretations.

(B) A decision regarding the appeal or application shall be made as soon as practical. Copies of all decisions on variances, and appeals for map or text interpretations shall be submitted to the appropriate office of the Department of Natural Resources (DNR) within ten (10) days after they are granted or denied.

(C) Majority rule: A majority vote of the board of adjustment shall be necessary to reverse any order, requirement, decision, or determination of the zoning administrator, to grant a variance, or to decide in favor of an applicant on any other matter upon which the board is required to approve under this ordinance.

(D) The final disposition of an appeal or application to the board of adjustment shall be in the form of a written resolution or order signed by the chairperson of the board. Such resolution shall state the specific facts which are the basis of the determination of the board, and shall affirm, reverse, vary, or modify the order, requirement, decision, or determination appealed, in whole or in part; dismiss the appeal for lack of jurisdiction or prosecution; or grant or deny the application.

(E) At the public hearing, any party may appear in person or by agent or by attorney.

(F) Withdrawal: Requests for a withdrawal of an application for a variance, permit, or substitute nonconforming use made before the date the notice of public hearing is submitted for publication and notice to the parties-in-interest is mailed may be resubmitted at any time. Requests for a withdrawal made after the notice of public hearing has been submitted or notice to the parties-in-interest has been mailed shall not be resubmitted for a period of one year following the withdrawal.

(G) Postponement: The board of adjustment may postpone a public hearing if it determines that it needs additional information.

(H) Resubmission: No appeal or application which has been denied shall again be considered unless the applicant can show a material change in circumstances, as determined by the zoning administrator.

(I) Rehearing: No rehearing of any issue shall take place except upon the affirmative vote of a majority of the members of the board of adjustment upon finding that substantial new material or new evidence is submitted which could not have been reasonably presented at the previous hearing. Requests for rehearing shall be in writing and shall state the reasons for the request and be accompanied by necessary data. A rehearing shall be subject to the same notice requirements and fees as the original hearing.

07 DECISION [s. 7.1208]

(A) The board of adjustment shall decide all appeals and applications within thirty (30) days after the final hearing and shall transmit a signed copy of the decision of the board to the appellant or applicant, zoning administrator, and the Department of Natural Resources (DNR).

(B) A variance granted by the board of adjustment involving floodplain shall expire within one hundred eighty (180) days after issuance unless substantial work has commenced pursuant to such grant. The variance may be extended by the zoning administrator for a maximum of one hundred eighty (180) additional days for good and sufficient cause. Variances granted by the board shall run with the life of the structure or use, provided the construction authorized by the board is completed while the variance or permit is still valid.

(C) A variance granted by the board of adjustment not involving the floodplain shall expire within one (1) year after issuance unless substantial work has commenced pursuant to such grant. A one (1)-year extension of a variance or permit may be granted by the zoning administrator prior to its expiration. The zoning administrator or applicant may request that the board of adjustment review the request for extension.

08 REVIEW BY COURT OF RECORD [s. 7.1209]

Any person or persons aggrieved by any decision of the board of adjustment may, within thirty (30) days after the filing of the decision in the office of the board of adjustment, seek court review of the decision as provided in ch. 59.694(10), Wis. Stats.

19.15400 APPEALS [s. 7.1205]

01 Appeals: An appeal to the board of adjustment may be made by any person aggrieved or by an officer, department, or board of the county affected by any decision of the zoning administrator or other administrative officer in regard to the administration and enforcement of this ordinance. Such appeal shall be filed in the office of the zoning administrator within thirty (30) days of receipt of the written decision being appealed. The zoning administrator or other officer whose decision is in question shall promptly transmit to the board all of the documents constituting the record concerning the matter appealed.

02 Shoreland boundary disputes: Whenever the board of adjustment is asked to interpret the location of a shoreland boundary, the zoning administrator shall contact the appropriate office of the Department of Natural Resources (DNR) for a final determination of navigability or ordinary high water mark location.

03 Review appeals of permit denials

(A) The board of adjustment shall review all data related to the appeal. This may include:

(01) The information submitted with the permit application.

(02) The recommendations of the zoning administrator.

(03) Other data submitted to the board with the appeal.

(B) Following its review, the board shall either uphold the denial of the permit or grant the approval.

04 Conditions: Conditions may be attached to any shoreland permit ordered or authorized by the board of adjustment to assure compliance with the purposes and requirements of this ordinance.

19.15500 PUBLIC INFORMATION [s. 7.1102]

To the fullest extent possible, the natural resources committee and its staff shall make available to the public all reports and documents concerning the Ozaukee County Shoreland Protection Ordinance. In addition:

01 All available information in the form of reports, bulletins, maps, and engineering data shall be readily available.

02 Information regarding the location of ~~floodplains and~~ wetlands shall be provided to landowners, realtors, lenders, and the general public. All legal descriptions of property containing ~~floodplains or~~ wetlands should include information designating the ~~floodplains or~~ wetland areas when property is transferred.

03 The natural resources committee may set fees necessary to recover the costs of providing information to the public.

19.15600 AMENDMENTS [s. 7.1300]

Pursuant to chs. 59.69(5)(e) and 59.692(2), Wis. Stats., the county board may amend the regulations of this ordinance or the shoreland zoning maps.

01 Petition: A petition to amend this ordinance may be made by any landowner in the area to be affected by the amendment; by the governing body of any town, village, or city where this ordinance is in effect; or by any member of the county board or natural resources committee.

02 Filing a petition: One (1) original of the proposed amendment shall be submitted directly to the zoning administrator. One (1) copy of the petition and the notice of public hearing shall be provided to the county supervisor of any affected district. One (1) copy of the petition and the notice of public hearing

shall be forwarded to the appropriate office of the Department of Natural Resources (DNR) not less than ten (10) days prior to the hearing. When the petition involves a change in shoreland wetlands, the additional requirements set forth in s. 19.15700 shall be followed.

03 Information required: In addition to the information required on the petition form, the petitioner shall supply the following:

(A) A map, accurately drawn to a scale of not less than one (1) inch equals one hundred (100) feet, showing the location, dimensions, and area of the property to be rezoned, the location and existing use of all buildings on such property, and the principal use of all properties within three hundred (300) feet of the area proposed to be rezoned.

(B) The names and complete mailing addresses, including zip codes, of the owners of all properties within three hundred (300) feet of any part of the land included in the proposed change.

(C) The location of wetlands and slopes of twelve (12) percent or greater; and primary environmental corridors, natural areas, and critical species habitat sites identified by SEWRPC inventories on the property to be rezoned. The boundaries of wetlands, natural areas, and primary environmental corridors shall be determined on the basis of a field survey made to identify, delineate, and map those boundaries, and the name of the person, agency, or firm identifying, delineating, and mapping the boundaries shall be provided together with the date of the field survey.

(D) Any further information which may be required by the zoning administrator to facilitate the making of a comprehensive report to the natural resources committee, including a detailed description of the intended new use.

03 Public hearing and required notice: As soon as practical after receipt, the natural resources committee shall call a public hearing on the petition. The committee shall give public notice thereof by publishing a Class 2 notice under Chapter 985, Wis. Stats., specifying the date, time, and place of the hearing and the matters to come before the committee. Written notice shall be given to the parties-in-interest and to the clerk of any town, village, or city affected by the proposed amendment at least ten (10) days prior to the hearing.

04 Natural resources committee action and report: As soon as possible after the public hearing, the natural resources committee shall act on such petition either approving, modifying and approving, or disapproving of the same. If its action is favorable to granting the requested change, or any modification thereof, it shall cause an ordinance to be drafted effectuating its determination and shall submit such proposed ordinance directly to the county board with its recommendations. If the natural resources committee, after its public hearing, shall recommend denial of the petition, it shall report its recommendation directly to the county board with its reasons for such action. Proof of publication of the notice of the public hearing held by the natural resources committee and proof of the giving of notice to the clerk of any affected town, village, or city of such hearing shall be attached to either such report. A copy of the land and water management department findings and recommendations on each proposed amendment shall be provided to the Department of Natural Resources (DNR) within ten (10) days after the submission of those findings and recommendations to the county board.

05 County board action: Upon receipt of the report of the natural resources committee, the county board may adopt the ordinance as drafted by the natural resources committee or with amendments, or it may deny the petition for amendment, or it may refuse to deny the petition for amendment as recommended by the natural resources committee, in which case it shall refer the petition back to the natural resources committee, with direction to draft an ordinance to effectuate the petition, and report the same back to the county board, which may then adopt or reject such ordinance. Written notice of the county board decision on the proposed amendment shall be provided to the Department of Natural Resources (DNR) within ten (10) days after it is issued.

06 Protest: If a protest against a proposed amendment is filed with the county clerk at least twenty-four (24) hours prior to the date of the meeting of the county board at which the report of the natural resources committee is to be considered, duly signed and acknowledged by the owners of fifty (50) percent or more of the area proposed to be altered, or by abutting owners of over fifty (50) percent of the total perimeter of the area to be altered included within three hundred (300) feet of the area proposed to be changed, such changes or amendments shall not be adopted except by the affirmative vote of three-fourths of the members of the county board present and voting. Each signer of such protest shall include a description of the lands owned by the signer.

07 Effective date: Any amendatory ordinance adopted by the county board shall become effective after adoption by the county board and publication pursuant to ch. 59.69(5)(e), Wis. Stats., except as may be modified by s. 19.15703. Upon receipt of the foregoing approvals, the county clerk shall record in the office of the county clerk the date on which the ordinance takes effect and shall so notify the clerk of the town, village, or city affected by such ordinance.

19.15700 SHORELAND-WETLAND DISTRICT AMENDMENTS [s. 7.1305]

01 For all proposed text and map amendments to the shoreland-wetland provisions of this ordinance, the appropriate office of the Department of Natural Resources (DNR) shall be provided with the following:

(A) A copy of every petition for a text or map amendment shall be provided within five (5) days of the filing of such petition with the zoning administrator. Such petition shall include a copy of the map adopted as part of this ordinance outlining the area proposed to be removed from the shoreland-wetland district.

(B) A copy of the natural resources committee findings and recommendations on each proposed amendment within ten (10) days after the submission of those findings and recommendations to the county board.

(3) Written notice of the county board decision on the proposed amendment within ten (10) days of the decision.

02 A wetland, or a 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:

(A) Storm and flood water storage capacity.
(B) 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.

(C) Filtering or storage of sediments, nutrients, heavy metals, or organic compounds that would otherwise drain into navigable waters.

(D) Shoreline protection against soil erosion.

(E) Fish spawning, breeding, nursery or feeding grounds.

(F) Wildlife habitat.

(G) Areas of special recreational, scenic, or scientific interest, including scarce wetland types.

03 If the Department of Natural Resources (DNR) 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 in s. 19.15702. above, that amendment, if approved by the county board, shall contain the following provision:

"This amendment shall not take effect until more than thirty (30) days have elapsed after written notice of the county board approval of this amendment is mailed to the Department of Natural Resources (DNR). During that thirty (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."

19.15800 REMEDIAL ACTION [7.1109]

Whenever an order of the zoning administrator has not been complied with within thirty (30) days after written notice has been received by the owner, agent, or occupant of the premises by certified mail, the county board, the zoning administrator, or the corporation counsel may institute appropriate legal action or proceedings to prohibit such owner, agent, or occupant from using such structure, land, or water.

19.15900 ENFORCEMENT AND PENALTIES [s. 7.1110]

Any violation of the provisions of this ordinance by any person shall be unlawful and shall be referred to the municipal attorney who shall expeditiously prosecute all such violators. A violator shall, upon conviction, forfeit to the municipality a penalty of not more than $50.00 (fifty dollars), together with a taxable cost of such action. Each day of continued violation shall constitute a separate offense. Every violation of this ordinance is a public nuisance, and the creation may be enjoined, and the maintenance may be abated by action at suit of the municipality, the state, or any citizen thereof pursuant to s. 87.30, Wis. Stats.

19.16000 DEFINITIONS

For the purpose of administering and enforcing this ordinance, the terms or words used herein shall be interpreted as follows: Words used in the present tense include the future; words in the singular number include the plural number; and words in the plural number include the singular number. The word "shall" is mandatory, not permissive. All distances unless otherwise specified shall be measured horizontally.

001 ACCESS [s. 71502]
A means of approaching or entering a property.

002 ACCESS AND VIEWING CORRIDOR
Means a strip of vegetated land that allows safe pedestrian access to the shore through the vegetative buffer zone.

003 ACCESSORY USE OR STRUCTURE [s. 71502]
A use or detached structure that is subordinate in purpose to the principal use of a structure, land, or water; contributes to the comfort, convenience, or necessity of the principal use; and is located on the same lot as the principal use or structure.

004 ACCESSWAY [s. 71502]
Any driveway, street, or other means of providing for the movement of vehicles to or from the public street system.

005 AGRICULTURAL PRACTICE [s. 71502]
Beekeeping, commercial feedlots, dairying, egg production, floriculture, fish or fur farming, grazing, livestock raising, orchards, poultry raising, raising grain, grass, mint and seed crops, raising fruits, nuts, and berries, sod farming, vegetable raising, placing land in federal programs in return for payments in kind, or owning land at least 35 acres of which is enrolled in the Conservation Reserve Program under 16 USC 3831 to 3836.

006 ALTERATION [s.71502]
An enhancement, upgrading or substantial change or modifications other than an addition or repair to a dwelling or to electrical, plumbing, heating, ventilating, air conditioning and other systems within a structure.

007 APPROVING AUTHORITIES [s.71502]
Each governmental body having authority to approve or reject a preliminary or final plat. Approving authorities are set forth in ch. 236.10, Wis. Stats.

008 A-ZONES [s.71502]
Those areas shown on FEMA Flood Hazard Boundary Maps which would be inundated by the regional flood. Because detailed hydraulic analyses are not performed for such areas, no base flood elevations or depths are shown within this zone.

009 BLUFF [s.71502]
A landform whose upper elevation is at least 20 vertical feet above the toe of the slope and which has a slope equal to or exceeding 34 degrees.

010 BLUFF RECESSION RATE [s.71502]
The rate at which a bluff recedes because of erosion by the waters of Lake Michigan and because of unstable slope conditions.

011 BOATHOUSE
Means a permanent structure used for the storage of watercraft and associated materials and includes all structures which are totally enclosed, have roofs or walls or any combination of these structural parts.

Attachment: SLZO - NRC (Shoreland Protection Ordinance)

012 BUILDING [s.71502]
See structure.

013 BUILDING ENVELOPE
Means the three-dimensional space within which a structure is built. (Still used in s. 19.09000 – Impervious surface section)

014 CAMPGROUND [s.71502]
Any parcel of land which is designed, maintained, intended or used for the purpose of providing sites for nonpermanent overnight use by four or more camping units, or which is advertised or represented as a camping area.

015 CAMPING UNIT [s.71502]
Any portable device, no more than 400 square feet in area, used as a temporary shelter, including but not limited to a camping trailer, motor home, bus, van, pick-up truck, tent or other mobile recreational vehicle.

016 CERTIFICATE OF COMPLIANCE [s.71502]
A certification issued by the zoning administrator stating that the construction and the use of land or a building, the elevation of fill, or the lowest floor of a structure, is in compliance with all of the provisions of this ordinance.

017 CERTIFIED SURVEY MAP [s.71502]
A map prepared in accordance with ch. 236.34, Wis. Stats., and this ordinance for the purpose of creating a minor land division, or used to document for recording purposes survey and/or dedication data relating to single parcels.

018 CHANNEL [s.71502]
A natural or artificial watercourse with definite bed and banks to confine and conduct the normal flow of water.

019 COMPREHENSIVE PLAN [s.71502]
The extensively developed plan, also called a county development plan, adopted by the county board pursuant to ch. 66.1001, Wis. Stats. Devices for the implementation of such plans include zoning, official mapping, and land division ordinances.

020 COUNTY ZONING AGENCY
Means that committee or commission created or designated by the county board under s. 59.69(2)(a), Wis. Stats., to act in all matters pertaining to county planning and zoning.

021 DAM [s.71502]
Any artificial barrier, together with appurtenant works, built across a waterway and which has the primary purpose of impounding or diverting water.

022 DECK [s.71502]
An unenclosed exterior structure that has no roof or sides, but has permeable floor which allows the infiltration of precipitation.

023 DEPARTMENT
Means the WI Department of Natural Resources (DNR).

024 DEVELOPMENT [s.71502]
Any artificial change to improved or unimproved real estate, including, but not limited to, the construction of buildings or structures; the construction of additions or alterations to buildings or structures; the repair of any damaged structure or the improvement or renovation of any structure, regardless of percentage of damage or improvement; the placement of buildings or structures; land division layout and site preparation; mining, dredging, filling, grading, paving, excavation or drilling operations; the storage, deposition or extraction of materials or equipment; and the installation, repair or removal of public or private sewage disposal systems or water supply facilities.

025 DOCK [s.71502]
The space between two piers or wharves.

026 DRAINAGE SYSTEM [s.71502]
One or more artificial ditches, tile drains, or similar devices which collect surface runoff or groundwater and convey it to a point of discharge.

027 DWELLING [s.71502]
A building designed or used exclusively as a residence or sleeping place, except for boarding houses, motels, hotels, tents, cabins, and mobile homes.

028 DWELLING, SINGLE-FAMILY [s.71502]
A detached building containing one dwelling unit, designed for or occupied exclusively by one family.

029 EROSION [s.71502]
The detachment and movement of soil, sediment, or rock fragments by water, wind, ice, gravity, or wave action.

030 EXISTING DEVELOPMENT PATTERN
Means that principal structures exist within two hundred fifty (250) feet of a proposed principal structure in both directions along the shoreline.

031 EXISTING MANUFACTURED HOME PARK OR SUBDIVISION [s.71502]
A parcel of land, divided into two or more manufactured home lots for rent or sale, on which the construction of facilities for servicing the lots is completed before the effective date of this ordinance. At a minimum, this would include the installation of utilities, the construction of streets and either final site grading or the pouring of concrete pads.

032 EXPANSION OF EXISTING MOBILE/MANUFACTURED HOME PARK [s.71502]
The preparation of additional sites by the construction of facilities for servicing the lots on which the manufactured homes are to be affixed. This includes installation of utilities, construction of streets, and either final site grading or the pouring of concrete pads.

033 FEDERAL EMERGENCY MANAGEMENT AGENCY (FEMA) [s.71502]
The federal agency that administers the National Flood Insurance Program.

034 FENCE [s.71502]
A structure for enclosure or screening.

035 FENCE, OPEN [s.71502]
A structure of rails, planks, stakes, strung wire, or similar material erected as an enclosure, barrier, or boundary. Open fences are those with more than 50 percent of their surface area open for the free passage of light and air. Examples of such fences include barbed wire, chain link, picket, and rail fences.

036 FINAL PLAT [s.71502]
A map prepared in accordance with the requirements of Chapter 236, Wis. Stats., and this ordinance for the purpose of creating a subdivision.

037 FLOODPLAIN
Means the land which has been or may be hereafter covered by flood water during the regional flood. The floodplain includes the floodway and the flood fringe as those terms are defined in ch. NR 116, Wis. Adm. Code.

038 FLOOR AREA [s.71502]
The sum of the horizontal areas of each floor of a building, measured from the interior faces of the exterior walls or from the centerline of walls separating two buildings. The floor area measurement excludes the area within basements, utility rooms, garages, porches, breezeways, and unfinished attics.

039 FOOTPRINT [s.71502]
The land area covered by a structure at ground level measured on a horizontal plane. The footprint of a residence or building includes the horizontal plane bounded by the furthest exterior wall and eave if present, projected to natural grade. For structures without walls (decks, 65 stairways, patios, carports), a single horizontal plane bounded by the furthest portion of the structure projected to natural grade. Note: For the purposes of replacing or reconstructing a nonconforming building with walls, the footprint shall not be expanded by enclosing the area that is located within the horizontal plane from the exterior wall to the eaves projected to natural grade. This constitutes a lateral expansion under ch. NR 115 and would need to comply with ch. NR 115.05 (1)(g)5, Wisconsin Administrative Code.

040 FRONTAGE, WATER [s.71502]
The smallest dimension of a lot abutting a waterbody or watercourse, measured along the ordinary high water mark.

041 HABITABLE BUILDING [s.71502]
Any building, or portion thereof, used for human habitation.

042 HAZARDOUS WASTE
Hazardous waste means a hazardous waste as defined in ch. NR 661.0003, Wis. Admin. Code.

043 HEARING NOTICE [s.71502]
Publication or posting meeting the requirements of Chapter 985, Wis. Stats. For appeals, a Class 1 notice, published once at least one week (7 days) before the hearing, is required. For all zoning ordinance amendments, a Class 2 notice, published twice, once each week consecutively, the last at least one week (7 days) before the hearing.

044 HISTORIC STRUCTURE [s.71502]
Any structure that is: 1) Listed individually in the National Register of Historic Places or preliminarily determined by the U. S. Secretary of the Interior as meeting the requirements for individual listing on the national register; 2) Certified or preliminarily determined by the U. S. Secretary of the Interior as contributing to the historical significance of a registered historic district or a district preliminarily determined by the Secretary to qualify as a registered historic district; 3) Individually listed on a state inventory of historic places in states with historic preservation programs which have been approved by the U. S. Secretary of the Interior; or 4) Individually listed on a local inventory of historic places in communities with historic preservation programs that have been certified by the State of Wisconsin.

045 GENERALLY ACCEPTED FORESTRY MANAGEMENT PRACTICES
Means forestry management practices that promote sound management of a forest. Generally accepted forestry management practices include those practices contained in the most recent version of the department publication known as Wisconsin Forest Management Guidelines and identified as PUB FR-226.

046 IMPERVIOUS SURFACE
Means an area that releases as runoff all or a majority of the precipitation that falls on it. "Impervious surface" excludes frozen soil but includes rooftops, sidewalks, driveways, parking lots, and streets unless specifically designed, constructed, and maintained to be pervious. Roadways as defined in s. 340.01(54), Wis. Adm. Code, or sidewalks as defined in s. 340.01(58), Wis. Adm. Code, are not to be calculated as impervious surfaces.

047 LAGOON [s.71502]
An artificial enlargement of a waterway.

048 LAKE MICHIGAN RAVINE AREA [s.71502]
All ravines that open directly onto a bluff located along the Lake Michigan shoreline.

049 LAND DISTURBING ACTIVITY [s.71502]
Any human-made alteration of the land surface resulting in a change in topography, existing vegetation, or non-vegetative soil cover. Land disturbing activity includes filling and grading activities, the clearing and grubbing of vegetation, building foundation demolition, excavating, and pit trench dewatering.

050 LAND DIVISION [s.71502]
A division of a lot, parcel, or tract of land by the owner thereof, or the agent of the owner, for the purpose of transfer of ownership or building development, where the act of division creates three or more parcels or building sites, inclusive of the original remnant parcel, any one of which is five acres or less by division or successive division within a five-year period.

051 LAND USE [s.71502]
Any nonstructural use made of unimproved or improved real estate.

052 LOCAL UNIT OF GOVERNMENT [s.71502]
A town, village, or city.

053 LOT [s.71502]
A parcel of land having frontage on a public street or other officially approved means of access, occupied or intended to be occupied by a principal structure or use and sufficient in size to meet lot width, lot frontage, lot area, setback, yard, parking, and other requirements of this ordinance and any applicable town, village, or city ordinances.

054 LOT AREA [s.71502]
The area of a horizontal plane bounded by the front, side, and rear lot lines, excluding any street rights-of-way.

055 LOT WIDTH, AVERAGE [s.71502]
The average of the following two measurements: 1) the width of a lot measured at the minimum setback from the street required by the applicable municipal zoning ordinance and 2) the width of a lot measured at the ordinary high water mark of a navigable waterbody or stream.

056 LOWEST ADJACENT GRADE [s.71502]
Elevation of the lowest ground surface that touches any of the exterior wall of a building.

057 MAINTENANCE [s.71502]
The act or process of restoring to original soundness, including redecorating, refinishing, non-structural repairs, or the replacement of existing fixtures, systems or equipment with equivalent fixtures, systems or structures.

058 MANUFACTURED HOME [s.71502]
A structure transportable in one or more sections, which is built on a permanent chassis and is designed to be used with or without a permanent foundation when connected to required utilities. The term "manufactured home" includes a mobile home but does not include a "mobile recreational vehicle."

059 MANUFACTURING BYPRODUCTS
Materials produced as part of a byproduct of manufacturing. Such products include, but are not limited to, sludge, residue, powder, dust, slag, ash, and waste sand.

060 MINOR LAND DIVISION [s.71502]
A minor land division is any division of land that creates three or more parcels or building sites, inclusive of the original remnant parcel, any one of which is five acres or less by division or successive division within a five-year period, and the division does not result in a subdivision as hereinafter defined.

061 MITIGATION
Means balancing measures that are designed, implemented and function to restore natural functions and values that are otherwise lost through development and human activities.

062 MOBILE RECREATIONAL VEHICLE [s.71502]
A vehicle which is built on a single chassis, 400 square feet or less when measured at the largest horizontal projection, designed to be self-propelled, carried or permanently towable by a licensed, light-duty vehicle, is licensed for highway use if registration is required and is designed primarily not for use as a permanent dwelling, but as temporary living quarters for recreational, camping, travel, or seasonal use. Manufactured homes that are towed or carried onto a parcel of land, but do not remain capable of being towed or carried, including park model homes, do not fall within the definition of a "mobile recreational vehicle."

063 MUNICIPALITY OR MUNICIPAL [s.71502]
A city, town, or village.

064 NATURAL RESOURCE COMMITTEE [s.71502]
The committee created and designated by the county board under ch. 59.69, Wis. Stats., to act in all matters pertaining to county planning and zoning.

065 NAVD (NORTH AMERICAN VERTICAL DATUM) [s.71502]
Elevations referenced to mean sea level datum, 1988 adjustment.

066 NAVIGABLE WATERS
Means Lake Superior, Lake Michigan, all natural inland lakes within Wisconsin and all streams, ponds, sloughs, flowages and other waters within the territorial limits of this state, including the Wisconsin portion of boundary waters, which are navigable under the laws of this state. Under s. 281.31(2)(m), Wis. Stats., notwithstanding any other provision of law or administrative rule promulgated thereunder, shoreland ordinances required under s. 59.692, Wis. Stats., and ch. NR 115, Wis. Adm. Code, do not apply to lands adjacent to:

(A) Farm drainage ditches where such lands are not adjacent to a natural navigable stream or river and such lands were not navigable streams before ditching; and

(B) Artificially constructed drainage ditches, ponds or stormwater retention basins that are not hydrologically connected to a natural navigable water body

067 NGVD (NATIONAL GEODETIC VERTICAL DATUM) [s.71502]
Elevations referenced to mean sea level datum, 1929 adjustment.

068 NONCONFORMING STRUCTURE [s.71502]
An existing lawful structure or building which is not in conformity with the dimensional or structural requirements of this ordinance for the area of the floodplain or shoreland which it occupies. (For example, an existing residential structure in the flood fringe district is a conforming use. However, if the lowest floor is lower than the flood protection elevation the structure is conforming.)

069 NONCONFORMING USE [s.71502]
Any use of land, or land and buildings in combination, lawfully existing at the time of adoption of this ordinance, which does not comply with the use regulations set forth in the ordinance. (For example, an existing residential structure in the floodway is a nonconforming use).

070 NONFLOOD DISASTER [s.71502]
A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, other than a flood.

071 NUISANCE [s.71502]
An unreasonable activity or use of property that interferes substantially with the comfortable enjoyment of life, health, or safety of others.

072 OBJECTING AGENCY [s.71502]
An agency empowered to object to a subdivision plat pursuant to Chapter 236, Wis. Stats. The county may not approve any plat upon which an objection has been made until the objection has been satisfied. The objecting agencies include the Wisconsin Department of Administration, the Wisconsin Department of Safety and Professional Services, the 69 Wisconsin Department of Transportation and, for subdivisions located in the shoreland area, the Wisconsin Department of Natural Resources.

073 OPEN SPACE USE [s.71502]
Those uses having a relatively low flood damage potential and not involving structures.

074 ORDINARY HIGH WATER MARK (OHWM)
Means the point on the bank or shore up to which the presence and action of surface water is so continuous as to leave a distinctive mark such as by erosion, destruction or prevention of terrestrial vegetation, predominance of aquatic vegetation, or other easily recognized characteristics.

075 OUTLOT [s.71502]
A parcel of land, other than a buildable lot or block, so designated on a plat, which is used to convey or reserve areas of land. Outlots may be created to restrict a lot which is unbuildable due to high groundwater, steep slopes, or other physical constraints, or to create common open space. Outlots may also be parcels of land intended to be re-divided into lots or combined with lots or outlots in adjacent land divisions in the future for the purpose of creating buildable lots. An outlot may also be created if a lot fails to meet requirements for a private onsite wastewater treatment system, but which may be buildable if public sewer is extended to the lot or land division.
Chapter 236.13 (6), Wis. Stats., prohibits using an outlot as a building site unless it complies with all the requirements imposed for buildable lots. The county will generally require that any restrictions related to an outlot be included on the face of the plat.

076 PARCEL [s.71502]
For purposes of this ordinance, the term "parcel" is synonymous with the term "lot."

077 PARTIES-IN-INTEREST [s.71502]
All abutting property owners and all property owners within three hundred (300) feet of a parcel that is to be considered for a rezoning or is subject to an appeal, variance, or substitute nonconforming use to be considered by the board of adjustment. The application of the three hundred (300)-foot rule is not affected by town, village, or city corporate limit lines.

078 PERMITTED USE [s.71502]
A use allowed in a zoning district upon satisfaction of the standards and requirements of this ordinance and the zoning ordinance of the town, village, or city within which a property is located.

079 PERSON [s.71502]
An individual, or group of individuals, corporation, partnership, association, state agency, town, village, or city.

080 PIER [s.71502]
Any structure extending into navigable waters from the shore with water on both sides, built or maintained for the purpose of providing a berth for watercraft or for loading or unloading cargo or passengers onto or from watercraft. Such a structure may include a boat 70 shelter which is removed seasonally. Such a structure may include a boat hoist or boat lift, and the hoist or lift may be permanent or may be removed seasonally.

081 PLAT [s.71502]
A map prepared for the purpose of recording a subdivision.

082 PRELIMINARY PLAT [s.71502]
A map showing the salient features of a proposed subdivision submitted to an approving authority for purposes of preliminary consideration. A preliminary plat precisely describes the location and exterior boundaries of the land proposed to be divided, and shows the approximate location of lots and other improvements.

083 PREVIOUSLY DEVELOPED [s.71502]
A lot or parcel that was developed with a structure legally placed upon it.

084 PRIMARY ENVIRONMENTAL CORRIDOR [s.71502]
A concentration of significant natural resources at least 400 acres in area, at least two miles in length, and at least 200 feet in width, as delineated and mapped by the Southeastern Wisconsin Regional Planning Commission.

085 PRINCIPAL STRUCTURE [s.71502]
A structure in which is conducted the principal use of the lot on which it is located.

086 PRINCIPAL USE [s.71502]
The primary or predominant use to which a lot is devoted.

087 PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM [s.71502]
See private sewage system.

088 PRIVATE SEWAGE SYSTEM [s.71502]
A sewage treatment and disposal system serving a single structure with a septic tank and soil absorption field located on the same parcel as the structure. This term also means an alternative sewage system approved by the Wisconsin Department of Safety and Professional Services, including a substitute for the septic tank or soil absorption field, a holding tank, a system serving more than one structure, or a system located on a different parcel than the structure. A private sewage system may be owned by the landowner or by a special purpose district.

089 PUBLIC UTITITIES [s.71502]
Those utilities using underground or overhead transmission lines such as electric, telephone and telegraph, and distribution and collection systems such as water, sanitary sewer and storm sewer.

090 RAVINE [s.71502]
A small, steep sided valley, worn by running water.

091 RAVINE, SHALLOW [s.71502]
A small steep sided valley, worn by running water, that does not exceed 20 feet in depth when measured from the bottom of the ravine to the horizontal level of the land adjacent to the ravine.

092 RECREATIONAL VEHICLE [s.71502]
A vehicle used for transient living quarters which can be towed, hauled, or driven and is designed for recreational, camping, or travel use which includes, but is not limited to, travel trailers, camper trailers, motor homes, pickup campers, water craft, all-terrain vehicles, 71 and snowmobiles. Recreational vehicles that remain onsite more than 180 days shall be considered mobile homes for the purposes of this ordinance.

093 REGIONAL FLOOD
Means a flood determined to be representative of large floods known to have generally occurred in Wisconsin and which may be expected to occur on a particular stream because of like physical characteristics, once in every one hundred (100) years.

094 REPLAT [s.71502]
The process of changing, or the plat or map which changes, the boundaries of a recorded subdivision plat, certified survey map, or a part thereof, including the combination of two or more lots or parcels within a plat or certified survey map. The division of a large block, lot, or outlot within a recorded subdivision plat without changing the exterior boundaries of said block, lot, or outlot is not a replat, but may need to be reviewed as a land division under this ordinance.

095 ROUTINE MAINTENANCE OF VEGETATION
Means normally accepted horticultural practices that do not result in the loss of any layer of existing vegetation and do not require earth disturbance.

096 SETBACK [s.71502]
The minimum horizontal distance by which a building or structure must be separated from a lot line, street centerline, ordinary high water mark, or a wetland.

097 SHORELAND
Means lands within the following distances from the ordinary high water mark (OHWM) of navigable waters: one thousand (1,000) feet from a lake, pond or flowage; and three hundred (300) feet from a river or stream or to the landward side of the floodplain, whichever distance is greater.

098 SHORELAND PERMIT [s.71502]
A permit issued by the zoning administrator for construction, moving, alteration, or addition to any use, structure, or structure and use in combination upon compliance with the provisions of this ordinance or an authorized variance therefrom.

099 SHORELAND SETBACK (also known as the "Shoreland setback area" in s. 59.692(1)(bn), Wis. Stats.)
Means an area in a shoreland that is within a certain distance of the ordinary high water mark (OHWM) in which the construction or placement of structures has been limited or prohibited under an ordinance enacted under ch. 59.692, Wis. Stats.

100 SHORELAND-WETLAND DISTRICT
Means a zoning district, created as a part of a county zoning ordinance, comprised of shorelands that are designated as wetlands on the Wisconsin wetland inventory maps prepared by the department.

101 SHORELINE [s.71502]
The intersection of the land surface abutting navigable waters with the ordinary high water mark.

102 SOLID WASTE
Solid waste means a solid waste as defined in ch. NR 661.0002, Wis. Admin. Code.

103 SPECIAL EXCEPTION (CONDITIONAL USE)
Means a use which is permitted by this ordinance provided that certain conditions specified in the ordinance are met and that a permit is granted by the board of adjustment or, where appropriate, the planning and zoning committee or county board.

104 STABLE SLOPE DISTANCE [s.71502]
The horizontal distance that the top of a bluff would need to be receded or regraded to form a stable bluff slope that would not likely be affected by major bluff recession processes such as slumping or sliding.

105 START OF CONSTRUCTION [s.71502]
The date a zoning permit is issued, provided the actual start of construction, repair, reconstruction, rehabilitation, addition, placement, or other improvement is within 180 days of the permit date. The actual start means either the first placement of permanent construction on a site, such as the pouring of a slab or footings, the installation of piles, the construction of columns, or any work beyond initial excavation, or the placement of a manufactured home on a foundation. Permanent construction does not include land preparation, such as clearing, grading and filling, nor does it include the installation of streets and/or walkways, nor does it include excavation for a basement, footings, piers, or foundations or the erection of temporary forms, nor does it include the installation on the property of accessory buildings, such as garages or sheds not occupied as dwelling units or not part of the principal structure. For an alteration, the actual start of construction means the first alteration of any wall, ceiling, floor, or other structural part of a building, whether or not that alteration affects the external dimensions of the building.

106 STORY [s.71502]
That portion of a building included between the surface of any floor and the surface of the floor next above it, or if there is no floor above it, then the space between the floor and the ceiling next above it and including those basements used for the principal use.

107 STREET [s.71502]
Any public or private thoroughfare abutting a lot that is an existing state, county, or town roadway; is shown upon a subdivision plat or certified survey map approved pursuant to law; or is approved by other official action. The street includes all land within the right-of-way, whether improved or unimproved.

108 STRUCTURAL ALTERATIONS [s.71502]
Any change in the supporting members of a structure, such as foundations, bearing walls, columns, beams, or girders.

109 STRUCTURE
Means a principal structure or any accessory structure including a garage, shed, boathouse, sidewalk, walkway, patio, deck, retaining wall, porch or firepit.

110 SUBDIVIDER [s.71502]
Any person, firm, or corporation, or any agent thereof, dividing or proposing to divide land resulting in a land division or replat, or any person who creates a condominium under Chapter 703, Wis. Stats.

111 SUBDIVISION [s.71502]
A division of land for which approval of a plat is required under Chapter 236, Wis. Stats.

112 SUBSTANTIAL DAMAGE [s.71502]
Damage of any origin sustained by a structure, whereby the cost of restoring the structure to its pre-damaged condition would equal or exceed 50 percent of the equalized assessed value of the structure before the damage occurred.

113 SUBSTANTIAL IMROVEMENT [s.71502]
Any repair, reconstruction, rehabilitation, addition or improvement of a building or structure, the cost of which equals or exceeds 50 percent of the equalized assessed value of the structure before the improvement or repair is started. If the structure has sustained substantial damage, any repairs are considered substantial improvement regardless of the work performed. The term does not, however, include either any project for the improvement of a building required to correct existing health, sanitary, or safety code violations identified by the building official, and that are the minimum necessary to assure safe living conditions; or any alteration of a historic structure, provided that the alteration will not preclude its continued designation as a historic structure.

114 UNNECESSARY HARDSHIP
Means that circumstance where special conditions, which were not self-created, affect a particular property and make strict conformity with restrictions governing area, setbacks, frontage, height or density unnecessarily burdensome or unreasonable in light of the purposes of this ordinance.

115 UTILITIES [s.71502]
Public and private facilities such as water wells, water and sewage pumping stations, water storage tanks, power and communication transmission lines, electrical power substations, static transformer stations, telephone and telegraph exchanges, microwave radio relays, and gas regulation stations, but not including sewage disposal plants, municipal incinerators, warehouses, wireless communication facilities, shops, and storage yards.

116 VARIANCE [s.71502]
An authorization granted by the board of adjustment for the construction, maintenance, or alteration of a structure in a manner that deviates from the dimensional standards of this ordinance. A variance may not permit the use of a property that is otherwise prohibited by this ordinance.

117 VIEWING CORRIDOR [s.71502]
A strip of vegetated land that allows safe pedestrian access to the shore through the vegetative buffer zone.

118 VIOLATION [s.71502]
The failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without required permits, lowest floor elevation documentation, floodproofing certificates, or required floodway encroachment calculations is presumed to be in violation until such time as that documentation is provided.

119 WATERSHED [s.71502]
The entire region or area contributing runoff or surface water to a particular watercourse or body of water.

120 WELL [s.71502]
An excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

121 WETLANDS
Means those areas where water is at, near or above the land surface long enough to be capable of supporting aquatic or hydrophytic vegetation and which have soils indicative of wet conditions.

122 WHARF [s.71502]
A structure in navigable waters extending along the shore and generally connected with the uplands throughout its length, built or maintained for the purpose of providing a berth for watercraft or for loading or unloading cargo or passengers onto or from watercraft. Such a structure may include a boat hoist or boat lift, and the hoist or lift may be permanent or may be removed seasonally.

123 YARD [s.71502]
An open space on the same lot with a structure, unoccupied and unobstructed from the ground upward except for vegetation. The street, shoreyard, and rear yards extend across the full width or depth of the lot.

124 YARD, SHORE [s.71502]
A yard extending across the full width or depth of a lot, the depth of which shall be the minimum horizontal distance between a line intersecting both side lot lines at the same angle and containing the point of the ordinary high water mark of a navigable water nearest the principal structure and a line parallel thereto containing the point of the principal structure nearest the ordinary high water mark.

125 ZONING ADMINISTRATOR [s.71502]
The officer appointed by the county board to administer this ordinance and to issue shoreland permits and, following a determination by the board of adjustment, variances.

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Land and Water Management**
DIRECTOR: **Katie Vogeler**
PREPARER: **Katie Vogeler**

Agenda Summary LWM May Reports

ATTACHMENTS:

- 1 May 2024 (PUB)
- LWM May Financials (PDF)
- Conservation Camp Essays (PDF)
- Highway 57 Demo Plot Sees Sediment Runoff Reduction on No (PDF)

NATURAL RESOURCES COMMITTEE

LAND AND WATER MANAGEMENT DEPARTMENT

CURRENT PROJECTS
AND
REPORT UPDATES

MAY 2024

MISSION STATEMENT

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

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

Attachment: 1 May 2024 (LWM May Reports)

Land & Water Resource Management

- **Conservation Planning/Farmland Preservation (FPP)**
  - 94 farms currently participating in Farmland Preservation Program; status reviews to be completed on about 25% of the farms in 2024 to ensure compliance with the FPP soil and water performance standards. A landowner has several waterway sites to regrade to stay in compliance.
- **Best Management Practices Design and Certification**
  - Collaborating with NRCS on cost share projects
  - Projects include, grass waterway, roof runoff projects, rip rap, and stacking pad runoff storage, manure abandonment and waste storage projects
- **Administration of Cost-Share Agreements (grants)**
  - 2024 SWRM bonded grant – $56,200; SWRM SEG grant – $25,000.
  - Multi Discharge Variance $22451 Received Total to Date is $21,269
- **Clean Sweep Household and Agricultural Hazardous Waste Collection**
  - Event took place on May 4, 24 Approximately 260 vehicles dropped off hazardous waste
  - Household hazardous waste collected was 20,615 pounds, ag waste collected was 2,058 pounds, tires collected 193
- **Nutrient Management**
  - DATCP SEG funds have started to be contracted with landowners. A reminder letter was sent to all operators in the county about DATCP 590 NMP requirements. April 10 a Horse Nutrient Management Social Event was held at the fairgrounds.
  - **Environmental Education**
  - 3 middle school students filled out scholarships to attend Upham Woods Conservation Camp. Land and Water sponsored all of the students to attend camp.
- **NR151Compliance Tracking**
  - No activity
- **Manure Storage Ordinance**
  - Starting to organize information / standards to update
- **Stormwater Management & Construction Site Erosion Control-WPDES Permit**
  - Stantec is finalizing the SLAMM modeling to evaluate nonpoint source pollutant loadings on county property in the MS4 area for compliance with the DNR stormwater permit. A commitment letter was sent to WI DNR.
- **Buffer Initiative—Conservation Reserve Enhancement Program (CREP)**
  An inquiry from a Port Washington resident for land eligibility
- **Wildlife Damage and Abatement**
  - We received <$10,000 in Reimbursement from 2023 wildlife damage complaints.
  - A landowner who received a claim for wildlife (goose) damage worked with us to install a temporary fence to prevent damage before it begins.
- **Tree, Shrub, Prairie Grass & Wildflower Seed Program/Pollinator Plant & Grass Sale**
  - Native Plant Sale distribution will take place June 14th
- **Invasive Species**
  - Share information to the general public at education booths and online posts
- **Conservation/ Clean Farm Families**
  - June 13 Grazing Workshop with Jim Gerrish, grazing expert
  - Presented at the Northern Ozaukee Middle School Science Club.
  - June 18 CFF Poker Run at our Plot Day—stay tuned for formal invite.

Sanitation Program

- **Sanitation Ordinance**
  - One sanitation ordinance violation.
  - Maintenance: 520 notices were sent in May; the Office of Corporation Counse continues action with non-compliant owners; 5109 reports filed to date in 202
- **POWTS Plan Reviews, Permits, and Final Inspections**
  - Nine plan reviews; Seven sanitary permits; ten final inspection reports, one aba donment permits filed.
- **Wisconsin Fund**
  - No qualified applicants for fiscal year 2024 to date.
- **Miscellaneous**
  - Working with electronic sanitation permitting system along with LIO.
  - Hired our Intern in the Part Time Office Admin position!

Shoreland and Floodplain Zoning

- **Shoreland and Floodplain Zoning Ordinance**
  - Zero applicants in May.
- **Permits**
  - Three shoreland zoning permits for May.
- **National Flood Insurance/Community Rating System (CRS)**
  - Provided floodplain information to numerous landowners.
- **Non-metallic Mining Reclamation**

- **Miscellaneous**
  - Working on floodplain and shoreland ordinance changes. We are also workin with the DNR and FEMA to adopt new maps in the next few months. We are also looking at our Stormwater Ordinance for future updates.

Land and Water Management Department

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

Attachment: 1 May 2024 (LWM May Reports)

Ozaukee County Committee Report

General Fund Land and Water Management

For the Five Months Ending Friday, May 31, 2024

Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Prior YTD Actual	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues						
Intergovernmental Revenues	($226,597)	$10,873	$62,294	$431,517	$369,223	14.44%
Public Charges for Services	$73,986	$14,248	$99,222	$154,010	$54,788	64.43%
Licenses & Permits	$44,452	-	$49,618	$113,000	$63,382	43.91%
Other Revenue	$38,110	$730	$59,710	$67,600	$7,890	88.33%
Total Revenues	**($70,049)**	**$25,851**	**$270,844**	**$766,127**	**$495,283**	**35.35%**
Expenditures						
Salaries	$205,982	$46,715	$215,195	$654,966	$439,771	32.86%
Fringe Benefits	$87,738	$17,683	$95,943	$232,091	$136,148	41.34%
Travel/Training	$3,773	$539	$3,412	$16,725	$13,313	20.40%
Supplies	$8,677	-	$14,652	$25,828	$11,176	56.73%
Purchased Services	$9,541	$1,787	$5,484	$144,124	$138,640	3.81%
Interdepartment Charges	$17,519	-	$13,326	$44,983	$31,657	29.62%
Grants	$29,658	-	$10,094	$251,100	$241,006	4.02%
Other Expenses	$44,842	$7,382	$44,142	$97,718	$53,576	45.17%
Total Operating Expenditures	**$407,730**	**$74,106**	**$402,248**	**$1,467,535**	**$1,065,287**	**27.41%**
Capital Outlay						
Total Expenditures	**$407,730**	**$74,106**	**$402,248**	**$1,467,535**	**$1,065,287**	**27.41%**
Net Increase (Decrease)	**($477,779)**	**($48,255)**	**($131,404)**	**($701,408)**	**($570,004)**	**18.73%**
Equity:						
Assigned	($146,145)	-	-	-	-	0.00%
Due To / Due From	($615,099)	($33,610)	($183,959)	-	$183,959	0.00%

Attachment: LWM May Financials (LWM May Reports)

Why I want to go to Conservation Camp...

Name: Reed

Address: [redacted]

Phone #: [redacted]

School Name: Thomas Jefferson Middle Schoo

Upham Woods
Wisconsin Dells, WI

I want to go to camp because I like to fish and swim and look for snakes. I am really good at art and building thing out of wood. I have built bird houses and picnic tables for the squirrels in my yard. I usually spend summers with my Grandparents up north. I build forts, climb the rocks and help my Grandma feed the chickens and pick blackberries. Grandpa and I race on our UTVs. I want to learn things at camp that I can also do with my Grandma and Grandpa, show them that what I have learned so I can help them out when I am up by them. I would like to learn how to kayak or row a canoe. I have never built a fire before but would like to learn. My mom says I have to go to camp to learn skills and meet kids my age. I want to also be able to show her what I have learned at camp so we can do more fun things together. I want to show her what I have learned and to teach her cause she may not know how to do some things. My grandmas neighbor takes care of the state park by them and I would like to learn more about how I can help keep it clean. When we go fishing I see the guys on the boats who check me for my life jacket and also what I may have caught. I want one of those jobs when I get older. I want to be on the water all day and on a UTV, it would be a lot of fun.

Attachment: Conservation Camp Essays (LWM May Reports)

Submit by May 13, 2024
Ozaukee County Land and Water Mgt.
Att: Geoff Schramm
121 W Main Street
PO BOX 994
Port Washington, WI 53074
or email essay to gschramm@co.ozaukee.wi.us

Why I want to go to Conservation Camp...

Name: Talksak

Address [redacted]

Phone #: [redacted]

School Name: Thomas Jefferson Middle School

Upham Woods
Wisconsin Dells, WI

I Would Like to go camping Because I enjoy the out Doors, I would also Like to go Because I enjoy canoeing, archery and crafts. I am also looking forward to meeting new people and learning about our environment, this is why i would lore to go to the summer camp. I think i would have good time.

Submit by May 13, 2024
Ozaukee County Land and Water Mgt.
Att: Geoff Schramm
121 W Main Street
PO BOX 994
Port Washington, WI 53074
or email essay to gschramm@co.ozaukee.wi.us

Attachment: Conservation Camp Essays (LWM May Reports)

Name: Ella

Address:

Phone #:

School Name: John Long Middle School

Upham Woods
Wisconsin Dells, WI

Why I want to go to Conservation Camp...

My love for nature

One of the main reasons I'm psyched about going to Upham Woods for conservation camp is my love for being surrounded by nature. There's something about being out in the open, breathing in the fresh air, and just soaking up the beauty of the great outdoors that fills me with a sense of happiness. Whether it's hiking, sitting by the campfire under the starry sky, or simply listening to the campfire songs, being in nature is where I feel most alive and at peace.

Memorable Fun from Last Year

Last year when I attended the camp, it was an absolute blast! From the thrilling outdoor activities like hiking and canoeing to the late-night campfires and marshmallow roasts, every moment was filled with fun. I made unforgettable memories and made lots of friendships with fellow campers that I'll cherish forever. Going back this year feels like hitting the replay button on all the fun times, and I can't wait to create even more epic experiences with old and new friends alike.

New friendships

One thing I'm really looking forward to at Upham Woods is the opportunity to make new friends. Sure, I had a great time last year, but there's always room in my circle for more awesome people! Camp is the perfect place to meet other kids from different places and with different interests, united by our shared love for adventure and nature. Whether we're conquering challenges together or simply bonding in our cabins late at night, I'm excited to make new friends!

In conclusion, Upham Woods conservation camp holds a special place in my heart for three main reasons: my love for nature, the unforgettable fun I had last year, and the joy of making new friends. I can't wait to embark on another great journey at camp and create lasting memories that will stay with me forever!

Submit by May 13, 2024
Ozaukee County Land and Water Mgt.
Att: Geoff Schramm
121 W Main Street
PO BOX 994 Port
Washington, WI 53074

or email essay to
gschramm@co.ozaukee.wi.us

Attachment: Conservation Camp Essays (LWM May Reports)

Highway 57 Demo Plot Sees Sediment Runoff Reduction on No-Till Acres with Cover Crops

In collaboration with the Water Resources Monitoring Group, LLC, the Highway 57 Soil Health Demonstration Plot receives annual rainfall simulator tests. These tests provide information about infiltration and turbidity of the soil that runs off during the trial rain tests being completed.

The most recent sample was taken on April 13th, 2024 at the Hwy 57 Demo Plot. The field conditions at that time were as follows:

A1: Leftover corn stalk residue from 2023 harvest, no cover crop
A2: Leftover corn stalk residue from 2023 harvest, winter wheat cover crop (planted 11/22/2023)
B1: Exposed soil (will be planted with corn this year)
B2: Cover crop mix planted 8/2/2023 (will be planted with corn this year)
C1: Leftover soybean stalk residue from 2023 harvest, some winter wheat growth (planted 11/7/2023)
C2: Leftover soybean stalk residue from 2023 harvest, some winter wheat growth (planted 11/7/2023) with clover cover crop (planted 3/20/2024)

Shown below are the turbidity levels from the samples taken during the rainfall simulation

Attachment: Highway 57 Demo Plot Sees Sediment Runoff Reduction on No (LWM May Reports)

on April 13th, 2024. Results also showed that the no-till fields infiltrated water 2" per hour compared to the conventional fields at only 1/4" per hour!

Summary:

A2 and B2 show a significant reduction in turbidity compared to their conventional tillage counterparts, A1 and B1. This is likely due to the fields currently in cover crops. This management practice helps to keep the soil in place, provides for infiltration, while reducing the water to soil contact and potential for erosion! A reduction in erosion means a reduction in sediment and nutrient pollution to our local waterbodies.

Although not as great a clarity, C2 does show slight improvement in water clarity compared to C1. Due to the later than typical planting of winter wheat in November 2023, there was less time for growth in the Fall which resulted in delayed growth in the Spring. This caused for a greater surface of exposed soils. This could be prevented with an earlier planting of winter wheat in the Fall of the previous year.

Attachment: Highway 57 Demo Plot Sees Sediment Runoff Reduction on No (LWM May Reports)

RESOLUTION NO. (ID # 10070)

MEMORANDUM OF AGREEMENT AMENDMENT WITH SUGAR MAPLE NATURE SCHOOL FOR PROVIDING A TEMPORARY PUBLIC NATURE-BASED CHARTER SCHOOL SITE AT HAWTHORNE HILLS COUNTY PARK

WHEREAS, the Ozaukee County Board of Supervisors approved Resolution 23-44 on December 6, 2023, which authorized the Planning and Parks Department to sign a Memorandum of Agreement with Sugar Maple Nature School, a public nature-based charter school authorized by the Northern Ozaukee School District, to provide a temporary site for classrooms and structures and a space for outdoor learning at Hawthorne Hills County Park in the Town of Saukville and Town of Fredonia; and

WHEREAS, the Memorandum of Agreement was signed by Sugar Maple Nature School on February 13, 2024 and by Ozaukee County on February 20, 2024; and

WHEREAS, the Memorandum of Agreement pertains to the use of lands situated on an area that is approximately 5.5 acres and an existing Multi-Purpose Parks Maintenance Building, a portion of Parcel #080030500000 located at Hawthorne Hills County Park, 4880 County Highway I, Saukville, WI 53080; and

WHEREAS, the term of the original agreement was from April 1, 2024 until June 30, 2027 under the conditions of the agreement or until otherwise extended or terminated by either party as provided in the agreement; and

WHEREAS, Sugar Maple Nature School has a 5-year charter agreement with the Northern Ozaukee School District; and

WHEREAS, Sugar Maple Nature School is applying for a commercial construction loan to support development of the school classrooms and structures; and

WHEREAS, the commercial construction loan requires Sugar Maple Nature School to have a 5-year agreement term with Ozaukee County to coincide with the Northern Ozaukee School District charter term; and

WHEREAS, Ozaukee County acknowledges the school classroom buildings will be solely owned, operated and maintained by Sugar Maple Nature School; and

WHEREAS, a Memorandum of Agreement Amendment is required to extend the term until June 30, 2029; and

WHEREAS, the Amendment requires the Sugar Maple Nature School to be fiscally responsible for the full construction costs of a new public drinking water well and all associated permitting and water testing requirements for the duration of the agreement term; and

WHEREAS, the Amendment requires the Sugar Maple Nature School to be fiscally responsible for provision of new (3 Phase) We Energies electric service and associated electrical construction work; and

WHEREAS, the Amendment requires the Sugar Maple Nature School to be fiscally responsible for provision of new We Energies natural gas service; and

WHEREAS, the expected revenue for the term is: 2024 - $49,000; 2025 - $66,625; 2026 -

$69,956; 2027 - $73,454; 2028 - $77,127; and 2029 - $39,504 for a total expected revenue of $375,666; and

WHEREAS, this agreement Amendment aligns with the Planning and Parks Department's mission "to provide opportunities for Ozaukee County residents and visitors of Ozaukee County to appreciate and enjoy the natural and cultural resources, local ecology, recreational experiences, well planned sustainable growth and improved quality of life in Ozaukee County through the preservation, restoration and management of natural resources, increased awareness and education, stewardship, promotion of tourism, comprehensive planning, and the acquisition, development, enhancement and operation of large scale, intergovernmental recreational opportunities including exceptionally well-maintained golf courses, multi-use trails and parks", as previously demonstrated through educating youth on environmental, ecological and cultural aspects in the Ozaukee County Park System and the Sugar Maple Nature School's mission "to provide a nature-based education that fosters curiosity, environmental stewardship, and a strong sense of community"; and

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors authorizes the Director of the Ozaukee County Planning and Parks Department to sign and execute a Memorandum of Agreement Amendment with Sugar Maple Nature School to extend the agreement term to June 30, 2029 and for the school to be fiscally responsible for all construction, permitting, operation and testing of a new water well, new electric service, and new natural gas service to serve the school; and

FURTHER RESOLVED, that this Memorandum of Agreement Amendment is contingent upon negotiation of terms satisfactory to the Ozaukee County Planning and Parks Department and Corporation Counsel.

Dated at Port Washington, Wisconsin, this 3rd day of July, 2024.

SUMMARY: *Review and approval of a Memorandum of Agreement Amendment with Sugar Maple Nature School to extend the agreement term to June 30, 2029 and for the school to be fiscally responsible for all construction, permitting and testing of a new water well, new electrical service and new natural gas service to serve the school.*

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Memorandum of Agreement Amendment with Sugar Maple Nature School for Providing a Temporary Public Nature-Based Charter School Site at Hawthorne Hills County Park

BACKGROUND INFORMATION: The Ozaukee County Board of Supervisors approved Resolution 23-44 on December 6, 2023, which authorized the Planning and Parks Department to sign a Memorandum of Agreement (MOA) with Sugar Maple Nature School (SMNS), a public nature-based charter school authorized by the Northern Ozaukee School District (NOSD), to provide a temporary site for classrooms and structures and a space for outdoor learning at Hawthorne Hills County Park in the Town of Saukville and Town of Fredonia. The MOA was signed by SMNS on February 13, 2024 and by Ozaukee County on February 20, 2024. The term of the original agreement was to commence from April 1, 2024 and remain in place until June 30, 2027 under the conditions of the agreement or until otherwise extended or terminated by either party as provided in the agreement. SMNS has a 5-year charter agreement with NOSD, and SMNS is applying for a commercial construction loan to support development of the school classrooms and structures. The commercial construction loan requires SMNS to have a 5-year agreement term with Ozaukee County in alignment with the NOSD charter term. Ozaukee County also acknowledges the school classroom buildings will be solely owned, operated and maintained by SMNS. In addition, SMNS requires a public drinking water well for their operations, and Ozaukee County has completed public bidding for construction and permitting for this well. WDNR requirements for public well construction and operation for school use represent significant construction requirements (e.g., a wider well diameter and additional concrete casing), permitting (e.g., Non-transient Non-community system permitting), and operator training and certification to oversee operation, quarterly and annual water sampling and laboratory testing, and WDNR reporting beyond what is typically required for a traditional (public) drinking water well (e.g., new water well at the Hawthorne Hills Multi-Purpose Maintenance Building). Furthermore, SMNS originally indicated that single phase electrical service would be required for the school building (as stated in the original MOA); however, additional information was recently provided to the Department noting the SMNS building requires three phase electrical service, which represents a significant cost increase. Finally, the original MOA did not address the required provision of the required new We-Energies natural gas service.

ANALYSIS: An Amendment to the Memorandum of Agreement was requested by SMNS to extend the term until June 30, 2029 to coincide with the 5-year NOSD charter term. The Amendment also clarifies that the initial site preparation term (April 1, 2024 - June 30, 2024)

lump sum rent is $16,500, the initial year (July 1, 2024 - June 30, 2025) lump sum rent is $65,000, and the rent shall increase by 5% for each consecutive year, including the additional two years requested by SMNS. The overall term fee schedule by calendar year is as follows:

- 2024 - $49,000
- 2025 - $66,625
- 2026 - $69,956
- 2027 - $73,454
- 2028 - $77,127
- 2029 - $39,504
- Total expected revenue - $375,666

The Amendment also states that SMNS will be fiscally responsible for the full construction costs of a new drinking water well and all associated permitting, certified operator and water testing requirements for the duration of the agreement term, and construction costs for new We-Energies three phase electrical service and new We-Energies natural gas service. This MOA Amendment is contingent upon negotiation of terms and conditions satisfactory to the Department and Corporation Counsel.

FISCAL IMPACT: Balance Current Year: None

Next Year's Estimated Cost: None (Total expected term revenue $375,666)

FUNDING SOURCE: County Levy: Non-County Levy: X

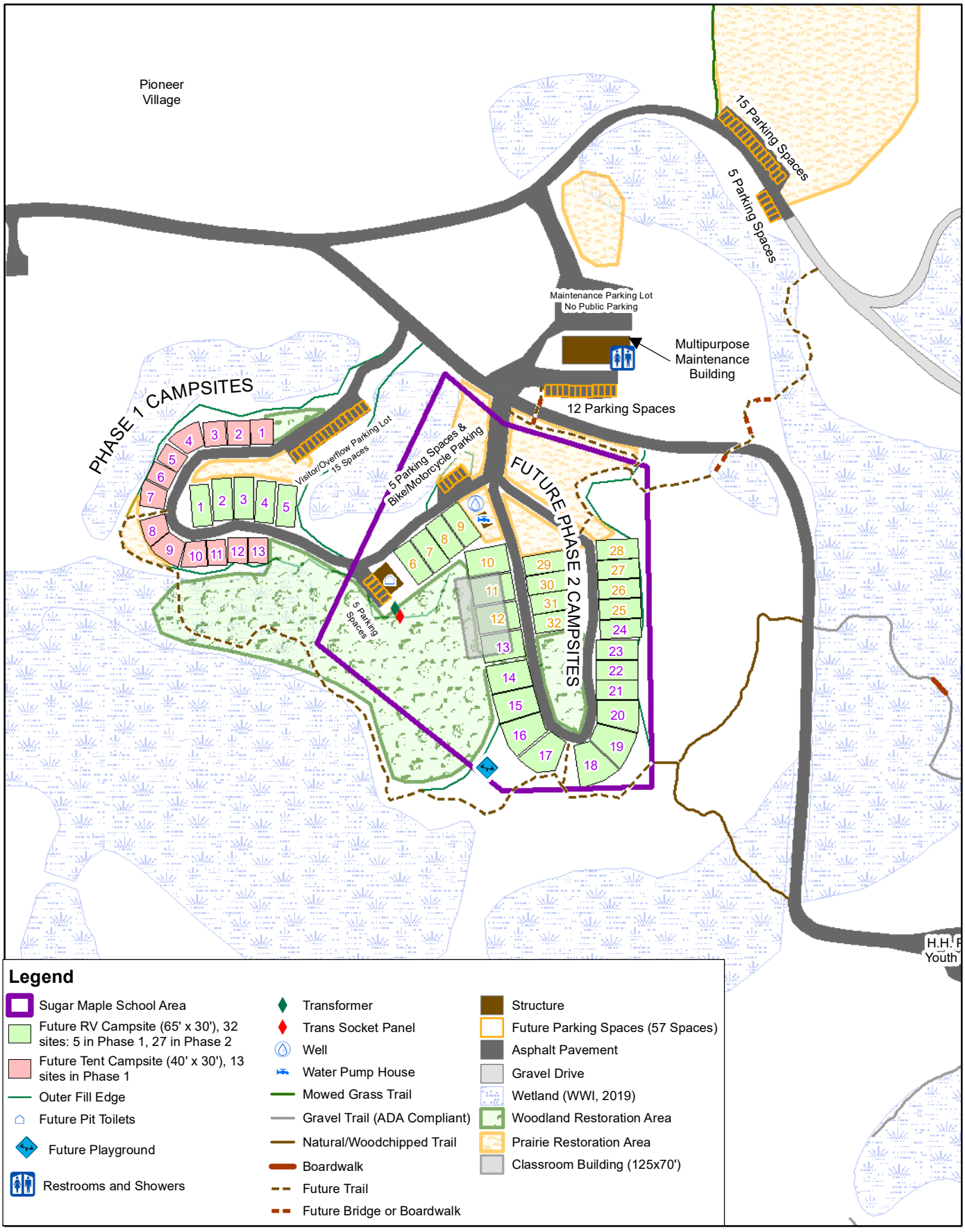
Indicate source: Sugar Maple Nature School rent payments

RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the resolution for review and approval of a Memorandum of Agreement Amendment with Sugar Maple Nature School to extend the agreement term to June 30, 2029 and for the school to be fiscally responsible for all construction, permitting, operation and testing of a new water well, new electrical service and new natural gas service to serve the school.

ATTACHMENTS:

- P&P_Dept_HH_Campground_School Building_5.28.24 (PDF)
- PP_Dept_SugarMapleNatureSchool_MOA_Amendment_5.25.24_ATSFinal052824 (DOCX)

Hawthorne Hills Park, Future Campground



Legend

- Sugar Maple School Area
- Future RV Campsite (65' x 30'), 32 sites: 5 in Phase 1, 27 in Phase 2
- Future Tent Campsite (40' x 30'), 13 sites in Phase 1
- Outer Fill Edge
- Future Pit Toilets
- Future Playground
- Restrooms and Showers
- Transformer
- Trans Socket Panel
- Well
- Water Pump House
- Mowed Grass Trail
- Gravel Trail (ADA Compliant)
- Natural/Woodchipped Trail
- Boardwalk
- Future Trail
- Future Bridge or Boardwalk
- Structure
- Future Parking Spaces (57 Spaces)
- Asphalt Pavement
- Gravel Drive
- Wetland (WWI, 2019)
- Woodland Restoration Area
- Prairie Restoration Area
- Classroom Building (125x70')

N

0 115 230 460 Feet

Ozaukee County Pl
March, 2024

Attachment: P&P_Dept_HH_Campground_School Building_5.28.24 (P&PDept_MOAAmendment_SMNS_SchoolSiteHH Park)

Memorandum of Agreement: Amendment 1
Ozaukee County and Sugar Maple Nature School

This Memorandum of Agreement Amendment is to modify the terms and conditions of the original Ozaukee County and Sugar Maple School Memorandum of Agreement (MOA) executed by Sugar Maple Nature School on February 13, 2024 and by Ozaukee County on February 20, 2024. Specifically, this Amendment is issued to modify, explain, or correct the original MOA and is hereby made a part of the MOA.

1. TERM. This Amendment extends the MOA term expiration date to June 30, 2029.

4. SITE DEVELOPMENT.
   d. Electric service provision to state: "County will coordinate provision of three phase electrical service to the site";
   e. Water supply provision to state: "County will complete project bidding and project management for construction of a public drinking water well within the Premises".

7. COUNTY SITE DEVELOPMENT AND MAINTENACE OF PREMISES.
   g. under "COUNTY will", modify to state: "County will complete project bidding and project management for construction of a public drinking water well within the Premises".
   f. under "SCHOOL will, at SCHOOL's expense", modify to state: "Provide for all new three phase electrical service, electrical construction work, and supply to SCHOOL facilities and equipment from the electric service".
   k. under "SCHOOL will, at SCHOOL's expense", add: "Provide for a new public drinking water well and all associated permitting, certified operator and water testing requirements for the duration of the agreement term";
   l. under "SCHOOL will, at SCHOOL's expense", add: "Provide for new natural gas service to SCHOOL facilities and equipment".

IN WITNESS WHEREOF, COUNTY and SCHOOL hereto have caused this Amendment to be executed the day and year first above written.

COUNTY
OZAUKEE COUNTY
PLANNING AND PARKS DEPARTMENT

Date:

By:_____

Title: _____

State of Wisconsin
County of Ozaukee
This document was signed before me on

Attachment: PP_Dept_SugarMapleNatureSchool_MOA_Amendment_5.25.24_ATSFinal052824

_____(date) by

_____

_____
Notary's Signature

_____
Notary's expiration date

Notary Seal:

SCHOOL
SUGAR MAPLE NATURE SCHOOL

Date:

By:_____

Title:_____

State of Wisconsin
County of Ozaukee
This document was signed before me on

_____(date) by

_____

_____
Notary's Signature

_____
Notary's expiration date

Notary Seal:

Attachment: PP_Dept_SugarMapleNatureSchool_MOA_Amendment_5.25.24_ATSFinal052824

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Bids and Contract for Hawthorne Hills County Park – Water Well for Sugar Maple Nature School and Future Campground and Bathroom

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) completed public bidding in May 2024 for a new public drinking water well to serve the Sugar Maple Nature School (SMNS) at Hawthorne Hills County Park. Department staff released the Advertisement for Bids on May 8, 2024 and published a Class II public notice in the Ozaukee Press on May 16 and May 23, 2024. The bidding documents were posted on the Ozaukee County public bidding website and the advertisement was sent directly to 19 area well drilling companies. The scope of work includes well drilling and supplies, a well pump, pressure tank, above grade spigot, electrical connection to the pump, permitting support and site restoration.

ANALYSIS: One bid from Complete Water Inc. was publicly opened and read aloud on May 28, 2024. The bid represents a combination of lump sum and per unit costs for various project elements (see attached bid tab). Final costs may be significantly reduced based on overall well drilling depth, well capacity, and pump size requirements which will not be known until the well drilling is complete. Department staff has compared the Complete Water Inc. base bid and per unit cost amounts with prior bidding results and finds the Complete Water Inc. bid amounts to be competitive. Staff recommends awarding a contract to Complete Water Inc. based on a review of scope of work, complete and accurate bid submittal, and price. The Complete Water Inc. total bid amount is $71,592 and staff recommends adding an approximate 15% contingency ($10,739) to cover any potential change orders for a not to exceed sum of $82,331. Revenue to cover this project element expense will come from SMNS as part of the Memorandum of Agreement Amendment. The contract for this project is a standard Ozaukee County contract for public bidding and was located on the Ozaukee County bid posting webpage: <https://www.co.ozaukee.wi.us/Bids.aspx>.

FISCAL IMPACT:

Balance Current Year: $82,331 Next Year's Estimated Cost: $0

FUNDING SOURCE:

County Levy: Non-County Levy: X

Indicate source: SMNS per Agreement Amendment

RECOMMENDED MOTION: Accept the bid from Complete Water Inc. and approve a contractual services contract, contingent upon Corporation Counsel approval, with Complete Water Inc. for a not to exceed sum of $82,331, which includes an approximate 15% contingency to cover any potential change orders, for constructing and installing a public drinking water well for the Sugar Maple Nature School and future campground and bathroom at Hawthorne Hills County Park.

ATTACHMENTS:

- P&P_Dept_HHCP Well Bidders List_5.28.24 (PDF)
- P&P_Dept_HH Well Drilling Bid Tab 5.28.24 (PDF)
- P&P_Dept_HH_Campground_School Building_5.28.24 (PDF)

NATURAL RESOURCES COMMITTEE

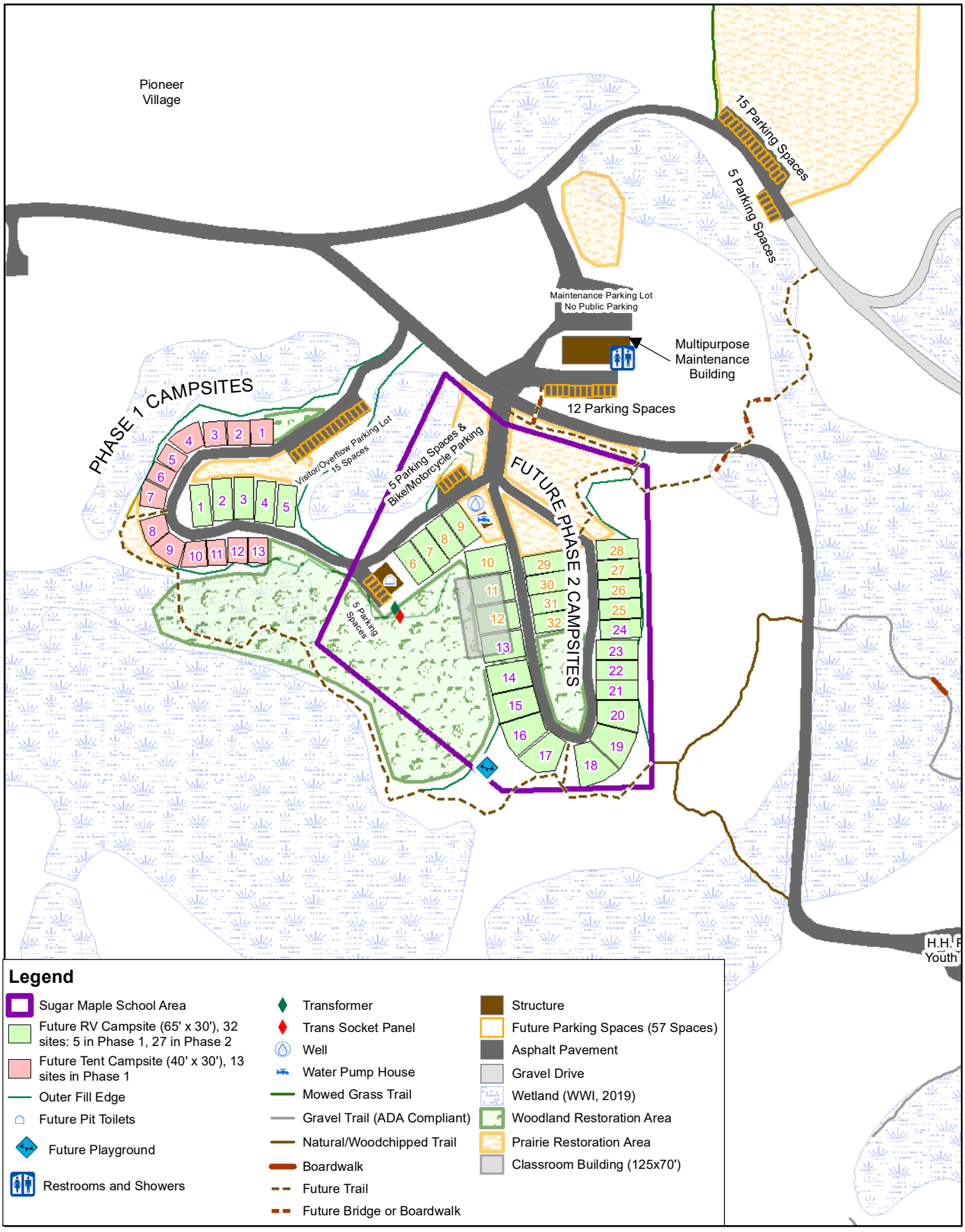
Hawthorne Hills County Park – Water Well for Sugar Maple Nature School and Future Campground and Bathroom			
5/24/2024 Planholders List			
Company Name	**Contact Name**	**Phone Number**	**Email Address**
AECOM	Eric Bartlein	(262) 389-2194	Eric.bartlein@aecom.com
Allume Architects	Laurie Karrels	(262) 825-4787	lkarrels@allumearchitects.com
Municipal Well & Pump	Scott De Young	(920) 324-3400	sdeyo@municipalwellandpump.com
BXWI	Ann Taylor	(920) 687-8782	editor@bxwi.com
Entram Corp	Jen Barnes	(888) 888-0900	contact@envirobidnet.com
PWXPress	Mary Miller	(408) 676-8941	bids@pwxpress.com
Visual Infomedia	Siva Kumar N Siva Kumar N	(347) 480-1475	techzone@visualinfomedia.com
IMS	Bid Research	(858) 490-8800	ims_bids@construction.com
Dodge Data & Analytics	jayalakshmi jayalakshmi	(857) 469-5445	jayalakshmil@construction.com
La Crosse Builders Exchange	Data Specialist	(608) 781-1819	planroom@laxbx.com
D&D Well & Pumps	Darren Johnson	(262) 567-0803	ddwellpumps06@wi.rr.com
Remington Well and Pump Service, LLC	Jeff Gassenhuber	(414) 399-0313	Service@remingtonwell.com
Blackridge Research & consulting	Venkatesh	(917) 993-7467	venkatesh@blackridgeresearch.com
Dodge	Dodge	(877) 784-9556	angelin.subazhini@construction.com
Builders Exchange of Wisconsin	Amy Harper	(920) 687-8782	editor@bxwi.com
Complete Water Inc.	Nick Holz	(920) 447-2930	nick@completewaterinc.com
American Fence Company	Doug Rigdon	(531) 329-4400	d.rigdon@americafence.com
Builders Exchange of Wisconsin	Amy Harper	(920) 687-8782	editor@bxwi.com
La Crosse Area Builders Exchange	Cheryl Walker	(608) 781-1819	Cheryl@laxbx.com
kfc	kdhyydf rr	(847) 656-3784	jayalakshmil@construction.com
Badger Well Drilling	Ryan	(920) 753-2406	badgerwelldrilling@frontier.com
Sams Well Drilling	Jake Redeker	(920) 326-5193	jaker@samswelldrilling.com

Attachment: P&P_Dept_HHCP Well Bidders List_5.28.24 (P&PDept_Bids&Contract-HH Park-Drinking Water Well for SMNS)

Hawthorne Hills County Park – Water Well for Sugar Maple Nature School and Future Campground and Bathroom					
5/28/2024 Bid Tab		Single Bid - Complete Water Inc.			
Item #	Item	Unit	Unit Cost	Est. # Units	Total Est. Cost
1	Mobilization	Lump sum	$3,350	1	$3,350
2	Upper Drilling	Per foot	$70	145	$10,150
3	Lower Drilling	Per foot	$30	205	$6,150
4	Above Ground Spigot	Lump sum	$1,000	1	$1,000
5	Bags of Cement	Per bag	$30	40	$1,200
6	Bags of Bentonite	Per bag	$10	28	$280
7	Well Pump	Lump sum	$31,452	1	$31,452
8	Pressure Tank	Lump sum	$14,010	1	$14,010
9	Site Restoration	Lump sum	$3,500	1	$3,500
10	Permitting Support	Lump sum	$500	1	$500
Total Estimated Project Cost					**$71,592**

Attachment: P&P_Dept_HH Well Drilling Bid Tab 5.28.24 (P&PDept_Bids&Contract-HH Park-Drinking Water Well for SMNS)

Hawthorne Hills Park, Future Campground



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- Natural/Woodchipped Trail
- Boardwalk
- Future Trail
- Future Bridge or Boardwalk
- Structure
- Future Parking Spaces (57 Spaces)
- Asphalt Pavement
- Gravel Drive
- Wetland (WWI, 2019)
- Woodland Restoration Area
- Prairie Restoration Area
- Classroom Building (125x70')

N

0 115 230 460 Feet

Ozaukee County Pl
March, 2024

Attachment: P&P_Dept_HH_Campground_School Building_5.28.24 (P&PDept_Bids&Contract-HH Park-Drinking Water Well for SMNS)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Submittal and Acceptance of a Rails To Trails Conservancy Trail Grant for Professional Services for Design and Engineering and Public Education and Outreach for an East West Extension of the Ozaukee Interurban Trail Along STH 60

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) is requesting funding from the Rails To Trails Conservancy (RTC) 2024 Trail Grant program for professional services for design and engineering and to support public education and outreach activities for a new multi-use off-road trail in the right-of-way along State Highway 60 between 1st Avenue in the Village of Grafton and Washington Ave in the Town of Cedarburg. The new off-road multi-use trail will address existing connectivity gaps between the Village of Grafton and the Town of Cedarburg, complement the existing future (2027-28) State Highway 60 WisDOT reconstruction project between 1st Avenue in the Village of Grafton and the Five Corners intersection in the Town of Cedarburg, connect to the existing 30-mile paved Ozaukee Interurban Trail (OIT), address several safety concerns, and facilitate coordination between the Village of Grafton, Town of Grafton, City of Cedarburg and the Town of Cedarburg on existing and planned bike and pedestrian amenities. A secured Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) grant is supporting design, engineering, and construction of the trail extension and the Department has solicited Statements of Qualifications (SOQ's) from consultants and has negotiated a contract amount ($133,387 including a 5% contingency) with Baxter & Woodman as part of the WisDOT TAP grant process. Specifically, this RTC grant will provide funding to support multiple WisDOT TAP grant requirements and deliverables including partner and municipal coordination, public education and outreach, and professional services for design and engineering under a three-party contract with Ozaukee County, WisDOT, and the selected consultant. This project is supported by the following plans: -2020 2024 County Strategic Plan <https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24> (page 12) to develop recreational and cultural destinations for tourism, residents, and businesses, the Ozaukee County Park and Open Space Plan <https://www.co.ozaukee.wi.us/645/Park-Open-Space> (page 74, 94) relating to management of the trail and maintaining the existing recreational corridor, and the Comprehensive Plan for Ozaukee County: 2035 <http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf> (page 286) to continue the development, enhancement, and management of the Ozaukee Interurban Trail.

ANALYSIS: Proposals for the RTC 2024 Trail Grant program are due June 9th, 2024 and the grant request is $25,000. There is no required match, though the Department will leverage the WisDOT TAP grant ($84,000), Department budget ($24,000) and private fundraising (~$387) to provide for the three-party professional services contract ($133,387).

FISCAL IMPACT:

Balance Current Year: NONE (Additional Revenue $25,000)

Next Year's Estimated Cost: NONE

FUNDING SOURCE: County Levy: X Non-County Levy: X

Indicate source: Rails to Trails grant (pending), WisDOT TAP grant (secured), private fundraising and Department budget.

RECOMMENDED MOTION: Approve the submittal and acceptance of a grant application by the Planning and Parks Department to the Rails To Trails Conservancy 2024 Trail Grant for professional services for design and engineering and public education and outreach for an East/West Extension of the Ozaukee Interurban Trail along STH 60.

ATTACHMENTS:

- NRC06062024_Rails To Trails 2022 Trail Grant_Grant Application Summary_ATSFinal052824(PDF)
- P&P_Dept_RFP 2024 Trail Grant, Rails to Trails Conservancy (PDF)
- P&P_Dept_OzaukeeCtyP&P_VGrafton5CornersOITConnection_Map (PDF)

NATURAL RESOURCES COMMITTEE

GRANT APPLICATION SUMMARY

Project Name: East/West Extension of the Ozaukee Interurban Trail along STH 60
Grant Name/Agency: Rails to Trails Conservancy, 2024 Trail Grants **CFDA/State ID:**
Department: Planning & Parks **Exp Acct.** **Preparer:** Matt Aho
Total Project Amount: $133,387 **Grant Match Required:** 0% **Rev Acct.** **Approver:** Andrew Struck

Strategy: (Linkages to other planning efforts)
- POSP for Ozaukee County (p. 131)
- Comprehensive Plan for Ozaukee County (p. 286)
- Strategic Plan: Enhance Quality of Life Assets Goals, develop recreational and cultural destinations (P. 12)
- SEWRPC's Vision 2050 VIII, Second Edition Recommended Reg. Land Use and Transportation Plan (p. 48)

Project Scope and Expectations
- 9,400 ft of off-road trail construction including boardwalk over wetland
- Design and engineering
- Public education and outreach activities
- Coordination with municipalities

Other Grants Supporting Project	Status	Amount
WDOT TAP Grant	Secured	$84,000
Private fundraising	Secured	$387

Project Partners:
- Municipalities
- SEWRPC
- WisDOT

Project Landowner Upon Completion:
- State of Wisconsin

GRANT EXPENSE	
Operational Expense	**$**
Capital Expense	**$**
Contractual (D&E)	$25,000
TOTAL	**$25,000**
% PROJECT	**19%**

GRANT/PROJECT MATCH	
Operational Match	**$**
Contractual/Dept Budget	$24,000
Other Grants	**$**
WDOT TAP Grant	$84,000
Private fundraising	$387
TOTAL	**$108,387**
% MATCH	**81%**

GRANT SUPPORTED STAFF	
Positon	**$**
TOTAL	**$0**

DEPARTMENT REVENUES	
Department	**$**
TOTAL	**$0**

Project Risks:	Comments
▪ Project dependent on competitive grant funding	▪ Overall estimated costs for three party contract
▪ Project dependent on private fundraising	▪ Overall costs ~$133,387
▪ Timelines & permitting	▪ WisDOT coordination - STH 60 resurfacing project
▪ Municipal coordination	▪ Serve as match for other grants

Major Milestones	Date
Proposal due	Jun-24
Grant award	Fall 24
Final Project Report due to RTC	Sep-25

Attachment: NRC06062024_Rails To Trails 2022 Trail Grant_Grant Application Summary_ATSFinal052824

RAILS TO Trails conservancy

Donate

Trail Grant Eligibility Requirements

California's Richmond Greenway | Photo courtesy RTC

RTC's **trail grant programs** supports organizations at all levels—from local and national nonprofits to public agencies—with a focus on community-based leadership and engagement and long-term impact.

In 2024, RTC will award approximately $200,000 to organizations and local agencies that are working to develop and connect equitable trail networks. To support a wide variety of projects and programs that reflect elements of the **TrailNation Playbook**, grant amounts will range between $5,000 and $25,000.

2024 Trail Grants

The grant application period is currently open. Apply for grants by June 9 at 11:59 p.m. Eastern Time.

Apply for 2024 Trail Grants

Grant Worksheet (.docx)

Learn more about **eligibility requirements**.

Timeline and Grant Accountability

Attachment: P&P_Dept_RFP 2024 Trail Grant, Rails to Trails Conservancy

Privacy - Terms

- May 9, 2024 – Online Application process opens
- June 9, 2024 – Application must be submitted by 11:59 p.m. Eastern Time
- Fall 2024 – RTC will announce grants
- September 31, 2025 – Final Project Report due to RTC

Sign Up For Grant Alerts

Grant Eligibility Requirements

RTC will review and evaluate all applications and award grants to projects based on the following criteria:

Project should support one or more of the following strategies in the **TrailNation Playbook** listed below.

- **Project Vision** *(e.g. developing a local or regional vision)*
- **Coalition Building** *(e.g. cultivating stakeholder and political support)*
- **Gap-filling Strategy** *(e.g. acquisition strategies)*
- **Mapping and Analytics** *(e.g. mapping the network, equitable connectivity analysis)*
- **Investment Strategy** *(e.g. securing matching funds, identifying and pursuing funding opportunities)*
- **Engagement** *(e.g. inclusive community engagement, user activation, and events)*

The project must serve or plan to serve multiple user types (e.g., bicycling, walking/hiking or horseback riding) and be considered a rail-trail, greenway, multi-use trail or shared-use path.

Eligible grantees include: non-profit organizations; state, regional, local or tribal government agencies; and other organizations. Private individuals may not apply.

Projects must be initiated by September 2025.

To apply for a grant—all applicants must register to **join RTC's TrailNation Collaborative**. Registration is free and only requires an email address. Collaborative members have access to free webinars and monthly newsletters.

Only one application per group/agency will be accepted.

Preference will be given to projects that commit to **increasing equitable access** to trail networks.

Grant Check List

✓ I have registered for **RTC's TrailNation Collaborative**.

✓ I have thoroughly read the guidelines above and confirmed my eligibility to apply.

✓ I have reviewed the Grant Application Worksheet and am prepared to submit all necessary information including:

Attachment: P&P_Dept_RFP 2024 Trail Grant, Rails to Trails Conservancy

1. Description of how this project supports **RTC's commitment to creating more equitable access to the outdoors**
2. Relevance to **TrailNation Playbook**
3. Project map

✓ I am able to apply for this grant on behalf of my organization.

✓ **Apply online.**

TrailNation Collaborative

Collaborative members enjoy meaningful conversations and connections—including monthly online dialogues and **regular interactive virtual gatherings**, the **TrailNation Playbook** that delivers a compendium of best practices, technical assistance, in-person events and opportunities to engage with each other in the **dedicated Facebook group**. Members also receive a regular newsletter with updates on trail network development across the country.

RTC was grateful to award 30 grants for a total of $348,000 in 2023.

The 2023 grantees will make a powerful impact in the communities they serve—bringing new infrastructure and programming to make it more equitable for people to safely walk, bike and be active outside right where they live.

Learn about 2023 Grantees

Stay Connected With Our Community

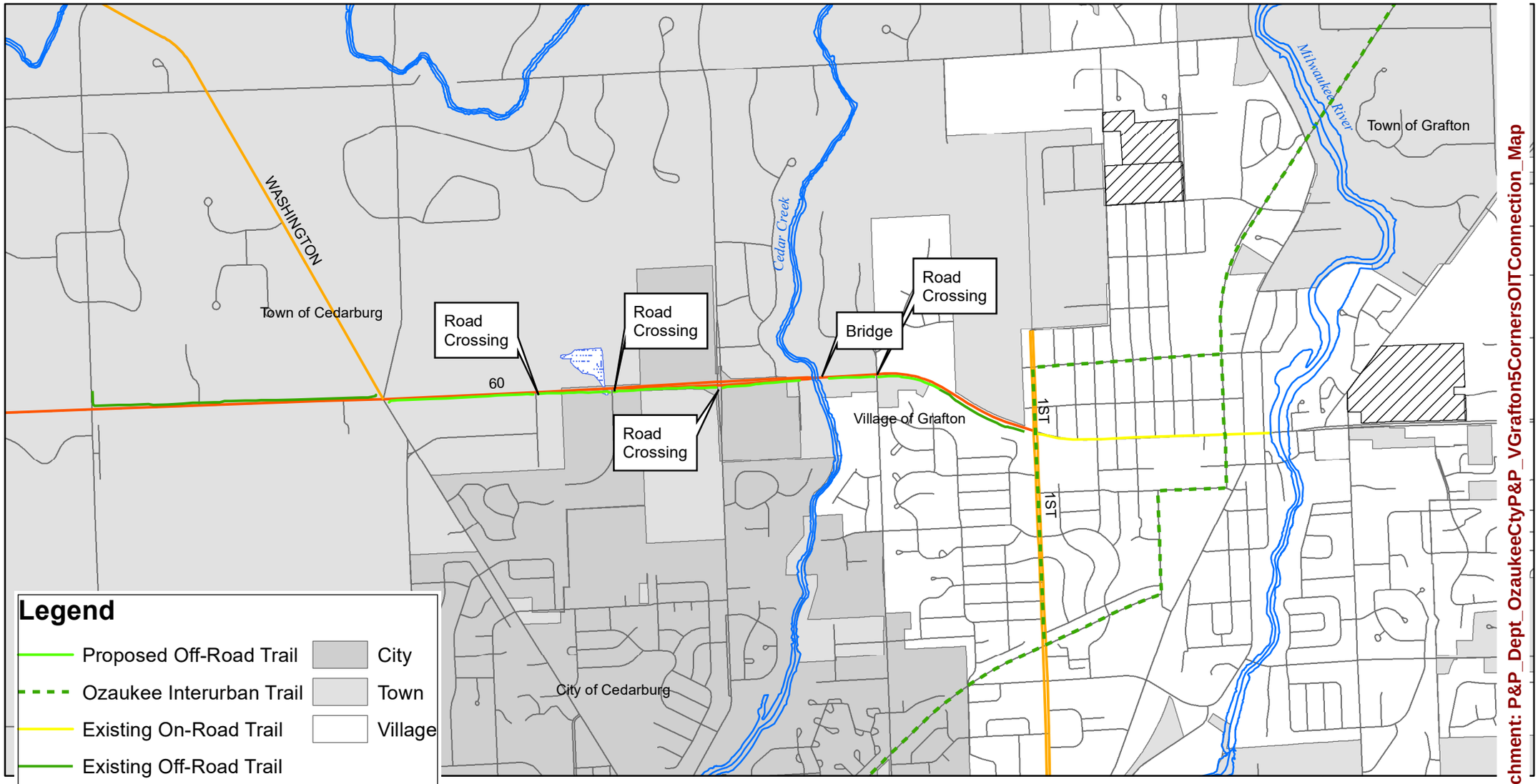
Email Address

Zip Code

Subscribe

Attachment: P&P_Dept_RFP 2024 Trail Grant, Rails to Trails Conservancy

Proposed Trail Construction - State Highway 60
From 1st Ave to Washington Ave



Legend

- Proposed Off-Road Trail
- Ozaukee Interurban Trail
- Existing On-Road Trail
- Existing Off-Road Trail
- State Highway 60
- 1st Ave
- Washington Ave
- River and Creek
- Road Centerline
- Wetland (WWI, 2019)
- Public Schools
- City
- Town
- Village

Attachment: P&P_Dept_OzaukeeCtyP&P_VGrafton5CornersOITConnection_Map

Ozaukee County ... pt.
July, 2023

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Submittal and Acceptance of a U.S. Department of Transportation - Federal Highway Administration Active Transportation Infrastructure Investment Program Grant for Professional Services for Design and Engineering for Repaving Municipal-Managed portions of the Ozaukee Interurban Trail

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) is requesting funding from the U.S. Department of Transportation (USDOT), Federal Highway Administration (FHWA) Active Transportation Infrastructure Investment Program (ATIIP) for professional services for design and engineering for three project tasks: 1) repaving, reshouldering and widening of non-compliant sections (~ 3.7 miles) of the 14-miles of municipal-maintained Ozaukee Interurban Trail (OIT) in the Cities of Mequon, Cedarburg and Port Washington and Villages of Grafton and Thiensville; 2) a new 3,840-foot multi-use paved trail segment at Clay Bluffs Cedar Gorge Nature Preserve (CBCGNP) in the City of Port Washington; and 3) a new 3,580-foot multi-use paved trail segment at the Little Menomonee Fish and Wildlife Preserve County Park (LMFWP) in the City of Mequon. The OIT is a 30-mile multi-use pedestrian/bicycle trail that crosses the entire County from South to North and follows the route of the former Interurban Electric Railway and is also a key part of the Route of the Badger initiative. The OIT pavement is over 22 years old and is breaking down significantly in some areas. Repaving the trail is required to maintain the quality of the pavement and make it safe for all trail users, especially as trail visitation has increased since the start of the pandemic. Re-paving the trail will also protect the investments of several recent culvert replacement and re-shouldering projects. The Department received a Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) grant in 2023 to repave and reshoulder the County-managed portion of the OIT. To maintain the entire trail's continued safe use, repaving the 14-miles of municipal-maintained portion is needed and will remedy existing potholes, erosion, and cracked pavement. Shouldering is also required throughout the trail to assist with drainage and pavement protection. Finally, there are approximately 3.7 miles of the municipal-managed sections in the City of Cedarburg and a portion of the Village of Grafton from North Avenue to the Ozaukee Interurban Trail bridge over the Milwaukee River that are approximately 8' wide and out of compliance to the meet the minimum 10' width requirements per the WisDOT Wisconsin Bicycle Facility Design Handbook. The ATIIP funds will support design and engineering of these OIT improvements in the municipal-managed sections.

The proposed paved multi-use trail within CBCGNP is approximately 3,840 linear feet, or 0.73-miles, in length in the City of Port Washington parallel to County Highway C (CTH C). The proposed section would ultimately be a part of a larger off-road, multi-use trail within the right-of-way of CTH C connecting to the Ozaukee Interurban Trail in downtown Port Washington to the north and Lion's Den Gorge Nature Preserve to the south. The proposed paved multi-use trail within the LMRFWP includes 1) a 1,425-foot multi-use trail along the eastern side of the Little

Menomonee River and 2) a 2,250-foot multi-use trail along the southern property boundary connecting to W. Mequon Road and Poplar Drive. This proposed multi-use trail can serve as an east/west connection for the City of Mequon's Bikeway System Plan existing and planned routes. The ATIIP funding will also support design and engineering for these trail improvements in the Ozaukee County Park System. This project is supported by the following plans: -2020 2024 County Strategic Plan <https://www.co.ozaukee.wi.us/DocumentCenter/View/14493/Ozaukee-County-Strategic-Plan-2020-24> (page 12) to develop recreational and cultural destinations for tourism, residents, and businesses, the Ozaukee County Park and Open Space Plan <https://www.co.ozaukee.wi.us/645/Park-Open-Space> (page 74, 94) relating to management of the trail and maintaining the existing recreational corridor, and the Comprehensive Plan for Ozaukee County: 2035 <http://www.sewrpc.org/SEWRPCFiles/Publications/CAPR/capr-285-comp-plan-for-ozaukee-co.pdf> (page 286) to continue the development, enhancement, and management of the Ozaukee Interurban Trail.

ANALYSIS: The Department has solicited design and engineering proposals for these three project elements to assist with overall project budgeting and associated grant submittals. Proposals to the USDOT ATIIP program are due June 17, 2024. The total funding request is $170,880. A 20% ($42,720) local match share of the total project cost is required, which would come from municipal donations, park development grants, and private fundraising for a total project cost of $213,600. It is anticipated that the County Highway Department will be contracted (local force account) for the Ozaukee County Park System construction work (pending any unknown grant requirements).

FISCAL IMPACT: Balance Current Year: NONE

Next Year's Estimated Cost: NONE (Additional Revenue $213,600)

FUNDING SOURCE: County Levy: Non-County Levy: X

Indicate source: USDOT FHWA ATIIP grant (pending), municipal donations, park development grants (pending) and private fundraising

RECOMMENDED MOTION: Approve the submittal and acceptance of a grant application by the Planning and Parks Department to the U.S. Department of Transportation Federal Highway Administration Active Transportation Infrastructure Investment Program for professional services for design and engineering for repaving, reshouldering and widening of non-compliant sections (~ 3.7 miles) of the 14-miles of municipal-maintained Ozaukee Interurban Trail and new multi-use trail segments in the Ozaukee County Park System.

ATTACHMENTS:

- P&P_Dept_NOFO USDOT (PDF)
- NRC06062024_ACTIIP_Grant Application Summary_ATSFinal052824 (PDF)
- P&P_Dept_Interurban_CountyManagedProjectArea6.19.23 (PDF)
- P&P_Dept_CBCGNP ConceptualSitePlan_3.13.2024 (PDF)
- P&P_Dept_LMRFWP Master Map, BMW 3.12.2024 (PDF)

NATURAL RESOURCES COMMITTEE

U.S. DEPARTMENT OF TRANSPORTATION
Federal Highway Administration

Notice of Funding Opportunity for Fiscal Year 2023 Active Transportation Infrastructure Investment Program

AGENCY: U.S. Department of Transportation (DOT), Federal Highway Administration (FHWA).

ACTION: Notice of Funding Opportunity

SUMMARY:

The purpose of this Notice of Funding Opportunity (NOFO) is to solicit applications for Fiscal Year (FY) 2023 Active Transportation Infrastructure Investment Program (ATIIP) grants and will result in the distribution of up to $44,550,000. The actual amount available to be awarded under this NOFO will be subject to the availability of funds.

Funds made available for FY 2023 for ATIIP are to be awarded on a competitive basis to construct eligible projects to provide safe and connected active transportation facilities in an active transportation network or active transportation spine. *See* Section 11529(a) of the Bipartisan Infrastructure Law (BIL), enacted as the Infrastructure Investment and Jobs Act (Pub. L. 117-58). This NOFO describes the application requirements, selection and evaluation criteria, applicable program and Federal requirements, and available technical assistance during the grant solicitation period.

DATES:

Applications must be submitted electronically through grants.gov no later than 11:59 p.m., Eastern Standard Time, on Monday, June 17, 2024 (the "application deadline"). Applicants are encouraged to submit applications in advance of the application deadline; however, applications will not be evaluated, and awards will not be made, until after the application deadline.

FHWA plans to conduct outreach regarding ATIIP in the form of a virtual meeting on Tuesday, April 9, 2024, at 11:00 a.m. Eastern Standard Time. To join the Webinar, and to get teleconference line information for the audio portion of the Webinar, follow the instructions posted on https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. The Webinar will be recorded and posted on FHWA's Website at https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. A Telephone Device for the Deaf (TDD) is available for individuals who are deaf or hard of hearing at (202) 366-3993.

There will be an additional virtual meeting for Tribal nations on Wednesday, April 10, 2024, at 9:00 a.m. Eastern Standard Time. To join the Webinar, and to get teleconference line information for the audio portion of the Webinar, follow the instructions posted on https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. The Webinar will be recorded and posted on FHWA's Website at

Attachment: P&P_Dept_NOFO USDOT (P&PDept_SubmitAccept_USDOTFHAGrant_ATIIP_E&DMunicipalOITSections)

https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/. A Telephone Device for the Deaf (TDD) is available for individuals who are deaf or hard of hearing at (202) 366-3993.

ADDRESSES:

Applications must be submitted electronically through grants.gov. Refer to Catalog of Federal Domestic Assistance Number: 20.205.

FOR FURTHER INFORMATION CONTACT:

Kenan Hall
Agreement Specialist
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-366-1533

Alternate:

Hector Santamaria
Agreement Officer/Team Leader
Office of Acquisition and Grants Management
Federal Highway Administration
U.S. Department of Transportation
1200 New Jersey Avenue, SE.
Washington, DC 20590
Email: ATIIP@dot.gov (preferred)
Phone: 202-493-2402

Office hours are from 7:30 a.m. to 4:00 p.m., Eastern Standard Time, Monday through Friday, except Federal holidays.

FHWA will not review applications in advance, but FHWA staff are available for general questions about ATIIP and this NOFO. FHWA will not provide technical assistance for specific applications, including providing guidance on how to address any information that should be included in an application. However, FHWA will respond to, and publicly post, questions received about this NOFO; the deadline to submit technical questions and requests for clarification is Friday, May 3, 2024. FHWA intends to post answers to questions and requests for clarification at https://www.fhwa.dot.gov/environment/bicycle_pedestrian/atiip/ and on FHWA's BIL Guidance Website at Bipartisan Infrastructure Law – Guidance | Federal Highway Administration (dot.gov). To ensure applicants receive accurate information about eligibility or the program, each applicant is encouraged to contact FHWA directly, rather than through intermediaries or third parties, with questions.

Attachment: P&P_Dept_NOFO USDOT (P&PDept_SubmitAccept_USDOTFHAGrant_ATIIP_E&DMunicipalOITSections)

GRANT APPLICATION SUMMARY

Project Name: Design and Engineering for OIT Improvements and Park System Trails
Grant Name/Agency: Active Transportation Infrastructure Investment Program **CFDA/State ID:**
Department: Planning & Parks **Exp Acct.** **Preparer:** Matt Aho
Total Project Amount: $213,600 **Grant Match Required:** 20% **Rev Acct.** **Approver:** Andrew Struck

Strategy: (Linkages to other planning efforts)
- POSP for Ozaukee County (p. 74, 94)
- Comprehensive Plan for Ozaukee County (p. 286)
- Strategic Plan: Enhance Quality of Life Assets Goals, develop recreational and cultural destinations (P. 9, 12)

Project Scope and Expectations
- D&E for improvements of the 14-miles of municipal-maintained OIT
- Address existing safety issues due to increased usage and the age of the OIT
- D&E for a new 3,580-foot multi-use paved trail segment at the LMFWPCP
- D&E for a new 3,840-foot multi-use paved trail segment at CBCGNP

Other Grants Supporting Project	Status	Amount
Donations, Fundraising		$42,720

Project Partners:
- Ozaukee County Highway Department
- Local municipalities
- US DOT

Project Landowner Upon Completion:
- WE Energies

GRANT EXPENSE	
Operational Expense	**$**
Capital Expense	**$**
Contractual (D&E)	$170,880
TOTAL	**$170,880**
% PROJECT	**80%**

GRANT/PROJECT MATCH	
Operational Match	**$**
Other Grants	**$**
Donations, Fundraising	$42,720
TOTAL	**$42,720**
% MATCH	**20%**

GRANT SUPPORTED STAFF	
Positon	**$**
TOTAL	**$0**

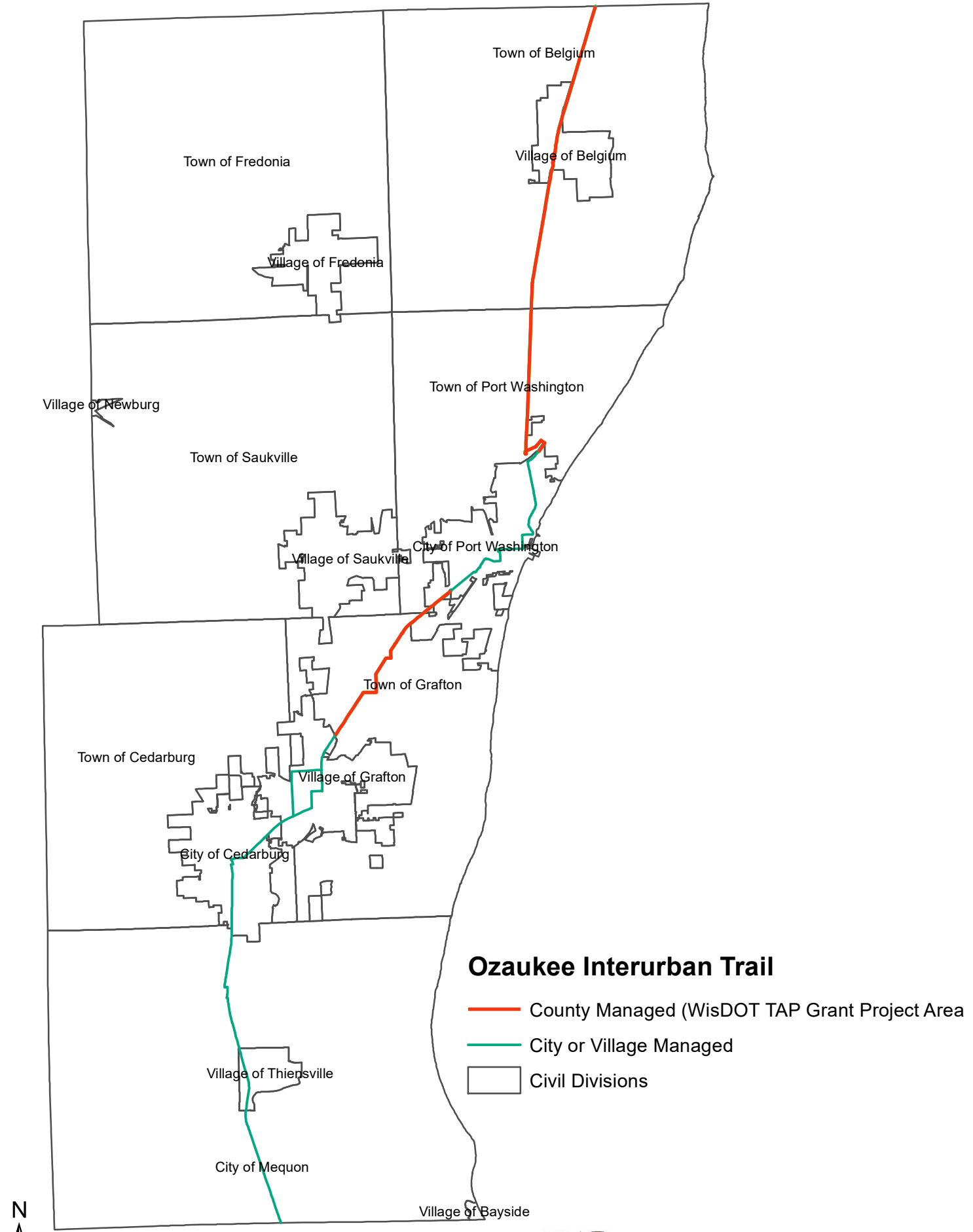
DEPARTMENT REVENUES	
Department	**$**
TOTAL	**$0**

Project Risks:	Comments
▪ Project dependent on competitive grant funding	▪ Park Trail Construction by HWY Department
▪ Project dependent on local municipal donations	▪ Overall estimated costs ~ $213,600
▪ Project dependent on private fundraising	▪ Serve as match for other grants
▪ Timelines & permitting	
▪ Municipal coordination	

Major Milestones			Date
Proposal due			Jun-24
Grant award			Dec-24
Design and Engineering			Dec-26
Final Reporting			Dec-26
Duration:	2 yrs	**Extension:**	NA

Attachment: NRC06062024_ACTIIP_Grant Application Summary_ATSFinal052824

Ozaukee Interurban Trail - County vs. City/Village Management
WisDOT TAP Grant Trail Repaving Project Area



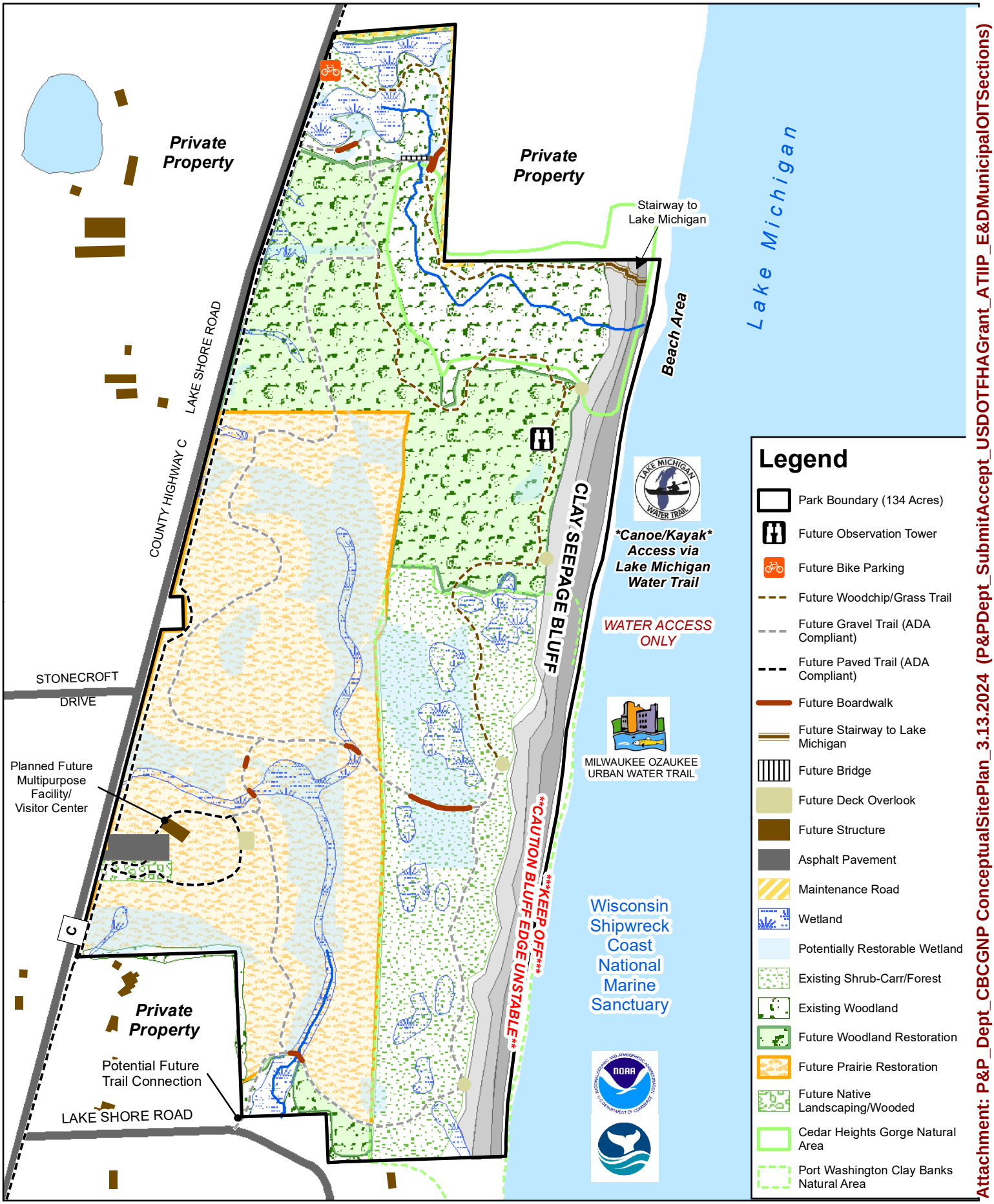
Attachment: P&P_Dept_Interurban_CountyManagedProjectArea6.19.23

Ozaukee County Planning a *t*
June, 2023

FINAL DRAFT

Clay Bluffs Cedar Gorge Nature Preserve

Lake Shore Road, Grafton, WI 53024



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Ozaukee County Parks Reservations:

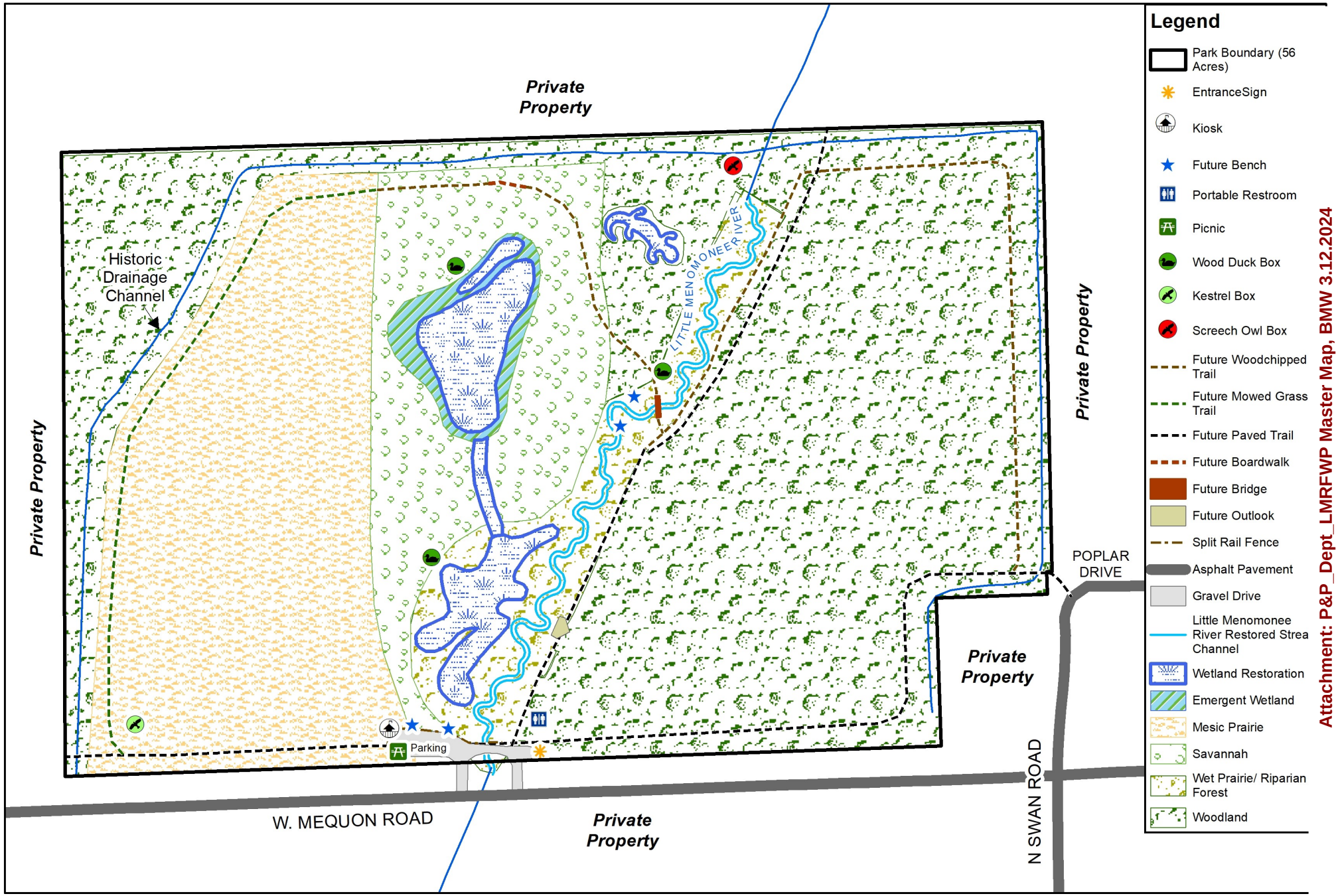
Map Produced by Ozaukee County Planning

Attachment: P&P_Dept_CBCGNP ConceptualSitePlan_3.13.2024 (P&PDept_SubmitAccept_USDOTFHAGrant_ATIIP_E&DMunicipalOITSections)

FINAL DRAFT

Little Menomonee River Fish and Wildlife Preserve County Park

9104 W Mequon Road, Mequon, WI 53097



Attachment: P&P_Dept_LMRFWP Master Map, BMW 3.12.2024

0 250 500 Feet

N

Ozaukee County Parks Reservations:

Map Produced By. Ozaukee County Planning and Parks Department

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Proposals and Contract for Professional Services for Design and Engineering for Repaving County-Managed Portions of the Ozaukee Interurban Trail

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) has solicited proposals from consultants to provide design and engineering services for repaving the County-managed portions of the Ozaukee Interurban Trail (OIT). A secured Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) grant will support contracting with a paving company to repave and reshoulder the County-managed portion (approximately 13 miles) of the OIT. The WisDOT TAP grant requires design and engineering completed by a third-party consultant. During the TAP grant award process, WisDOT also completed a local force account determination study and determined that local force account support cannot be used for project construction. Repaving the trail will address existing safety issues due to increased usage and the age of the trail and protect the investments of recent culvert replacement and reshouldering projects.

ANALYSIS: The Department issued a Request for Proposals (RFP) on March 25, 2024 for design and engineering services including public bidding support and costs, directly solicited RFPs from 22 consulting firms, and posted the RFP to the Ozaukee County website. Consultants were required to submit proposals including an overview of project understanding and approach, firm background and personnel experience, provide project costs and demonstrate reliability of the firm through similar recent projects. No proposals were received by the original due date of April 19, 2024. Department staff subsequently solicited and received proposals from raSmith (consultant for the County Trunk Highway W reconstruction and restoration project) and Baxter & Woodman (recommended consultant for the east west extension of the OIT along STH 60 project). The proposals were reviewed for completeness, technical merit, relevant consultant experience, staff qualifications, understanding of WisDOT design process and associated requirements, cost and additional details necessary to meet critical project goals and schedules. raSmith demonstrated their experience and expertise in similar projects throughout their proposal and provided specific details regarding key personnel, timeline, expert qualifications, and experience on similar WisDOT TAP-funded projects. This professional services contract does not require a three-party agreement with WisDOT as none of the funding for engineering and design is provided by the grant (all local match). The raSmith proposal cost is $90,400 and the Baxter & Woodman proposal cost is $111,005. Staff recommends awarding a two-party contract to raSmith including a 15% contingency ($13,560) to cover any change orders for a total not to exceed sum of $103,960. Project costs are provided for by the County Project funding as authorized by Resolution 22-48. This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department.

FISCAL IMPACT: Balance Current Year: $103,960 Next Year's Estimated Cost: NONE

FUNDING SOURCE: County Levy: X Non-County Levy: X

Indicate source: Ozaukee County Project funding and donations

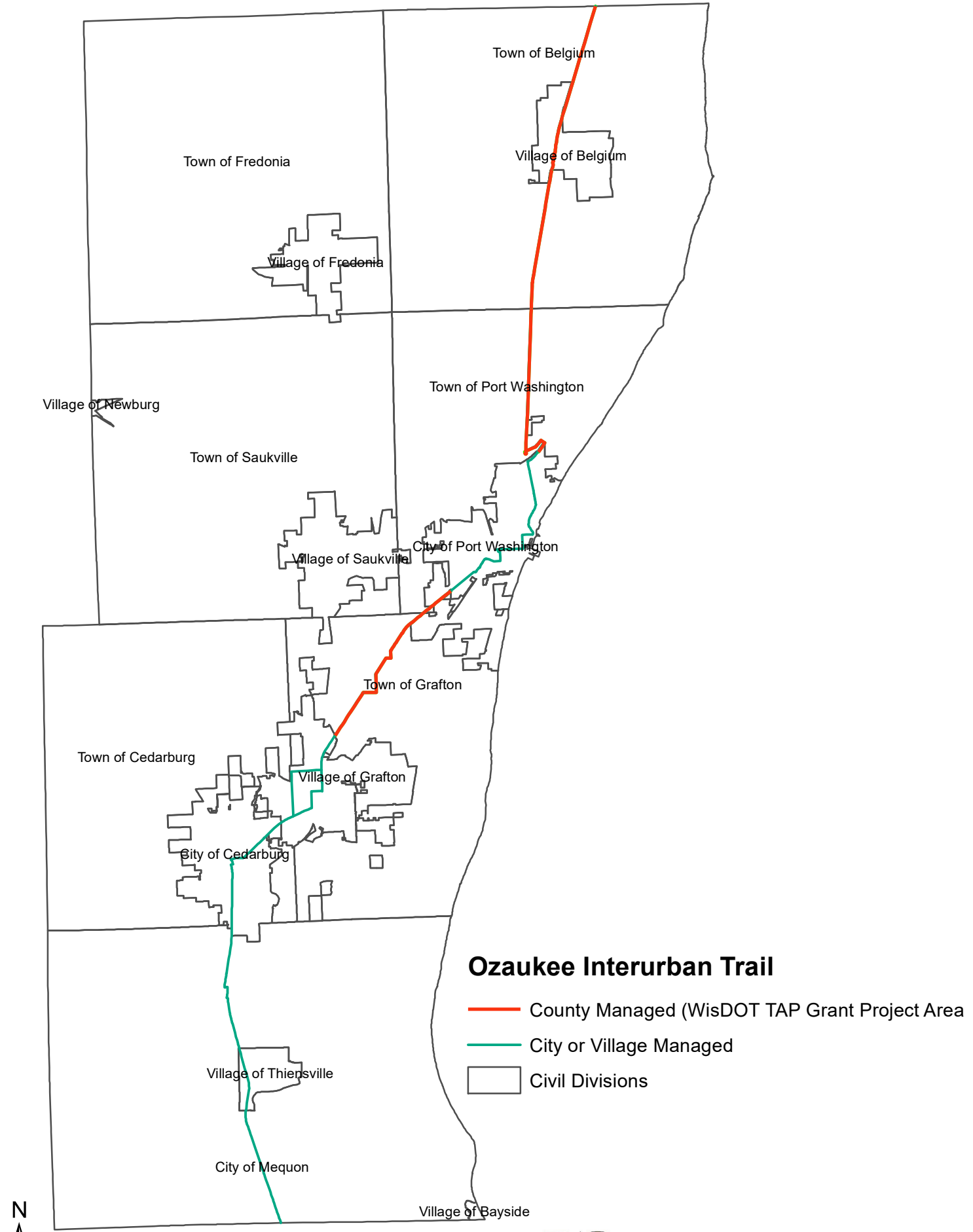
RECOMMENDED MOTION: Approve negotiation and signing of a two-party professional services contract by the Planning and Parks Department with raSmith for a not to exceed sum of $103,960, which includes an approximate 15% contingency, for design and engineering services for repaving and reshouldering the County-managed portions of the Ozaukee Interurban Trail. This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department.

ATTACHMENTS:

- P&P_Dept_Interurban_CountyManagedProjectArea6.19.23 (PDF)
- NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects (PDF)

NATURAL RESOURCES COMMITTEE

Ozaukee Interurban Trail - County vs. City/Village Management
WisDOT TAP Grant Trail Repaving Project Area



Ozaukee County Planning a *t*
June, 2023

Attachment: P&P_Dept_Interurban_CountyManagedProjectArea6.19.23 (P&PDept_ProposalsContract_E&DServices_RepavingCounty-

May 21, 2024

raSmith

CREATIVITY BEYOND ENGINEERING

Design and Engineering Services:

Ozaukee County

Interurban Trail Repaving and Reshouldering and New Multi-Use Trail Segments

Attachment: NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects

(262) 781-1000
rasmith.com

W62 N588 Washington Ave, Suite 201
Cedarburg, WI 53012-2074

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Cover Letter

May 21, 2024

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W62 N588 Washington Ave, Suite 201
Cedarburg, WI 53012-2074

Mr. Matt Aho
Program Manager
Ozaukee County Planning and Parks Department
121 W. Main Street
Port Washington, WI 53074

RE: Request for Proposals | Design and Engineering Services for the Ozaukee Interurban Trail Repaving and Reshouldering Project and New Multi-Use Trail Segments in the Ozaukee County Park System

Dear Mr. Aho,

raSmith is pleased to be considered to provide design and engineering services for the Ozaukee Interurban Trail Repaving and Reshouldering Project and New Multi-Use Trail Segments in the Ozaukee County Park System. We are very excited about the opportunity to provide exceptional service for this project. The following key strengths set us apart.

Extensive Experience

raSmith's municipal services division serves only local municipalities, so all staff are sensitive to the needs of each client they serve. We are knowledgeable and trusted in the industry. Our municipal staff of engineers, technicians, and specialists enables us to provide the appropriate personnel with the applicable experience.

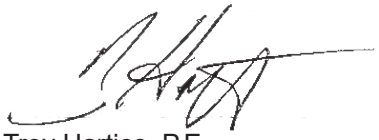
Project Approach

Our reputation as a trusted advisor to our clients revolves around our ability to solve even the most complex challenges in a common sense and cost-effective manner. While we certainly draw from our experience, we look at each project individually to identify and recommend the best solutions. raSmith understands the scope of services required for a successful project and has provided similar services for our community clients. Our approach in this proposal details how we will meet the project requirements within the specified time frame.

Staff Availability

Our team has the capacity to focus on the specific needs of your project right away. raSmith has a reputation of delivering projects on time while maintaining the highest quality standards for our clients. We are confident in our ability to provide unmatched design and engineering services for Ozaukee County as shown in our proposal. We are prepared to exceed your expectations with an experienced and committed project team.

Sincerely,
raSmith



Troy Hartjes, P.E.
Senior Project Manager
Primary Project Contact
troy.hartles@rasmith.com
(262) 317-3305

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Project Understanding/Approach

The Ozaukee Interurban Trail primarily follows the route of the defunct interurban electric passenger rail line first operated in 1907 by the Milwaukee Northern Railway, which provided service between Milwaukee and Sheboygan via Ozaukee County by the end of 1908. The railroad line was abandoned in 1948 with the Wisconsin Electric Power Company maintaining ownership of the former railroad rights-of-way. In the mid-1970s, sections of the former railroad began being converted into bike paths. Between 1998 and 2002, the Ozaukee Interurban Trail was completed from the south to north borders of Ozaukee County on land leased from the Wisconsin Electric Power Company (now does business as We Energies, with American Transmission Company also operating high voltage transmission lines on portions of the right-of-way).

After 20-plus years of use, the pavement on the Ozaukee Interurban Trail is at the end of its service life. This project will entail replacing or reconditioning the asphalt surface and reshouldering approximately 13.1 miles of off-road portions of the trail in the Towns of Grafton, Port Washington, and Belgium, and the Village of Belgium; excluding road crossings, boardwalks, and bridges.

The project has been awarded a WisDOT Transportation Alternatives Program (TAP) grant for project construction and will follow the procedures as defined in the WisDOT “Sponsor’s Guide to Non-Traditional Transportation Project Implementation.” This includes all components and operations necessary to complete an environmental document (presumed to be a “Categorical Exclusion Criteria Checklist”) as well as WisDOT’s 30%/60%/90%/PS&E process including a Perpetuation Design Study Report (DSR), and Traffic Management Plan (TMP) among other WisDOT documents. It will also follow WisDOT’s utility coordination forms and guidelines. The detailed schedule and task list are on the following page to provide an approximate timeframe to follow the DOT process/requirements.

Since the project will consist primarily of a pavement replacement/reconditioning, survey can be limited to areas where needed for design changes, permitting, and public and private utilities; and to establish any control or benchmarks as needed for construction. Since the construction will occur on top of a defunct railroad bed, little need for excavation below the subgrade is anticipated. The actual “design” of the new reconditioned path will primarily consist of utilizing aerials and County GIS mapping to prepare exhibits with typical sections and construction methods to rehabilitate the existing path. We are assuming either a pulverization and re-pave or a mill and overlay, pending some preliminary discussions and impacts on the surrounding area. The intent is to minimize the disturbance outside the pathway to streamline the DOT process.

The project will be a local bid by the County, and a construction manual and project specifications will be prepared as necessary to meet WisDOT requirements and the needs of local bidding.

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Project Understanding/Approach

Ozaukee Interurban Trail – Task 1 – Task List and Schedule

The following schedule outlines the tasks and approximate week the DOT submittals could be submitted. As this schedule moves forward, the actual design will be incorporated into the schedule and the progress of the design will follow the same timeline. The intent will be to have the 30% design completed by early July, the 60% design completed by early August, and the plans ready for bidding by September. We will visit the path with the County in July and after the 30% submittal determine if any survey and detailed designs are required for any area.

June 15, 2024	Notice to Proceed; CDR / SMA (provided by WisDOT)
June 17, 2024	OPM (Operational Planning Meeting)
	a. Invite Utilities (We Energies / ATC)
June 18, 2024	Tribal Notification Letters Sent
	a. Project Overview Map
	b. Project Scope
	Utility Notifications (DT1077) Sent
	a. Project Overview Map
	Section 106 / History/Archaeology Screening Requested (DT1030)
	RR Coordination Start (WisDOT)
	USFWS Consultation (IPAC)
July 1, 2024	Field Work/Survey Complete; Public Involvement Plan (PIP) Complete
	Phase 1 Hazmat Assessment Complete (Potentially Exempt)
	a. Project Overview Map
	b. One page description
	c. Two weeks for response
	Soils Report Complete
	Pavement Design Report (PDR) Complete
	Section 106 Signed
	DNR Initial Concurrence
July 8, 2024	30% PSE; DT1078 Forms Sent
July 15, 2024	Draft CEC Submitted
August 1, 2024	60% PSE
	Perpetuation Design Study Report (DSR) Complete
	Traffic Management Plan (TMP) 60% Complete
	DNR Final Concurrence / Permits (Online)
August 15, 2024	Stormwater Management Plan (First Page)
September 1, 2024	Transportation Management Plan (TMP) 90% Complete
	Utility Plan Coordination Complete, RR Coordination Complete
	R/E Acquisition (Cert 1) Complete; Draft/PrePSE
September 10, 2024	Project Proposal Certification; Construction Bid Letting Checklist
September 15, 2024	Final PSE
September 25, 2024	Advertisement Date #1
October 2, 2024	Advertisement Date #2
October 9, 2024	Bid Opening

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Ozaukee Interurban Trail – Task 2, 3, and 4

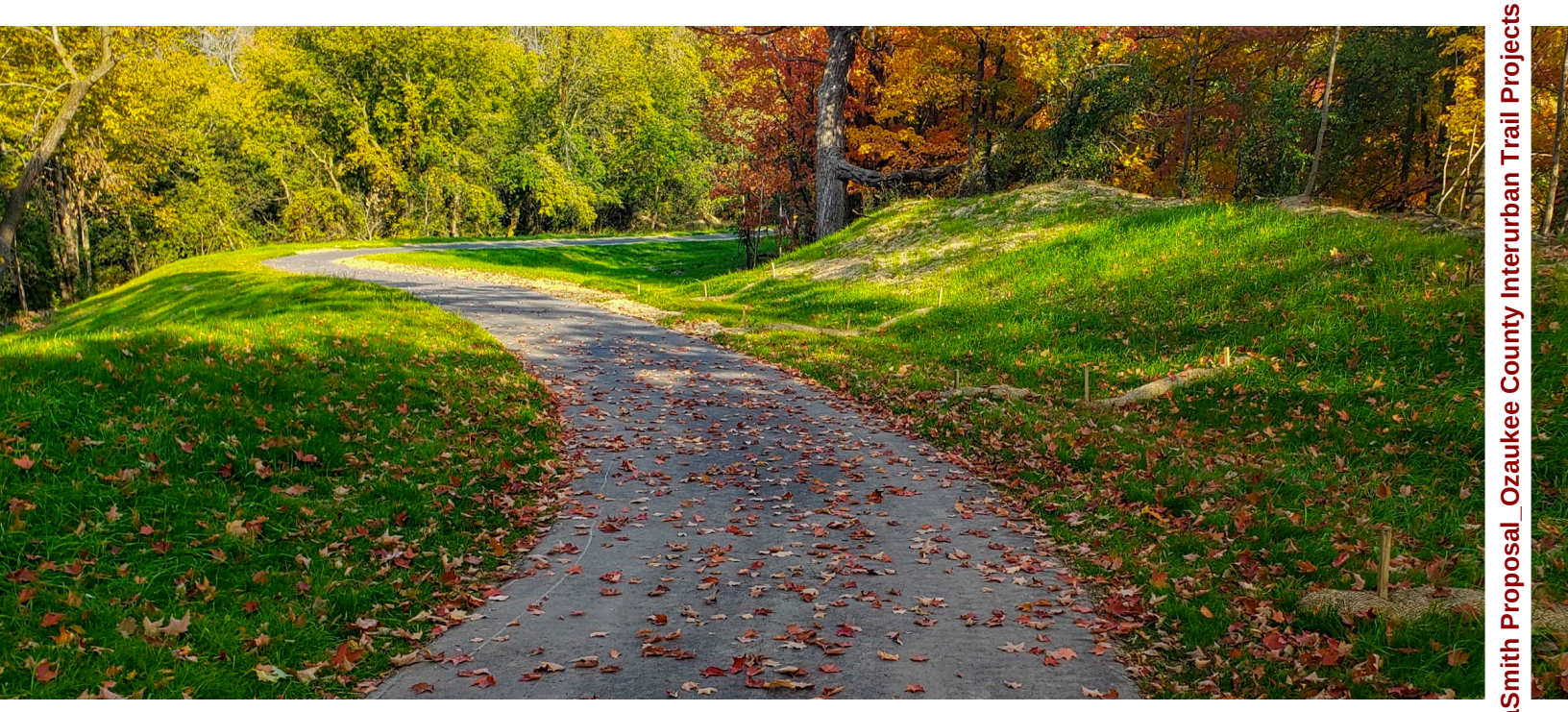
Although not included in our scope and schedule, within our fee table we are listing out the budgetary costs for doing these three tasks. These would not fall under the DOT process but assume these tasks will occur after completion of Task 1 and be worked on over the fall/winter of 2024 and be constructed in 2025. However, coordination with the other municipalities and Ozaukee County Parks would need to occur to provide the final scope and costs.

We are prepared to exceed your expectations for a successful project.

Attachment: NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects

Firm Background/Personnel Experience

raSmith is a multi-disciplinary engineering consulting firm comprising civil engineers, structural engineers, traffic engineers, land surveyors, development managers, landscape architects, ecologists, and construction services professionals. Our services are focused on our public and private sector clients' needs in design and construction including site design, structural engineering, municipal engineering, transportation and traffic, surveying, construction services, and geographic information systems (GIS). We work on projects nationwide from our seven locations. Richard A. Smith, M.S., P.E., F.ASCE, founded raSmith in 1978. Richard A. Smith Jr., P.E., (Ricky) is the second-generation owner and leads the firm as president. The firm currently employs a staff of 220.



Hidden Lake Trail - Brookfield, WI

Municipal Engineering

Since 1979, raSmith has served as the engineer of record for many villages, towns, counties, and utilities. On a daily basis, we offer creative solutions to communities as they work to both maintain and improve their stormwater management, transportation system, structures, water and wastewater systems, parks and open spaces, and public safety facilities. At raSmith, we advocate for practical, cost-effective solutions. Our municipal staff is invested in strong project management, communication, and responsiveness.

Services Offered

- Stormwater best management practices designs/inspections
- Stormwater permit compliance
- Stormwater system analysis and design
- Hydrologic and hydraulic analysis
- Wetland and waterway permitting
- WDNR-assured wetland delineation
- Land surveying

We will be handling this project out of our Brookfield, WI, office.

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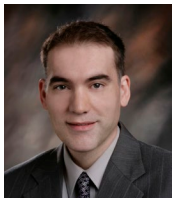
Firm Background/Personnel Experience

raSmith offers a seasoned project team with substantial expertise in design and engineering services for repaving and reshouldering of trails. Additional information is provided in their resumes on the following pages.

Key Project Staff

Troy Hartjes, P.E. — Senior Project Manager
Troy has nearly 20 years of experience in municipal public works projects. Troy's extensive project experience includes: urban and rural roadway rehabilitation and construction, sanitary sewer and water main system design; stormwater conveyance systems; water and sewer system planning; stormwater management; stormwater utilities; comprehensive drainage plans; and residential subdivision site design.

Michael Gasper, P.E. — Senior Project Engineer
Michael has leveraged his engineering expertise and more than 20 years of experience on various municipal, traffic, and roadway projects. During the course of his career, he has been a designer on projects for both municipalities and for WisDOT, including urban street and rural roadways and highways, freeways, interchanges, roundabouts, traffic signals, shared-use paths, water mains, and storm and sanitary sewers.



Matthew Garon, P.E. — Senior Project Engineer
Matt is a senior project engineer with more than 15 years of experience in municipal public works projects. His project experience includes: roadway design for municipal clients and the Wisconsin Department of Transportation (WisDOT); utility design, including storm sewer, water main, and sanitary sewer; stormwater management plans; and site development.

Richard Gebhart — Civil Engineer
While at raSmith, Richard has focused on roadway rehabilitation but also has experience with subdivision development (grading & utilities), sanitary sewer & water main rehabilitation, and flow monitoring projects. Richard also has experience providing construction inspections.

Riley Stone, P.E. — Project Engineer
During his time at raSmith, Riley has assisted engineering staff with a variety of projects. His projects have primarily focused on municipal roadway, stormwater management, flood control, and sanitary sewer analysis efforts.

Erica Pergande, PWS — Ecologist
Erica Pergande, PWS, has more than 20 years of experience in multi-disciplinary ecological work and is recognized as a WDNR-Assured Wetland Delineator. She excels in field surveys, wetland delineations, preparing NEPA documentation, wetland and waterway permitting, and vegetation surveys, including rare species assessments.

Mike Ratzburg, P.L.S. — Surveyor
Mike's experience encompasses all facets of surveying: ALTA boundary and topographic surveys, construction layout, Certified Survey Maps, plats of survey, and WisDOT and county right-of-way plats. He has additional experience staking roads, underground utilities, buildings and other new construction structures, as well as UAS (unmanned aircraft systems) and UAS software. His past projects have consisted of varying scopes and sizes.

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Firm Background/Personnel Experience

Troy T. Hartjes, P.E.

Senior Project Manager

Troy has nearly 20 years of experience in municipal public works projects. Troy's extensive project experience includes: urban and rural roadway rehabilitation and construction; sanitary sewer and water main system design; stormwater conveyance systems; water and sewer system planning; stormwater management; stormwater utilities; comprehensive drainage plans; and residential subdivision site design.

Troy has experience helping municipal clients prepare: capital improvement budgets; construction specifications; bid documents; public reports and assessment schedules; CMOM reports; NR 216 compliance reports; development reviews; and WISLR road rating updates. Troy also obtained agency approvals from WDNR, MMSD and WisDOT. Additionally, Troy helped these municipalities obtain federal and state loans and grants.

Education

B.S. Civil Engineering, Transportation and Municipal Emphasis, University of Wisconsin–Milwaukee, 1995

Professional Registrations

Professional Engineer: Wisconsin

Professional Affiliations

American Society of Civil Engineers
American Council of Engineering

Companies

American Public Works Association

Professional Awards

American Young Leader, ACEC, 2006

Presentations

Association of Metropolitan Milwaukee Area (AMMA) Public Work

Administrators & Engineers, Fall 2013, Fall 2012

Institute of Traffic Engineers, Regional Conference, 2019

Project Experience

Jacobson Road Reconstruction, Village of Menomonee Falls, WI
Northeast Interceptor Sewer, Village of Germantown, WI
Cedarburg Business Park, City of Cedarburg, WI
Calhoun Road Reconstruction, City of New Berlin, WI
Blue Stem Subdivision, Village of Grafton, WI
Goldendale Road and Holy Hill Road Interceptor Sewer and Transmission Main, Village of Germantown, WI
Beres Road Reconstruction, City of New Berlin, WI
East Trunk Relief Sewer, City of Mequon, WI
Menomonee River Parkway Renewal, Milwaukee County, WI
Village of Wauwatosa Redevelopment, City of Wauwatosa, WI
Wausau Business Park, City of Wausau, WI
Meinecke Avenue Storm and Sanitary Sewer, City of Wauwatosa, WI
Spring Green Reconstruction, Village of Sussex, WI
Kohlwey Residential Development, Village of Grafton, WI
Sandhill Trails Subdivision, City of Cedarburg, WI
Blue Stem Subdivision, Village of Grafton, WI
Sheboygan Road Multi-Family Development, Cedarburg, WI
Viking Business Park, Village of Denmark, Brown County, WI
Oostburg Industrial Park, Village of Oostburg, Sheboygan County, WI
State Trunk Highway 60/Port Washington Road Reconstruction, Village of Grafton, WI
North Side Streets, Village of Whitefish Bay, WI
Keup Road Reconstruction, City of Cedarburg, WI
116th Street Reconstruction, Village of Hales Corners, WI
Edgerton Avenue Reconstruction, Village of Hales Corners, WI
Rogers Drive Reconstruction, City of New Berlin, WI
Grange Avenue Reconditioning, Village of Hales Corners, WI
Berkeley Sanitary Sewer, Village of Whitefish Bay, WI
Sussex Street and Maiden Lane Rehabilitation, Village of Pewaukee, WI
12th Street Reconstruction, Village of Oostburg, WI
Scharles Avenue Reconstruction, Village of Hales Corners, WI
Keup Road Reconstruction, Village of Grafton, WI

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Firm Background/Personnel Experience

Michael Gasper, P.E.

Senior Project Engineer

Michael has applied his engineering skills and more than 20 years of experience on municipal, traffic, and roadway projects. During the course of his career, he has experience on urban and rural roadway, freeway design, and share-use path projects for WisDOT; as well as roadway, water main and sewer public works projects for municipalities.

Michael's background in transportation projects includes roadway geometric design, roundabout design and analysis, system and service interchange design (including diverging diamond), pavement design and design study reports, as well as traffic impact and crash analyses, intersection control evaluations (ICE), future traffic projections and roadway construction inspection. Additionally, he is knowledgeable of the WisDOT Facilities Development Manual's processes and design standards, FHWA cost-benefit analysis and ADA and PROWAG standards.

Education

B.S. Civil Engineering, Transportation Emphasis, Marquette University, 2002

Professional Registration

Professional Engineer: WI

Professional Affiliations

Institute of Transportation Engineers

Project Experience

County W, N Riverside Drive, STH 33 to Schowalter Drive, Saukville, Ozaukee County, WI: This Ozaukee County Highway Department project consists of reconstructing CTH W while raising the profile several feet to above the 10-year flood elevation of the Milwaukee River in order to reduce seasonal closures due to flooding. CTH W is also being partially realigned to the east to move it away from the Milwaukee River, allowing for a natural river bank. Michael is leading the roadway design efforts on this project.

Columbia Road, Highland Drive to 1st Avenue, Town of Cedarburg, Ozaukee County, WI: This Town of Cedarburg project consisted of replacing the asphalt pavement on Columbia Road, removing the Two-Way-Left-Turn-Lane (TWLTL) and replacing it with a single lane in each direction, and adding curb and gutter and sidewalk to the north side of the street. Michael led the roadway design effort on this project.

Cedar Sauk Road, CTH Y to Northwood Drive, Town of Cedarburg, Ozaukee County, WI: This Town of Cedarburg project consisted of pulverizing and relaying asphalt on a 2.26 mile segment of Cedar Sauk Road. This was a Bipartisan Infrastructure Law (BIL) project that followed standard WisDOT design and letting procedures. Michael led the design effort on this project, as well as preparing the environmental document (a Categorical Exclusion Criterial Checklist (CEC), and associated documents.

Small Road & Calhoun Road Intersection, New Berlin, Waukesha County, WI: This City of New Berlin project consisted of realigning Calhoun Road to intersect with Small Road at a desirable angle. This was a Bipartisan Infrastructure Law (BIL) project that followed standard WisDOT design and letting procedures. Michael led the design effort on this project, as well as preparing the environmental document (a Categorical Exclusion Criterial Checklist (CEC), and associated documents.

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Firm Background/Personnel Experience

Matthew J. Garon, P.E.

Senior Project Engineer

Matt is a senior project engineer with more than 15 years of experience in municipal public works projects. His project experience includes: roadway design for municipal clients and the Wisconsin Department of Transportation (WisDOT); utility design, including storm sewer, water main and sanitary sewer; stormwater management plans; and site development.

Additionally, Matt has experience in the preparation of cost estimates, project specifications and bidding documents; review of municipal clients' design plans to ensure concurrence with local ordinances and specifications; and preparation of local and state permits, including WDNR Water, Sanitary, Chapter 30, WRAPP, MMSD Water Connection and MMSD Chapter 13. Matt also has experience with construction inspection and surveying.

Education

B.S. Civil Engineering, University of Wisconsin–Platteville, 2003

B.S. Environmental Engineering, University of Wisconsin–Platteville, 2003

Professional Registrations

Professional Engineer: Wisconsin

Project Experience

Roadway and Site Design

- Lincoln Avenue, City of New Berlin, WI
- Small Road Stormwater, City of New Berlin, WI
- Calhoun Road Stormwater, City of New Berlin, WI
- 7th Ave. Reconstruction, City of West Bend, WI
- Beres Road Reconstruction, City of New Berlin, WI
- Rogers Drive Reconstruction, City of New Berlin, Waukesha County, WI
- Kohlwey Residential Development, Village of Grafton, WI
- Sandhill Trails Subdivision, City of Cedarburg, WI
- Blue Stem Subdivision, Village of Grafton, WI
- Sheboygan Road Multi-Family Development, Cedarburg, WI
- Village of Wauwatosa Redevelopment, City of Wauwatosa, WI
- North 60th Street, Village of Brown Deer, Milwaukee County, WI
- Patriot Commons, Village of Grafton, Ozaukee County, WI
- Menomonee River Parkway, Milwaukee County Department of Administrative Services Architecture, Engineering & Environmental Services Section, Milwaukee County, WI
- County Line Road, Village of Brown Deer and City of Mequon, Milwaukee and Ozaukee Counties, WI
- Scotts Company Building Addition, Village of Germantown, Washington County, WI
- Telsmith Building Addition, City of Mequon, Ozaukee County, WI
- Cedar Creek Walkway, City of Cedarburg, Ozaukee County, WI
- North Shore Drive Roadway Improvements, Village of Richfield, Washington County, WI
- Edgerton Avenue Reconstruction, Village of Hales Corners, Milwaukee County, WI
- Hales Corners Plaza Improvements, Village of Hales Corners, Milwaukee County, WI
- 2011 Paving Program, Village of Richfield, Washington County, WI
- Center Avenue Road Reconstruction, Village of Oostburg, Sheboygan County, WI
- 2010 Road Program, Village of Oostburg, Sheboygan County, WI

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Firm Background/Personnel Experience

Education

B.S. Civil Engineering, University of Wisconsin–Milwaukee, 2016

Software Proficiency

AutoCAD Civil 3D

EsriArcGIS suite Microsoft Office
WinSLAMM

FlowMaster

Microsoft Office

Richard Gebhart

Civil Engineer

Richard joined the municipal services division as a civil engineer upon graduation from the University of Wisconsin-Milwaukee in 2016, although he originally joined the firm in 2014 as a co-op. While at raSmith, Richard has focused on roadway rehabilitation but also has experience with subdivision development (grading & utilities) sanitary sewer & watermain rehabilitation and flow monitoring projects. Richard also has experience providing construction inspections.

Project Experience

Municipal

Root River Parkway Reconstruction, Milwaukee County (2020-Present): Lead design engineer on a 2,200' urban road way and parking lot reconstruction. Roadway reconstruction includes widening the roadway to accommodate for on street parking and bicycle travel.

Hartford Road Reconstruction, Village of Slinger (2019-2021): Lead design engineer on a little over a mile stretch of rural to urban road way reconstruction that included new sidewalk and utilities.

Jacobson Drive Watermain Replacement, Village of Menomonee Falls (2020): Lead design engineer for a 1,300' urban watermain replacement. Improvements included water main, water services and new hydrants.

Shady Hollow (Phase 3 & 4), Village of Grafton (2019–Present): Subdivision site development, including site grading, roadway with curb and gutter, sanitary sewer, storm sewer and water main.

West Carroll Street & Utility Reconstruction, City of Portage (2017–2018): Lead engineer for the design of the reconstruction that included 3,180 feet of public roadway along with a sanitary sewer, storm sewer and water main relay.

Hillside Road Reconstruction, Village of Slinger (2017–2018): Lead engineer for the design of the reconstruction that included 3,000 feet of rural roadway with ditching.

Construction

Hiawatha and Jacobson Drive Reconstruction, Village of Menomonee Falls (2020): Watermain inspections as the Village representative. Work included removing/abandoning the existing cast iron watermain and relaying with new PVC watermain with new water services and hydrants.

Sanitary Sewer Rehabilitation Program, Salem Lakes (2018-2019): Sanitary sewer inspections as the Village representative. Work includes multiple rehabilitation methods, such as grouting, lining, spot repairs and relays.

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Firm Background/Personnel Experience

Riley R. Stone, P.E.

Project Engineer

Riley joined raSmith's municipal services division after graduating from the University of Wisconsin–Milwaukee in May 2017, although he had been working with the firm as a co-op since 2015. During his time at raSmith, Riley has assisted engineering staff with a variety of projects. His projects have primarily focused on municipal roadway, stormwater management, flood control, and sanitary sewer analysis efforts.

Education

B.S. Civil Engineering, University of Wisconsin–Milwaukee, 2017

B.S. Physics, University of Wisconsin–La Crosse, 2017

Professional Registration

Professional Engineer: WI

Software Proficiency

AutoCAD Civil 3D

ArcGIS

WinSLAMM

HEC-RAS

HEC-HMS

HydroCAD

Hydraflow

CulvertMaster

XPSWMM

Project Experience

Stormwater Analysis & Design

- Bay Lane Drive Reconstruction, City of Muskego, WI
- Potter Road Flood Modeling, City of Wauwatosa, WI
- Lincoln Avenue Culvert Replacement, City of New Berlin, WI
- Kenosha Regional Airport Improvements, City of Kenosha, WI
- Calhoun Road Reconstruction, City of Brookfield, WI
- County S Reconstruction, Kenosha County, WI
- Reck South Ravine Stabilization, Village of Somers, WI
- Lightning Drive Extension, City of Appleton, WI

Municipal Stormwater Related Responsibilities

- Management of MS4 Programs, Various Communities
- Erosion Control Inspections, Winnebago County, WI
- Municipal Water Quality Models, Various Communities
- Stormwater Facility Inspections, Various Communities
- Plan Reviews, Various Communities

Hydraulic/Hydrologic Analysis

- Saunders Creek Pedestrian Bridge, City of Edgerton, WI
- Clover Drive Crossing Replacement, Village of Sussex, WI
- County K Culvert Replacement, Kenosha County, WI
- Camp & Center Lake Floodplain Study, Village of Salem Lakes, WI
- Looney Lake BFE, Town of Sullivan, WI

Sanitary Sewer Analysis

- Sanitary Sewer System Analysis, City of Fond du Lac, WI
- Sanitary Sewer Flow Monitoring, Village of Greendale, WI
- Sanitary Sewer Flow Monitoring, City of Janesville, WI
- Sanitary Sewer Flow Monitoring, City of Appleton, WI

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Firm Background/Personnel Experience

Erica N. Pergande, PWS

Ecologist

Erica has more than 20 years of experience in multi-disciplinary ecological work and is recognized as a WDNR-Assured Wetland Delineator. She has extensive experience in conducting field surveys including baseline monitoring of site conditions and functional values assessments for planning and restoration/rehabilitation purposes; performing WDNR Assured wetland delineations conforming to the current U.S. Army Corps of Engineers (USACE) Wetland Delineation Manual and subsequent Regional Supplements wetland mitigation banking design and monitoring; preparing National Environmental Policy Act (NEPA) documentation including Environmental Reports, Environmental Due Diligence and Assessments, and Indirect and Cumulative Effects Analyses; wetland and waterway permitting; and vegetation surveys including rare species surveys and plant community mapping.

Education

B.S. Natural Resource Conservation, Carroll College, Waukesha, WI

A.S. Environmental Conservation and Pollution Control, Milwaukee Area Technical College, Mequon, WI

Certifications

Assured Wetland Delineator, Wisconsin Department of Natural Resources

Professional Wetland Scientist (PWS), Society of Wetland Scientists

OSHA 10 Hour Construction (2016)

Project Experience

WDNR Assured Wetland Delineations

Completed WDNR Assured Wetland delineations by following procedures outlined in the 1987 US Army Corps of Engineers Wetland Delineation Manual, the Regional Supplement to the Corps of Engineers Wetland Delineation Manual, and 2015 Guidance for Submittal of Delineation Reports to the St. Paul District Corps of Engineers and the Wisconsin Department of Natural Resources. Delineated wetland boundaries were flagged on the ground and surveyed with a handheld Trimble GPS with horizontal control and sub-metric accuracy. A wetland delineation report was prepared upon completion of the site investigation that summarized the findings in the field and submitted to the necessary regularity agencies.

- Wisconsin Shower Door, Village of Menomonee Falls, WI
- Sheboygan Water Tower No. 3, Town of Sheboygan, WI
- Heiliger Huegel Ski Club, Village of Richfield, WI
- Swartz Tree Farm, City of Kenosha, WI
- Kletzsch Dam Fish Passage and Scenic Overlook, City of Glendale, WI
- 500 W. Forest Hill Ave, City of Oak Creek, WI
- CTH VV WB Bridge over Menomonee River, Village of Butler, WI
- Lower Badger Mill Creek Interceptor Sewer Project, Town of Verona, WI
- Woodman's Food Market Wausau, Town of Rib Mountain, WI

Wetland Mitigation Banking

Wetland biologist and lead delineator for a proposed wetland mitigation bank. Erica was responsible for field location of wetland boundaries, wetland functional values assessments, aquatic and terrestrial restoration planning, groundwater monitoring, site suitability assessment and assisted with report preparation and coordination with regulatory agencies.

- Hickory Hills Wetland Mitigation Bank, Village of Sussex, WI
- Homestead Hops LLC Wetland Bank Prospectus, Town of Little Suamico, WI
- Snail Lake Wetland Mitigation Banking Instrument & Compensation Site Plan, City of Delafield, WI

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Firm Background/Personnel Experience

Michael Ratzburg, P.L.S.

Surveyor

Mike joined raSmith's surveying division in 2019 with more than 30 years in the field. Mike's experience encompasses all facets of surveying: ALTA boundary and topographic surveys, construction layout, Certified Survey Maps, plats of survey, and WisDOT and county right-of-way plats. He has additional experience staking roads, underground utilities, buildings and other new construction structures, as well as UAS (unmanned aircraft systems) and UAS software. His past projects have consisted of varying scopes and sizes.

As a senior project manager, Mike uses teamwork and his vast surveying knowledge to efficiently and creatively manage survey crews and maintain client relationships. This results in projects successfully completed on time. Excellent communication skills also help Mike resolve any project issues that may arise.

Education

Associate Degree in Civil Technologies, Gateway Technical Institute, 1988

Professional Registration

Wisconsin Professional Land Surveyor

Professional Affiliations

Wisconsin Society of Land Surveyors, Member, Past State Representative

Project Experience

Right-of-Way Plats

WIS 36, Walworth County, WI
WIS 113, Columbia County, WI
WIS 47, Outagamie County, WI
WIS 73, Columbia County, WI
WIS 11, Racine County, WI
WIS 59, Walworth County, WI
W. Rawson Ave, Milwaukee County, WI
S. 13th Street, Milwaukee County, WI
County Z, Outagamie County, WI
County W, Kenosha County, WI
WIS 33, City of West Bend, WI

Topographic Surveys

Ski Lane Pond & Stormwater Survey
FEMA LOMA Surveys
Kelly Lake Culvert Survey
University of Marquette Campus
University of Milwaukee Campus

ALTA/NSPS Land Title Surveys

Milwaukee Regional Medical Center, Wauwatosa, WI
Columbia St. Mary's Hospital, Milwaukee, WI
Milwaukee Art Museum, Milwaukee, WI
Natatoma Shopping Center, Dane County, WI

Land Development

Drexel Town Square, Oak Creek, WI
Shady Hollow Subdivision, Washington County, WI
Milwaukee Art Museum Condominium Plat, Milwaukee, WI
Meadowbrook Condominium Plat, Racine, WI

Attachment: NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects

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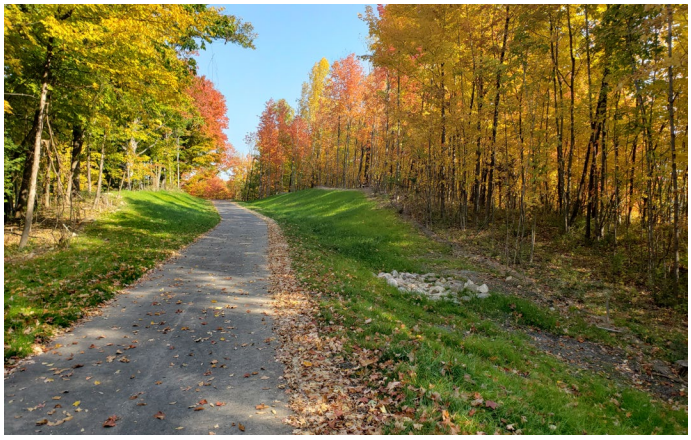
CREATIVITY BEYOND ENGINEERING

Reliability of Firm



Hidden Lake Park & Greenway Trail
Brookfield, WI

The park and open space design team of landscape architects and engineers at raSmith completed the plans and design documents for Hidden Lake Greenway Trail and the City of Brookfield Department of Parks, Recreation & Forestry. The project included an extensive amount of earthmoving, filling, and restoration along the south rim of a former quarry (now known as Hidden Lake) that extends the City's extensive Greenway Trail System, providing connectivity to the newly constructed Hidden Lake Park and offering panoramic viewsheds to the beautiful lake and surrounding landscape. In addition to the design of the trail, raSmith also provided survey and construction observation services during the implementation of this award-winning project.

Cushing Park Road Bike Trail
Delafield, WI

raSmith provided a bike trail design and construction oversight for a 2.35-mile portion of a connector bike trail along Cushing Park Road. A primary goal of the path project was to maintain a tie with the town's rural character. This goal was accomplished in the design by preserving the existing hills and winding the path for greater rider interest. Other challenges successfully overcome by raSmith included the design and permitting of dual pipe extensions in the Scuppernong Creek so the path could be built over the pipes; coordination with We Energies to design the path to avoid existing and new utility poles; and designing the trail such that it did not increase the flood stage in the areas adjacent to Scuppernong Creek.

Pike River Pathway Improvements, Phases 7-9
Mount Pleasant, WI

The shared-use trail is a 10-foot-wide asphalt path with two-foot-wide aggregate shoulders. Design strategies minimized impacts to surrounding land, trees, and wetlands. During layout of the proposed shared-use path location, consideration was given to minimize the impacts to the environment. The path elevation was generally set above the 100-year flood elevation. Wetlands were avoided where feasible. Also, the alignment of the path followed a former haul road from the Pike River restoration project to minimize grading as much as possible.

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Attachment: NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects

Reliability of Firm

Bike Trail and Pedestrian Path Design

Multiple Locations

St. Martins Bike Trail, Franklin
This project involved the construction of approximately 2.3 miles of a bike and hiking trail in the west central portion of the City of Franklin that provides a link to a region-wide multi-use trail system in Waukesha County. It is a multi-use, multi-seasonal facility providing opportunities for hiking, biking, rollerblading, and cross country skiing.

Glacial Drumlin-Cambridge Connector Trail, Jefferson County
A feasibility/site analysis was completed to determine the best alternative route for a trail connecting the Village of Cambridge to the Glacial-Drumlin Trail. The project was coordinated with the Wisconsin Deptartment of Transportation for the highway crossings at USH 12 and 18 and with the Wisconsin Deptartment of Natural Resources for environmental impacts to wetlands and the Koshkonong Creek. The scope further included coordinating public participation, preparing cost estimates, researching funding alternatives, and preparing grant applications.

Glacial River Trail Extension, Jefferson County
Design of a multi-purpose trail on a former railroad grade between Koshkonong Lake Road and the Jefferson/Rock County Line. The trail is 12 feet wide and two miles long.

Clients

Multiple Clients

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Attachment: NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects

Reliability of Firm

Bike Trail and Pedestrian Path Design

Multiple Locations

Riverfront Trail, Fox River, Appleton

raSmith designed this bicycle-pedestrian trail connecting Lutz Park to Vulcan Heritage Park along the Fox River. The plan included acquisitions, railroad easements, shoreland restoration, and elevated walks over the river.

Donges Bay Road, Mequon

raSmith provided complete survey and design services for this 1.6 mile, 10-foot wide bicycle and pedestrian path located on the north side of Donges Bay Road between Wauwatosa Road and Lemke Park. The project was funded under the CMAQ program. The project provided a connection between existing paths located adjacent to Wauwatosa Road and along Swan Road to residential areas and Lemke Park. Challenges included minimizing the grading so as to match existing grade at the right-of-way line (minimize easement acquisition); acquiring permits to fill several roadside wetland areas; stormwater drainage between the path and the existing roadway; and avoidance of trees along the route in residential areas.

Pedestrian Walkway, Racine

raSmith provided preliminary and final design for a safe pedestrian walkway along a narrow corridor at the top of a bluff along Lake Michigan. The walkway is a 10-foot wide path, constructed along the east side of the Racine Zoological Gardens, and is designed in accordance with the Americans with Disabilities Act. The design includes lighting features, railings, and structural retaining walls. raSmith developed several alternatives that incorporate improvement measures to control runoff, limit soil erosion, and provide stability to the bluff and pedestrian walkway structure. Geotechnical soils exploration was conducted to determine groundwater elevations, soil stratification layers, and specific soil parameters necessary to determine the structural stability of the native soil.

Fox River Corridor/Barstow Plaza, Waukesha

Working as a team with Hitchcock Design Group, raSmith was active in all phases of the $10 million project to design the Fox River Corridor through the city of Waukesha. The project relates specifically to a bike and pedestrian trail system along the Fox River and design features to develop Frame Park as a major community facility.

Waukesha East Bypass (STH 59)

As part of this 2-mile reconstruction, a pedestrian underpass was designed to provide access for children to the elementary school located on the other side of the highway. Specific attention to drainage and lighting were part of the design.

Waukesha South Bypass (STH 59)

Included in this 3.7 mile long, 4-lane divided rural/urban highway reconstruction project was the design of a 10-foot wide paved multi-purpose path that was routed under the proposed STH 59 bridges that span the Fox River to provide connectivity to the adjacent City of Waukesha trail system.

Additional Bike/Pedestrian Trails

- Sauk Prairie Memorial Hospital, Prairie Du Sac, WI
- Oak Leaf Trail at Park Shore, Milwaukee County, WI
- Woodland Creek Estates, Muskego, WI
- Bradon Preserve, Brookfield, WI
- Prairie Lakes Retail, Sun Prairie, WI
- Pheasant Run Subdivision, Brookfield, WI
- Grafton Riverwalk, Grafton, WI
- Maple Grove Park, Racine, WI
- Pewaukee Sports Complex Park Trail, Pewaukee, WI
- Frontier Park, Butler, WI
- Waterleaf Subdivision, Delafield, WI
- Legion Drive Bike Path, Elm Grove, WI
- Steepleview Senior Living, New Berlin, WI
- Fort Atkinson Bypass (STH 26) Bike Trail, Fort Atkinson, WI
- Twin Creeks Conservation Subdivision, Jackson, WI
- Midwest Airlines Headquarters, Milwaukee, WI
- Congregational Home, Brookfield, WI
- Nature Trail, Eden Prairie, MN
- Candlewood Creek Woods Road, Muskego, WI
- Lake Drive (STH 32), Milwaukee, WI

Attachment: NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects

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Fee Summary

	Ozaukee Interurban Trail and Repaving and new Trail Segments in Parks Design and Engineering Fee Summary Ozaukee County Planning and Parks	
		Fee
A	**Task 1, Required Designs, 30/60/90 Submittals**	$25,000.00
B	**Task 1, Required DOT Process/Submittals**	$22,800.00
C	**Task 1, Meetings, Including one PIM**	$9,000.00
D	**Task 1, Final Bid Documents/Bidding**	$12,600.00
	Task 1, Lump Sum Design	**$69,400.00**
	Potential Required Items, Pending Investigations and DOT Reviews	
G	**Task 1, Archaeological/Historical Report (Sub)**	$5,000.00
H	**Task 1, 2 Days of Survey if Need Detailed Design**	$4,500.00
I	**Task 1, Geotechnical Review (Borings, per Site Visit or DOT Request)**	$8,000.00
	Task 1, Phase 1 Environmental Report with Haz Mat	$3,500.00
	Potential Totals/if Required	**$21,000.00**
	Total Fees, Task 1, if Necessary	**$90,400.00**
	Budget for Task 2, 3, and 4	
J	Task 2, Design Fee, Including 1 PIM, Investigations and Bid Documents	$55,000.00
K	Task 3, Design Fee Including New Survey, Final Designs and 1 PIM	$55,000.00
L	Task 4, Design Fee Including New Survey, Culvert Analysis and 1 PIM	$68,000.00
	Assumptions	
	Task 1 Assumes 1-2 Days to Walk the Site with County	
	Task 1 Assumes full DOT Process Included	
	Task 2 Budget Assumes no Survey Needed and no ADA Ramp Designs	
	Task 3 and 4 Assume Full Survey of New Alignment	

Attachment: NEW PP_Dept_raSmith Proposal_Ozaukee County Interurban Trail Projects

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CREATIVITY BEYOND ENGINEERING

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Proposals and Contract for Professional Services for Design and Engineering for an East West Extension of the Ozaukee Interurban Trail Along STH 60

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) has solicited Statements of Qualifications (SOQ's) from consultants to provide design and engineering services for an east west extension of the Ozaukee Interurban Trail (OIT) along State Highway 60 (STH 60). A secured Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) grant is supporting design, engineering, and construction a new multi-use off-road trail in the right-of-way along STH 60 between 1st Avenue in the Village of Grafton and Washington Ave (Five Corners) in the Town of Cedarburg. A new off-road multi-use trail will address existing connectivity gaps between the Village of Grafton and the Town of Cedarburg, complement the existing future (2027-28) STH 60 WisDOT reconstruction project in the same project location, connect to the existing 30-mile OIT, address several safety concerns, and facilitate coordination between the Village of Grafton, Town of Grafton, City of Cedarburg and the Town of Cedarburg on existing and planned bike and pedestrian amenities.

ANALYSIS: The WisDOT TAP grant has a very tight timeline to meet critical goals and deadlines. The WisDOT TAP grant requires solicitation of professional services through a qualification-based process to reach a three-party contract between the Department, WisDOT, and the selected consultant. Proposal costs are not requested or provided during the initial selection process, and final contract costs are determined through project scope review and negotiations after WisDOT approval of the recommended consultant. The Department issued a Request for Qualifications (RFQ) on March 25, 2024 for design and engineering services, directly solicited RFQ's from 22 consulting firms, and posted the RFQ to the Ozaukee County website. Consultants were required to submit SOQs including an overview of project understanding and approach, firm background and personnel experience, and demonstrate reliability of the firm through similar recent projects. SOQs were received from Baxter & Woodman, Cedar Corporation, and Fehr Graham on April 19, 2024 and were objectively reviewed based on the RFQ guidance and WisDOT consultant rating sheets by Planning and Parks and Highway Department staff. This review included SOQ completeness, technical merit, relevant consultant experience, staff qualifications, understanding of WisDOT design process and associated requirements, and additional details necessary to meet critical project goals and schedules. Baxter & Woodman demonstrated their experience and expertise in similar projects throughout their SOQ and provided specific details regarding key personnel, expert qualifications, and experience on similar WisDOT TAP-funded projects. The Department formally provided the Baxter & Woodman recommendation to WisDOT on April 23, 2024 and received WisDOT approval on April 24, 2024 to begin the contract scoping process. A scoping

meeting was held with Baxter & Woodman and WisDOT on April 29, 2024 and a draft three party contract was provided by Baxter & Woodman on May 15, 2024, which included cost information. The Department and WisDOT jointly reviewed the contract, and a subsequent contract scoping meeting was held on May 21, 2024, where several cost saving items were identified (reduced scope and work to be performed by Planning and Parks Department staff instead). A final draft contract was submitted on May 23, 2024 which included a contract amount of $127,035. This contract has been advanced for final WisDOT approval per the three-party contract requirements. Staff recommends adding an approximately 5% contingency ($6,352) to cover additional items as needed for a total not to exceed sum of $133,387. Project costs are provided by the secured WisDOT TAP grant ($84,000), a pending Rails to Trails grant and private fundraising ($25,387) and Department budget (carryover funding) ($24,000). This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department and final WisDOT approval.

FISCAL IMPACT: Balance Current Year: $44,000 Next Year's Estimated Cost: $89,387

FUNDING SOURCE: County Levy: X Non-County Levy: X

Indicate source: WisDOT TAP grant (secured), Rails to Trails grant (pending), private fundraising and Department (carryover funds) budget.

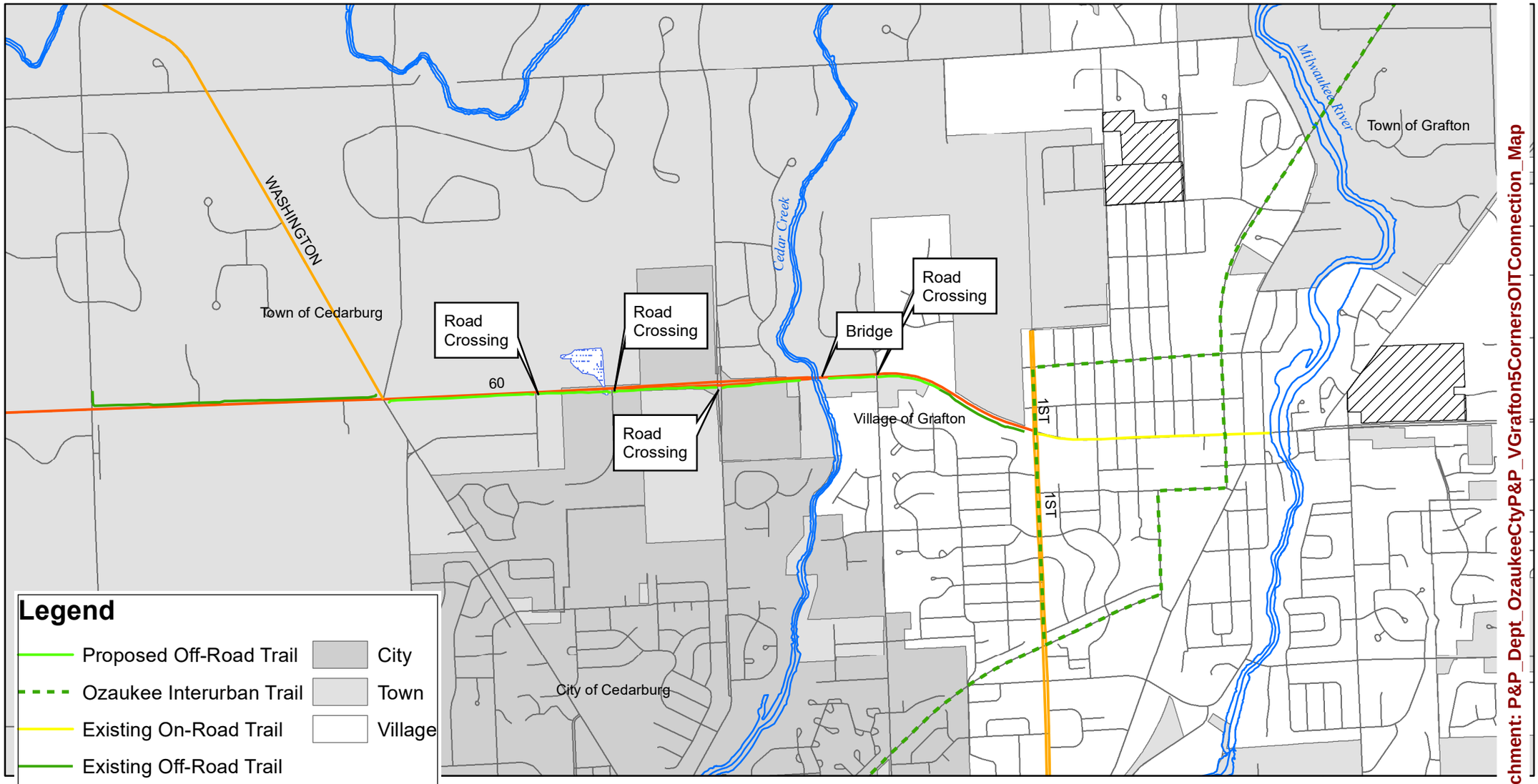
RECOMMENDED MOTION: Approve negotiation and signing of a three-party professional services contract by the Planning and Parks Department with Baxter & Woodman and WisDOT for a not to exceed sum of $133,387, which includes an approximate 5% contingency, for design and engineering services for the east west extension of the Ozaukee Interurban Trail along State Highway 60. This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department and final WisDOT approval.

ATTACHMENTS:

- P&P_Dept_OzaukeeCtyP&P_VGrafton5CornersOITConnection_Map (PDF)
- P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design (PDF)
- P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest (PDF)

NATURAL RESOURCES COMMITTEE

Proposed Trail Construction - State Highway 60
From 1st Ave to Washington Ave



Legend

- Proposed Off-Road Trail
- Ozaukee Interurban Trail
- Existing On-Road Trail
- Existing Off-Road Trail
- State Highway 60
- 1st Ave
- Washington Ave
- River and Creek
- Road Centerline
- Wetland (WWI, 2019)
- Public Schools
- City
- Town
- Village

Attachment: P&P_Dept_OzaukeeCtyP&P_VGrafton5CornersOITConnection_Map

Ozaukee County ... pt.
July, 2023

OZAUKEE COUNTY

Qualifications for

Design Engineering Services for the Ozaukee Interurban Trail State Highway 60 East - West Corridor Extension

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

April 19, 2024

Submitted by:

BAXTER & WOODMAN Consulting Engineers

BAXTER & WOODMAN
Consulting Engineers

115 S. 84th Street, Suite 220, Milwaukee, Wisconsin 53214 • 414.257.3150 • baxterwoodman.com

Mr. Matt Aho
Program Manager
Ozaukee County Planning and Parks Department
121 W. Main Street
Port Washington, Wisconsin 53074

April 19, 2024

Subject: Ozaukee County Planning and Parks Department - Statement of Qualifications for Design Engineering Services for the Ozaukee Interurban Trail STH 60 East-West Corridor Extension

Dear Mr. Aho:

The Ozaukee Interurban Trail serves as a critical multi-use pathway linking various communities within Ozaukee County and connecting to broader regional trail networks. The proposed expansion will address the notable gap in east-west connections, enhancing regional connectivity and promoting active transportation options. The Department needs a consulting firm with comprehensive expertise that extends beyond similar multi-use trail design engineering to encompass effective stakeholder coordination and grant compliance services. The Department will benefit from our:

- **Trail Design Experience:** Baxter & Woodman has a proven track record in designing multi-use trails, including installing an asphalt path for Fox Point's Bradley Road Improvements and evaluating options for path placement for Windsor's Windsor Road Improvements. We also recently led the design and construction oversight of McHenry County Conservation District's Ridgefield Trace Multi-Use Path, which spanned over nine miles through two cities and provided a connection to the regional Prairie Trail, and features many elements similar to your project.
- **Expertise in WisDOT and Federal Process:** Given the project's WisDOT TAP grant, the Department needs a firm who is proficient in managing coordination with WisDOT for project oversight. Our team is currently managing two road projects and five bridge projects through the WisDOT Local Program process, and can leverage our existing relationships to guide the Department's project effectively.
- **Effective Stakeholder Engagement:** Efficient communication and collaboration are critical for coordinating with the various stakeholders involved in the project, including the Town of Cedarburg, City of Cedarburg, Village of Grafton, Ozaukee County, and the team leading the STH 60 Improvements. Our demonstrated experience in consensus-building and public outreach will confirm the project aligns with community needs and interests.

Baxter & Woodman is committed to the project's success and long-term impact on regional connectivity in Ozaukee County. Please call or email me if you have questions about our qualifications.

BAXTER & WOODMAN, INC.
CONSULTING ENGINEERS

Ryan E. Wallace, PE
Project Manager

Primary Contact
Ryan Wallace, PE
Project Manager
115 S. 84th Street, Suite 220
Milwaukee, WI 53214
Office: 414-257-3150
Direct: 815-444-3309
rwallace@baxterwoodman.com

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Ozaukee County Planning and Parks Department
OIT STH 60 East-West Corridor Extension Design Engineering 2400731

Contents

Project Understanding & Approach 4
Firm History 11
Key Personnel 13
Reliability of Firm 22

The nationally recognized Engineering News Record (ENR) publishes annually the ENR Top 500 largest U.S.-based design firms, both publicly and privately held, based on design-specific revenue. Baxter & Woodman is proud to be represented in the listing and has climbed to #291 with revenues just over $67 million.

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Project Understanding & Approach

The Ozaukee County Planning and Parks Department has identified a need for an expansion of the east-west Ozaukee Interurban Trail (OIT) along STH 60 from Washington Avenue to 1st Avenue. The extension will provide increased connectivity for non-motorized transportation in western Ozaukee and Washington counties, seamlessly integrating with the existing north-south OIT. This project will be funded through the Transportation Alternative Project (TAP) grant in the 2023-26 program cycle.

Balancing WisDOT Process with Department Needs

Our municipal engineering background and Wisconsin Department of Transportation (WisDOT) experience allows us to follow the WisDOT process from the Department's perspective. Baxter & Woodman's approach focuses on being an advocate for the Department's needs while navigating the WisDOT process through the Facilities Development Manual (FDM). Our WisDOT experience includes Local Program project delivery, Traffic Signals and ITS Standalone Program (SISP)-funded projects, and traditional WisDOT design projects. We will thoroughly explore options to maximize the benefit to the Department within the confines of the FDM without impacting your TAP grant funding.

Stakeholder and Agency Coordination

The proposed trail will extend through three municipalities - the Town of Cedarburg, City of Cedarburg, and Village of Grafton - and is located within the right-of-way of the highway under WisDOT jurisdiction. The Department has initiated preliminary coordination for the grant application, and our team is prepared to continue that effort throughout the project design.

There will be significant overlap between the design of the proposed trail and the WisDOT STH 60 resurfacing/pavement replacement project. We anticipate that curb ramp work and modifications to the Cedar Creek bridge will be completed as part of the STH 60 project. This overlap requires regular coordination between the project teams to verify that elements are in alignment as the design progresses.

While TAP projects operate separately from WisDOT and the cooperative agreement with the Wisconsin Department of Natural Resources (WDNR) necessitates direct coordination, our ample experience equips us with efficient communication strategies to keep your project on schedule. With a proven track record of collaboration with WDNR, we have cultivated a suite of best management practices (BMPs) that mitigate wetland and environmental impacts while fulfilling project requisities. These BMPs encompass strategies such as replacing culverts with active flows, implementing scheduled erosion control measures to minimize disturbances during peak aquatic activity, and integrating construction protocols to mitigate impacts on sensitive environmental zones. By integrating these BMPs into this project, we not only enhance the likelihood of a seamless permitting process but also prioritize environmental stewardship and project efficiency.

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Public Involvement and Visualization

Engaging the community in the planning process is crucial for garnering public support for Department goals and is a required step in the WisDOT design process. Regular and proactive communication with stakeholders, businesses, and property owners will help maintain your schedule and provide the positive momentum needed to complete the project. Our team will provide project updates that can be disseminated through newsletters and posts on the Department's social media platforms, progress meetings with property owners, and a well-coordinated public involvement meeting. We will tailor a communication strategy that meets your needs.

Baxter & Woodman is providing visualization services in the form of realistic renderings of proposed roadway alternatives to be used as part of the City of Milwaukee's public outreach for the National Avenue Corridor Improvements project.

Baxter & Woodman uses a variety of software programs (REVIT, AutoCAD MEP 3D, SketchUp, etc.) to produce 3D renderings, which results in enhanced input during design. These graphics allow Department staff and the public to easily preview the final product prior to construction. During progress meetings, visualizations serve as valuable aids for discussing project layout and addressing your feedback effectively. Accurate drawings can also save you money by allowing for easy identification of conflicts and eliminating potential change orders. Renderings are also compelling for public information meetings to gain the community's support.

Budget Control is Essential

One of the most significant challenges in any project is budget control, which is especially critical during construction where contract change orders can cause budget issues. Baxter & Woodman is proud of our ability to control costs during each project phase. Construction change orders are minimized due to the accuracy and thoroughness of our design drawings and specifications. We routinely receive compliments from contractors and material suppliers regarding the precision of our construction contract plans. Our dedication is further evidenced by the tight grouping of construction bids our clients receive on projects. The thoroughness and accuracy of these construction documents result in savings to our clients for two reasons:

Lower Construction Bids	Minimal Change Orders
The construction bids are lower because contractors do not build in risk factors due to unknown conditions or requirements.	Change orders are minimized because documents show the requirements, and contractors cannot claim conflicts or the need for additional work.

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

We control our own engineering fee budgets in a similar manner. The personnel projections and cost estimates are carefully prepared during the proposal stage based on our understanding of the project scope and the client's expectations. This understanding is solidified during negotiation when engineering fees are confirmed and agreed upon. We monitor our costs bi-weekly to verify our projections are accurate and in-line with the budget. Baxter & Woodman maintains a strong client-focused philosophy. We try to avoid requests for additional compensation and will do so only if there is a clear increase in the scope of the engineering services. Typically, our actual fee is less than the Not-to-Exceed fee for the project, and savings are passed on to our clients.

As an example, projects we complete for Walworth County annually have consistently come in under budget and with change orders amounting to less than 5%, including 2022's project on CTH B, which had no change orders.

Key Project Elements

Our project team has thoroughly reviewed the information in the Request for Qualifications (RFQ) and conducted a field review to evaluate site conditions. Key project elements include:

- Avoiding impacts to adjacent properties is crucial as right-of-way acquisition delays can significantly hinder project progress. An initial review of the proposed path shows several areas require land acquisition.
- The Cedar Creek Bridge will have minor modifications as a part of the WisDOT STH 60 project. Our team will review with the WisDOT design team to coordinate potential options to accommodate the trail. One alternative to consider is shifting the transition from a four-lane to two-lane configuration further to the west, which would provide enough space for the trail.
- A boardwalk is anticipated to cross an existing wetland. Our team will work with WDNR to verify the proposed design will have minimal impact to the area.
- With more than 0.5 acres in disturbance, this project will not be eligible for Section 106 screening. We have teamed with University of Wisconsin-Milwaukee Cultural Resource Management (UWM-CRM) to perform the necessary historical and archaeological investigations. UWM-CRM is a trusted WisDOT partner and will help the project obtain the necessary clearances in a timely manner.

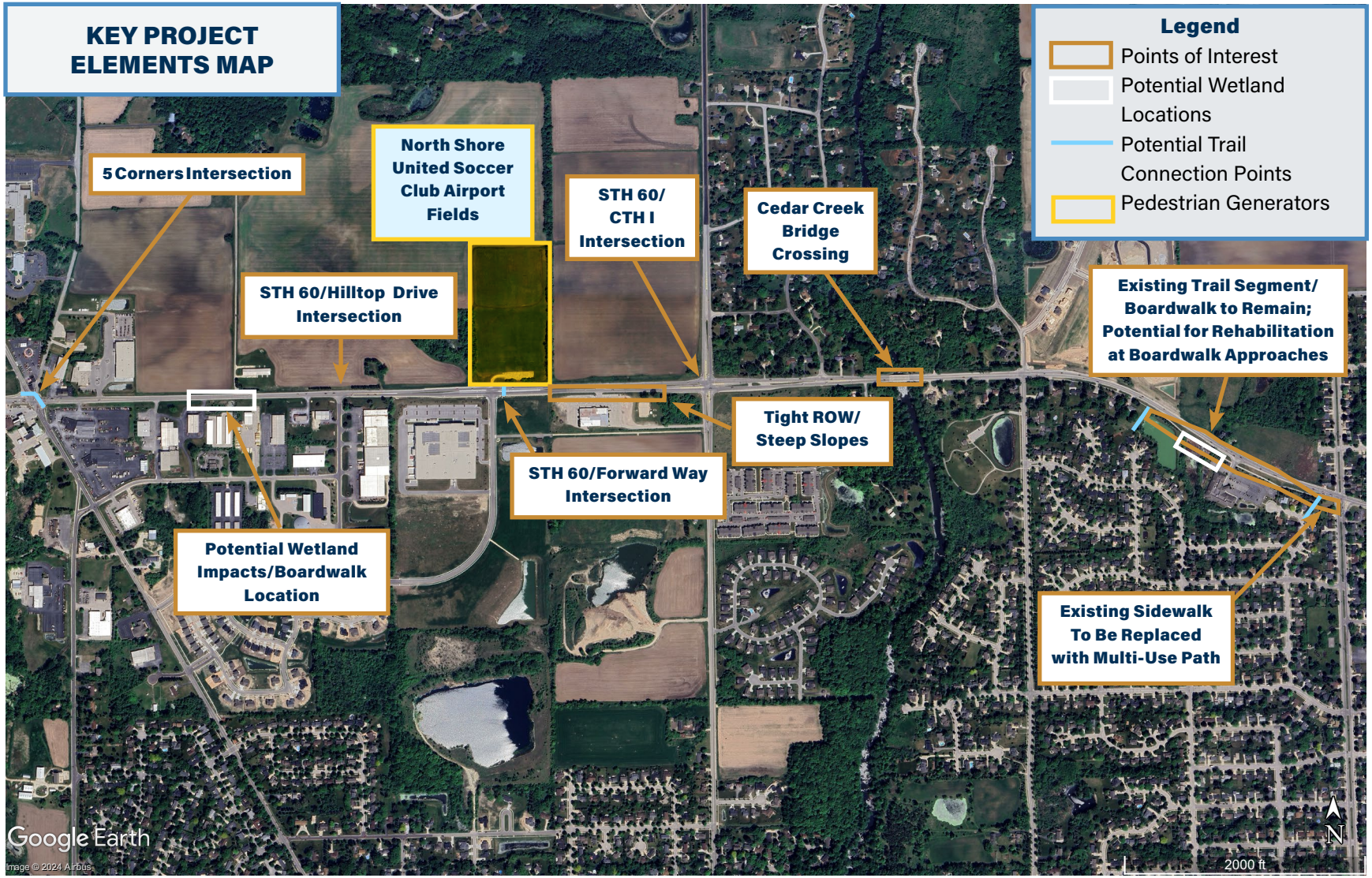
Modifications to drainage and/or right-of-way acquisition may be required at several locations.

Cedar Creek Bridge will require modifications to accommodate the trail.

Boardwalk will need to span the existing wetland area.

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

The map below identifies several other design considerations.



Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Estimated Project Hours

Staff hours will be confirmed after selection during negotiation. Baxter & Woodman assumes the following:

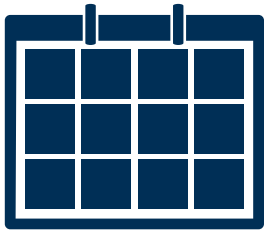
- The proposed topographic survey will be limited to specific areas as most of the topographic survey will be available from the WisDOT STH 60 project.
- Design work related to curb ramps will be performed through the STH 60 project.
- Design work related to bridge modifications will be performed through the STH 60 project.
- Wetland delineation is assumed to be already complete or will be performed through the STH 60 project. If wetland delineation is needed, we have in-house staff available to complete this work.
- Historical and Archaeological review and/or surveys will need to be complete for Section 106 compliance.
- No right-of-way (ROW) acquisition hours are included. If ROW acquisition is needed, we have in-house Licensed Professional Land Surveyors to create required plats.
- Phase 1 Hazardous Materials Report will be required.

The table below shows the estimated hours per task broken down by staff member.

Classification	Project Manager	QA/QC Review	Project Engineer	Design Engineer	Prof. Land Surveyor	Survey Manager	Survey Tech.	Eng. Tech. I	Sr. CAD Tech.	Environ. Scientist II	Clerical	
Task	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**Hours**	**TOTAL**
Project Management and Meetings	89	32	45	47					8		5	226
Preliminary and Final Design	38		103	279				122	34		2	578
Survey and Mapping					37	54	70	36	16		4	217
Environmental and Cultural Impact	14	2	30	51						30	5	132
Utility and Railroad Coordination	10		6	30				8	2		2	58
TOTAL	**151**	**34**	**184**	**407**	**37**	**54**	**70**	**166**	**60**	**30**	**18**	**1,211**

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Project Schedule



Baxter & Woodman is committed to serving our clients, and we carefully monitor the current and projected workload for each of our employees. We understand the importance of being responsive to our clients' needs, and we always consider the impact an awarded project will have on the workload of our staff. Having served the public sector for 78 years, we understand the importance of completing projects on time. Most of our municipal projects have tight schedules, and our team is used to allocating resources to meet expedited schedules. We know frequent and effective communication between you and our staff is the critical element in successful schedule management.

Our schedule is focused on completing the project documents ready for Final Plans, Specifications, and Estimate (PS&E) in June 2026; however, adjustments to the schedule are anticipated to better align with the design schedule for the WisDOT STH 60 project.

Our schedule assumes that real estate acquisition will not be required. Our design team will work with the Department to verify the design avoids potential ROW impacts. If acquisition is required, we will coordinate with the Department and WisDOT to verify acquisitions can be completed by the anticipated 2028 construction.

Based on our familiarity with similar projects and the WisDOT design process as highlighted in the following section, the critical path items for this project will include:

- ✓ Project initiation and coordination with WisDOT Local Road Program.
- ✓ Initiation of the Section 106 review process.
- ✓ Development of preliminary plans and reports based on the preferred alignment. Initiation of project reviews and/or coordination from permitting agencies including WisDOT, WDNR, and others as required early.

A detailed project schedule is included on the next page.

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Task	2024												2025												2026											
	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec	Jan	Feb	Mar	Apr	May	June	July	Aug	Sept	Oct	Nov	Dec		
Contracting																																				
Consultant Selection Notification																																				
Contract Negotiation																																				
Contract Approval																																				
Notice to Proceed																																				
Project Design																																				
Topographic Survey (If Needed)																																				
Public Involvement Plan																																				
Section 106 Coordination																																				
Utility and Permit Coordination																																				
30% Plans																																				
30% Plan Review																																				
30% Plan Review Meeting																																				
Public Information Meeting																																				
Exception to Standards Report																																				
Environmental Document																																				
Design Study Report																																				
Traffic Management Plan																																				
60% Plans																																				
60% Plan Review																																				
60% Plan Review Meeting																																				
Draft (90%) Plans																																				
Draft (90%) Plan Review																																				
Draft (90%) Plan Review Meeting																																				
Final Plans																																				
Final PSE																																				

Meeting/Submittal Date

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Firm History

Founded in 1946, Baxter & Woodman, Inc. provides consulting engineering and technology services to municipalities, state agencies, county governments, and sanitary districts throughout Wisconsin, Illinois, Florida, and Texas. Dedicated to promoting a sustainable future, our staff of more than 400 talented engineers, surveyors, technicians, and support personnel incorporates innovative techniques along with tried-and-true processes.

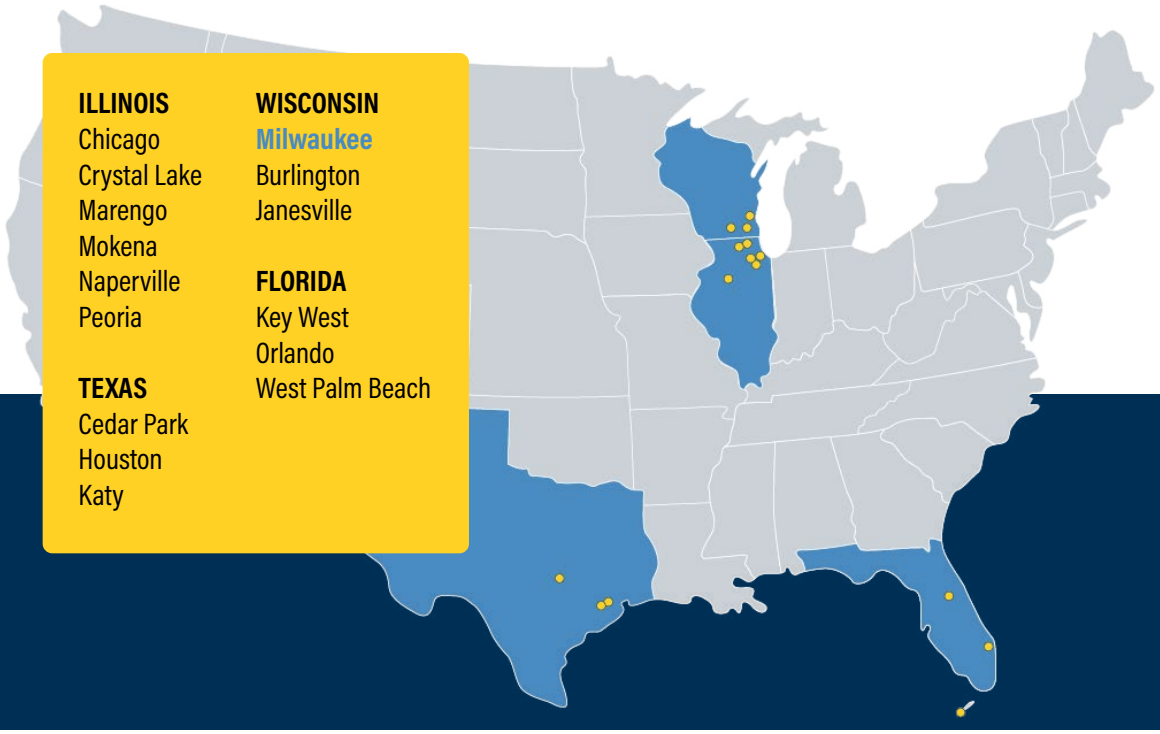
Baxter & Woodman provides planning, design, construction, and technology services for transportation, water, wastewater, and storm water facilities for municipalities, counties, state agencies, and more. Environmental, geographic information systems (GIS), water and wastewater operations, and advanced technology needs complement the firm's civil engineering expertise. The company has several subsidiaries including ones focused on Natural Resources, Municipal Technology, and Design-Build project delivery.

We are
Infrastructure planning, design, and construction.

Water/Wastewater, Roads/Highways, Water Resources/Stormwater, Technology

Regional Offices

Baxter & Woodman's 15 regional offices provide our clients with local presence and responsive service. Our team offers services that extend well beyond typical engineering consulting. We are committed to building community value with each and every project we complete. Staff proposed to lead your project are based out of our Milwaukee office.



ILLINOIS
Chicago
Crystal Lake
Marengo
Mokena
Naperville
Peoria

TEXAS
Cedar Park
Houston
Katy

WISCONSIN
Milwaukee
Burlington
Janesville

FLORIDA
Key West
Orlando
West Palm Beach

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Leadership

Our leadership team is made up of dedicated, focused, and experienced executives who champion every aspect of our business and consistently inspire us to achieve the next level of success.

Baxter & Woodman is a privately held, employee-owned corporation. The company's success and integrity are determined by our employee shareholders. This corporate structure benefits our clientele because the project team assigned to each client has a direct vested interest in the success of each project. The corporation has 190 shareholders, all of whom are active full-time employees. The firm is governed by a Board of Directors who are elected annually by the shareholders.

Baxter & Woodman has achieved the ranking of **#291** on the Engineering News Record list of Top Design Firms in the Country!

John Ambrose, PE
President/CEO

Rebecca Travis, PE, ENV SP
Executive Vice President

Louis Haussmann, PE, PTOE, PTP
Executive Vice President and Chief Operating Officer

Michael Kurzy, PE
Executive Vice President

Derek Wold, PE, BCEE
Executive Vice President

Sean O'Dell, PE
Executive Vice President

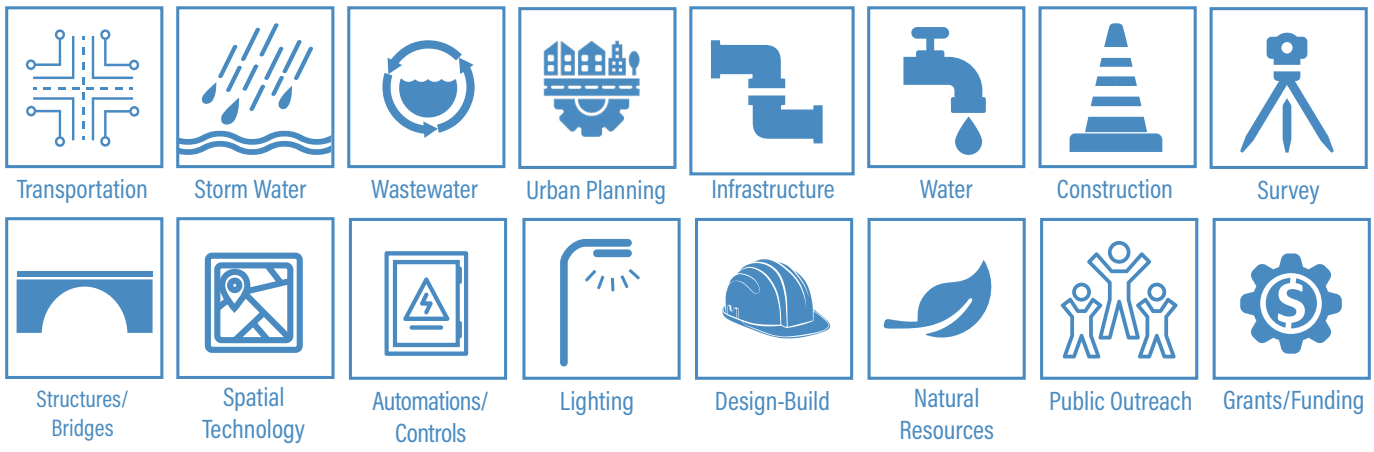
Team

Our combined work force totals 400+ talented individuals including wastewater, civil, transportation, mechanical, structural, electrical, and environmental engineers. The engineering staff is supported by trained technicians, licensed water and wastewater operators, licensed electricians, registered surveyors, GIS/GPS analysts, CAD operators, construction inspectors, and administrative assistants.

An integral part of Baxter & Woodman's history, firm founders Richard Baxter & Lorrin Woodman instilled the values of hard work, perseverance, and integrity into the fabric of the company. That legacy still lives today as we are a team of focused, committed, and service-oriented professionals.

Diverse In-House Services

The strength of the Baxter & Woodman team comes from the cohesive and cooperative work effort gained from having expertise in numerous disciplines. We offer a **full range of municipal services** from project inception construction close-out. All necessary engineering services are provided in-house with the exception of geotechnical engineering.



Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Key Personnel

The Department will receive the benefits of a local, comprehensive, and knowledgeable project team. Our team brings outstanding responsiveness, and the ability to effectively collaborate with your staff and other project stakeholders. We understand the importance of being responsive to your needs, and meeting your budgetary and schedule goals. Project Manager Ryan Wallace, PE will be your primary point of contact who has the authority to resolve issues in an expeditious manner. Detailed resumes follow for key staff as well as brief qualification summaries for support team members.

*** Key Staff**

QA/QC Review
Dave Hemmerich, PE

Project Manager
Ryan Wallace, PE*

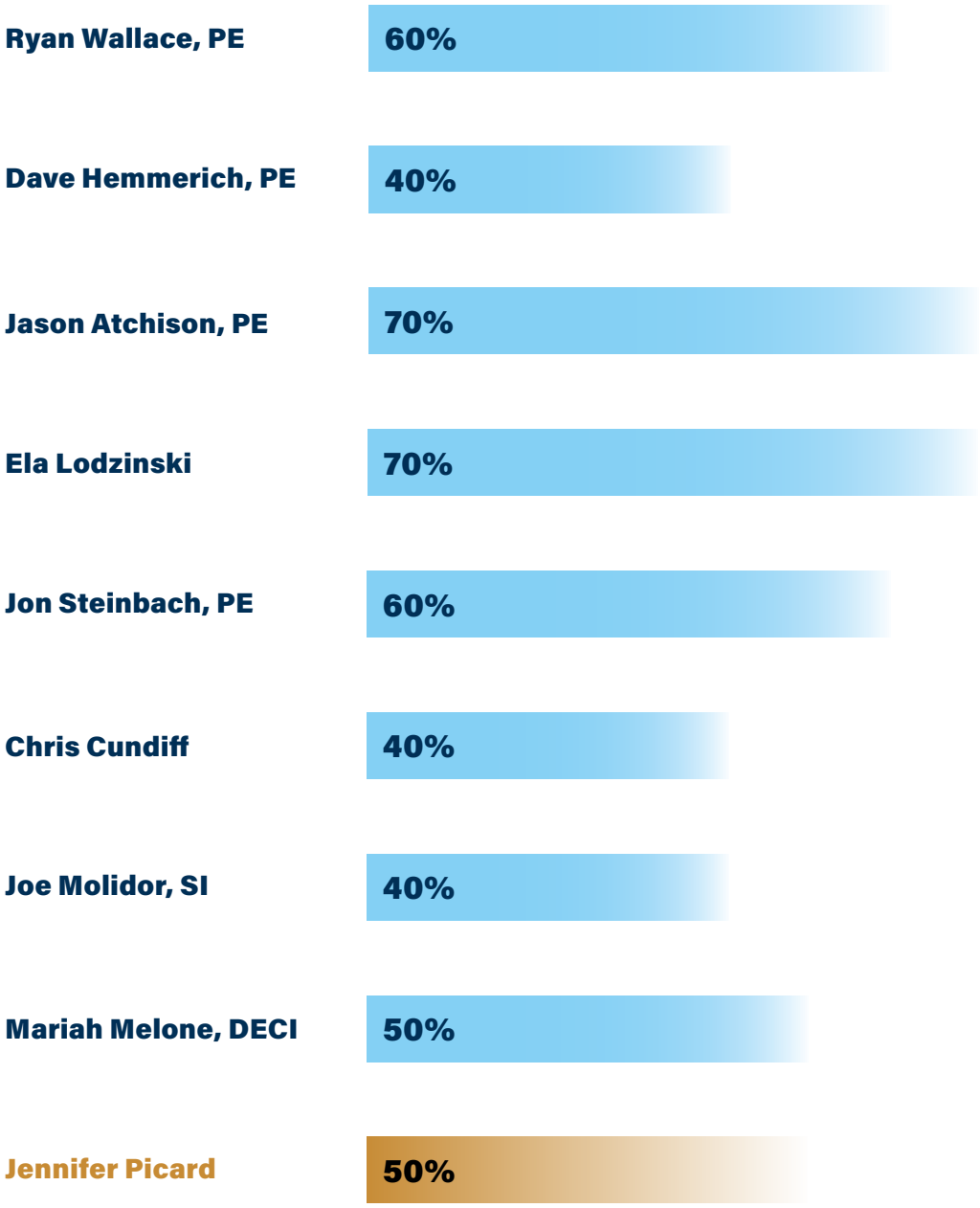
Design Engineer	Environmental Coordination	Drainage
Jason Atchison, PE*	Ela Lodzinski*	Jon Steinbach, PE
Visualization	**Land Surveyor**	**Wetland Delineation (If Needed)**
Chris Cundiff	Joe Molidor, SI	Mariah Melone, DECI

Historical/Archaeological
Jennifer Picard (University of Wisconsin-Milwaukee Cultural Resource Management)

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Personnel Commitment

Baxter & Woodman is committed to providing the appropriate personnel, equipment, and facilities to perform the scope of services required for this project. Based on both current and projected project workloads, our staff will have adequate time and the necessary resources available to serve the Department. Below is the percentage of time our team can dedicate to this project.



Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Ryan E. Wallace, PE

Project Manager

EDUCATION
B.S., Civil Engineering, University of Iowa, 2008

Joined Firm in 2008

Years of Experience: 16

Office Location: Milwaukee

REGISTRATIONS
Licensed Professional Engineer: Wisconsin, Illinois, and Florida

CERTIFICATIONS
ACEC-WI Leadership Institute - 2022 Graduate

ASSOCIATIONS
American Council of Engineering Companies of Wisconsin (ACEC WI)

American Public Works Association (APWA) Wisconsin Chapter

Ryan is an Assistant Department Manager of Baxter & Woodman's Wisconsin Transportation Department, and he specializes in pavement management analysis, utility coordination, pedestrian and bicycle accommodations, rural highway improvements, and residential street reconstruction. He assists with design and construction services for local, state, and federally funded projects.

REPRESENTATIVE PROJECTS

Fox Point, WI
Bradley Road Reconstruction
Project Manager providing design engineering services for the Village's Bradley Road project. Improvements included realigning and reconstructing 0.8 miles of a rural residential street, installing a new asphalt path, replacing existing ditches with buried perforated storm sewer pipe and shallow swales, installing a bioretention basin, replacing a 48-inch by 72-inch corrugated metal culvert pipe with two 38-inch by 60-inch horizontal elliptical concrete pipes and masonry wingwalls, and installing water main with services. The project required coordination with utilities, Village staff, WDNR, railroad, and residents.

Windsor, WI
Windsor Road Pavement Replacement (ID 6992-00-20)
Project Manager for the design of this Local Program-funded project to remove and replace existing pavement and connect the existing multi-use path along Windsor Road. The limited road right-of-way presented a challenge to allow enough room to replace the existing sidewalk with a 10-foot path. Baxter & Woodman assisted the Village with evaluating options for the path placement that will comply with the funding requirements and align with the Village's long-term goals. Full closure with a short local detour is anticipated.

Windsor, WI
Bull Run Bike Path
Project Engineer for the design of the Bull Run Multi-Use Path, which will provide bicycle and pedestrian access from Windsor Road to Bull Run Park and connect at Southwind Circle. The bike path consists of 490 linear feet of 10-foot-wide asphaltic bike path, curb and gutter demolition, curb ramp installation, and installation of two solar-powered pedestrian crossing signals (Windsor Road).

McHenry County Conservation District, IL
Ridgefield Trace Shared-Use Path
Project Engineer for the design and construction of three miles of 10-foot-wide bike/pedestrian path, including analysis of the existing drainge system and design of a

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

proposed culvert. Wetland delineation was performed, and a wetland report was prepared.

Whitefish Bay, WI

2024 Traffic Signal Replacement - E. Silver Spring Drive/N. Lake Drive

Design Engineer for the design and construction of the Village's 2024 Traffic Signal Replacement. The proposed design replaced aging traffic signal infrastructure while making significant geometric changes to the intersection that led to increased pedestrian safety while maintaining optimal traffic flow. Ryan worked alongside the Village to provide information to the public and adjacent property owners, and coordinated with existing utilities to minimize impacts and construction delays. The design featured improved ADA ramps at all four quadrants, curb bump outs and larger pedestrian refuge islands, and realigned crosswalks, all resulting in a safer intersection for pedestrians.

Oconomowoc, WI

Thackeray Trail Reconstruction

Project Manager for the roadway, storm sewer, and water main design for the three-quarter-mile urban reconstruction and rehabilitation project. The project is located on Thackeray Drive beginning at Silver Lake Street to the west and ending at Summit Avenue to the east. The existing pavement adjacent to Silver Lake Street was pulverized and overlaid, while the newly constructed extension had surface course added. The existing rural boulevard sections were reconstructed to an urban section with the removal of the existing grass median. Sidewalks were included, as well as the addition of a raised crosswalk/speed table due to concerns of higher speeds with the new road extension and the nearby school. Challenges included designing a dual-main storm sewer system and water main replacement to fit within the reduced pavement width; construction staging and phasing to maintain access to businesses at the Summit Avenue intersection, and addressing the storm sewer and roadway requiring shallow slopes to carry significant off-site drainage to the newly designed storm water pond at Whitman Hills Park. The project required coordination with utilities, Village staff, WDNR, and WisDOT permits.

Wauwatosa, WI

Bicycle and Pedestrian Facilities Committee

Resident Member: June 2017 - June 2018

Chairperson: July 2018 - Current

The committee's mission is to: "Create a community where bicycling and walking are integral components to the quality of life and economic development and contribute to Wauwatosa being a healthy, safe, and livable city." The primary role is to promote walking and biking and verify appropriate implementation of the 2014 Bicycle and Pedestrian Facilities Plan.

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Jason A. Atchison, PE

Design Engineer

EDUCATION
B.S., Civil Engineering, University of Wisconsin-Milwaukee, 2014

Joined Firm in 2017

Years of Experience: 10

Office Location: Milwaukee

REGISTRATIONS
Licensed Professional Engineer: Wisconsin and Florida

CERTIFICATIONS
ACEC-WI Leadership Institute - 2022 Graduate

ASSOCIATIONS
American Public Works Association - WI Chapter
2023-2026 - Communications Committee Chair
2022-2023 - YP Committee Vice Chair
Emerging Leaders Class XVI (2023)

Institute of Transportation Engineers - WI Chapter

American Council of Engineering Companies (ACEC) of Wisconsin

Jason serves as an Assistant Department Manager of Baxter & Woodman's Wisconsin Transportation Department and is a Transportation Project Manager. He has experience in roadway and traffic signal design and final plan preparation, as well as preparation of plans, specifications, and compiling cost estimates, inspection of mill and overlay operations, and the creation of traffic forecasts and signal modeling using Synchro.

Jason was instrumental in the design of Clinton Road in Windsor, which was a 2022 ACEC-WI Engineering Excellence Award winner. The design had a strong storm water component, as well as improving the rural road cross-section to an urban configuration.

REPRESENTATIVE PROJECTS

Whitefish Bay, WI
2024 Traffic Signal Replacement - E. Silver Spring Drive/N. Lake Drive
Project Manager/Lead Engineer for the design and construction of the Village's 2024 Traffic Signal Replacement. The proposed design replaced aging traffic signal infrastructure while making significant geometric changes to the intersection that lead to increased pedestrian safety while maintaining optimal traffic flow. Jason worked alongside the Village to provide information to the public and adjacent property owners, and coordinated with existing utilities to minimize impacts and construction delays. The design featured improved ADA ramps at all four quadrants, curb bump outs and larger pedestrian refuge islands, and realigned crosswalks, all resulting in a safer intersection for pedestrians.

Windsor, WI
Bull Run Bike Path
Project Engineer for the design of the Bull Run Multi-Use Path, which will provide bicycle and pedestrian access from Windsor Road to Bull Run Park and connect at Southwind Circle. The bike path consists of 490 linear feet of 10-foot-wide asphaltic bike path, curb and gutter demolition, curb ramp installation, and installation of two solar-powered pedestrian crossing signals (Windsor Road).

Wisconsin Department of Transportation
STH 31 (Illinois State Line to STH 50) ID 2390-08-00
Assisted with providing design engineering services for a perpetuation project along approximately file miles of Green Bay Road (STH 31) from the Illinois State Line to STH 50 through the Village of Pleasant Prairie and City of Kenosha in Kenosha County. The scope of work included diamond grinding of the four-lane to six-lane divided concrete pavement, concrete pavement

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

patching, spot curb and gutter, drainage structure repairs, crack sealing, and replacement of a failed multi-pipe culvert headwall, wingwalls, and apron.

Windsor, WI

Windsor Road Pavement Replacement (ID 6992-00-20)

Assisted with design engineering services for this Local Program-funded project to remove and replace existing pavement and connect the existing multi-use path along Windsor Road. The limited road right-of-way presented a challenge to allow enough room to replace the existing sidewalk with a 10-foot path. Baxter & Woodman assisted the Village with evaluating options for the path placement that will comply with the funding requirements and align with the Village's long-term goals. Full closure with a short local detour is anticipated.

Oconomowoc, WI

Thackeray Trail Reconstruction

Project Engineer for the roadway, storm sewer, and water main design for the three-quarter-mile urban reconstruction and rehabilitation project. The project is located on Thackeray Drive beginning at Silver Lake Street to the west and ending at Summit Avenue to the east. The existing pavement adjacent to Silver Lake Street was pulverized and overlaid, while the newly constructed extension had surface course added. The existing rural boulevard section was reconstructed to an urban section with the removal of the existing grass median. Sidewalks were included and the addition of a raised crosswalk/speed table due to concerns of higher speeds with the new road extension and the nearby school.

Windsor, WI

Clinton Road Improvements

Project Engineer assisting with engineering design services for roadway and water main replacement along Clinton Road. The project included complete pavement and base course replacement with a rural cross-section with ditches. Storm drainage enhancements and improvements are include to provide proper drainage to coincide with another project in the Village.

Greenfield, WI*

Beloit Glide Trail

Staff Engineer for the design of a bike path approximately 1,300 lineal feet long along the south side of Beloit Road (CTH T). The path connects a subdivision-installed trail (the Woodlands subdivision) and the Oak Leaf Trail. The project services included storm sewer design, way-finding signage, work around wetland delineations, and signal upgrades to provide push buttons and countdown timers.

**While working for others*

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Elizabeth Lodzinski

Environmental Coordination

EDUCATION

B.S., Civil Engineering, Milwaukee School of Engineering, 2019

Joined Firm in 2019

Years of Experience: 6

Office Location: Milwaukee

ASSOCIATIONS

American Public Works Association - WI Chapter
2022-2025 - YP Committee Chair
2021-2022 - YP Committee Member

American Society of Civil Engineers - WI SE Region
2019-2023 - Younger Member Group Student Chapter Liaison

American Council of Engineering Companies of Wisconsin

ACHIEVEMENTS

American Society of Civil Engineers (ASCE) Habitat for Humanity Member

Nominated for the 2023 APWA Wisconsin Emerging Public Works Leader

TECHNICAL EXPERIENCE

Autodesk
AutoCAD
Civil 3D
Revit

Ela is a transportation engineer with design experience in roadway improvements for a variety of municipal, county, and state agency projects. She recently was Project Engineer for the reconstruction of Clinton Road (CTH DM) in the Village of Windsor. She assisted with the rural-to-urban design, which required a full water main replacement. Ela is familiar with WisDOT standards and practices.

REPRESENTATIVE PROJECTS

Fox Point, WI

Bradley Road Reconstruction

Project Engineer providing design engineering services for the Village's Bradley Road project. Improvements included realigning and reconstructing 0.8 miles of a rural residential street, installing a new asphalt path, replacing existing ditches with buried perforated storm sewer pipe and shallow swales, installing a bioretention basin, replacing a 48-inch by 72-inch corrugated metal culvert pipe with two 38-inch by 60-inch horizontal elliptical concrete pipes and masonry wingwalls, and installing water main with services. The project required coordination with utilities, Village staff, WDNR, railroad, and residents.

Wisconsin Department of Transportation

STH 31 (Illinois State Line to STH 50) ID 2390-08-00

Project Engineer providing design engineering services for a perpetuation project along approximately five miles of Green Bay Road (STH 31) from the Illinois State Line to STH 50 through the Village of Pleasant Prairie and City of Kenosha in Kenosha County. The scope of work included diamond grinding of the four-lane to six-lane divided concrete pavement, concrete pavement patching, spot curb and gutter, drainage structure repairs, crack sealing, and replacement of a failed multi-pipe culvert headwall, wingwalls, and apron.

Windsor, WI

Windsor Road Pavement Replacement (ID 6992-00-20)

Project Engineer for this Local Program-funded project to remove and replace existing pavement and connect the existing multi-use path along Windsor Road. The limited road right-of-way presented a challenge to allow enough room to replace the existing sidewalk with a 10-foot path. Baxter & Woodman assisted the Village with evaluating options for the path placement that will comply with the funding requirements and align with the Village's long-term goals. Full closure with a short local detour is anticipated.

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Oconomowoc, WI

Thackeray Trail Reconstruction

Project Engineer for roadway, storm sewer, and water main for the three-quarter-mile urban reconstruction and rehabilitation on Thackeray Drive from Silver Lake Street to Summit Avenue. The existing pavement adjacent to Silver Lake Street was pulverized and overlaid; while the newly constructed extension had surface course added. The rural boulevard section was reconstructed to an urban section and the grass median was removed. Sidewalks were added as well as a raised crosswalk/speed table due to speeding concerns caused by the new road extension and the nearby school. Challenges included designing a dual-main storm sewer system and water main replacement to fit within the reduced pavement width; construction staging to maintain access to businesses; and designing the storm sewer to carry significant off-site drainage to the newly designed storm water pond at Whitman Hills Park. The project required coordination with utilities, Village staff, WDNR, and WisDOT permits and was constructed in 2021.

Fox Point, WI

2022 Street and Utility Reconstruction Project - Phase I

Project Engineer for the first phase of the Village's 2022 Road and Utility Program. Phase I of the project consisted of two locations - Wye Lane from Lake Drive through the cul-de-sac, and the terrace of Port Washington Road from Bradley Road to Indian Creek Parkway. Improvements along Wye Lane included resurfacing an 18-foot-wide rural residential street, replacing culverts storm sewers and shallow swales, installing water main with services, and adjusting sanitary sewer manholes. The improvements along Port Washington Road included water main and service replacement. Phase I was constructed in summer 2022.

Sussex, WI

2021 Road Program

Project Engineer for the Village's 2021 Road Program. The project included road and utility rehabilitation throughout seven locations, consisting of asphalt pavement resurfacing, concrete pavement patching, spot curb and gutter repairs, installation of concrete sidewalk and curb ramps, and site restoration. The project also included reconstruction of an urban section along Sussex Road from Silver Spring Drive to Village Drive consisting of replacing the concrete pavement, base course, and curb and gutter. The final portion of the project included ditch grading and installation of a bioretention pond.

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Dave Hemmerich, PE
QA/QC Review

Dave provides design and construction observation services for clients' rural and urban roadways, site development, and water and sewer extension projects, which allows him to bring a well-rounded, practical perspective to projects. He recently served as Project Manager for Wind Point's Lighthouse Park Path.

Years of Experience: 21
Location: Burlington, WI

Jon Steinbach, PE
Drainage Engineer

Jon's experience in sustainable civil infrastructure includes municipal, institutional, and private development projects. He has technical expertise in storm water management, hydrology and hydraulic analysis, grading design, utility design, paving design, and erosion control.

Years of Experience: 26
Location: Milwaukee, WI

Chris Cundiff
Visualization Specialist

Chris has over 29 years of experience in data visualization with a background in 3D design, modeling, lighting, rendering, video production, motion graphics, and excellent customer relationship skills. He is proficient in creating and presenting media that provides a clearer understanding of project features.

Years of Experience: 29
Location: Crystal Lake, IL

Joe Molidor, SI
Land Surveyor

Joe manages our Corporate Survey Department, which focuses on providing accurate surveying services using both conventional GPS and remote sensing data collection. He is a commercially licensed UAS pilot. By following strict safety protocols, flights are conducted safely and in compliance with regulations.

Years of Experience: 21
Location: Crystal Lake, IL

Mariah Melone, DECI
Wetland Delineation

Mariah's areas of specialization include wetland delineations, threatened and endangered species surveys, tree surveys, environmental consultation for solar farm projects, stream ecology and restoration, prairie/woodland/wetland restoration, pond and lake shoreline restoration, and vegetation monitoring.

Years of Experience: 5
Location: Crystal Lake, IL

Jennifer Picard
Historical/Archaeological Investigations

Jennifer has over a decade of experience pertaining to cultural resource management and archaeological/burial sites in the Midwest. She currently serves as Senior Project Manager and Principal Investigator for University of Wisconsin-Milwaukee, providing cultural resource consultation and oversight.

Years of Experience: 10
Location: Milwaukee, WI

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Reliability of Firm

Our team has extensive experience working with WisDOT, and understands the process of obtaining necessary permits and approvals for transportation projects, including shared-use paths. We will work with WisDOT to confirm that the necessary permits, reviews, and approvals are obtained in a timely and efficient manner. **Baxter & Woodman is also a member of WisDOT's Roster of Eligible Engineering Consultants.** Currently, our staff are involved with nine WisDOT projects within the Local Program, one project in the SISP program, and three traditional roadway projects. We are confident in our understanding of the WisDOT design and project delivery process.

	Relevant Project Elements					
Baxter & Woodman Projects	**HMA Shared Path/Sidewalk**	**WisDOT Process**	**Sidewalk**	**Funding**	**Real Estate**	**Completion Year**
*Village of Windsor, Windsor Road Improvements (WisDOT ID 6992-00-20)	X	X	X	STP Urban	X	2024
*Village of Whitefish Bay, 2024 Traffic Signal Replacement (WisDOT ID 3700-00-71)		X	X	SISP	X	2023
WisDOT (SW Region), STH 33/80 Improvements (ID 5040-03-01/5100-01-03)		X	X	State	X	2026
*WisDOT (SE Region), STH 31 Improvements (ID 2390-08-00)		X		State/Federal		2024
WisDOT (SW Region), STH 113 Rehabilitation (ID 5620-00-02)	X	X		State/HSIP	X	2025
WisDOT (SW Region), STH 23 Bridge Rehabilitation (ID 5255-01-01)		X		State/Federal		2025
Village of Bristol, 208th, 210th, 124th ST (ID 3830-08-00)		X		STP Urban		2024
Town of Linn, Lacky Lane Bridge Replacement (ID 3846-00-05)		X		Local Bridge Program	X	2024
Town of Farmington, Milwaukee River Bridge Replacement (ID 4826-00-01)		X		Local Bridge Program	X	2024
*Village of Fox Point, Bradley Road Improvements			X			2024
*McHenry County Conservation District (IL), Ridgefield Trace Shared-Use Path	X			Federal		2019

**Project Summary Included*

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Village of Whitefish Bay, WI

2024 Traffic Signal Replacement (3700-00-71)

Baxter & Woodman provided design engineering for traffic signal replacement with new signal timing, and geometric changes improve traffic flow and pedestrian safety. Pedestrian crossings were shifted to provide shorter crossings at improved angles to the opposing traffic. Adjustments to refuge islands were incorporated to further shorten the pedestrian crossings, while also allowing for proper placement of signal equipment. Curb bump outs were utilized in the southern half of the intersection to provide traffic calming and room for proper ADA ramps. A special ADA ramp with a custom handrail was designed to provide access to a private business. Several signal timing models were performed to confirm that the new signal phasing, when combined with new intersection geometry, provided adequate functionality of the intersection.

Similar Elements

- WisDOT Process
- Sidewalk
- ADA Ramps/Crosswalks
- SISP Funding

Key Personnel

Jason Atchison, Ryan Wallace, and Dave Hemmerich

Design Years

2022-2023

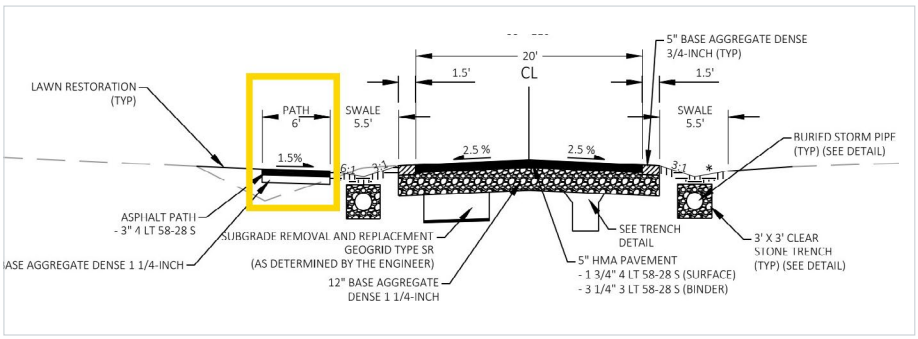
Reference

Spencer Charczuk, Staff Engineer
(414) 962-6690 ext. 123
s.charczuk@wfbvillage.gov

Village of Fox Point, WI

Bradley Road Improvements

Improvements were made to Bradley Road, a minor collector from Port Washington Road to Lake Drive. Improvements included realigning and reconstructing 0.8 miles of a rural residential street, installing an asphalt path, replacing ditches with buried perforated storm sewer pipe and shallow swales, installing a bioretention basin, replacing a 48- by 72-inch corrugated metal culvert pipe with two 38- by 60-inch horizontal elliptical concrete pipes and masonry wingwalls, and installing water main with services. This project required coordination with utilities, Village staff, WDNR, railroad, and residents. Construction is scheduled for the spring of 2024.



Similar Elements

- Path
- Multi-Agency Coordination

Key Personnel

Ryan Wallace, Ela Lodzinski, Jason Atchison, Joe Molidor, Jon Steinbach, and Dave Hemmerich

Design Years

2021-2024

Reference

Scott Brandmeier
Director of Public Works/Engineer
(414) 247-6624
sbrandmeier@villageoffoxpoint.com

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

Wisconsin Department of Transportation

STH 31, Kenosha County (ID 2390-08-00)

WisDOT proposed a perpetuation project on the 5-mile segment of Green Bay Road (STH 31) from the Illinois state line to STH 50 through the Village of Pleasant Prairie and the City of Kenosha in Kenosha County to maintain the service life of the existing 4- to 6-lane divided concrete pavement. The scope included concrete pavement patching, spot curb & gutter and drainage structure repairs, ramp design, crack sealing, and diamond grinding on the pavement and replacement of a failed multi-pipe culvert headwall, wingwalls, apron.

Baxter & Woodman's work included conducting a pavement condition survey using geo-referenced drone flight imagery and reviewing the high resolution imagery in the office (taking days instead of weeks); completing topographic survey on the culvert repair area; evaluating ADA ramps and preparing a memo; preparing a pavement condition report on recommended pavement repairs; preparing a categorical exclusion checklist, Type 2 Traffic Management Plan with traffic control design, and perpetuation design study report; preparing a highway plat for a potential TLE for the culvert repair; coordinating and obtaining an Illinois DOT permit for traffic control measures on approach to the project limits; coordinating with various agencies to assist the DOT with utility coordination, railroad coordination, municipal coordination, and public information; and preparing preliminary and final PSE documents.

Similar Elements
- WisDOT Process
- ADA Ramps/Crosswalks
- Multi-Agency Coordination

Key Personnel
Dave Hemmerich, Ela Lodzinski, Jason Atchison, Ryan Wallace, and Joe Molidor

Design Years
2020-2022

Reference
Christopher Zacharias
Project Manager - SE Region
(262) 548-5903
Christopher.Zacharias@dot.wi.gov

Village of Windsor, WI

Windsor Road Pavement Replacement ID 6992-00-20

Windsor Road is one of the primary east-to-west roadways within the Village. The roadway showed deteriorated asphalt surface and signs of potential base failures. The purpose of this Local Program project is to remove and replace existing pavement, and connect the existing multi-use path along Windsor Road.

The limited road right-of-way presented a challenge to allow enough room to replace the existing sidewalk with a 10-foot path. Baxter & Woodman assisted the Village with evaluating options for the path placement that will comply with the funding requirements and align with the Village's long-term goals.

Full closure with a short local detour is anticipated.

Similar Elements
- Path Alternatives Evaluation
- WisDOT Local Program

Key Personnel
Ryan Wallace, Jason Atchison, and Ela Lodzinski

Design Years
2021-2024

Reference
Davis Clark
Director of Public Works
(608) 888-0066
davis@windsorwi.gov

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

McHenry County Conservation District, IL

Ridgefield Trace Multi-Use Path

Baxter & Woodman assisted with design and construction engineering services for a $2 million federally-funded multi-use path between the cities of Crystal Lake and Woodstock. The path spans over nine miles and provides a connection with the Conservation District's 26-mile Prairie Trail and other trail networks.

The first segment is a two-mile trail section consisting of a bituminous concrete surface on an aggregate base with two-foot earth shoulders, with site restoration and drainage modifications. The path crossed several wetland areas, roadways under various jurisdictions, railroad-roadway crossings, and is located immediately adjacent to several home sites and cemeteries. Consideration of the impact to these areas, and each trail crossing location, was critical and was evaluated in the Phase I report. Wetland mitigation and possible compensatory storage sites were determined. Required permits for the bike/pedestrian path construction were applied for during the Phase I process. Work included assessment of issues, budgeting, and segment prioritization.

Baxter & Woodman designed and coordinated construction of the second one-mile segment with the Walkup Road improvements. The trail included installation of a pedestrian hybrid signal at Walkup Road, and a pedestrian railroad crossing at Oak Street was later constructed in 2018. The third segment of the path opened in 2019 after installation of the pedestrian gates at the Union Pacific railroad crossing.

Project activities were successfully coordinated with various public/private landowners and regulatory agencies, including the City of Crystal Lake, Crystal Lake Park District, McHenry County Division of Transportation, Commonwealth Edison, U.S. Army Corps of Engineers, Illinois Environmental Protection Agency, and Illinois Department of Natural Resources.

The District has received $860,000 in Congestion Mitigation and Air Quality funds and $934,930 in Illinois Transportation Enhancement Program funds. The project was awarded the 2018 IAPD Intergovernmental Collaboration Award.

Similar Elements

- HMA Shared Path
- ADA Ramps/Crosswalks

Key Personnel

Ryan Wallace

Design Years

2007-2017

Reference

John Kremer
Director of Operations & Public Safety
(815) 338-6223
jkremer@mccdistrict.org

Attachment: P&P_Dept_B&W Qualifications for OIT STH 60 East-West Corridor Extension Design

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

ENGINEERING SERVICES CONTRACT

BETWEEN THE WISCONSIN DEPARTMENT OF TRANSPORTATION,

OZAUKEE COUNTY (MUNICIPALITY)

AND BAXTER & WOODMAN, INC. (CONSULTANT) FOR

2696-23-00
Ozaukee Interurban Trail EW
Along STH 60 1ST to Washington
Non Hwy
Ozaukee

This CONTRACT made and entered into by and between the DEPARTMENT, MUNICIPALITY and the CONSULTANT provides for those SERVICES described in the Scope of Services and Special Provisions and is generally for the purpose of providing the SERVICES solicited by the MUNICIPALITY in *Request for Qualifications Design and Engineering Services for the Ozaukee Interurban Trail State Highway 60 East – West Corridor Extension in Ozaukee County* and *design engineering services for new trail*. This Qualification Based Selection was made based on the CONSULTANT'S Notice of Interest response and any interviews conducted.

The DEPARTMENT and MUNICIPALITY deem it advisable to engage the CONSULTANT to provide certain engineering SERVICES and has authority to contract for these SERVICES under sec. 84.01(13), Wis. Stats.

The DEPARTMENT REPRESENTATIVE is: *Greg Hafeman, PE*
Local Program Project Manager
WisDOT DTSD, SE Region
141 NW Barstow Street
PO Box 798
Waukesha, WI 53187-0798
greg.hafeman@dot.wi.gov
(262) 548-8677.

The MUNICIPALITY REPRESENTATIVE is: *Andrew Struck*
Director
Ozaukee County Planning and Parks Department
121 West Main Street
PO Box 994
Port Washington, WI 53074
astruck@ozaukeecounty.gov
(262) 284-8257.

The CONSULTANT REPRESENTATIVE is: *Ryan Wallace, PE*
Project Manager
Baxter & Woodman, Inc.
115 S 84th St, Suite 220
Milwaukee, WI 53214
rwallace@baxterwoodman.com
(815) 444-3309

Attachment: P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

The CONSULTANT SERVICES will be performed for the DEPARTMENT's *Southeast Region* office located in *Waukesha*, WI and will be completed by *6/1/2026*. Deliver PROJECT DOCUMENTS to *WisDOT DTSD, SE Region, PO Box 798, Waukesha, WI 53187-0798*, unless other directions are given by the DEPARTMENT.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT will be from the:

☐ DEPARTMENT ☒ MUNICIPALITY

A. Prime Consultant Basis of Payment

Actual Cost Plus Fixed Fee:

For *all contract services*, actual costs to the CONSULTANT up to $152,685.48, plus a fixed fee of $11,736.99, not to exceed $164,422.47.

B. Subcontract Basis of Payment 1st Tier Subconsultants

Actual Cost Plus Fixed Fee 1st Tier Subconsultant 1:

For *archaeological and architecture history investigations* subcontracted to *The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee* the CONSULTANT'S actual cost to *The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee* based on *The Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee*'s actual cost up to $10,457.28 plus fixed fee of $ 0.00 not to exceed $10,457.28.

Compensation for all SERVICES provided by the CONSULTANT under the terms of the CONTRACT shall be for an amount not to exceed $174,879.75.

This CONTRACT incorporates and the parties agree to all of the standard provisions of the Three Party Design Engineering Services Contract, dated October 18, 2023 and referenced in Procedure 8-15-1 of the State of Wisconsin Department of Transportation Facilities Development Manual. CONSULTANT acknowledges receipt of a copy of these standard provisions.

This CONTRACT incorporates all of the MANUALS defined in the CONTRACT.

The parties also agree to all of the Special Provisions which are annexed and made a part of this CONTRACT, consisting of 10 pages.

Attachment: P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest

THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
SIGNATURE PAGES

Nothing in this CONTRACT accords any third party beneficiary rights whatsoever on any non-party that may be enforced by any non-party to this contract.

For the CONSULTANT

By:_____

Title: _____

Date:_____

For the DEPARTMENT

By: _____

Contract Manager, WisDOT

Date: _____

For the MUNICIPALITY

By:_____

Title: _____

Date:_____

Attachment: P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest

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STANDARD PROVISIONS

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THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

I. DEFINITIONS

A. AUTHORIZATION: written direction from the DEPARTMENT to the CONSULTANT to proceed; it references this CONTRACT, the specific SERVICES to be performed and the DEPARTMENT PROJECT ID to which costs will be charged.

B. CONSTRUCTION CONTRACT: agreement between the DEPARTMENT and a CONTRACTOR setting forth the obligations of the parties to the CONSTRUCTION CONTRACT, including, but not limited to, performance of the WORK, furnishing of labor and materials and basis of payment.

C. CONSULTANT: individual, partnership, joint venture, corporation or agency undertaking the performance of the SERVICES designated under the terms of the CONTRACT and acting directly or through a duly authorized representative.

D. CONSULTANT REPRESENTATIVE: employee designated by the CONSULTANT to act as liaison between the CONSULTANT and the DEPARTMENT or MUNICIPALITY

E. CONTRACT: agreement between the DEPARTMENT and a CONSULTANT setting forth the obligations of the parties to the CONTRACT, including, but not limited to, theses standard provisions, performance of the SERVICES, furnishing of labor and materials and basis of payment. The CONTRACT type may be a MASTER CONTRACT, which will include SERVICES to be provided under a WORK ORDER.

F. CONTRACT AMENDMENT: agreement between the DEPARTMENT and a CONSULTANT setting forth the change in SERVICES from the original contract. The change in compensation, fixed fee and completion date, if any, shall be agreed upon by the DEPARTMENT and the CONSULTANT.

G. CONTRACTOR: individual, partnership, joint venture, corporation or agency undertaking the performance of the WORK designated under the terms of a CONSTRUCTION CONTRACT and acting directly or through a duly authorized representative.

H. DEPARTMENT: Wisconsin Department of Transportation.

I. DEPARTMENT REPRESENTATIVE: employee of the DEPARTMENT in immediate charge of this CONTRACT and designated to act as liaison between the DEPARTMENT and the CONSULTANT

J. FHWA: Federal Highway Administration.

K. MANUALS: DEPARTMENT'S Construction and Materials Manual (CMM); Finals Process for Let Project Closeout; Facilities Development Manual (FDM); LRFD Bridge Manual (BM); and Standard Specifications for Highway and Structure Construction (Standard Specifications,) and materials referenced in those manuals.

L. MASTER CONTRACT: a type of CONTRACT under which WORK ORDERS are issued.

M. MUNICIPALITY: city, village, town, or county.

N. MUNICIPALITY REPRESENTATIVE: employee of the MUNICIPALITY in immediate charge of this CONTRACT and designated to act as liaison between the MUNICIPALITY and the CONSULTANT.

O. PROJECT: specific section of highway proposed for improvement by the DEPARTMENT or MUNICIPALITY in this CONTRACT. Each PROJECT or other described activity has a unique project ID.

P. PROJECT DOCUMENTS: all materials, guides, written instructions, plans, documents, correspondence, forms, computer files, databases, electronic mail messages, work product or other information of any type created by the CONSULTANT for the DEPARTMENT under this CONTRACT.

Q. SERVICES: engineering or other services, labor, equipment, and materials furnished by the CONSULTANT in accordance with this CONTRACT.

R. WORK: The furnishing of all labor, materials, equipment, and incidentals and the performing of all tasks needed to complete the project or a specific part of the project as specified in the CONSTRUCTION CONTRACT, together with the fulfillment of all associated obligations and duties required under the CONSTRUCTION CONTRACT.

S. WORK ORDER: a type of CONTRACT issued under the terms of a MASTER CONTRACT.

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II. SCOPE OF SERVICES

A. General

1. Active Voice
   a. The DEPARTMENT defines the CONSULTANT and DEPARTMENT responsibilities within the contract documents in one of the following ways:
      (1) Taken in context, the contract language makes the responsible party clear.
      (2) Direct commands are written to the CONSULTANT in the active voice-imperative mood.
   b. If the CONSULTANT thinks the responsibility for an action under the CONTRACT is unclear or given to the wrong party, the CONSULTANT will seek clarification from the DEPARTMENT.
   c. Sentences directing the CONSULTANT to perform SERVICES are written in the active voice-imperative mood. These CONSULTANT directions are written as commands. For example, the basic requirement to perform the CONTRACT SERVICES would be expressed as, “Furnish all SERVICES to accomplish this CONTRACT," rather than “The CONSULTANT shall furnish all SERVICES to accomplish this CONTRACT”. In the imperative mood, the subject "the CONSULTANT” is understood.
   d. Requirements to be performed by others are written in the active voice. Sentences written in the active voice identify the party responsible for performing the action. For example, "The DEPARTMENT will provide manuals, guides, written instructions and other information and data necessary to enable the CONSULTANT to perform the SERVICES to the same standards required of the DEPARTMENT’S personnel." Certain requirements of the CONSULTANT may also be written in the active voice, rather than the active voice-imperative mood, if the sentence includes requirements for others in addition to the CONSULTANT. For example, a sentence that involves action by both the CONSULTANT and the DEPARTMENT would be expressed, “At the request of the DEPARTMENT, the CONSULTANT shall furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES."
   e. Sentences that define terms, describe a product or desired result, or describe a condition that may exist are written in neither the active voice nor the imperative mood. These types of sentences that describe a condition use verbs requiring no action. For example, "The DEPARTMENT REPRESENTATIVE is identified in the CONTRACT."
2. Perform all SERVICES consistent with applicable standards and requirements contained in the MANUALS. Revisions to the MANUALS made subsequent to the execution of this CONTRACT will be considered as orders defined in (IV)(B)(1.)
3. Furnish all SERVICES, materials, equipment, supplies, and incidentals other than those designated in writing to be furnished by the DEPARTMENT or MUNICIPALITY and check or test them prior to use.
4. The DEPARTMENT and FHWA may participate in all conferences and reviews.
5. Confer with the DEPARTMENT and prepare and present such information and studies pertinent or requested by the DEPARTMENT to enable it to reasonably pass judgment on the features of the SERVICES. The CONSULTANT shall make such changes or revisions to the SERVICES required by the DEPARTMENT.
6. The DEPARTMENT and MUNICIPALITY reserve the right to select the alternative to be used and may request additional alternatives be studied.
7. At the request of the DEPARTMENT or MUNICIPALITY furnish maps, portions of plans, supplemental reports or other information relating to the SERVICES.

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8. This CONTRACT serves as a permit under sec. 86.07(2), Wis. Stats., for the CONSULTANT to perform the SERVICES on property under the jurisdiction of the DEPARTMENT or MUNICIPALITY, unless a separate permit is required by the DEPARTMENT or MUNICIPALITY REPRESENTATIVE. The CONSULTANT is an authorized representative of the DEPARTMENT or MUNICIPALITY for purposes of the right of entry under sec. 84.01(10), Wis. Stats., to enter private lands to perform the SERVICES.
9. The SERVICES under this CONTRACT are subject to review and approval by the DEPARTMENT at those appropriate steps defined in detail in the MANUALS.

B. Control and Authority
   1. DEPARTMENT
      (1) The DEPARTMENT REPRESENTATIVE is identified in this CONTRACT and will monitor CONSULTANT compliance with the CONTRACT.

C. SERVICES to be Performed by the CONSULTANT
   1. Perform field operations in accordance with Occupational Safety and Health Administration (OSHA) regulations and accepted professional practice.
   2. Design Reports
      a. Prepare and submit a Design Study Report as set forth in the MANUALS.
   3. Environmental Documentation
      a. Assess the probable environmental impacts of the PROJECT as described in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Recommend the appropriate level of environmental documentation to the MUNICIPALITY.
      Upon the MUNICIPALITY's concurrence of the level of environmental documentation, prepare the appropriate environmental documentation.
   4. Railroad and Utility Coordination
      a. Arrange for applicable utility and railroad coordination as set forth in the MANUALS.
      b. Provide necessary information to allow the DEPARTMENT or MUNICIPALITY to negotiate utility and railroad agreements.
   5. Surveys
      a. Make surveys to accomplish the SERVICES in accordance with the MANUALS.
      b. Surveys shall be tied into the coordinate system as specified in the Special Provisions.
   6. Soils and Subsurface Investigation
      a. Prepare a Soils Report(s) in accordance with the MANUALS.
      b. Recommend additional subsurface SERVICES, if warranted.
   7. Public Involvement
      a. Prepare a Public Involvement Plan according to the MANUALS.
      b. Maintain a log of public and agency involvement activities.
      c. Assist the DEPARTMENT in answering all questions received from the general public.
   8. Schedule and attend meetings and conferences as required in the Special Provisions.
   9. Prepare the Plans, Specifications, and Estimates (P.S. & E.) as specified in the MANUALS.
   10. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring changes or revisions in accepted SERVICES.

D. Agency Coordination
   1. General
      a. Consult with applicable affected local, state, and federal agencies and supply them with the necessary information according to the MANUALS.
      b. Contact with the FHWA shall be only through the DEPARTMENT.
   2. Prepare necessary permit applications according to the MANUALS.

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THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

III. PROSECUTION AND PROGRESS

A. Start of Services
   1. Commence SERVICES upon AUTHORIZATION from the MUNICIPALITY.
   2. The DEPARTMENT and MUNICIPALITY will not be liable for payment for SERVICES performed without AUTHORIZATION.

B. Progress
   1. Prepare progress reports documenting the SERVICES performed to date.

C. Completion of Services
   1. Notify the DEPARTMENT when the SERVICES have been completed.
   2. The DEPARTMENT will notify the CONSULTANT of the formal acceptance of the completed SERVICES.

D. Delays and Extensions
   1. The DEPARTMENT may extend the time for completion, with a CONTRACT AMENDMENT, in the event of an excusable non-compensable delay as defined in the Standard Specifications.
   2. Prior to completion of the CONTRACT, request, if desired, a CONTRACT AMENDMENT for an excusable delay.

E. Termination of Contract
   1. Termination for Cause – Default
      a. The DEPARTMENT may terminate this CONTRACT, in whole or in part, upon default by CONSULTANT, including:
         (1) Failing to begin the SERVICES under the CONTRACT within the time specified.
         (2) Failing to perform the SERVICES with sufficient workers, equipment, or materials to complete the SERVICES within the specified time.
         (3) Failing to complete the CONTRACT within the CONTRACT time specified, as extended by the DEPARTMENT.
         (4) Performing the SERVICES unsuitably, or not obeying a DEPARTMENT directive to remove and replace or otherwise correct unacceptable SERVICES.
         (5) Discontinuing the prosecution of the SERVICES before completion without the DEPARTMENT'S permission.
         (6) Failing to resume SERVICES that the DEPARTMENT discontinued within a reasonable time after notice to do so.
         (7) Insolvency or bankruptcy, or committing an act of bankruptcy or insolvency.
         (8) Allowing a final judgment against the CONSULTANT to stand unsatisfied for a period of 48 hours.
         (9) Making an assignment for the benefit of creditors.
         (10)Failing to comply with the provisions of the CONTRACT.
         (11)Failing to acquire or maintain the required insurance.
         (12)Failing to perform the SERVICES in an acceptable manner.
      b. The DEPARTMENT will notify CONSULTANT in writing of a default condition specifying the default and the action required. If the CONSULTANT, within a period of 10 calendar days of the notice, fails to proceed satisfactorily in compliance therewith, the DEPARTMENT then has full power and authority to take the performance of SERVICES out of the hands of the CONSULTANT; to use all suitable materials and equipment on the project; or to enter into CONTRACT, or use other methods that the DEPARTMENT requires to perform the SERVICES.
      c. If the DEPARTMENT takes over or reassigns the incomplete SERVICES (III)(E)(a), the DEPARTMENT will deduct all additional costs and damages and the costs and charges of completing the SERVICES under CONTRACT from payments due the CONSULTANT. If that total exceeds the sum that would have been payable under the CONTRACT, the

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DEPARTMENT will consider the CONSULTANT liable, and the CONSULTANT shall pay the excess sum to the DEPARTMENT.

d. The DEPARTMENT will not relieve the CONSULTANT of the liability for the assessment of liquidated damages because of the CONSULTANT'S default.
e. The rights and remedies of the DEPARTMENT are in addition to all other rights and remedies provided by law or under the CONTRACT.

2. Termination for Convenience
   a. The DEPARTMENT may terminate the CONTRACT in whole or in part after determining that termination is in the DEPARTMENT'S or the public interest.
   b. The DEPARTMENT will deliver to the CONSULTANT a termination notice specifying the extent of termination and the effective date.
   c. Upon receipt of a termination notice, do not proceed with the affected SERVICES unless directed to do so in that notice. Complete all SERVICES specified in the termination notice. The DEPARTMENT reserves the right to declare in default a CONSULTANT who does not carry out the conditions of a termination for convenience.
   d. If the DEPARTMENT orders termination of the CONTRACT for convenience, the CONSULTANT shall be paid for the SERVICES rendered, an amount bearing the same ratio to the total CONTRACT amount as the amount of SERVICES completed or partially completed and delivered to the DEPARTMENT bears to the total amount of SERVICES provided for herein, as a CONTRACT AMENDMENT.
   e. If the DEPARTMENT directs, the CONSULTANT shall promptly remove equipment and supplies from the project site or other DEPARTMENT property. If the CONSULTANT does not remove the equipment and supplies as directed, the DEPARTMENT may do so at the CONSULTANT'S expense.
   f. The DEPARTMENT will not relieve the CONSULTANT of contractual responsibilities for the SERVICES performed and SERVICES completed.

F. Subletting or Assignment of Contract
   1. Obtain approval to sublet or assign any part of this CONTRACT.
   2. Perform SERVICES amounting to at least one-half of the original CONTRACT amount.
   3. Retain full responsibility for the fulfillment of the CONTRACT.

IV. BASIS OF PAYMENT

A. General
   1. The CONSULTANT will be paid for the performed and approved SERVICES under this CONTRACT.
   2. Reimbursement for costs will be limited to those which are allowable under 48 CFR Part 31 and by DEPARTMENT policy.
   3. Submit invoices for the SERVICES performed to date. The final invoice shall be submitted within three months of completion of SERVICES.
   4. Submit a separate invoice and a separate final invoice for each individual PROJECT.
   5. Payment does not constitute acceptance of unsatisfactory or defective SERVICES.
   6. The DEPARTMENT has the equitable right to set off against any sum due and payable to CONSULTANT under this CONTRACT, any amount the DEPARTMENT determines the CONSULTANT owes the DEPARTMENT, whether arising under this CONTRACT or under any other CONTRACT.
   7. Maintain and make available all records pertaining to all costs incurred for inspection by the DEPARTMENT, the FHWA, and the Comptroller General of the United States for three years following the final payment.
   8. Compensation will not exceed the total CONTRACT amount unless authorized by a CONTRACT AMENDMENT.

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9. Compensation will not be allowed for improper CONSULTANT performance.
10. Pay subconsultants within 10 business days of receipt of a payment for SERVICES performed.

B. SERVICE Orders, Additional SERVICES, or Decreased SERVICES
   1. The DEPARTMENT may give orders regarding the SERVICES including additional SERVICES or the elimination of required SERVICES until the CONTRACT is terminated.
      a. If the order will not increase or decrease SERVICES, there is no change to the CONTRACT amount.
      b. The CONSULTANT must notify the DEPARTMENT if extra compensation is desired for the SERVICES in (IV)(B)(1)(a).
      c. If the order will increase or decrease SERVICES the DEPARTMENT and the CONSULTANT will negotiate adjustments to the CONTRACT amount and submit a CONTRACT AMENDMENT.

C. Errors and Omissions
   1. Be responsible for the accuracy of the SERVICES, and promptly make necessary revisions to its SERVICES resulting from its negligent acts, errors, or omissions without additional compensation.
   2. Give immediate attention to these revisions to prevent or minimize delay to any PROJECT.
   3. Be responsible to the DEPARTMENT for any losses to or costs to repair or remedy as a result of negligent acts, errors or omissions.
   4. Unless terminated, the CONTRACT is in full force and effect for the purposes of requiring revisions in the SERVICES necessary to correct errors or omissions.

V. MISCELLANEOUS PROVISIONS

A. Professional Practice
   1. Perform all SERVICES consistent with generally accepted professional practice.

B. Ownership of Documents
   1. The DEPARTMENT is owner of all PROJECT DOCUMENTS.
   2. Deliver all PROJECT DOCUMENTS within 10 business days of request or completion of CONTRACT.
   3. The DEPARTMENT'S reuse of PROJECT DOCUMENTS other than for the intended PROJECT shall be at the sole risk of the DEPARTMENT.

C. Legal Relations
   1. Comply with and observe applicable federal, state, and local laws, ordinances, and regulations in effect at the time the SERVICES are performed.
   2. Indemnify the DEPARTMENT and the FHWA and all of their officers, agents, and employees on account of any damages to persons or property resulting from negligence in performance of the SERVICES, errors, omissions and/or noncompliance with any applicable federal, state or local laws.
   3. Be responsible for all damages to property or persons arising out of negligent act, error and/or omission.

D. Prevailing Wage Rate
   1. Sec. 103.50, Wis. Stats., the Wisconsin prevailing wage rate law, does not apply.

E. Nondiscrimination in Employment
   1. In connection with the performance of Services under this CONTRACT, the CONSULTANT, for itself, its assignees, and successors in interest, agrees not to discriminate against any employee or applicant because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wisconsin Statute Section 51.01(5), sexual orientation as defined in Wisconsin Statute Section 111.32(13m), or national origin. This provision shall include, but not be limited to the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of

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pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the CONSULTANT further agrees to take affirmative action to ensure equal employment opportunities. The CONSULTANT agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT, setting forth the provisions of this nondiscrimination clause.

2. The CONSULTANT, for itself, its assignees, and successors in interest, agrees to comply with the following "Acts" and "Regulations," respectively, relative to Nondiscrimination in Federally-assisted programs of the U.S. Department of Transportation, Federal Highway Administration (FHWA), as they may be amended from time to time, which are herein incorporated by reference and made a part of this CONTRACT; including but not limited to:
   a. Title VI of the Civil Rights Act of 1964 (42 U.S.C. § 2000d et seq., 78 stat. 252), (prohibits discrimination on the basis of race, color, national origin); 49 CFR Part 21; and 28 C.F.R. section 50.3 (U.S. Department of Justice Guidelines for Enforcement of Title VI of the Civil Rights Act of 1964).
   b. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970, (42 U.S.C. § 4601), (prohibits unfair treatment of persons displaced or whose property has been acquired because of Federal or Federal-aid programs and projects).
   c. Federal-Aid Highway Act of 1973, (23 U.S.C. § 324 et seq.), (prohibits discrimination on the basis of sex).
   d. Section 504 of the Rehabilitation Act of 1973, (29 U.S.C. § 794 et seq.), as amended, (prohibits discrimination on the basis of disability); and 49 CFR Part 27.
   e. The Age Discrimination Act of 1975, as amended, (42 U.S.C. § 6101 et seq.), (prohibits discrimination on the basis of age).
   f. Airport and Airway Improvement Act of 1982, (49 USC § 471, Section 47123), as amended, (prohibits discrimination based on race, creed, color, national origin, or sex).
   g. The Civil Rights Restoration Act of 1987, (PL 100-209), (Broadened the scope, coverage and applicability of Title VI of the Civil Rights Act of 1964, The Age Discrimination Act of 1975 and Section 504 of the Rehabilitation Act of 1973, by expanding the definition of the terms "programs or activities" to include all of the programs or activities of the Federal-aid recipients, sub-recipients and contractors, whether such programs or activities are Federally funded or not);
   h. Titles II and III of the Americans with Disabilities Act, which prohibit discrimination on the basis of disability in the operation of public entities, public and private transportation systems, places of public accommodation, and certain testing entities (42 U.S.C. §§ 12131 – 12189) as implemented by Department of Transportation regulations at 49 C.F.R. parts 37 and 38.
   i. The Federal Aviation Administration's Non-discrimination statute (49 U.S.C. § 47123) (prohibits discrimination on the basis of race, color, national origin, and sex).
   j. Executive Order 12898, Federal Actions to Address Environmental Justice in Minority Populations and Low-Income Populations, which ensures discrimination against minority populations by discouraging programs, policies, and activities with disproportionately high and adverse human health or environmental effects on minority and low-income populations.
   k. Executive Order 13166, Improving Access to Services for Persons with Limited English Proficiency, and resulting agency guidance, national origin discrimination includes discrimination because of limited English proficiency (LEP). To ensure compliance with Title VI, you must take reasonable steps to ensure that LEP persons have meaningful access to your programs (70 Fed. Reg. at 74087 to 74100).

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l. Title IX of the Education Amendments of 1972, as amended, which prohibits you from discriminating because of sex in education programs or activities (20 U.S.C. 1681 et seq.).

3. The CONSULTANT, with regard to the SERVICES performed by it during the CONTRACT, will not discriminate on the grounds of race, color, or national origin in the selection and retention of subconsultants, including procurements of materials and leases of equipment. The CONSULTANT will not participate directly or indirectly in the discrimination prohibited by the Acts and the Regulations, including employment practices when the contract covers any activity, project, or program set forth in Appendix B of 49 CFR Part 21.
4. In all solicitations, either by competitive bidding, or negotiation made by the CONSULTANT for SERVICES to be performed under a subcontract, including procurements of materials, or leases of equipment, each potential subconsultant or supplier will be notified by the CONSULTANT of the CONSULTANT'S obligations under this CONTRACT and the Acts and the Regulations relative to Non-discrimination on the grounds of race, color, or national origin.
5. The CONSULTANT will provide all information and reports required by the Acts, the Regulations, and directives issued pursuant thereto and will permit access to its books, records, accounts, other sources of information, and its facilities as may be determined by the DEPARTMENT or FHWA to be pertinent to ascertain compliance with such Acts, Regulations, and instructions. Where any information required of a CONSULTANT is in the exclusive possession of another who fails or refuses to furnish the information, the CONSULTANT will so certify to the DEPARTMENT or the FHWA, as appropriate, and will set forth what efforts it has made to obtain the information.
6. In the event of the CONSULTANT'S noncompliance with the Non- discrimination provisions of this CONTRACT, the DEPARTMENT will impose such contract sanctions as it or the FHWA may determine to be appropriate, including, but not limited to:
   a. Withholding payments to the CONSULTANT under the CONTRACT until the CONSULTANT complies; and/or
   b. Cancelling, terminating, or suspending the CONTRACT, in whole or in part.
7. The CONSULTANT will include the provisions of paragraphs one through seven of this Section V.E. entitled "Nondiscrimination in Employment" in every subcontract, including procurements of materials and leases of equipment, unless exempt under Wisconsin law or by the Acts, the Regulations and directives issued pursuant thereto. The CONSULTANT will take action with respect to any subcontract or procurement as the DEPARTMENT or the FHWA may direct as a means of enforcing such provisions including sanctions for noncompliance. Provided, that if the CONSULTANT becomes involved in, or is threatened with litigation by a subcontractor, or supplier because of such direction, the CONSULTANT may request the DEPARTMENT to enter into any litigation to protect the interests of the State. In addition, the CONSULTANT may request the United States to enter into the litigation to protect the interests of the United States.

F. Federal Requirements for Disadvantaged Business Program

1. Disadvantaged Businesses Enterprises (DBE) as defined in 49 CFR Part 26 and federal law shall have the maximum opportunity to participate in the performance of contracts financed in whole or in part with federal funds. Consequently, the DBE requirements 49 CFR Part 26 and federal law apply to this CONTRACT (and any WORK ORDER) only when they are federally funded.

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2. When any portion of this CONTRACT is federally funded and Federal law in effect at the time this CONTRACT is executed authorizes and requires it, the CONSULTANT agrees to ensure that DBE'S have the maximum opportunity to participate in the performance of any subcontracts financed in whole or in part with federal funds provided under this agreement. Take all necessary and reasonable steps in accordance with 49 CFR Part 26 to ensure that DBE's have the maximum opportunity to compete for and perform subcontracts. The CONSULTANT shall not discriminate on the basis of race, color, national origin, or sex in the award and performance of contracts. Failure to carry out the requirements of this provision shall constitute a breach of contract and may result in termination of this CONTRACT (or any WORK ORDER) by the DEPARTMENT or other such remedy as the DEPARTMENT deems appropriate.
3. When this CONTRACT is federally funded, identify, by name, the DBE'S whose utilization is intended to satisfy this provision, the items of SERVICES involved, and the dollar amounts of such items of SERVICES.
4. When this CONTRACT is federally funded, maintain records and document its performance under this item.

G. Equal Employment Opportunity (All Contracts Exceeding $10,000)
During the performance of this CONTRACT, the CONSULTANT, for itself, its assignees, and successors in interest, agrees as follows:
1. The CONSULTANT shall, in all solicitations or advertisements for employees placed by or on behalf of the CONSULTANT, state that all qualified applicants will receive consideration for employment without regard to race, color, religion, sex, sexual orientation, gender identity, or national origin.
2. The CONSULTANT shall comply with all provisions of Executive Order 11246, entitled "Equal Employment Opportunity", as amended by Executive Order 11375, and as supplemented in Department of Labor regulations (41 CFR Part 60).
3. The CONSULTANT shall furnish all information and reports required by Executive Order 11246 and by rules, regulations and orders of the U.S. Secretary of Labor, or pursuant thereto, and will permit access to its books, records and accounts by the DEPARTMENT, FHWA, and the U.S. Secretary of Labor for purposes of investigation to ascertain compliance with such rules, regulations and orders.
4. The CONSULTANT shall include the provisions of this Section V.G. entitled "Equal Employment Opportunity" in every subcontract in excess of $10,000.

H. Implementation of Clean Air Act and Clean Water Act (All Contracts Exceeding $10,000)
1. Stipulate that any facility to be utilized in the performance of this CONTRACT, unless such CONTRACT is exempt under the Clean Air Act and under the Clean Water Act is not listed, on the date of CONTRACT award, on the U.S. Environmental Protection Agency (EPA) List of Violating Facilities Pursuant to 40 CFR 15.20.
2. Comply with all the requirements of the Clean Air Act and the Clean Water Act and all regulations and guidelines listed therein.
3. Notify the DEPARTMENT (or MUNICIPALITY, in the case of a three-party contract) and the U.S. EPA Assistance Administrator for Enforcement of the receipt of any communication from the Director, Office of Federal Activities, EPA, indicating that a facility to be utilized for this CONTRACT is under consideration to be listed on the EPA List of Violating Facilities.
4. Include the provisions (V)(H) in every nonexempt subcontract.

I. Conflict of Interest
1. Warrant that neither it nor any of its affiliates have any financial or personal interest that would conflict in any manner with the performance of the SERVICES, and that neither it nor any of its affiliates will acquire directly or indirectly any such interest.

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2. Warrant that it will not employ for any SERVICES any person who is employed by the DEPARTMENT at the time of execution or during the life of this contract without prior written approval from the DEPARTMENT.
3. Warrant that it will immediately notify the DEPARTMENT if any actual or potential conflict of interest arises or becomes known. Upon receipt of such notification a DEPARTMENT review and approval is required to continue to perform SERVICES under this CONTRACT.

J. Certification Regarding Lobbying
1. No Federal appropriated funds have been paid or will be paid, by or on behalf of the CONSULTANT, to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
2. If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the CONSULTANT shall complete and submit standard form-LOLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
3. The CONSULTANT shall require that the language of this certification be included in the award documents for all sub-awards at all tiers (including subcontracts, sub-grants, and contracts under grants, loans, and cooperative agreements) and that all sub-recipients shall certify and disclose accordingly.
   This certification is a material representation of fact upon which reliance is placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than $10,000 and not more than $100,000 for each such failure.

K. Contingent Fees
1. Warrant that only employee(s) working solely for the CONSULTANT solicited or secured this CONTRACT (or any WORK ORDERS), and that any fees, commissions, percentages, brokerage fees, gifts, or any other considerations, contingent upon or resulting from the award or making of this CONTRACT (or any WORK ORDER) will be given only to employee(s) working solely for the CONSULTANT.
2. For breach or violation of this warranty, the DEPARTMENT may terminate this CONTRACT without liability, or deduct from the agreement price or consideration, or otherwise recover, the full amount of such fee, commission, percentage, brokerage fee, gift, or contingent fee.

L. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-All Covered Transactions
1. For purposes of this section, “proposal” means this entire CONTRACT when signed and submitted by CONSULTANT to the DEPARTMENT before execution by the DEPARTMENT.
   a. Instructions for Certification
      (1) Signing and submitting this proposal provides the certification set out in section (V)(L)(1)(b) below.
      (2) The terms "covered transaction", "debarred", "suspended", "ineligible", "lower tier covered transaction", "participant", "person", "primary covered transaction", "principal", "proposal", and "voluntarily excluded", as used in this provision, have

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the meanings set out in the Definitions and Coverage sections of the rules implementing Executive Order 12549 and Chapter Trans 504 Wis. Admin. Code.

(3) Include (V)(L) titled "Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion—All Covered Transactions" without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.

(4) Submit an explanation for the inability to provide the certification set out in (V)(L)(1)(b) below. The DEPARTMENT will determine if the explanation is sufficient to enter into this transaction. Failure to furnish a certification or explanation will exclude participation in this transaction.

(5) The certification in this clause is a material representation of fact upon which reliance was placed when the DEPARTMENT determined to enter into this transaction. If it is later determined that the CONSULTANT knowingly rendered an erroneous certification the DEPARTMENT may pursue all available remedies.

(6) Provide immediate written notice to the DEPARTMENT if at any time the CONSULTANT learns that its certification was invalid when submitted or has become invalid by reason of changed circumstances.

(7) Will not enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction without written notice by the DEPARTMENT. The DEPARTMENT may pursue all available remedies for failure to obtain this written notice.

b. The CONSULTANT certifies to the best of its knowledge and belief, that it and its principals:

(1) Are not currently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by the DEPARTMENT, under Chapter Trans 504 Wis. Admin. Code or any federal department or agency;

(2) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or Local) transaction or contract under a public transaction; violation of federal or state antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements, or receiving stolen property.

(3) Are not currently indicted for or otherwise criminally or civilly charged by a governmental entity (Federal, State or Local) with commission of any of the offenses enumerated in section (V)(L)(1)(b)(2) above; and

(4) Have not within a three-year period preceding this proposal had one or more public transactions (Federal, State, or Local) terminated for cause or default.

M. Certification Regarding Debarment, Suspension, and Other Responsibility Matters-Primary Covered Transactions

1. Certify that all grantees or subcontractors, also known as lower tier participants as that term is used in 49CFR Part 29 have certified in writing that neither they nor their principals are currently debarred, suspended or proposed for debarment, have been declared ineligible or have voluntarily been excluded from participation in this or any other Federal, State or local transaction by any Federal, State or local department agency or official.

N. Insurance Requirements

1. Maintain the following types and limits of commercial insurance in force until such time as all SERVICES under or incidentals to the CONTRACT have been completed.
(See Insurance Table, VI Attachment A)

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2. Furnish an Insurance Certificate, (or Certificates) showing the CONSULTANT is covered by the required types and amounts of insurance to the DEPARTMENT prior to the performance of any SERVICES under this CONTRACT.
3. A 60 day notice of cancellation or change in coverage will be required. All coverage shall be placed with insurance companies licensed to do business in the State of Wisconsin with an A.M. Best rating of A - or better. The DEPARTMENT reserves the right to require other coverage and limits as described in the Special Provisions of this CONTRACT.
4. The insurance requirements shall apply with equal force whether the SERVICES under this CONTRACT is performed by the CONSULTANT, a subcontractor of the CONSULTANT, or by any entity employed directly or indirectly by either party.
5. Exceptions to the insurance requirements require approval from the DEPARTMENT. The approval must be reflected in the Special Provisions of the CONTRACT.

O. Choice of Law and Sovereign Immunity
1. The CONTRACT shall be governed, construed, and enforced in accordance with the laws of the State of Wisconsin.
2. Nothing in this CONTRACT shall be deemed as a waiver of the State's sovereign immunity consistent with Wisconsin law.
3. Non-Appropriation of Funds. With respect to any payment required to be made by DEPARTMENT under this CONTRACT, the parties acknowledge DEPARTMENT'S authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either CONSULTANT or DEPARTMENT may terminate this CONTRACT after providing not less than thirty (30) days notice to the other party.

P. Choice of Forum
1. Any dispute arising out of or related to this CONTRACT shall be brought solely and exclusively in front of the State and Federal courts of Dane County, Wisconsin.

Q. Entire Agreement
1. This CONTRACT and its attachments contain the entire agreement of the parties and supersede any and all prior agreements or oral understandings between the parties.

R. Severability
1. The invalidity or unenforceability of any provisions of this CONTRACT shall not affect the validity or enforceability of any other provision of this CONTRACT, which shall remain in full force and effect.

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THREE PARTY DESIGN ENGINEERING SERVICES CONTRACT
STANDARD PROVISIONS

VI. Attachment A. Insurance Table

Type of Insurance	Minimum Limits required *
(a) Commercial General Liability Insurance; shall be endorsed to include completed operations and blanket contractual liability coverage.	$1 Million Combined Single Limits per Occurrence, may be subject to an Annual Aggregate Limit of not less than $2 Million.
(b) Worker's Compensation and Employer's Liability Insurance	Worker's Compensation: Statutory Limits Employer's Liability: Bodily Injury by Accident - $100,000 Each Accident Bodily Injury by Disease $500,000 Each Accident $100,000 Each Employee
(c) Commercial Automobile Liability Insurance; shall cover all CONSULTANT owned, non-owned and hired vehicles used in carrying out the contract.	$1 Million - Combined Single Limits per occurrence
(d) Architect [*sic*] and Engineer [*sic*] Professional Liability Insurance **	$1 Million - Each Claim, may be subject to an Annual Aggregate Limit of $1 Million

** These requirements may be satisfied either through primary insurance coverage or through excess/umbrella insurance policies.*
***This insurance requirement applies only to engineering services and is waived for non-engineering services. Engineering services are defined as project management, construction management and inspection, feasibility studies, preliminary engineering, design engineering, surveying mapping and architectural related services.*

Attachment B. Special Provisions

Insert Special Provisions

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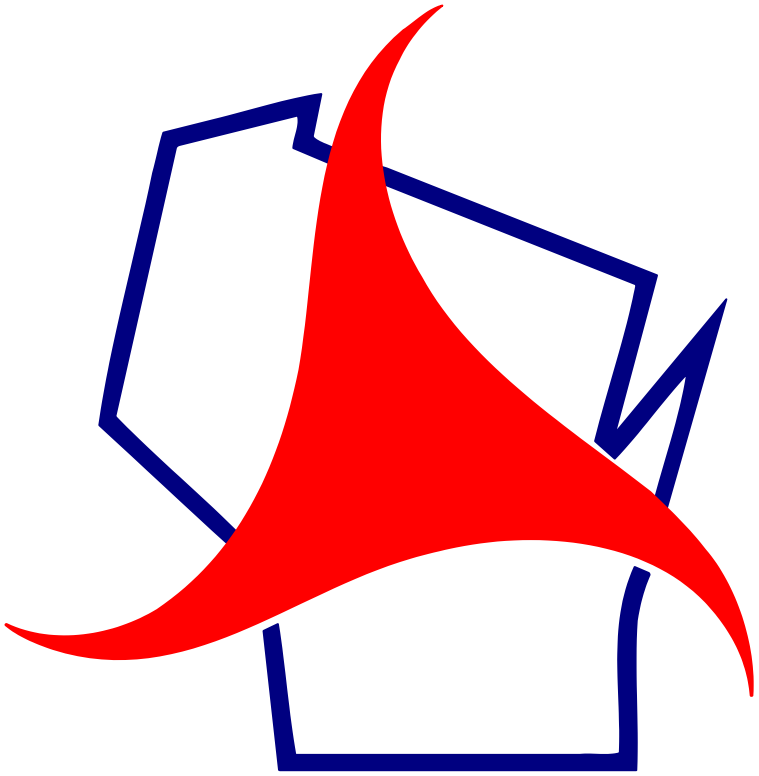
Three-Party Design Contract Special Provisions

2696-23-00
Ozaukee Interurban Trail EW
Along STH 60 1ST to Washington
Non Hwy
Ozaukee



January 03, 2017
Project Specific Revisions: May 2, 2024

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THREE PARTY DESIGN CONTRACT SPECIAL PROVISIONS
Revised 05/26/16

The following are recommended special provisions for the design contract to be inserted behind the standard provisions.

VI. SPECIAL PROVISIONS

SCOPE OF SERVICES

A. DESIGN REPORTS

(1) Request for Exceptions to Design Standards:

Prepare a request for exception(s) to design standards in accordance with the MANUAL and Sponsor's Guide To Non-Traditional Transportation Project Implementation. Three copies of the request shall be submitted to the DEPARTMENT for approval.

(2) Encroachment Report:

Prepare an encroachment report as directed by the MUNICIPALITY. Submit three copies to the MUNICIPALITY for approval.

(4) Public Involvement Plan:

Prepare a Local Roads Public Involvement Plan (PIP) in accordance with the MANUAL.

(5) Wetland Report:

(a) *Wetland Delineation:* Perform wetland delineation in the project corridor during the growing season; including documentation of baseline vegetation, hydrology, and soils information.
(b) *Wetland Delineation Report:* Prepare a report and exhibits that summarize the methodology used, site description, and results of survey meeting requirements of the WDNR. Incorporate delineated wetland boundary into the PROJECT basemap.

(6) Transportation Management Plan (TMP):

Prepare a Type 1 Transportation Management Plan (TMP) in accordance with the MANUAL.

(7) Design Study Report (DSR):

A Design Study Report (DSR) is not required for this PROJECT.

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B. ENVIRONMENTAL DOCUMENTATION

Execute a disclosure statement as required by 40 CFR 1506.5(c).

Prepare a Categorical Exclusion Checklist (CEC) Environmental document for the PROJECT as specified in the MANUAL and Chapter TRANS 400, Wisconsin Administrative Code. Furnish the required number to the MUNICIPALITY for approval.

Prepare an environmental document that evaluates reasonable alternatives to the PROJECT and consider other reasonable actions or activities that may achieve the same or similar goals of the proposed highway PROJECT, including other or additional transportation alternatives and intermodal opportunities and the alternative of taking no action. Evaluate alternative courses of action based upon a balanced consideration of the environment, public comments, and the need for safe and efficient transportation consistent with local, state, and national environmental goals. Prepare environmental documents that are concise and emphasize significant environmental issues and plausible alternatives. Comply with requirements specified in the MANUAL and TRANS 400, Wisconsin Administrative Code. In the event of a conflict between the MANUAL and TRANS 400, Wisconsin Administrative Code, the administrative rule supersedes.

(1) Agricultural Impact Notice:

No agricultural land is present within the vicinity or immediately downstream of the PROJECT limits, therefore, preparation of an Agricultural Impact notice is not required.

(2) Section 4(f) Evaluation:

No public park, recreational facilities, refuges, or known historic property is located within the vicinity of the PROJECT limits, therefore, a Section 4(f) evaluation in accordance with the MANUAL is not expected. If it is determined to be required, this work will be considered “Extra Services”.

(5) Section 6(f) Evaluation:

No known conservation land is located within the vicinity of the PROJECT limits, therefore preparing a Section 6(f) evaluation in accordance with the MANUAL is not expected. If it is determined to be required, this work will be considered “Extra Services”.

(6) Historical and Archaeological Surveys and Studies:

(a) PROJECT may not meet eligibility requirements for the DEPARTMENT’s Screening List due to anticipated ground disturbance.

(b) Identify the Area of Potential Effect (APE) for the PROJECT. Conduct a reconnaissance survey as specified in the MANUAL. Submit the results of the archaeological and historical reconnaissance and evaluation studies to the region project manager. Obtain recommendations from SHPO, the historian and the Project Manager regarding historical/architectural reconnaissance surveys. Obtain recommendations from the archaeologist,

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Bureau of Environment and the Project Manager prior to conducting evaluation studies when further work is needed.

(c) Prepare a report as required in the "Guidelines for Preparation of Formal Report on Archaeological Materials or Sites" in accordance with the MANUAL. Document the results of the reconnaissance survey for architecture/history using the “Architecture/History Survey Form”.

(d) Prepare documentation for the determination of effects (No Effect, No Adverse Effects, Adverse Effects) as appropriate. Prepare Documentation for Consultation in accordance with the MANUAL and in consultation with the FHWA, SHPO, and BOE. When appropriate, Native Americans will also be included in the consultation process. Prepare a Data Recovery Plan as part of the Documentation for Consultation for Archaeological properties.

(f) If any impacts to culturally significant properties are determined to warrant further studies, coordination, or mitigation measures, these will be considered “extra services.”

(7) Noise Analysis:

Noise Analysis is not required for this PROJECT.

(8) Air Quality:

Air Quality analysis is not required for this PROJECT

(9) Hazardous Materials/Contamination Assessments

(a) Conduct a Phase I investigation for the PROJECT in accordance with the MANUAL.

(b) Obtain direction from the Project Manager and the Region environmental coordinator prior to conducting further evaluation studies when Phase 1 indicates further work is needed.

(c) Phase 2 - Environmental Sampling, if determined to be required, shall be conducted in accordance with the MANUAL and will be considered “Extra Services”.

(d) The MUNICIPALITY acknowledges that the CONSULTANT is not, by virtue of this CONTRACT, the owner or generator of any waste materials generated as a result of the Hazardous Materials/ Contamination Assessments services performed by the CONSULTANT under this CONTRACT. Dispose of investigative waste in accordance with the MANUAL.

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C. AGENCY COORDINATION

(1) Section 401 and 402 Certifications:

Evaluate the effects of the PROJECT on water quality, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary application.

(2) Section 404 Permits:

(a) Evaluate the potential for discharge of fill materials into the waters of the United States, in accordance with the provisions of the Clean Water Act and Chapter TRANS 400, Wisconsin Administrative Code and the MANUAL; and prepare the necessary permit application.

(b) Impacts from the PROJECT are expected to fall under a General Regional permit; therefore, an individual 404 permit application is not expected. If an individual permit is required, preparing this application will be considered "Extra Services."

(3) Section 9 and 10 Permits:

The PROJECT does not involve a waterway, therefore Section 9 and 10 Permits are not required.

(4) Coordinate with the following agencies:

(a) United States Fish and Wildlife
(b) Wisconsin Department of Natural Resources (DNR)
(c) Native American Tribes – CONSULTANT to prepare notification letter and submit to the DEPARTMENT for email notification by the DEPARTMENT.
(d) WisDOT Bureau of Aeronautics (Webmap tool)
(e) Town of Cedarburg
(f) City of Cedarburg
(g) Village of Grafton
(h) WisDOT Permit Section

D. RAILROAD/ UTILITY INVOLVEMENTS

(1) Railroad Negotiations/Agreements

The closest railroad is located greater than 1000 feet from the PROJECT limits and no detour is proposed for the PROJECT, therefore Railroad Coordination is not expected. If Railroad coordination is determined to be needed, this will be considered "Extra Services".

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(2) Utility Coordination

Perform all utility coordination in accordance with:

a) The MANUAL
b) TRANS 220
c) The WisDOT "Guide to Utility Coordination"
d) The "Utility Coordination Task List for Design Consultant Contracts" as agreed upon with the MUNICIPALITY

(3) The CONSULTANT will prepare a list of known utilities on the PROJECT and a list of contact personnel for utility coordination. This list is not warranted to be complete, but is furnished to assist with utility coordination. Periodically verify and update the list.

(4) Confer on an ongoing basis with all utility facility owners in the project vicinity to establish mutual understanding on design features of the project affecting utility facilities, and shall keep the MUNICIPALITY informed of all such coordination activities. Provide the MUNICIPALITY with plans and information that will allow it to meet its planned utility coordination schedule.

(5) The CONSULTANT will show horizontal location of utilities on PROJECT plan sheets based on best available information provided by utilities via field markings, utility-supplied as-built plans or atlas maps, and verification through the coordination process. Unless otherwise verified by the utility owner, vertical location (depth) of buried utilities is generally unknown at the time of design and depths cannot be provided. The CONSULTANT cannot be held responsible for any errors or omissions in utility-provided information nor failure of the utility to disclose or verify locations of their facilities within the PROJECT limits.

(6) Utility Negotiations/Agreements

Preparing statements, exhibits, and documentation for and presenting testimony at proceedings before the Public Service Commission is not anticipated. If these services are determined to be required, these will be considered "Extra Services".

E. PUBLIC INVOLVEMENT

(1) Public Involvement Meetings:

(a) Conduct or assist the MUNICIPALITY in holding one (1) public involvement meeting(s) and explain to the public concepts and probable impacts of this PROJECT.

(b) Prepare all exhibits and supplementary handout material and provide the equipment necessary to conduct the public involvement meeting(s).

(c) Prepare a summary report after the public involvement meeting(s).

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(d) Discuss with the MUNICIPALITY the comments received and recommend the possible disposition of these comments and suggestions after the public involvement meeting(s).

(e) Make all the necessary arrangements for scheduling the public involvement meeting(s) and provide notices and press releases for the MUNICIPALITY'S use.

(f) Provide the MUNICIPALITY with copies of all public involvement correspondence and file notes.

(g) Coordinate meeting schedules with the MUNICIPALITY'S representative.

(4) Project Mailings:

Prepare a pre-formatted database in Microsoft Access 7.0 for project mailings, newsletters, or any contact lists. The MUNICIPALITY will supply the format on disk or by electronic mail for the CONSULTANT.

F. MEETINGS

(1) An Operational Planning Meeting is not required for this project.

(2) One (1) meeting(s) shall be held with local officials immediately prior to the Public Informational Meeting(s).

(3) A Plan Review meeting at 60% plan submittal. 60% Plan review will be done over email correspondence between the DEPARTMENT, the MUNICIPALITY, and the CONSULTANT.

(4) A Final (90%) Plan Review Meeting with the MUNICIPALITY and the DEPARTMENT shall be held approximately 45 - 60 days ahead of the P.S. & E. submittal date.

(5) Attend the pre-construction conference as scheduled by the MUNICIPALITY. This meeting is anticipated to be virtual.

(7) Up to twenty (20) meeting(s) shall be held to plan, review, and coordinate the PROJECT with the MUNICIPALITY'S staff.

(8) *No* coordination meeting(s) will be held with utilities. Utilities having facilities on the PROJECT will be invited to other PROJECT review meetings as appropriate.

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G. LOCATING

(1) Locating will not be required for the PROJECT.

H. SURVEYS

(1) Perform topographic survey within PROJECT limits for the following items:

A. Drainage Structures: Collect drainage structure rim elevation, condition, invert, size, and flow directions. 100 drainage structures are estimated.

B. Property Pins: Field-locate existing property corners and conduct research at the County Recorder to obtain recorded documents for determining the limits of existing right of way and easements.

C. Wetland Boundary*:* Incorporate delineated wetland boundary into the project basemap via either the delineator's GPS boundary data or supplemental survey of field wetland flags.

(1) Horizontal and vertical controls to match adjacent pavement project on STH 60 (2310-18-01).

(2) Terrain Model: Download and develop existing digital terrain model for use in design and plan preparation for areas fully surveyed. Model will be developed in DWG format (AutoCAD 2022).

(3) Locate the necessary section corners for the right-of-way plat. It is estimated that three (3) section corners need to be located and established and tied to state plane coordinates. Do not apply for reimbursement from the applicable county for these costs.

(4) Submit all survey data (including description, measured, and computed data) to the MUNICIPALITY in the AASHTO SDMS format, in accordance with the MANUAL. Copies of original notes or printouts from other systems which may be used in lieu of the SDMS Collector software shall also be provided.

I. SOILS AND SUBSURFACE INVESTIGATIONS

(1) Soils and Subsurface Investigations is not anticipated for the PROJECT. If it is determined to be required, this work will be considered "Extra Services".

Attachment: P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest

J. ROAD PLANS

(1) Section II C (9) in the Standard Provision of the CONTRACT is amended to include the following plans:

Project Overview - Single Sheet Schematic Drawing
Marking and Signing Plan
Traffic Control/Staging plans
Temporary Pedestrian Traffic Control plans
Storm sewer Plan
Curb Ramp Details
Trail Plan & Profile Sheets
Cross Sections

(2) Design:

a. Installation of 10' trail on south side of STH 60 from Washington Ave (STH 181) to Keup Rd
b. Installation of 10' boardwalk across existing wetland
c. Replacement of existing sidewalk with 10' trail from Keup Rd to 1st Ave
d. Curb ramps at the intersections of:
    i. Washington Ave (STH 181)
    ii. Hilltop Dr
    iii. Forward Way
    iv. County I
    v. Candieland Ln
    vi. Keup Rd
    vii. 1st Ave'
e. Updates to driveways to accommodate new trial
f. Modifications/additions to storm sewer system to accommodate new trail

K. STRUCTURE PLANS

(1) Design for updates to the Cedar Creek Bridge will be included in the STH 60 project (2310-18-01).

(2) Retaining walls are not anticipated.

(3) Structure Survey Report, Hydraulic Report, or Structure Plan are not required.

L. PLATS

(1) If determined to be required through the PROJECT delivery process, the CONSULTANT will prepare Right-of-Way Plats or Acquisition Exhibits in accordance with the MANUAL as "Extra Services".

M. HIGHWAY SYSTEM CHANGES

No highway system changes are anticipated for the PROJECT.

Attachment: P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest

N. TRAFFIC

(1) If determined to be required through the PROJECT delivery process, the CONSULTANT will conduct Traffic data collection in accordance with the MANUAL as “Extra Services”.

O. PROJECT MANAGEMENT

(1) Manage PROJECT Scope and Schedule: The CONSULTANT will plan, schedule, and control the activities that must be performed to complete the PROJECT including budget, schedule, and scope. Coordinate with MUNICIPALITY and PROJECT team to ensure the goals of the project are achieved. Review and prepare monthly invoices, coordinate invoices from sub-consultants, submit invoices to the DEPARTMENT’s Contract Administration Reporting System (CARS), and update and submit monthly progress reports.

(2) QA/QC: Perform in-house peer and milestone reviews by senior staff during preliminary, prefinal, and final submittals. Provide ongoing reviews of permitting and utility coordination efforts. Conduct milestone reviews of subconsultants and provide feedback throughout the progress of work.

P. SERVICES PROVIDED BY THE MUNICIPALITY

The MUNICIPALITY will provide to the CONSULTANT the following for the PROJECT:

(1) Topographic Survey as provided to MUNICIPALITY by the DEPARTMENT for adjacent projects.

(2) Meeting site for Public Involvement Meetings.

(3) All previously coordination and contact information for TAP application and adjacent DEPARTMENT projects.

PROSECUTION AND PROGRESS

(1) The MUNICIPALITY shall report on the progress of the PROJECT as stipulated in the contract agreement. Standard benchmarks, consistent with DEPARTMENT’S internal staff benchmarks, will be reported monthly to the DEPARTMENT. The actual start, projected or actual finish date, and percent of work complete will be included for all relevant benchmarks on any project report required for delivery to DEPARTMENT staff. The report can be delivered in electronic format consistent with current DEPARTMENT standards or on paper.

Attachment: P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest

(2) The CONSULTANT proposes to sublet services to

- Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee (Jennifer L. Picard, M.S.; (414) 251-8566; jlpicard@uwm.edu; Sabin Hall, Rm 290; PO Box 413; Milwaukee, WI 53201-0413)

(3) The following items of work will be completed and submitted to the MUNICIPALITY by the indicated dates, if CONSULTANT has received the Notice to Proceed by June 11, 2024.
(Date)

Report Title	Date
Initial Agency Correspondence	June 21, 2024
Topo Survey & Drone Imagery	July 5, 2024
30% Plan Review	November 2024
Section 106 Report	December 2024
Public Information Meeting #1	January 2025
Exceptions to Standards Report	February 2025
Environmental Document	March 2025
60% Plan Submittal	April 2025
Utility Plan Submittal	May 2025
Draft (90%) PSE	August 2025
90% Review Meeting	September 2025
Final P.S. & E.	December 19, 2025

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BAXTER & WOOD Consulting
256 South Pine Stree
Burlington, WI 5310
(262) 763-783

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: **2696-23-00**

Classification		Project Manager		QA/QC Reviewer		Project Engineer		Design Engineer		Prof Land Surveyor		Sr Stormwater Eng		Survey Tech		Eng. Tech I		Senior CAD Tech		Environ Scientist II		Clerical		
Avg. Hourly Wage		$53.37		$67.22		$50.29		$34.64		$58.50		$56.45		$43.11		$27.71		$51.32		$36.18		$33.87		**Total Direct Labor**	
Task	**Task Code**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**
PROJECT MANAGEMENT AND MEETINGS																									
Project Management	**887**	**66**	$3,522.42	**0**	$0.00	**12**	$603.48	**8**	$277.12	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	86	$4,403.0
Manage Project Scope and Schedule (22 mos. to LET @ 3 hr/mo.)	887	60				6																			
~~Prepare and attend OPM Meeting~~ (eliminated)	887.3																								
~~Prepare and attend 30% Plan Review Meeting~~ (eliminated)	887.4																								
~~Prepare and attend 60% Plan Review Meeting~~ (eliminated)	887.5																								
Prepare and attend 90% Plan Review Meeting (virtual)	887.6	2				3		4																	
Prepare and attend Local Officials Meeting	887.3	2				3		4																	
Attend Pre-Construction Meeting (virtual)	887	2																							
Manage Change	**884**	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	0	$0.0
Change Management Process and Plan (Not included)	884.1																								
Quality and Risk Management (QC Review)	**890**	**0**	$0.00	**32**	$2,151.04	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	32	$2,151.0
Review 30% Project Plan	890.2.1			6																					
Review 60% Project Plan	890.2.2			12																					
Review 90% Project Plan	890.2.3			10																					
Review Special Provisions and Supporting Documents	890.2.4			4																					
Communciation and Stakeholder Management	**743**	**6**	$320.22	**0**	$0.00	**7**	$352.03	**23**	$796.72	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**8**	$410.56	**0**	$0.00	**5**	$169.35	49	$2,048.8
Develop Public Involvement Plan	743.2	1				2		3																	
Prepare and Maintain Public Involvement Log/Comment Database	743.3							2																	
Notify Property Owners	743.4							4														1			
Develop and Maintain Contact Mailing List	743.5.1							2																	
Prepare/print/mail/email meeting invites (1 PIM)	743.5.3							3														4			
Prepare/Review/Revise meeting materials for PIM (1 PIM)	743.5.5	2				2		6										8							
Attend PIM (1 PIM)	743.5.6	3				3																			
Prepare/Review PIM Meeting mintues or summary (1 PIM)	743.5.7							3																	
Prepare for, attend, and summarize meetings with individual property owners	743.6.1																								
Coordinate with LPA	**266**	**22**	$1,174.14	**0**	$0.00	**8**	$402.32	**8**	$277.12	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	38	$1,853.5
LPA Coordination (1 virtual progress meeting/month x 22 months)	266.2	22				8		8																	
PRELIMINARY & FINAL DESIGN																									
Design Drainage	**778**	**3**	$160.11	**0**	$0.00	**8**	$402.32	**34**	$1,177.76	**0**	$0.00	**15**	$846.75	**0**	$0.00	**12**	$332.52	**0**	$0.00	**0**	$0.00	**0**	$0.00	72	$2,919.4
Indentify Existing Drainage Structures/Systems	778.1	1				2		4				1				4									
Design storm sewer system, size pipes, and replace inlets	778.7	1				4		20				10				8									
Complete Stormwater Report (Memo Summary only)	778.18	1				2		10				4													
Design Erosion Control and Landscaping	**768**	**1**	$53.37	**0**	$0.00	**2**	$100.58	**4**	$138.56	**0**	$0.00	**0**	$0.00	**0**	$0.00	**10**	$277.10	**0**	$0.00	**0**	$0.00	**0**	$0.00	17	$569.6
Erosion Control Plan Preparation	768.4	1				2		4								10									
Design Geometrics and Details	**776**	**5**	$266.85	**0**	$0.00	**22**	$1,106.38	**89**	$3,082.96	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	116	$4,456.1
Determine and Document Design Criteria (includes Engineer's Field review)	776.1	1				1		4																	
Develop preliminary horizontal alignments	776.3					4		16																	
Develop preliminary vertical alignments	776.4					4		16																	
Finalize preliminary geometrics	776.8	1				1		8																	
Develop Preliminary trail surface model	776.10.2					2		6																	
Develop final horizontal alignments	776.18					1		2																	
Develop final vertical alignments	776.19					1		3																	
Finalize geometrics	776.22	1				1		6																	
Refine and finalize surface models	776.23					2		10																	
Develop and document **Encroachment Report**	776.24.2	1				1		8																	
Develop and document **Design Exceptions Report**	776.24.5	1				2		6																	
Develop and document **Bicycle/Pedestrian Memo**	776.24.9	1				2		4																	
Plan Preparation	**776.25**	**16**	$853.92	**0**	$0.00	**41**	$2,061.89	**185**	$6,408.40	**0**	$0.00	**0**	$0.00	**0**	$0.00	**66**	$1,828.86	**54**	$2,771.28	**0**	$0.00	**0**	$0.00	362	$13,924.3
Title sheet	776.25.1					1		1								2									
General notes	776.25.2	1				1		1								2									
Project Overview	776.25.3							1								2									
Typical sections	776.25.4	1				1		4								6									
Construction details	776.25.5	1				1		4								6		2							
Curb ramp details (35 details)	776.25.9	4				10		90								8		10							
Plan / paving details	776.25.10	1				2		2								4									
Intersection Details (6 intersection details)	776.25.11	1				4		10								4		6							
Storm Sewer and Utility Details	776.25.13	1				4		10								2		6							
Alignment diagram	776.25.14					1		2										4							
Plan & Profile Sheets	776.25.16	4				8		40								30		22							
Cross Sections	776.25.20	2				8		20										4							

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2696-23-00
Ozaukee Interurban Trail EW
Along STH 60 1ST to Washington
Non Hwy
Ozaukee

BAXTER & WOOD Consulting
256 South Pine Stree
Burlington, WI 5310
(262) 763-783

Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: **2696-23-00**

Classification		Project Manager		QA/QC Reviewer		Project Engineer		Design Engineer		Prof Land Surveyor		Sr Stormwater Eng		Survey Tech		Eng. Tech I		Senior CAD Tech		Environ Scientist II		Clerical		
Avg. Hourly Wage		$53.37		$67.22		$50.29		$34.64		$58.50		$56.45		$43.11		$27.71		$51.32		$36.18		$33.87		**Total Direct Labor**
Task	**Task Code**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**
Develop Quantities and Estimates	**786**	**6**	$320.22	**0**	$0.00	**14**	$704.06	**32**	$1,108.48	**0**	$0.00	**0**	$0.00	**0**	$0.00	**12**	$332.52	**0**	$0.00	**0**	$0.00	**0**	$0.00	64	$2,465.2
Calculate/estimate quantities	786.1																								
30% Milestone		1				2		6																	
60% Milestone (includes Misc. Quantities Sheets)		1				2		6								6									
90% Milestone (includes Misc. Quantities Sheets)		1				2		8								6									
Calculate Earthwork and Develop Summary Tables	786.2																								
60% Milestone						1		3																	
90% Milestone						1		3																	
Prepare Estimate Documentation Report/Determine unit prices	786.3																								
30% Milestone		1				2		2																	
60% Milestone		1				2		2																	
90% Milestone		1				2		2																	
Develop PSE Documents	**856**	**5**	$266.85	**0**	$0.00	**11**	$553.19	**25**	$866.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**4**	$205.28	**0**	$0.00	**2**	$67.74	47	$1,959.0
Develop special provisions	856.1	2				2		8														2			
Develop construction time chart	856.2	1				2		6																	
Develop notes to construction engineer	856.10	1				2		4																	
Develop Region Specific PS&E Documents	856.11					1		4																	
AutoCAD Civil 3D Project Data Submittal	856.12					2												2							
Create Standard Detail Spreadsheet	856.15					1		2																	
Prepare e-plan submittal	856.16	1				1		1										2							
SURVEY AND MAPPING																									
Develop Digital Terrain Model (DTM)	**232**	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	0	$0.00	16	$554.24	4	$138.56	0	$0.00	0	$0.00	20	$692.8
Create digital terrain model for Civil 3D (DTM)	232.1															16		4							
Establish Project Control	**666**	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**44**	$1,896.84	**0**	$0.00	**6**	$307.92	**0**	$0.00	**0**	$0.00	50	$2,204.7
Set project control	666.1.1													20											
Set project benchmarks	666.1.2													4											
Create control tie sheets	666.1.3																	6							
GPS observation	666.1.5													4											
Perform leveling (closed traverse)	666.1.7													16											
Conduct and Process Field Survey	**723**	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**52**	$2,241.72	**0**	$0.00	**12**	$615.84	**0**	$0.00	**0**	$0.00	64	$2,857.5
Existing Surface and Topographic Survey (select locations only)	723.4													26											
Field Survey Existing Utilities	723.12													4											
Perform storm sewer structure evaluations (size-depth-invert) (~100 structures)	723.13													16											
Process survey data and create existing surface	723.14													6				12							
Survey Existing and Proposed Right-of-Way	**726**	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**20**	$1,170.00	**0**	$0.00	**20**	$862.20	**0**	$0.00	**6**	$307.92	**0**	$0.00	**4**	$135.48	50	$2,475.6
Research Public Records (up to 45 adjacent parcels)	726.6									4												2			
Review Legal Documents (assume 45 parcels)	726.7									4												2			
Field Locate section corners, block corners, iron pins	726.10													20											
Survey Property Corners	726.11									8								4							
Survey Section Corners	726.12									4								2							
ENVIRONMENTAL AND CULTURAL IMPACT																									
Analyze Socio-Economic and Physical Environment Impacts	**762**	**0**	$0.00	**0**	$0.00	**2**	$100.58	**4**	$138.56	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	6	$239.1
Collect/obtain socio-economic data	762.4.3					0.5		1																	
Collect/obtain population data	762.4.4					0.5		1																	
Conduct indirect effects analysis	762.4.9					0.5		1																	
Evaluate construction noise impacts	762.4.12					0.5		1																	
Analyze Archaeological and Historical Impact and Tribal Consultation	**763**	**4**	$213.48	**0**	$0.00	**2**	$100.58	**5**	$173.20	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	11	$487.2
Identify Consulting Parties/Notify	763.1	1						1																	
Determine Area of Potential Effect	763.3																								
Conduct archaeological and historical surveys	763.4	1																							
Complete/submit Section 106 Review Form	763.7	2				2		4																	
Analyze Hazardous Materials Site Impact	**765**	**2**	$106.74	**0**	$0.00	**4**	$201.16	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**16**	$578.88	**0**	$0.00	22	$886.7

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Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID: **2696-23-00**

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Task	**Task Code**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**	**Hours**	**Dollars**
Data Collection and Review	765.1.1																			2					
Field Reconnaisance	765.1.2																			6					
Data Eval, prepare conclusions, prepare Phase 1 Haz Mat Report	765.1.3	2				4														8					
Analyze Natural Environment Impact	**766**	**4**	$213.48	**0**	$0.00	**6**	$301.74	**14**	$484.96	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**40**	$1,447.20	**2**	$67.74	66	$2,515.1
Determine presence and delineate exisiting wetlands	766.1.1																			40					
Determine if any species are present in project area (IPaC/official species list for federally listed species, NHI review for state listed species)	766.7.1	1						2																	
Evaluate impacts and make effect determinations for species/critical habitat	766.7.3	1				2		4																	
Agency Consultation Federally Listed Species (Section 7 Consultation): United States Fish and Wildlife Service (USFWS)	766.7.4.1	1				2		4														1			
Agency Consultation State Listed Species: Wisconsin Department of Natural Resources (WDNR)	766.7.4.2	1				2		4														1			
Environment Documentation and Agency Coordination	**769**	**11**	$587.07	**2**	$134.44	**24**	$1,206.96	**42**	$1,454.88	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**0**	$0.00	**3**	$101.61	82	$3,484.9
Initial Agency and Tribal Coordination	769.1																								
WDNR - General Coordination & Assessment	769.1.1	2				8		16																	
USFWS	769.1.2	1						4																	
Bureau of Indian Affairs - Native American Tribes	769.1.3	1						2																	
BOA	769.1.4	0.5						1																	
FAA	769.1.5	0.5						1																	
WisDOT (ROW Permit)	769.1.9	2				4		6																	
Local Agency Coordination (T Cedarburg, C Cedarburg, V Grafton)	769.1.9	2				6																3			
Categorical Exclusion Checklist	769.4	2		2		6		12																	
TRAFFIC OPERATIONS																									
Develop Traffic Control and Staging	**788**	**4**	$213.48	**0**	$0.00	**6**	$301.74	**26**	$900.64	**0**	$0.00	**0**	$0.00	**0**	$0.00	**20**	$554.20	**12**	$615.84	**0**	$0.00	**0**	$0.00	68	$2,585.9
Develop Transportation Management Plan (TMP) Type 1	788.1	1																							
Identify work restrictions (special events-holidays)	788.1.1							1																	
Work Zone capacity analysis	788.1.3							2																	
Temporary pedestrian accomodations	788.1.5							2																	
Develop incident management plan	788.2							1																	
Traffic Control Plan	788.4	1				2		4																	
Traffic Control Staging Plans	788.5	1				2		8								10		6							
Temporary Pedestrain Access Plan	788.6	1				2		8								10		6							
Design Signing and Pavement Marking	**819**	**0**	$0.00	**0**	$0.00	**4**	$201.16	**8**	$277.12	**0**	$0.00	**0**	$0.00	**0**	$0.00	**7**	$193.97	**0**	$0.00	**0**	$0.00	**0**	$0.00	19	$672.2
Develop Permanent Sign Plans	819.2.3					2		4								3									
Develop Pavement Marking Plan Details	819.3					2		4								4									
UTILITY AND RAILROAD COORDINATION																									
Coordinate Utilities	**746**	**5**	$266.85	**0**	$0.00	**8**	$402.32	**24**	$831.36	**0**	$0.00	**0**	$0.00	**0**	$0.00	**2**	$55.42	**6**		**0**	$0.00	**2**	$67.74	47	$1,623.6
Prepare and maintain TUMS or DT1079 form (Call Diggers)	746.1							2																	
Plan/attend/document utility meetings (no separate meeting planned)	746.3																								
Review and Maintain Utility Coordination Contacts	746.4							4																	
1077 Process	746.6	1						4														1			
Compare survey data to system maps	746.7							2								2		4							
Identify potential utility conflicts	746.10	1				2		4										2							
1078 Project Plan Process	746.11	1				2		4														1			
Review of Utilty Work Plans	746.14	1				2		2																	
Create or Review Utility Special Provisions	746.15	1				2		2																	
TOTAL:		160	$8,539.20	34	$2,285.48	181	$9,102.49	531	$18,393.84	20	$1,170.00	15	$846.75	116	$5,000.76	145	$4,128.83	112	$5,373.20	56	$2,026.08	18	$609.66	1388	$57,476.2

Attachment: P&P_Dept_B&W_2400731.00_2696-23-00_3prtyContract_OIT_STH60EastWest

BAXTER & WOODMAN Consulting Engineers

256 South Pine Street
Burlington, WI 53105
(262) 763-7834

Consultant Direct Labor Rates

Project ID: **2696-23-00**

Employee Name(a)	Classification(b)	Current Rate(c)	% Pay Increase(d)	New Pay Rate (e) (2025)	Date of Increase(f)	New Pay Rate (e) (2026)	Date of Increase(f)	% Work at Current Rate(g)	% Work at Increased Rate(h) (2025)	% Work at Increased Rate(h) (2026)	Weighted Average Hourly Rate(i)
Wallace	Project Manager	$52.00	3.50%	$53.82	1/1/2025	$55.70	1/1/2026	30.00%	65.00%	5.00%	$53.37
Hemmerich	QA/QC Reviewer	$65.50	3.50%	$67.79	1/1/2025	$70.17	1/1/2026	30.00%	65.00%	5.00%	$67.22
Atchison	Project Engineer	$49.00	3.50%	$50.72	1/1/2025	$52.49	1/1/2026	30.00%	65.00%	5.00%	$50.29
Jiter	Design Engineer	$33.75	3.50%	$34.93	1/1/2025	$36.15	1/1/2026	30.00%	65.00%	5.00%	$34.64
Theissen	Traffic Ops Engineer	$39.00	3.50%	$40.37	1/1/2025	$41.78	1/1/2026	30.00%	65.00%	5.00%	$40.03
Bianchin	Prof Land Surveyor	$57.00	3.50%	$59.00	1/1/2025	$61.06	1/1/2026	30.00%	65.00%	5.00%	$58.50
Sattler	Sr Geospatial Tech	$46.25	3.50%	$47.87	1/1/2025	$49.54	1/1/2026	30.00%	65.00%	5.00%	$47.47
Steinbach	Sr Stormwater Eng	$55.00	3.50%	$56.93	1/1/2025	$58.92	1/1/2026	30.00%	65.00%	5.00%	$56.45
Hastings	Survey Tech	$42.00	3.50%	$43.47	1/1/2025	$44.99	1/1/2026	30.00%	65.00%	5.00%	$43.11
Harvey	Eng. Tech I	$27.00	3.50%	$27.95	1/1/2025	$28.92	1/1/2026	30.00%	65.00%	5.00%	$27.71
Botsch	Senior CAD Tech	$50.00	3.50%	$51.75	1/1/2025	$53.56	1/1/2026	30.00%	65.00%	5.00%	$51.32
Rogers	Environ Scientist II	$35.25	3.50%	$36.48	1/1/2025	$37.76	1/1/2026	30.00%	65.00%	5.00%	$36.18
Crayton	Clerical	$33.00	3.50%	$34.16	1/1/2025	$35.35	1/1/2026	30.00%	65.00%	5.00%	$33.87

Contract Completion Date: 6/1/2026

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BAXTER & WOODMAN Consulting Engineers
256 South Pine Street
Burlington, WI 53105
(262) 763-7834

Direct Expenses by Item

Project ID: **2696-23-00**

Item	Task Code	Unit Amount	Unit Type	Rate	Total Expenses
Employee Vehicle Mileage					
Attend PIM (1 PIM)	743.5.6	150	Miles	$ 0.670	$ 100.50
Determine and Document Design Criteria (includes Engineer's Field review)	776.1	65	Miles	$ 0.670	$ 43.55
Develop and document Encroachment Report	776.24.2	65	Miles	$ 0.670	$ 43.55
Field Reconnaisance	765.1.2	65	Miles	$ 0.670	$ 43.55
Determine presence and delineate exisiting wetlands	766.1.1	65	Miles	$ 0.670	$ 43.55
Contaminated Sites Proximity Report Fee					
Data Collection and Review	765.1.1	1	Each	$ 350.00	$ 350.00
Recorded Document Fees					
Research Public Records (up to 45 adjacent parcels)	726.6	45	Each	$ 10.000	$ 450.00
TOTAL					$1,074.70

Field Site Visit	Miles/Visit
MKE office Mileage to/from job site = 60 miles (round trip)	60
Meetings at MUNICIPALITY Office From Milwaukee Office	75

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BAXTER & WOODMAN Consulting Engineers
256 South Pine Street
Burlington, WI 53105
(262) 763-7834

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: **2696-23-00**

Task	Activity Code	Direct Labor Costs	Indirect Costs	Fixed Fee	Direct Expenses	Total
Project Management	887	$4,403.02	$7,327.51	$908.12		$12,638.65
Quality and Risk Management (QC Review)	890	$2,151.04	$3,579.76	$443.65		$6,174.45
Communciation and Stakeholder Management	743	$2,048.88	$3,409.75	$422.58	$100.50	$5,981.71
Coordinate with LPA	266	$1,853.58	$3,084.73	$382.30		$5,320.61
Design Drainage	778	$2,919.46	$4,858.57	$602.14		$8,380.17
Design Geometrics and Details	776	$4,456.19	$7,415.99	$919.09	$87.10	$12,878.37
Plan Preparation	776.25	$13,924.35	$23,172.90	$2,871.90		$39,969.15
Develop Quantities and Estimates	786	$2,465.28	$4,102.72	$508.46		$7,076.46
Develop PSE Documents	856	$1,959.06	$3,260.27	$404.06		$5,623.39
Develop Digital Terrain Model (DTM)	232	$692.80	$1,152.96	$142.89		$1,988.65
Establish Project Control	666	$2,204.76	$3,669.16	$454.73		$6,328.65
Conduct and Process Field Survey	723	$2,857.56	$4,755.55	$589.37		$8,202.48
Survey Existing and Proposed Right-of-Way	726	$2,475.60	$4,119.89	$510.59	$450.00	$7,556.08
Analyze Socio-Economic and Physical Environment Impacts	762	$239.14	$397.98	$49.32		$686.44
Analyze Archaeological and Historical Impact and Tribal Consultation	763	$487.26	$810.90	$100.50		$1,398.66
Analyze Hazardous Materials Site Impact	765	$886.78	$1,475.78	$182.90	$393.55	$2,939.01
Analyze Natural Environment Impact	766	$2,515.12	$4,185.66	$518.74	$43.55	$7,263.07
Environment Documentation and Agency Coordination	769	$3,484.96	$5,799.67	$718.77		$10,003.40
Analyze Traffic Data/Forecast	313	$0.00	$0.00	$0.00		$0.00
Design Traffic Signal and Details	785	$0.00	$0.00	$0.00		$0.00
Develop Traffic Control and Staging	788	$2,585.90	$4,303.45	$533.34		$7,422.69
Design Signing and Pavement Marking	819	$672.25	$1,118.76	$138.65		$1,929.66
Coordinate Utilities	746	$1,623.69	$2,702.14	$334.89		$4,660.72
Coordinate Railroad	847	$0.00	$0.00	$0.00		$0.00
TOTAL:		$56,906.68	$94,704.10	$11,736.99	$1,074.70	$164,422.47

Company Wide Home Office Indirect Cost Rate: 166.42%

Fixed Fee: 8.25%

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BAXTER & WOODMAN Consulting Engineers
256 South Pine Street
Burlington, WI 53105
(262) 763-7834

Consultant Contract Total Fee Computation

Project ID	2696-23-00 Original Contract		Total for Contract
Number of Staff Hours	1388		**1388**
Total Direct Labor	$56,906.68		**$56,906.68**
Total Indirect Costs	$94,704.10		**$94,704.10**
Fixed Fee	$11,736.99		**$11,736.99**
Direct Expenses	$1,074.70		**$1,074.70**
Subtotal	**$164,422.47**	**$0.00**	**$164,422.47**
Subcontract 1: University of Wisconsin - Milwaukee	$10,457.28		**$10,457.28**
Subcontract 2:			**$0.00**
Subcontract Subtotal	**$10,457.28**	**$0.00**	**$10,457.28**
TOTAL COST	**$174,879.75**	**$0.00**	**$174,879.75**

Company Wide Home Office Indirect Cost Rate: 166.42% **Fixed Fee:** 8.25%

2696-23-00
Ozaukee Interurban Trail EW
Along STH 60 1ST to Washington
Non Hwy
Ozaukee

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UNIVERSITY of WISCONSIN
UWMILWAUKEE

Archaeological Research Laboratory Center
Cultural Resource Management

Sabin Hall, Rm 290
PO Box 413
Milwaukee, WI
53201-0413
414-229-3078
www.uwm.edu
www.uwm.edu/archaeology-laboratory/

May 13, 2024

Ryan Wallace, P.E.
Baxter and Woodman
115 S 84th Street, Suite 220
Milwaukee, WI 53214
direct: 815.444.3309

RE: Section 106 NHPA
Project ID 2696-23-00
Ozaukee Interurban Trail
E-W Along STH 60 1st to Washington
Non-Highway
Ozaukee County, Wisconsin
UWM 2024-0336

Dear Mr. Wallace,

The Cultural Resource Management program (Archaeological Research Laboratory Center) at the University of Wisconsin-Milwaukee (UWM) is pleased to offer a scope of work and estimated cost to conduct cultural resource investigations for the above referenced project.

The proposed project consists of a proposed multi-use trail approximately 8,525 feet in length, connecting 1st Avenue in the Village of Grafton to Washington Avenue in the Town of Cedarburg at Five Corners.

Authority

The project is federally funded and the cultural resource investigations are designed to address stipulations relating to Section 106 of the National Historic Preservation Act (and 36 CFR part 800), as well as Wis. Stats. §44.40 and §157.70. The federal agency is Federal Highway Administration. The methods and techniques used during the study will follow those standards promulgated in the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation, the Architecture-History Survey Manual, and the Guide for Public Archaeology in Wisconsin. The use of these documents as guides for historic preservation planning is endorsed by the Wisconsin State Historic Preservation Office (SHPO). Moreover, the investigations will follow the guidelines and process outlined in Chapter 26 of WisDOT's Facilities Development Manual.

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Scope of Services

Identification Studies

Archaeological and architectural/historical investigations will be conducted to identify archaeological sites and/or architectural/historical properties within the project area of potential effect for the project locations.

Archaeological Investigations

The archaeological study will consist of archives and literature research and field investigations. The archival research will identify all previously reported archaeological sites both within the area of potential effect (i.e. all areas of proposed ground disturbing activities) and within a one-mile radius of the area of potential effect (APE). The archival research will also document locales within the APE that have already been subjected to archaeological survey. Field investigations will consist of intensive Phase I archaeological survey of the APE using visual inspection and/or shovel probe testing.

Preliminary research indicates that there are three previously recorded archaeological sites within the project area. These sites include OZ-0078 Groth Farm; OZ-0074 Starton; and OZ-0356 Field Site 11.070-02.

Architecture History Investigations

The architectural/historical investigations will consist of archives/literature research and field inventory. The area of potential effect will include all areas of proposed ground disturbing activity as well as a contextual "zone" around the study area. The archival research will document above ground structures/buildings that have been surveyed (i.e. survey cards have been prepared) within the APE and which buildings/structures are listed on the National or State Registers of Historic Places. The field inventory will identify those buildings/structures within the APE that are at least 40 years old, retain good or better integrity, and show potential for architectural and/or historical significance. Inventory cards will be prepared for those buildings/structures that meet the aforementioned criteria.

A preliminary review indicates approximately 10 properties meet survey criteria along the project corridor.

Reporting and Deliverables

Deliverables for the project include 5 major items.

The results of the investigations will be documented using standard WisDOT reporting forms for archaeological and architectural/historical studies, including:

1. Archaeological Survey Field Report Form (ASFR) (DT1978)
2. Archaeological Literature and Records Review Form (DT1459)
3. Architecture History Survey Form (AHSF) (DT1446)
4. Historical Society Notification
5. DT1635 Section 106 Form (relevant portions)

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The Section 106 report package will be submitted to Baxter and Woodman and the WisDOT Cultural Resources Team (CRT) for review and comment. Once accepted by WisDOT CRT, the package will be submitted to SHPO for concurrence.

Estimated Cost

For archaeological and architecture history investigations subcontracted to the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, the CONSULTANT'S actual cost to the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee based on the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee's actual cost up to $ $10,457.28 plus fixed fee of $0.00 not to exceed $ $10,457.28.

The estimated contract end date is 2/25/2026.

You should request a new cost estimate if you wish to materially change the scope of services, if you learn new details that might materially impact the project scope or estimated cost, or if six months have passed since the date of this estimate.

If you have any questions regarding the scope of services, cost estimate, or if you wish to further discuss the project, please do not hesitate to contact Jennifer Picard at 414-251-8566 or at jlpicard@uwm.edu.

DocuSigned by:
Jennifer Picard
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5/13/2024 | 2:12 PM CDT

Jennifer Picard
Principal Investigator

Date

DocuSigned by:
Jennifer R Haas
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5/13/2024 | 2:39 PM CDT

Jennifer R. Haas, Ph.D.
Director, Archaeological Research Laboratory Center

Date

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Consultant-Weighted Average Direct Labor Rates

Project ID: Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington

Classification: Non-Highway, Ozaukee County

(a)	(b)	(c)	(d)
Employee Name	**Current Rate**	**Percent Contribution**	**(b*c)**
Jennifer Picard	$52.37	100.00%	$52.37
Gail Klein	$40.59	100.00%	$40.59
Seth Schneider	$40.59	100.00%	$40.59
Curran Fitgerald	$28.03	100.00%	$28.03
Nicholas Weber	$40.59	100.00%	$40.59
			$0.00
			$0.00
			$0.00
			$0.00
TOTAL		100.00%	$40.43

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Consultant Direct Labor Rates

Project ID: **Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington Non-Highway, Ozaukee County**

(a) Employee Name	(b) Classification	(c) Current Rate	(d) % Pay Increase	(e) New Pay Rate	(f) Date of Increase	(g) % Work at Current Rate	(h) % Work at Increased Rate	(i) Weighted Average Hourly Rate
Jennifer Picard	Principal Investigator	$52.37	0.00%	$52.37	12/31/2024	100.00%	0.00%	$52.37
Gail Klein	Historian	$40.59	0.00%	$40.59	12/31/2024	100.00%	0.00%	$40.59
Nicholas Weber	GIS Analyst	$40.59	0.00%	$40.59	12/31/2024	100.00%	0.00%	$40.59
Curran Fitzgerald	Arch Tech	$28.03	0.00%	$28.03	12/31/2024	100.00%	0.00%	$28.03
Seth Schneider	Project Manager	$40.59	0.00%	$40.59	12/31/2024	100.00%	0.00%	$40.59
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00

Contract Completion Date: 6/1/2026

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Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID 2696-23-00 Ozaukee
Interurban Trail E-W Along STH 60 1st
to Washington Non-Highway, Ozaukee

Project ID County

Classification		Principal Investigator		Historian		Project Manager		GIS Analyst		Arch Tech			
Avg. Hourly Wage		$52.37		$40.59		$40.59		$40.59		$28.03		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Coordination & Adminstration	763	10	$523.70									10	$523.70
Archicture History Survey, Reporting	763.4.2			60	$2,435.40							60	$2,435.40
Archicture History Survey, Reporting mapping	763.5.2							6	$243.54			6	$243.54
Archaeology Investigations	763.4.1	10	$523.70			40	$1,623.60			32	$896.96	82	$3,044.26
Archaeology Investigations mapping	763.5.1							6	$243.54			6	$243.54
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
TOTAL:		20	$1,047.40	60	$2,435.40	40	$1,623.60	12	$487.08	32	$896.96	164	$6,490.44

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Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: **Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington Non-Highway, Ozaukee County**

Task	Activity Code	Direct Labor Costs	Direct Expense	Indirect Costs	Fixed Fee	Total
Coordination & Adminstration	763	$523.70		$282.80	$0.00	$806.50
Archicture History Survey, Reporting	763.4.2	$2,435.40		$1,315.12	$0.00	$3,750.52
Archicture History Survey, Reporting mapping	763.5.2	$243.54		$131.51	$0.00	$375.05
Archaeology Investigations	763.4.1	$3,044.26		$1,643.90	$0.00	$4,688.16
Archaeology Investigations mapping	763.5.1	$243.54		$131.51	$0.00	$375.05
Direct Fee			$300.00	$162.00		$462.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
TOTAL:		$6,490.44	$300.00	$3,666.84	$0.00	$10,457.28

Indirect Cost Rate (%): 54% **Fixed Fee (%):** 0

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Direct Expenses by Item

Project ID: **Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington Non-Highway, Ozaukee County**

Item	Unit Amount	Unit Type	Rate	Total Expenses
Meals			$15.00	$0.00
Vehicle and fuel	2.00		$100.00	$200.00
Lodging				$0.00
Curation Fee	1.00		$100.00	$100.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
TOTAL				$300.00

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Consultant Contract Total Fee Computation

Project ID	2696-23-00				Total for Contract
Number of Staff Hours	164				164
Total Direct Labor	$6,490.44				$6,490.44
Total Indirect Costs	$3,666.84				$3,666.84
Fixed Fee					$0.00
Direct Expenses	$300.00				$300.00
Subtotal	$10,457.28	$0.00	$0.00	$0.00	$10,457.28
Subcontract 1					$0.00
Subcontract 2					$0.00
Subcontract Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL COST	$10,457.28	$0.00	$0.00	$0.00	$10,457.28

Indirect Cost Rate (%): 54% **Fixed Fee (%):** 0%

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Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Proposal and Contract for Professional Services for Design and Engineering for Hawthorne Hills Golf Course Green Redesigns

BACKGROUND INFORMATION: On January 4, 2018, the Ozaukee County Natural Resources Committee approved a contract with Lohman Golf Designs to assist the Hawthorne Hills Golf Course (HHGC) in the preparation of site survey and concept drawings for redesigning the green areas on Holes #2 and #7, which are not designed for modern golf conditions. Specifically, the slopes of the greens are severe, rendering golf shots and putts that will not perform within the expected standards of customers. Golf balls will not hold their position when the golf cup is located on the majority of the green. The result of this condition is overall poor performance, inefficiency, and additional expense. Golfers have routinely complained about these green conditions to Golf Course staff. The difficult conditions also result in extra strokes and slow play for each golfer, and slow play represents one of the highest negative factors in golfer retention. Most of the area on these greens cannot be used for cup placement out of fairness to the golfer, and the same cup placement areas result in high traffic patterns and excessive green wear and damage, requiring additional, ongoing maintenance.

ANALYSIS: Quinto Golf Designs, Inc (QGD) has since bought out Lohman Golf Designs and has provided a proposal to finalize the concept designs (see attachment) and to provide bidding support (if required) and construction oversight. This project is timely in that construction would coincide with the irrigation system update. Specifically, it would provide cost savings to incorporate the green redevelopments in tandem with the irrigation update by breaking ground one time, and work would be scheduled to provide the shortest period of disruption to the golfer. The QDG proposal is $25,000 and staff recommends adding a 15% contingency ($3,750) to cover any potential change orders for a total not to exceed amount of $28,750.

FISCAL IMPACT: Balance Current Year: $28,750 Next Year's Estimated Cost: N/A

FUNDING SOURCE: County Levy: Non-County Levy: X

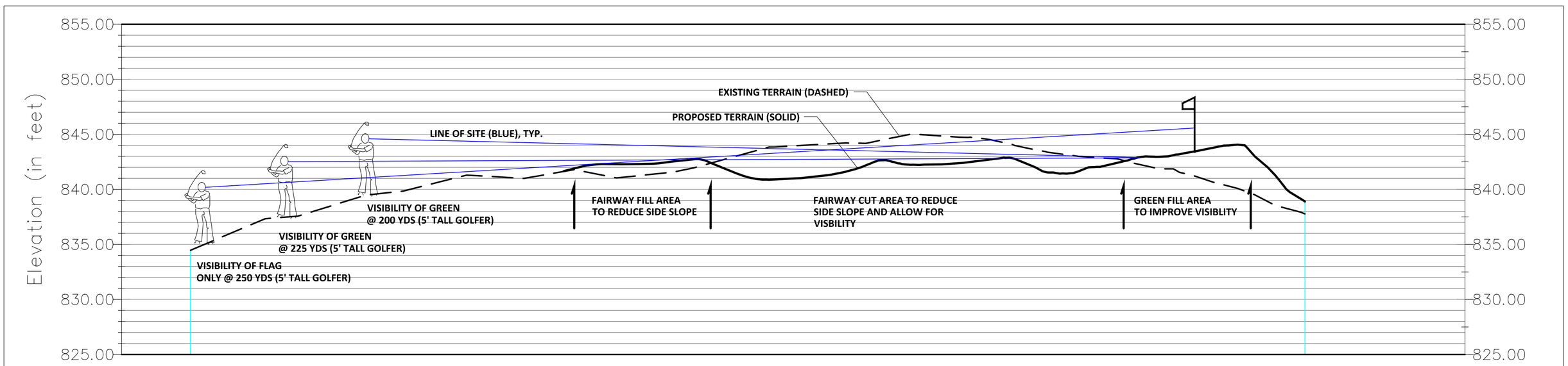
Indicate source: Golf Division Cost Center - Enterprise Fund 503

RECOMMENDED MOTION: Approve the negotiation and signing of a professional services contract by the Planning and Parks Department with Quinto Golf Designs, Inc. for a not to exceed sum of $28,750, for design and engineering services for redesigning greens 2 and 7 at the Hawthorne Hills Golf Course. This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department.

ATTACHMENTS:

- P&P_Dept_HHGC - HOLE 2 AND 7 CONCEPTS - 6-25-18 (PDF)
- P&P_Dept_Hawthorne Hills - Hole 2-7 Proposal - rev 4-11-24 (PDF)

NATURAL RESOURCES COMMITTEE



VERTICAL SCALE EXAGGERATED FOR CLARITY

HOLE 2 - Section A - A'

0 25 50 100

HORIZONTAL SCALE

FILL ALONG LEFT SIDE AND IN FAIRWAY TO REDUCE SEVERE SLOPE

ADD CATCH BUNKER

CUT BACK LANDING AREA TO FLATTEN IT OUT (5%-6% SLOPE)

ADD (LOWER) GREENSIDE BUNKER TO GUARD AND ACT AS CATCH ALONG LEFT

MOVE GREEN LEFT AND RAISE FOR VISIBILITY FROM FIRST LANDING AREA (6,200 SF)

REMOVE TWO TREES AND CUT BACK HILLSIDE

ADD (UPPER) APPROACH BUNKER IN HILLSIDE TO CHALLENGE LANDING AREA

BUILD LARGE KICKER MOUND BEHIND BUNKER TO "BANK" SHOTS INTO GREEN

*RE-ORIENT GREEN ON A LEFT TO RIGHT AXIS TO SETUP HOLE STRATEGY BETTER (THOSE NEGOTIATING DOGLEG CORNER HAVE BETTER ANGLE IN)

CREATE FRAMING AND "BANKING" MOUND AT BACK LEFT

REBUILD GREEN WITH CENTRAL RIDGE THAT SEPARATES TWO DISTINCT PINNING AREAS, WITH BACK HALF GUARDED BY BUNKER REQUIRING USE OF BANKING SLOPE TO ACCESS PINS (6,270 SF)

RELOCATE BUNKER TO RIGHT SIDE, BELOW GREEN (ALLOWS FOR BETTER ACCESS FROM PATH)

HOLE #2 AND #7 : GREEN CONCEPTS

0 25 50 100

6/25/2018

HAWTHORNE HILLS GOLF COURSE

Saukville, Wisconsin

lohmannquitno
GOLF COURSE ARCHITECTS
18250 Beck Rd, Marengo, IL 60152
815.923.3400 www.lohmannquitno.com

Attachment: P&P_Dept_HHGC - HOLE 2 AND 7 CONCEPTS - 6-25-18 (P&PDept_ProposalsContract_ProfessionalServicesE&D_GCGreenRedesignHHGC)

QUITNO GOLF DESIGNS

Making Golf Better. What animates our work at QGD these days is a continual effort to adapt to changes in the industry and a simple desire to make the game better. We strive for great architecture and we emphasize fun, because that is what golfers want… to experience the game with family and friends, to play great golf and feel good about their game, and to repeat that over and over again.

April 11, 2024

Ozaukee County
MEE-KWON PARK ♦ HAWTHORNE HILLS

A (Hole 2 & 7) Proposal by Quitno Golf Designs, Inc.

Attention
Mr. John Stahl
Hawthorne Hills Golf Course
4720 County Rd I
Saukville, WI 53080
jstahl@ozaukeecounty.gov

Submitted by
Todd Quitno, President
Quitno Golf Designs, Inc.
245 North Rose Avenue
Park Ridge, IL 60068
847.951.3051
tquitno@quitnogolf.com

Attachment: P&P_Dept_Hawthorne Hills - Hole 2-7 Proposal - rev 4-11-24

Project Overview

On behalf of Quitno Golf Designs, Inc. (QGD) we are pleased to offer the following proposal of services to assist the **Hawthorne Hills Golf Course** (herein referred to as "Owner") with preparation of Construction Drawings, Bidding and Observation for the redevelopment of Hole #2 and #7 greens.

To complete the study, we propose the following detailed scope of work:

PHASE 1 – Concept Review and Cost Estimating

- Update base sheets for each hole, including existing conditions mapping using survey information previous gathered and current aerial imagery procured from Ozaukee County Online Mapping and/or Google Earth. Overlay preliminary grading concepts prepared under previous contract (dated 6-25-18).
- Conduct a site visit to review the entire project area with Owner and assess the original concepts. Review project requirements, proposed work limits, site access, existing utilities and drainage infrastructure, project timelines, and general approach to the project.
- Prepare any concept revisions and an estimate of probable construction costs for implementation of the work. Submit to the Owner for budget and design approval.

PHASE 2 – Construction Documents, Project Specifications, Bidding

- Upon final scope approval from Owner, prepare the following plans for construction and bidding:
  - Demolition and Site Preparation Plans – indicates removal of designated hardscape, vegetation and other site features
  - Grading, Green Details, and Feature Drainage Plans – indicates detailed grading and subsurface drainage of all golf course features
  - Irrigation Plans (provided by Owner) – provide plans to Owner's consultant to incorporate into overall irrigation plan
  - Restoration Plans – indicates type and location of seed/sod, path and hardscape additions/repairs, and general site cleanup following construction
  - Construction Details – indicates graphically how the work is to be performed in terms of material, size and relationships
- Prepare technical specifications, bid form(s) and related documents as needed to bid the project to qualified contractors. Incorporate specifications into Owner-provided front-end documents. Provide a digital and hard copy of the construction document package.

Attachment: P&P_Dept_Hawthorne Hills - Hole 2-7 Proposal - rev 4-11-24

- Assist the Owner in bidding the project to qualified contractors (provide list of qualified bidders), including attendance at one pre-bid meeting. Assist in bid evaluation and contract negotiation with the selected Contractor. All contracts to be prepared by the Owner.

- Permits – The proposed project work areas is greater than 1 acre, thus will require WPDES (erosion control) permitting through the Wisconsin Department of Natural Resources. Sub-consultant, Hey & Associates, will prepare and submit all necessary applications for the WPDES permit, including preparation of a site soil erosion and sediment control plan and any necessary design coordination. This task will include an engineering plan stamped by a registered Professional Engineer in the State of Wisconsin, along with permit close-out following completion. In addition, Hey will assist with any Village or Ozaukee County Permitting, if required, on a time and materials basis. This may include the engineering plans noted above, design assistance to meet Village requirements, preparation of application forms and supporting documentation, and comment response. **(** Note that all permit application fees shall be the responsibility of the Owner.)**

PHASE 3 – Construction Observation

- Provide weekly site visit(s) over a **5 to 6 week construction period**, including attendance at a pre-construction meeting with the Owner and Contractor, to review all pertinent aspects of construction and establish project timelines. Review work as it progresses and provide general guidance to the Contractor. Paint (or verify) outlines of all greens, bunkers and fairways before grassing operations start.

ITEMS NOT INCLUDED IN THIS PROPOSAL

- Wetland delineation, floodplain engineering
- Irrigation design services
- Permit application fees

Fees and Signature

Based on the services outlined above, we propose the following costs to complete each phase, which include travel expenses.

PHASE 1 – Concept Review and Cost Estimating	**$ 2,500**
PHASE 2 – Construction Docs, Project Specifications, Bidding, and Permits	**$ 17,000**
PHASE 3 – Construction Observation	**$ 5,500**
TOTAL FEES	**$ 25,000**

Attachment: P&P_Dept_Hawthorne Hills - Hole 2-7 Proposal - rev 4-11-24

Acceptance: This Proposal shall be good for thirty (30) days of the date hereof, after which the scope and fees may reviewed. Please sign below and return one copy as notice of your acceptance.

Respectfully submitted,

QUITNO GOLF DESIGNS, INC

Todd Quitno, ASGCA
President

Accepted by: _____
Name/Title Date

Terms and Conditions

These General Terms and Conditions are appended to and expressly made a part of the Proposal dated **April 8, 2024 to Hawthorne Hills Golf Course** (hereinafter referred to as "the Client") from **Quitno Golf Designs, Inc.** (hereinafter referred to as "QGD"). Upon execution by the Client, the Proposal, including these General Terms and Conditions, shall become our Agreement for Professional Services (hereinafter referred to as "Agreement").

ARCHITECT'S RESPONSIBILITIES

The scope of the project shall be only as described in the Agreement and include only such work as QGD deems necessary to carry out and complete the project. The project scope shall not be altered except by mutual agreement and proper authorization to proceed. After the acceptance of any plans by the Client, and/or by the appropriate public agencies, any changes must be approved by QGD and agreement reached as to the additional compensation due QGD, if any. Estimates, opinions, and statements of probable construction cost prepared by QGD represent its best judgment as a design professional and are supplied for the general guidance of the Client. Because QGD has no control over the costs of labor and material, over Contractor's methods of determining bid prices, or over competitive bidding or market conditions, QGD cannot and does not guarantee that any such estimates, opinions, or statements will not vary from Contractor's bids or actual cost to the Client.

CLIENT'S RESPONSIBILITIES

The Client shall designate, when necessary or appropriate for the expeditious completion of the Project, a representative authorized to act on its behalf with respect to the Project. The Client or its representative shall examine documents submitted by QGD. The client or its representative shall render decisions pertaining to such documents promptly in order to avoid unreasonable delay in the progress of the services to be performed by QGD under this Agreement.

The Client shall furnish a certified land survey of recent date of the site of the Project giving, as applicable, grades and lines of streets, alleys, pavements, and adjoining property; rights-of-way, restrictions, easements, encroachments, zoning, deed restrictions, boundaries and contours of the site; locations, dimensions and complete data pertaining to existing buildings, other improvements, and trees; and full information concerning available service and utility lines both public and private, above and below grade, including inverts and depths. The Client shall also furnish, as applicable, zoning restrictions, and hydrological information relating to the site.

The Client shall furnish the services of consultants when QGD and Client deem such services necessary or appropriate for completion of the project. Such consultants may include, among others, soil engineers, irrigation consultants, civil

Attachment: P&P_Dept_Hawthorne Hills - Hole 2-7 Proposal - rev 4-11-24

engineers, and planners. Cost of such consultants must be approved by Client prior to services being rendered. Client shall be responsible for wetland, flood plain, and floodway delineation

INDEMNIFICATION

Client will indemnify, defend and hold harmless QGD, its officers, directors, employees, and Sub-contractors from and against all claims and actions, including attorneys' fees, arising out of damages or injuries to persons or tangible property caused by a negligent act, error, or omission of Client or any of Client's agents, trade contractors, and employees in the performance of Services under this Agreement. Client will not be responsible for any loss, damage, or liability arising from the sole negligence of QGD, or QGD's sub-contractors, agents, staff or consultants. In the event that Client institutes legal action of any kind (suit, arbitration, etc.) against QGD because of any failure or alleged failure to perform, error, omission, or negligence, and if such legal action is not successfully prosecuted or if it is dismissed, or if the decision is rendered for QGD, Client agrees to pay QGD any and all costs of defense, including attorney's fees, expert witness' fees, and court costs and any and all other expenses of defense which may be necessary. Payment shall be made immediately following dismissal of the case or immediately upon a decision being rendered in behalf of QGD.

TERMS OF PAYMENT

The Client shall pay QGD monthly as the work proceeds, and the fees and reimbursable expenses shall be invoiced monthly as the work progresses on each phase. QGD shall determine the percentage of completion for purposes of the monthly billing.

All invoices are due upon receipt. QGD reserves the right not to start work on the next phase until all invoices for work on the prior completed phase have been paid in full. Payment for a phase shall be considered approval and acceptance of QGD's work on that phase. Overdue accounts are subject to a service charge of one percent (1.0%) per month on the unpaid balance. An account is considered overdue if an invoice is not fully paid thirty (30) days after the date of the invoice. This is an annual rate of twelve percent (12%).Invoices shall be considered correct as rendered if not questioned verbally within ten (10) calendar days of the date of the invoice.

Failure to pay any invoice prior to its becoming overdue shall entitle QGD, upon five (5) days verbal notice, to suspend performance of services under this Agreement. Unless payment in full is received by QGD within five (5) days of the date of the notice, the suspension shall take effect without further notice. QGD shall have no liability to Client for delay or damage caused Client because of such suspension of services. The failure of Client to make payments to QGD in accordance with this Agreement shall be considered substantial nonperformance and cause for termination.

Should QGD bring any action or proceeding at law or in equity to enforce payment of unpaid invoices, together with any and all service charges, and if QGD recovers judgment in any sum, QGD shall also recover reasonable counsel fees, service charges, and interest, as well as litigation and collection expenses, witness fees, and court costs, of the maximum extent allowed by law.

TERMINATION

This Agreement may be terminated by either party upon seven (7) days written notice in the event of substantial failure by the other party to perform in accordance with the terms hereof through no fault of the terminating party. This Agreement may be terminated by the Client, under the same terms, whenever the Client shall determine that termination is in its best interests. Cost of termination, including salaries, overhead and fee, incurred by QGD either before or after the termination date shall be reimbursed by the Client.

In the event this Agreement is terminated, QGD shall be paid its compensation for services performed to the termination date, including reimbursable expenses then due.

Attachment: P&P_Dept_Hawthorne Hills - Hole 2-7 Proposal - rev 4-11-24

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Proposal and Contract for Professional Services for Cultural Resource Investigations for an East West Extension of the Ozaukee Interurban Trail Along STH 60

BACKGROUND INFORMATION: The Ozaukee County Planning and Parks Department (Department) has received a proposal from the University of Wisconsin-Milwaukee (UWM) Cultural Resource Management Program (CRM) Archaeological Research Center to conduct cultural resource investigations for an east west extension of the Ozaukee Interurban Trail (OIT) along State Highway 60 (STH 60). A secured Wisconsin Department of Transportation (WisDOT) Transportation Alternatives Program (TAP) grant is supporting design, engineering, and construction a new multi-use off-road trail in the right-of-way along STH 60 between 1st Avenue in the Village of Grafton and Washington Ave in the Town of Cedarburg. A new off-road multi-use trail will address existing connectivity gaps between the Village of Grafton and the Town of Cedarburg, complement the existing future (2027-28) STH 60 WisDOT reconstruction project in the same project location, connect to the existing 30-mile OIT, address several safety concerns, and facilitate coordination between the Village of Grafton, Town of Grafton, City of Cedarburg and the Town of Cedarburg on existing and planned bike and pedestrian amenities. The WisDOT TAP grant requires completion of cultural resource investigations (archaeological and architecture history investigations) as part of Section 106 National Historic Preservation Act compliance and Wis. Stats. §44.40 and §157.70.

ANALYSIS: The WisDOT TAP grant has a very tight timeline to meet critical goals and deadlines and the cultural resource investigations and WisDOT and State Historic Preservation Office (SHPO) reviews occur in conjunction with design and engineering. The UWM CRM proposal cost is $7,809 and staff recommends adding an approximate 15% contingency ($1,171) to cover additional items as needed for a total not to exceed sum of $8,980. Revenue for the expense is provided by Department budget and OIT donations. This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department.

FISCAL IMPACT: Balance Current Year: $8,980 Next Year's Estimated Cost: $0

FUNDING SOURCE: County Levy: X Non-County Levy: X

Indicate source: Department budget and OIT donations.

RECOMMENDED MOTION: Approve negotiation and signing of a professional services contract by the Planning and Parks Department with the University of Wisconsin-Milwaukee Cultural Resource Management Program Archaeological Research Center for a not to exceed sum of $8,980, which includes an approximate 15% contingency, to conduct cultural resource

investigations for an east west extension of the Ozaukee Interurban Trail along State Highway 60. This contract is contingent upon negotiation of professional services contract terms satisfactory to the Ozaukee County Planning and Parks Department and final WisDOT approval.

ATTACHMENTS:

- P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2) (PDF)
- P&P_Dept_OzaukeeCtyP&P_VGrafton5CornersOITConnection_Map (PDF)

NATURAL RESOURCES COMMITTEE

DocuSign Envelope ID: 14499A52-1964-4697-AC69-535661C913E8

UNIVERSITY of WISCONSIN
UWMILWAUKEE

Archaeological Research Laboratory Center
Cultural Resource Management

Sabin Hall, Rm 290
PO Box 413
Milwaukee, WI
53201-0413
414-229-3078
www.uwm.edu
www.uwm.edu/archaeology-laboratory/

May 13, 2024

Matt Aho, Program Manager
Ozaukee County Planning and Parks Department
121 W Main Street
Port Washington, WI 53074
Phone: (262) 623-2103
Email: maho@ozaukeecounty.gov

RE: Section 106 NHPA
Project ID 2696-23-00
Ozaukee Interurban Trail
E-W Along STH 60 1st to Washington
Non-Highway
Ozaukee County, Wisconsin
UWM 2024-0336

Dear Mr. Wallace,

The Cultural Resource Management program (Archaeological Research Laboratory Center) at the University of Wisconsin-Milwaukee (UWM) is pleased to offer a scope of work and estimated cost to conduct cultural resource investigations for the above referenced project.

The proposed project consists of a proposed multi-use trail approximately 8,525 feet in length, connecting 1st Avenue in the Village of Grafton to Washington Avenue in the Town of Cedarburg at Five Corners.

Authority

The project is federally funded and the cultural resource investigations are designed to address stipulations relating to Section 106 of the National Historic Preservation Act (and 36 CFR part 800), as well as Wis. Stats. §44.40 and §157.70. The federal agency is Federal Highway Administration. The methods and techniques used during the study will follow those standards promulgated in the Secretary of Interior's Standards and Guidelines for Archeology and Historic Preservation, the Architecture-History Survey Manual, and the Guide for Public Archaeology in Wisconsin. The use of these documents as guides for historic preservation planning is endorsed by the Wisconsin State Historic Preservation Office (SHPO). Moreover, the investigations will follow the guidelines and process outlined in Chapter 26 of WisDOT's Facilities Development Manual.

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

DocuSign Envelope ID: 14499A52-1964-4697-AC69-535661C913E8

Scope of Services

Identification Studies

Archaeological and architectural/historical investigations will be conducted to identify archaeological sites and/or architectural/historical properties within the project area of potential effect for the project locations.

Archaeological Investigations

The archaeological study will consist of archives and literature research and field investigations. The archival research will identify all previously reported archaeological sites both within the area of potential effect (i.e. all areas of proposed ground disturbing activities) and within a one-mile radius of the area of potential effect (APE). The archival research will also document locales within the APE that have already been subjected to archaeological survey. Field investigations will consist of intensive Phase I archaeological survey of the APE using visual inspection and/or shovel probe testing.

Preliminary research indicates that there are three previously recorded archaeological sites within the project area. These sites include OZ-0078 Groth Farm; OZ-0074 Starton; and OZ-0356 Field Site 11.070-02.

Architecture History Investigations

The architectural/historical investigations will consist of archives/literature research and field inventory. The area of potential effect will include all areas of proposed ground disturbing activity as well as a contextual "zone" around the study area. The archival research will document above ground structures/buildings that have been surveyed (i.e. survey cards have been prepared) within the APE and which buildings/structures are listed on the National or State Registers of Historic Places. The field inventory will identify those buildings/structures within the APE that are at least 40 years old, retain good or better integrity, and show potential for architectural and/or historical significance. Inventory cards will be prepared for those buildings/structures that meet the aforementioned criteria.

A preliminary review indicates approximately 10 properties meet survey criteria along the project corridor.

Reporting and Deliverables

Deliverables for the project include 5 major items.

The results of the investigations will be documented using standard WisDOT reporting forms for archaeological and architectural/historical studies, including:

1. Archaeological Survey Field Report Form (ASFR) (DT1978)
2. Archaeological Literature and Records Review Form (DT1459)
3. Architecture History Survey Form (AHSF) (DT1446)
4. Historical Society Notification
5. DT1635 Section 106 Form (relevant portions)

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

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The Section 106 report package will be submitted to Baxter and Woodman and the WisDOT Cultural Resources Team (CRT) for review and comment. Once accepted by WisDOT CRT, the package will be submitted to SHPO for concurrence.

Estimated Cost

For archaeological and architecture history investigations subcontracted to the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee, the CONSULTANT'S actual cost to the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee based on the Board of Regents of the University of Wisconsin System on behalf of the University of Wisconsin-Milwaukee's actual cost up to $ $7,809.01 plus fixed fee of $0.00 not to exceed $7,809.01.

This is a good faith estimate based upon the information provided to ARLC and is non-binding. The commencement of the work described herein is contingent upon a written contract being executed by both parties. A copy of ARLC's form contract is attached for your review and will be customized to include the relevant project-related details if you wish to proceed with this project.

The estimated contract end date is 2/25/2026.

You should request a new cost estimate if you wish to materially change the scope of services, if you learn new details that might materially impact the project scope or estimated cost, or if six months have passed since the date of this estimate.

If you have any questions regarding the scope of services, cost estimate, or if you wish to further discuss the project, please do not hesitate to contact Jennifer Picard at 414-251-8566 or at jlpicard@uwm.edu.

DocuSigned by:
Jennifer Picard
78E4B00FCB364CB...

Jennifer Picard
Principal Investigator

5/24/2024 | 10:06 AM CDT
Date

DocuSigned by:
Jennifer R Haas
CBF398D2014B4DE...

Jennifer R. Haas, Ph.D.
Director, Archaeological Research Laboratory Center

5/24/2024 | 10:13 AM CDT
Date

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

DocuSign Envelope ID: 14499A52-1964-4697-AC69-535661C913E8

Consultant-Weighted Average Direct Labor Rates

Project ID: Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington Non-Highway, Ozaukee County

Classification:

(a)	(b)	(c)	(d)
Employee Name	**Current Rate**	**Percent Contribution**	**(b*c)**
Jennifer Picard	$52.37	100.00%	$52.37
Gail Klein	$40.59	100.00%	$40.59
Seth Schneider	$40.59	100.00%	$40.59
Curran Fitgerald	$28.03	100.00%	$28.03
Nicholas Weber	$40.59	100.00%	$40.59
			$0.00
			$0.00
			$0.00
			$0.00
TOTAL			$40.43

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

DocuSign Envelope ID: 14499A52-1964-4697-AC69-535661C913E8

Consultant Direct Labor Rates

Project ID: **Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington Non-Highway, Ozaukee County**

(a) Employee Name	(b) Classification	(c) Current Rate	(d) % Pay Increase	(e) New Pay Rate	(f) Date of Increase	(g) % Work at Current Rate	(h) % Work at Increased Rate	(i) Weighted Average Hourly Rate
Jennifer Picard	Principal Investigator	$52.37	0.00%	$52.37	12/31/24	100.00%	0.00%	$52.37
Gail Klein	Historian	$40.59	0.00%	$40.59	12/31/24	100.00%	0.00%	$40.59
Nicholas Weber	GIS Analyst	$40.59	0.00%	$40.59	12/31/24	100.00%	0.00%	$40.59
Curran Fitzgerald	Arch Tech	$28.03	0.00%	$28.03	12/31/24	100.00%	0.00%	$28.03
Seth Schneider	Project Manager	$40.59	0.00%	$40.59	12/31/24	100.00%	0.00%	$40.59
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00
				$0.00				$0.00

Contract Completion Date: 6/1/26

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

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Summary of Staff Hours and Direct Labor Costs

PROJECT TOTAL

Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington

Project ID **Non-Highway, Ozaukee County**

Classification		Principal Investigator		Historian		Project Manager		GIS Analyst		Arch Tech			
Avg. Hourly Wage		$52.37		$40.59		$40.59		$40.59		$28.03		Total Direct Labor	
Task	Activity Code	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars
Coordination & Adminstration	763	10	$523.70									10	$523.70
Archicture History Survey, Reporting	763.4.2			60	$2,435.40							60	$2,435.40
Archicture History Survey, Reporting mapping	763.5.2							6	$243.54			6	$243.54
Archaeology Investigations	763.4.1	10	$523.70			40	$1,623.60			32	$896.96	82	$3,044.26
Archaeology Investigations mapping	763.5.1							6	$243.54			6	$243.54
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
												0	$0.00
TOTAL:		20	$1,047.40	60	$2,435.40	40	$1,623.60	12	$487.08	32	$896.96	164	$6,490.44

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

DocuSign Envelope ID: 14499A52-1964-4697-AC69-535661C913E8

Fee Computation Summary by Engineering Task

PROJECT TOTAL

Project ID: **Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington Non-Highway, Ozaukee County**

Task	Activity Code	Direct Labor Costs	Direct Expense	Indirect Costs	Fixed Fee	Total
Coordination & Adminstration	763	$523.70		$78.56	$0.00	$602.26
Archicture History Survey, Reporting	763.4.2	$2,435.40		$365.31	$0.00	$2,800.71
Archicture History Survey, Reporting mapping	763.5.2	$243.54		$36.53	$0.00	$280.07
Archaeology Investigations	763.4.1	$3,044.26		$456.64	$0.00	$3,500.90
Archaeology Investigations mapping	763.5.1	$243.54		$36.53	$0.00	$280.07
Direct Expense Total			$300.00	$45.00		$345.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
						$0.00
TOTAL:		$6,490.44	$300.00	$1,018.57	$0.00	$7,809.01

Indirect Cost Rate (%): 15% **Fixed Fee (%):** 0

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

DocuSign Envelope ID: 14499A52-1964-4697-AC69-535661C913E8

Direct Expenses by Item

Project ID: **Project ID 2696-23-00 Ozaukee Interurban Trail E-W Along STH 60 1st to Washington Non-Highway, Ozaukee County**

Item	Unit Amount	Unit Type	Rate	Total Expenses
Vehicle and fuel	2.00		$100.00	$200.00
Curation Fee	1.00		$100.00	$100.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
				$0.00
TOTAL				$300.00

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

DocuSign Envelope ID: 14499A52-1964-4697-AC69-535661C913E8

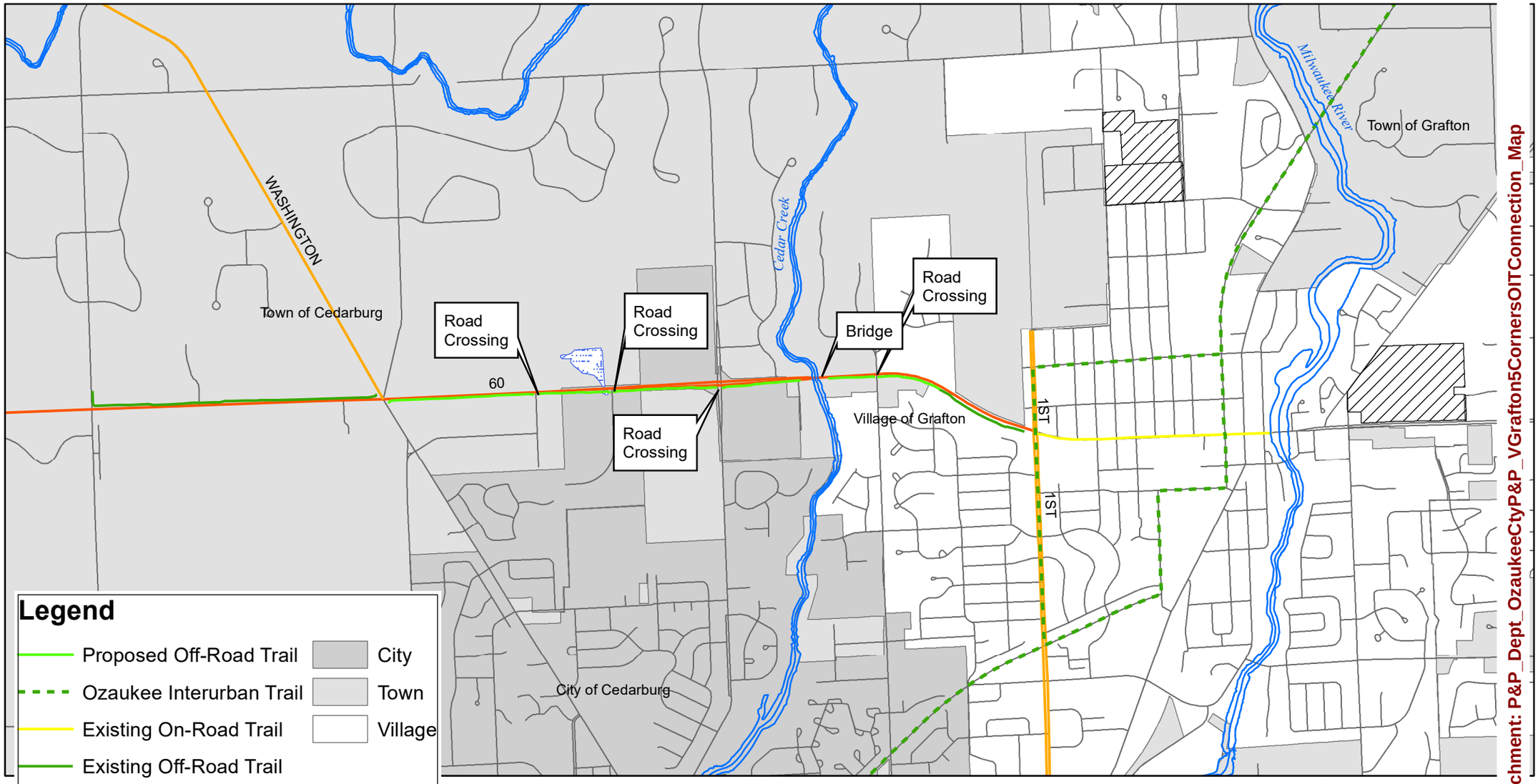
Consultant Contract Total Fee Computation

Project ID	2696-23-00				Total for Contract
Number of Staff Hours	164				164
Total Direct Labor	$6,490.44				$6,490.44
Total Indirect Costs	$1,018.57				$1,018.57
Fixed Fee					$0.00
Direct Expenses	$300.00				$300.00
Subtotal	$7,809.01	$0.00	$0.00	$0.00	$7,809.01
Subcontract 1					$0.00
Subcontract 2					$0.00
Subcontract Subtotal	$0.00	$0.00	$0.00	$0.00	$0.00
TOTAL COST	$7,809.01	$0.00	$0.00	$0.00	$7,809.01

Indirect Cost Rate (%): 15% **Fixed Fee (%):** 0%

Attachment: P&P_Dept_UWM_Complete_with_DocuSign_2024-0336_ScopeLetter(2)

Proposed Trail Construction - State Highway 60
From 1st Ave to Washington Ave



Legend

- Proposed Off-Road Trail
- Ozaukee Interurban Trail
- Existing On-Road Trail
- Existing Off-Road Trail
- State Highway 60
- 1st Ave
- Washington Ave
- River and Creek
- Road Centerline
- Wetland (WWI, 2019)
- Public Schools
- City
- Town
- Village

Attachment: P&P_Dept_OzaukeeCtyP&P_VGrafton5CornersOITConnection_Map

Ozaukee County
July, 2023

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

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

ATTACHMENTS:

- P&P_Dept_Hawthorne Hills Maintenance Building_COR No. 35 (PDF)

NATURAL RESOURCES COMMITTEE

ABSOLUTE CONSTRUCTION ENTERPRISES

May 28, 2024

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

Re: Hawthorne Maintenance Facility
Change Order Request No. 35

Dear Jon,

Absolute Construction Enterprises, Inc. offers the following change order request for additional lighting per Construction Bulletin 22.

Total amount for this change order request is ***$1,529.70***.

Breakdown:

Subcontractors

J. Miller Electric	1	ls	@	$ 1,317.00	$	1,317.00
				Subtotal	$	1,317.00
			15%	Markup	$	197.55
			1%	Bond	$	15.15
				Total	$	1,529.70

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

Yours truly,

Mike Wiedenbeck
Project Manager
mwiedenbeck@absoluteconstruct.com

Attachment: P&P_Dept_Hawthorne Hills Maintenance Building_COR No. 35 (P&PDept_HHParkMultipurposeBuildingandChangeOrders)

mwiedenbeck absoluteconstruct.com

From: Justin Miller <justin.jmillerelectric@gmail.com>
Sent: Tuesday, May 28, 2024 10:24 AM
To: mwiedenbeck absoluteconstruct.com
Cc: Matt Aho; Rodrigo Gutierrez; Theodore Maher; jmillerelectric@sbcglobal.net; Andrew Struck; Tom Sheppard; Jon Wallenkamp
Subject: Re: HH Building - CB-22 New Lights

Matt,

Thank you for attaching my appropriate email to this request.

Mike,

As previously stated the jmillerelectric@sbcglobal.net is not a direct contact email for myself and has been phased out.

Below is the cost to install one additional fixture in bathroom 205 and 207 and one light fixture in the janitors closet. Conduit in the janitors closet will be exposed.

Net price for above $1,317.00.

Thank you,

Justin Miller
Vice President

J. Miller Electric, Inc.
512 S. Park St.
Port Washington, WI 53074
Office: 262 284 2646
Cell: 262 305 3858

On May 28, 2024, at 9:48 AM, mwiedenbeck absoluteconstruct.com <mwiedenbeck@absoluteconstruct.com> wrote:

Great question – Justin any answer?

From: Matt Aho <maho@ozaukeecounty.gov>
Sent: Friday, May 24, 2024 5:21 PM

Attachment: P&P_Dept_Hawthorne Hills Maintenance Building_COR No. 35 (P&PDept_HHParkMultipurposeBuildingandChangeOrders)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Update on Restoration at Clay Bluffs Cedar Gorge Nature Preserve

ATTACHMENTS:

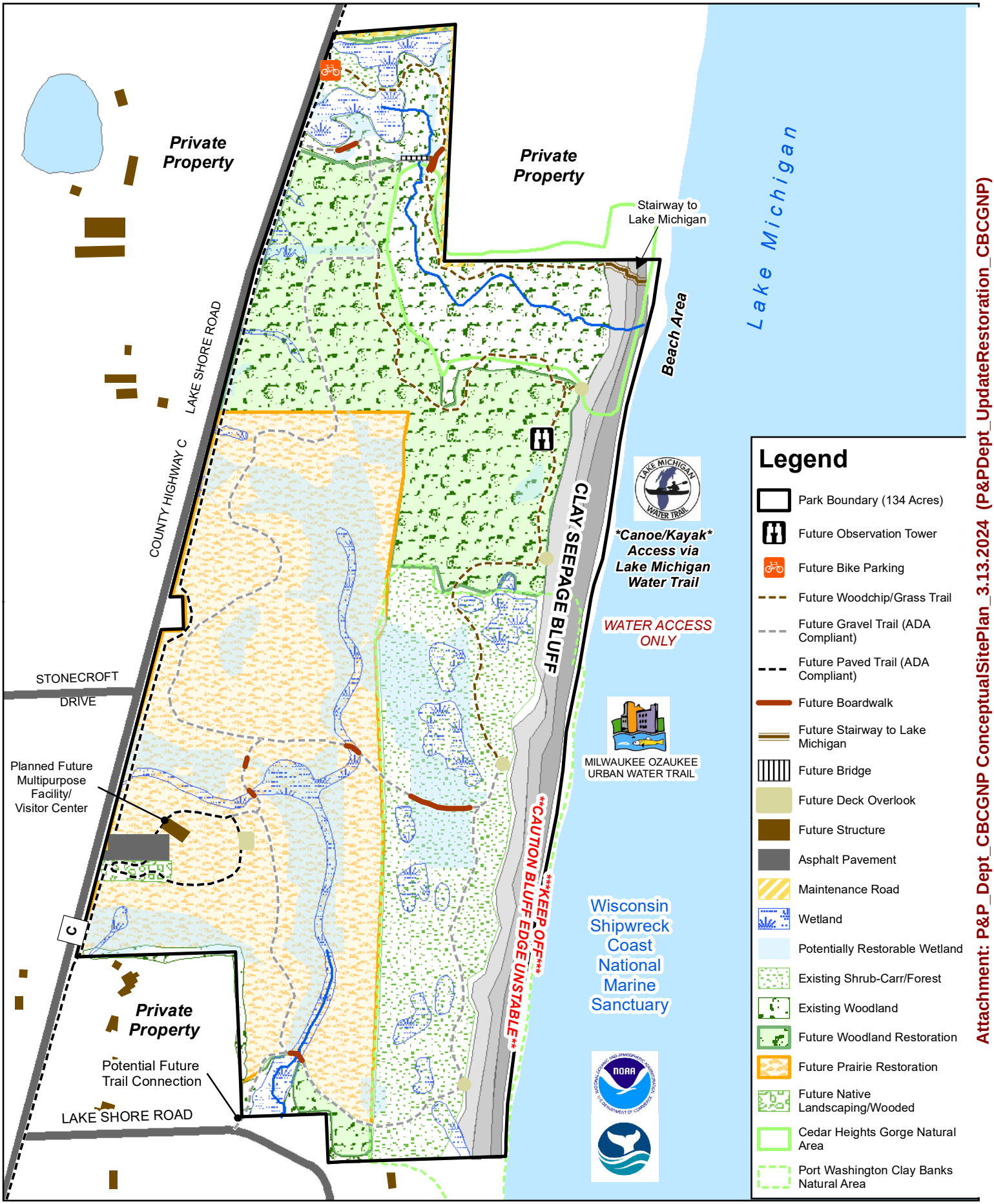
- P&P_Dept_CBCGNP ConceptualSitePlan_3.13.2024 (PDF)

NATURAL RESOURCES COMMITTEE

FINAL DRAFT

Clay Bluffs Cedar Gorge Nature Preserve

Lake Shore Road, Grafton, WI 53024



Ozaukee County Parks Reservations:

Map Produced by Ozaukee County Planning

Attachment: P&P_Dept_CBCGNP ConceptualSitePlan_3.13.2024 (P&PDept_UpdateRestoration_CBCGNP)

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: **June 4, 2024**
DEPARTMENT: **Planning and Parks**
DIRECTOR: **Andrew Struck**
PREPARER: **Andrew Struck**

Agenda Summary Planning & Parks Department Management and Financial Reports

ATTACHMENTS:

- P&PDEPT_MGMTREPORT_NRC060624_MAY2024_FINAL_ATS052924 (PDF)
- 1) CommRpt2024 April 2024 (PDF)
- 2) Summary of Parks Revenue April 2024 (PDF)
- 3) Golf Report April 2024 (PDF)
- Milwaukee Journal Sentinel, 5.5.2024, LDGNP Varied Bunting Spotted (PDF)
- News Graphic, 5.7.24, County Planning and Parks to plant over 18,000 trees in Clay Bluffs Cedar Gorge (PDF)
- News Graphic, 5.14.24, Greater Cedarburg Foundation celebrates Hepburn, awards $114,300 in grants (PDF)
- News Graphic, 5.16.24, A birder's paradise (PDF)
- News Graphic, 5.2.24, Celebrate Trails event successful, but windy (PDF)
- Ozaukee Press, 5.2.24, Clay Bluffs Preserve work begins in earnest (PDF)
- Ozaukee Press, 5.9.24, A first-of-its-kind sighting (PDF)
- Ozaukee Press, 5.16.24, Avian and floral beauty meet on an apple tree (PDF)
- News Graphic, 4.25.24, Cedarburg and Homestead tie for second at NSC golf meet (PDF)
- News Graphic, 4.30.24, Grafton ties for third place at Kelly Green Tournament (PDF)
- Ozaukee Press, 4.25.24, Riveredge to host spring events in May (PDF)
- Ozaukee Press, 4.25.24, Port doubles down on being a city for walkers, bikers (PDF)
- Ozaukee Press, 5.9.24, Ryder Cup format is a hit with Grafton, Port (PDF)

NATURAL RESOURCES COMMITTEE

GOLF COURSES

GOLF COURSES — MEE-KWON PARK AND HAWTHORNE HILLS

- May (thru May 20th) revenue and rounds: $274,905.95 and 7,030 rounds (2024) and $255,043.40 and 6,791 rounds (2023) for both MKGC & HHGC. Summary of 2024 total revenue (YTD) $450,729.81 and 11,936 rounds ($37.76/person) and 2023 total revenue (YTD) $403,374.26 and 10,657 rounds ($37.85/person). Rounds and revenue are up for the year.
- The 50th Anniversary ideas and logo have been completed and will be rolled out soon.
- Concessionaire has grossed $75,840 thru May 20th, avg. $6.35/person. Projected 2024 gross revenue will be $475,000.
- GC Maintenance staff have continued work on ash tree/invasive species removals and tree planting under the USFS grants. Tree planting & ash tree removals will continue in 2024. GC Maintenance is making improvements to the kitchen at HHGC.

ECOLOGICAL DIVISION

BIRD CONSERVATION / BIRD CITY WISCONSIN

Ozaukee County was awarded "High Flyer" status for its Bird City Wisconsin (BCW) renewal in 2023. The "High Flyer" status is the highest level of achievement under BCW and Ozaukee County was the first County in the State to achieve "High Flyer" status and is one of only 34 communities to accomplish this highest level out of 80 BCW communities in WI. Continued maintenance and monitoring of nest boxes (Kestrel, Bluebird, Wood duck) including 11 new bluebird boxes at Tendick, 9 new bluebird boxes at Virmond and several new Wood duck boxes at LMRFWP and HH Park. Received additional bluebird boxes from LMBO for installation at the LMRFWP. Coordinated w/ UW student on Kestrel Box research/monitoring and LMBO for Oakland Green.

FISH PASSAGE PROGRAM

Aquatic Connectivity Projects: Coordination with landowners, local municipalities, County Highway Dept (HWY), and contractors (youth conservation corps) for completion of planned construction and site restoration work, including grant-funded materials acquisition and Federal, State and local permitting. Contract management and site visits for finalizing engineering and design work for culvert replacements or remediation work on Tendick Creek in the T Saukville, Sucker Brook Creek in T Port Washington, and Silver Beach Creek in the T Belgium.

Habitat Improvement Projects: Ongoing project planning w/ WDNR & Milwaukee County for aquatic habitat inventories, assessments, & engineering and design support (including an RFP for E&D) for aquatic habitat restoration activities on the Little Menomonee River in Milwaukee County. Continued restoration (e.g. Prairie planting at Oakland Green Park) and initiated permitting for stream and wetland restoration work on Tendick Creek/Park. Coordinated with HWY, the Village of Saukville, funding partners and landowners for land acquisitions and planning for habitat restoration in conjunction with the CTH W rehabilitation project in the Village of Saukville. Ongoing Lake Sturgeon habitat assessment work in coordination with WDNR and UW-Milwaukee. On-going planning with partners for Sucker Creek restoration work. Coordinated w/ consultant (Inter-Fluve) on ongoing habitat enhancements at Ulao Creek. Coordination w/ City of Port Washington on planned habitat improvements on Mineral Springs Creek & Sauk Creek. Engineering & design RFP development and project planning for Mineral Springs Corridor Resiliency, Virmond Park stormwater wetland & CBCGNP restoration projects.

Environmental Monitoring: Continued analysis & reporting of fish, avian, wildlife, and water quality sampling data per QAPPs. Supplies and materials acquisition, project planning and implementation of 2024 monitoring activities. Water quality sampling analysis for the Little Menomonee River/Creek and Ulao & Mole Creeks. WQ sampling at LMR/LMC (5/8-5/9) and Ulao and Mole (5/13). Coordinated w/ SEWRPC for flow monitoring on Sucker Creek. Installation of flow and temperature units. Continued water quality monitoring analysis as part of WDNR AOC LMR & SW Grants. Ongoing monitoring/analysis of the underwater "fish cam" at MT Fishway. Continued larval & backpack electrofishing fish monitoring data analysis and reporting on project streams. QAPP development and approval for upcoming 2024 projects (e.g. Sucker Creek impediment remediations, Tendick Creek stream and wetland restoration). Coordination with Shedd Aquarium on volunteer Sucker fisheries monitoring on Sucker Creek.

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

Reporting and Other Activities: On-going grant (financial & technical) reporting for USFWS, USFS, NOAA/WCMP, NFWF SOGL, WDNR (Stewardship, SWM, CCA, OGW), SEWISC & FFLM. Submitted multiple grant applications. QAPP & NEPA submittals & approvals for federal & state funded projects. Coordinated w/ AmeriCorps NCCC, WisCorps, & MCSC on 2024 work. Coordinated w/GLE regarding the GIS Fish & Wildlife Habitat Tool contracts. Coordinated w/ partners (MMSD, Riverkeeper, SEWRPC) on water quality monitoring. Coordinated w/ LMBO, CPort Washington, We-Energies, HWY & WDNR regarding stream corridor restoration on Mineral Springs Creek. Coordinated w/ LNRP, OCWC, consultants, & landowners on stream & habitat restoration planning for Sucker Creek in Towns of Port Washington & Belgium. Coord. w/ WDNR MR AOC & Lamp Coordinators. Coordinated w/ Finance on project accounting system, grant reporting/reimbursements & annual audit. Completed multiple federal & state grant reimbursement requests. Mtgs for the AOC MAIT (5/14), Fish & Wildlife Tech Team (), & Project Managers (). Coordinate w/ Hwy, landowners & consultant on CTH W Project. Coordinated w/ Interfluve, raSmith & Fish Creek Restoration consultants on FP & habitat restoration projects (5/9). Coordinated w/ WDNR Fisheries on grant funding for current & future projects. Coordinate w/ LMBO Re: MSC restoration & educational signage. WI Lakes & Rivers Partnership Mtg (). Mtgs w/ Sugar Maple Nature School Re: Development (5/10,5/24,5/31). Coordinate w/ SEWRPC Re: LMPN grant, inland lake surveys and Sucker Creek flow monitoring units in Sucker Creek. Monitor acoustic monitors for herps and birds at LMRFWP. Coord w/ HWY on 2024 Parks & Ecological Division projects. Coordinated w/ partners (UW–Madison Geoscience Dept, WI Geologic & Natural History Survey, US Geological Survey) on coastal bluff erosion & groundwater monitoring well issues. SWWT Finance Mtg (5/14). Virtual Mtg w/ AmeriCorps Re: Spring 2024 Team (5/21) and Orientation for start (5/28). Attended the Cedarburg Foundation Event (5/8) for grant award. Wisconsin Shipwreck Coast National Marine Sanctuary Advisory Council Mtgs/Tour of Thunder Bay NMS (5/16-5/20) in Shebogyan, WI and Alpena, MI. Volunteer Tree Planting at CBCGNP (5/21).

INVASIVE SPECIES MANAGEMENT

Continued removal of ash trees, invasive shrubs and herbaceous spp. at County Parks and Restoration Areas including Tendick, Covered Bridge, Lion's Den Gorge, Mee-Kwon, CBCGNP, Hawthorne Hills, River Oaks, Ulao Creek NP & Virmond Parks under private foundation grants. Continued work on private foundation grants for native tree planting in the County Park System. Continued planning for ROW Invasive Species Treatment and coordinated w/ HWY on implementation. Coordinated on 3 USFS grants w/ Partners (HH Park & Coastal Parks Project Areas) for tree planting / bidding.

DEPARTMENT ADMINISTRATION

- Attended NRC & CB (5/1). Budget Kickoff Mtg (5/14). Reviewing Senior Planner position description. Req. hearing test (5/15).
- Managing staff teleworking/remote working and parks & golf course operations. Worked on metric reporting & website statistics.

PLANNING & PARKS DEPARTMENT

CURRENT PROJECTS & REPORT UPDATES

MAY 2024

MISSION STATEMENT

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

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

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

Attachment: P&PDEPT_MGMTREPORT_NRC060624_MAY2024_FINAL_ATS052924

Ozaukee County Planning and Parks

PLANNING DIVISION

Comprehensive Planning

- Reviewed local government amendments to County Comprehensive Plan (e.g. Towns of Grafton, Port Washington, Belgium, Cedarburg & Saukville, Villages of Grafton, Belgium & Newburg & Cities of Port Washington & Mequon). Coordinated w/ SEWRPC on County Comp Plan amendment regarding local governments.
- Coordinated w/Town of Saukville, Town & Village of Belgium and Village of Fredonia on amending their local comprehensive plan, planned land use map and County Comprehensive Plan. Explored options w/ SEWRPC.
- Began to review the GIS mapping for the proposed local government amendments to the County Comprehensive Plan (e.g. planned land use map). Follow-up w/ SEWRPC staff regarding level of effort for updates.
- Continued to staff the Comprehensive Planning Board meetings (regular schedule—every other month). Meeting agendas and minutes at https://www.co.ozaukee.wi.us/2107/Comprehensive-Plan-Board

Land Division / Plat Review / Zoning

- Discussed/reviewed preliminary/final land divisions with landowner(s) in the Towns of Grafton, Port Washington, Saukville & Cedarburg. Generated GIS maps including: zoning, land use, soils, floodplain, wetlands, etc.
- Provided review for proposed projects under the County-owned lands zoning ordinance including Mee-Kwon Park—communications tower, Pinnacle property—communications tower, Highway properties—nonmetallic mining, LMRFWP— public access and Advocates of Ozaukee—building expansion, Hawthorne Hills County Park—Pioneer Village windmill structure and Grafton (CTH V and CTH W) Park & Ride—County ownership.

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

- Reviewed prioritization and implementation recommendations in the adopted *Park and Open Space Plan for Ozaukee County: 2035 (POSP)* as approved by County Board on June 1, 2011. Coordinated with SEWRPC staff regarding the update to the POSP, inventory data, mapping, chapters and on-site surveys. Coordinate with the Comprehensive Planning Board - POSP Chapters including recommendations.
- Discussed recommendations of the POSP with residents, WDNR, MMSD/Conservation Fund, OWLT, WWA, ROTB, FOCB, USFWS and Ozaukee Treasures Network, particularly with regard to identified Natural Areas and proposed County parks and trail systems. Continued discussions with interested citizens regarding developing a mountain bike park & natural area acquisitions (CTH W-VSaukville, OIT-TGrafton, Town of Saukville Properties, Waubedonia-TFredonia, LDGNP/CBCGNP Project Area—TGrafton)
- Coordinated with the Conservation Fund/MMSD on the expanded Greenseams Program (CTH W project). Coordinated w/ USFWS, WDNR, Ducks Unlimited, Conservation Fund/MMSD on fish passage projects.
- Coordinated/attended meetings with partners (e.g. FOCB (5/11), WDNR (), MMSD/TCF(), OWLT, OCWC, BCW, LNRP (), DU, OTN, LMBO, WAC) to discuss natural area preservation/restoration.
- Revising final drafts of three County Park Master Plans including Virmond, Lion's Den Gorge Nature Preserve (LDGNP) and Clay Bluffs Cedar Gorge Nature Preserve (CBCGNP). Updating all Park Master Plan (GIS) maps w/ Staff. Follow-up on the CBCGNP overall master planning and future restoration. Summarized POSP Public Information Mtgs and prepared draft Chapters including County Project Areas.
- Coordinated with WDNR staff on Stewardship grant requirements and recent WDNR Stewardship Grants.

Farmland Preservation Plan and Working Lands Initiative

- County Board formally adopted the *Farmland Preservation Plan for Ozaukee County: 2035 (FPP)* on July 3, 2013 as a stand alone plan. The County Board adopted the Comprehensive Plan Amendment 2013-02 (incorporation of FPP & POSP) on 12/4/13. Received $30,000 DATCP FPP Grant and certification extension. Coordinated (w/ SWWT & MMSD and other partners) on implementation of the Cedar, Pigeon, Mole and Ulao Watershed 9 Key Element Plan per FPP (e.g. Tendick Creek floodplain and wetland restoration).
- Coordinated with the Town of Belgium on a revision to the County FPP per a zoning/land use change.

Geographic Information Systems (GIS) / Land Information

- Continued development of the GIS Fish & Wildlife Habitat Model and Ecological Prioritization GIS Tools with partners (NACPRO Award 2021). Reviewed Preservation/Restoration output maps with partners and coordinated with staff/partners/consultant on next steps for the GIS Tools. Continued work on Fisheries/Herps component of the GIS Tools. Worked w/ consultant on SLCI reports for LMRFWP (NACo Award 2023).
- Prepared several GIS databases and maps for the Planning, Parks and Trails and Ecological Divisions regarding: land divisions, zoning, tree plantings, natural areas, Trail/ROTB, streams/Impediments, wetland/riparian restorations, stormwater, water quality, fish & wildlife monitoring, invasive species, and restorations.
- Coordinated w/ LIO on GIS databases (trails, land use), JEM Grant (GIS Storybook OIT), & legal descriptions.
- Coordination w/ SEWRPC and LWMD on an update to the County Shoreland (& Floodplain) Zoning Maps.

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

- Developed/reviewed erosion control, floodplain and stormwater management plans, permits and implementation for various Fish Passage Program (e.g. MSC, Sucker & Tendick Creeks), Parks (e.g. Virmond stormwater wetlands, HH Park Multipurpose Maintenance Bldg) & Ozaukee Interurban Trail projects with USACOE, WisDOT, WDNR, LWMD, consultants, & municipalities (e.g. Town of Saukville, City of Mequon).
- Coordinate/Met w/ WCMP State Coastal Hazards WG regarding Virmond Park, LDGNP, CBCGNP(5/22) & other projects. Coordinated w/ UW Sea Grant/WGNHS on outreach for Lake Michigan water levels and bluff erosion/climate change, Virmond public access and a guide to native vegetation for coastal bluffs. Coordinated on WCMP Coastal Resilience Project (e.g. predicting bluff erosion and water study—Virmond Park, Master Plans—CBCGNP, Virmond, LDGNP) and coordinate w/ WCMP CALM Network & UW Sea Grant.

Strategic Planning and Economic Development Planning

- Coordinated w/ Chambers of Commerce, State & County Tourism on a State Tourism Joint Effort Marketing (JEM) grant for promoting the Ozaukee Interurban Trail. Continued to report on the Department goals, objectives, metrics (websites) for the County Strategic Plan. OED Practitioners Mtg in Belgium (5/16).

Non-metallic Mining Planning

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

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

- Coordinated w/ SEWRPC Regional Land Use & Transportation & Natural Areas Advisory Cmte mtgs.
- Coordinated w/ SWWT & OCWC on 9-Key Element Plans-Ulao, Mole, Pigeon, Cedar & Fredonia.
- Coordinated w/ WisDOT & Consultants on STH 60 (5/), 167, 181 & I-43 reconstruction projects.

PARKS, RECREATON, NATURAL AREAS AND CULTURE DIVISION

Parks, Natural Areas, Recreation and Culture Implementation

- Implementation of 2024 park projects (e.g. boardwalks and bridges) & approved Capital Improvement Projec (CIP) for the County parks (e.g., Maintenance Bldg., Cameras, Security Gates, Campground). Coordinated HWY on other Park (e.g., HH Park grading), Fish Passage (Sucker & Mineral Springs Creeks) and Ozaukee Interurban Trail (e.g., tree/brush removal, signage) projects and CTH ROW Invasives. Plan / coordinate w/ I way Re: 2024 Projects (Park, Ecological/FP) & CTH W E&D, reconstruction, restoration, land acquisitions.
- Coordinated w/ Eagle Scouts for current/future service projects at County Parks and Interurban Trail (e.g. Fe ing /Portable Bathroom Shelter—LMRFWP, Invasives—HH Park, Kayak/Canoe Launch & Bridge—River Oa
- Coordinated/continued intensive invasive species removal (e.g. herbaceous & woody shrubs), ash tree remc and 2024 tree plantings at Lion's Den Gorge Nature Preserve, CBCGNP, Virmond, Mee-Kwon, Hawthorne H LMRFWP, Waubedonia, Covered Bridge, Ulao Creek NP and Tendick Nature Parks, Coastal & HH Park Prc Areas (USFS grants) & both Golf Courses under private foundation and USFS GLRI grants. Continued inve of invasive species, tree plantings, and ash trees in the County Parks.
- Coordinated w/ several recreational organizations regarding the Mee-Kwon County Park master plan. Work on signage/maps/trail marking for the pedestrian trail network. Working on NRF grant to improve trail syster
- Coordinated with the Parks staff on the remodeling and repair of the Shady Lane, Mee-Kwon, Waubedonia a Virmond Park Houses (soffits, paint), out buildings (e.g. woodshop) and yard (e.g., invasives, trees) and the Park Multipurpose Maintenance Building (upper level).
- Coordinated w/ Ozaukee Treasures Network (OTN) Steering Cmte., a collaboration of organizations working the implementation of the *Park and Open Space Plan for Ozaukee County*. Coordinated w/ Ozaukee Count Watershed Coalition (OCWC) regarding Sucker Creek. Discussed development of Parks Friends Group. Tı ures of Oz Day/Celebration will be on Sat, Sept 21st.
- Managed prairie restoration areas at Tendick, LMRFWP, Covered Bridge, Virmond County Parks, Oakland Green Park/MSC, MK Park Wetlands and HH Park Multipurpose Bldg. Grant reporting: WDNR CCA and DU
- Worked on the new CBCGNP, Ulao, Covered Bridge & River Oaks County Parks additions regarding survey restoration, tree removal (e.g. ash), invasive species removals, signage, trails, maintenance and tree plantin
- Coordinated with Partners regarding the Clay Bluffs Cedar Gorge Nature Preserve. Continued discussions/ coordination w/ partners (OWLT, WDNR, WCMP, USFS & USFWS) Re: Habitat Restoration and public acce
- Coordinated w/ WCMP Coastal Hazards Work Group, contractor, City and WCMP staff on the public access stairway to Lake Michigan at Virmond Park. Received 2023 NACPRO Park & Rec Facility—Class I Award.
- Coordinated w/ Parks Division staff on multiple items (e.g. reservations, signage, benches, gates, ash trees, Park Maint. Bldg.), scheduling w/ Corps (AmeriCorps & WisCorps) and tree planting.
- Coordinated w/ Architect (Kueny) & Contractors for Hawthorne Hills Multipurpose Maintenance Bldg. ().
- Coordinated w/ Highway and Grafton & Mequon FDs regarding access/parking at LDGNP and Virmond Park
- Coordination w/ UW Madison Landscape Architecture Student on Final Report/Design for HH Park Campgrc

Coordination with Cultural, Tourism & Recreation Groups

- Coordinated/Mtg w/ Ozaukee County Tourism Council (OCTC) Board and Exec Mtgs. Continued work on Tc ism & Trail websites, Guide, maps & events. Continued to assist w/ OCTC Treasurer duties Re: 2024 budge Coordination w/OCHS Re: Caretaker, agreement, tree removal, well monitoring, zoning, and 2024 events.

TRAILS DIVISION

Trails Development & Facilitation—Ozaukee Interurban Trail/Snowmobile Trails

- Coordination w/ the Ozaukee Interurban Trail (OIT) Advisory Council including: safety, user counts, Trail we Trail maintenance/drainage/culverts, bike racks, benches, trees, maintenance items for the Trail (e.g. tree re als), RTC grant-Port Washington Trail Improvement Project—design & engineering, Coordinate w/ Route of Badger (ROTB) on Regional Quarterly Mtg., coordination w/ communities (Mequon, Cedarburg, Port Washir & professionals on OIT improvements. Development of Trail gateway signage. Coordinated w/ WisDOT on extension in the Grafton/Cedarburg along STH 60. Follow-up on RFPs—WisDOT TAP grants.
- Coordinated with We Energies on several occasions on development of trailside facilities in several location along the Trail (e.g. repair stations, signage, bike racks, benches, trees) and safety and electrical improvem
- Continued to conduct Trail user counts and analyze correlations with other survey data. Maintained the cou
- Coordinated w/ the Ozaukee Snowmobile Clubs on the existing and new (2024-25) Trail Maintenance and T Bridge Grants under the WDNR Trail Recreational Aids Grants. Coordinated and managed the SNARS dat and GIS mapping for snowmobile trail maintenance with the Clubs and sent out payments to Clubs.
- Coordination w/ City of Mequon, City of Port, City of Cedarburg, and Village of Thiensville staff regarding tra facilities, safety and trail connections for the OIT. Coordinated w/ Milwaukee County Re: OIT connections & mgmt.
- Coordinated w/ Washington Co. & ROTB regarding planning for trail connections of the OIT to Eisenbahn Trail and criteria for trail network. Coord. w/ T Grafton, C Cedarburg, V Grafton & T Ceda
- Follow-up Re: Trail paving of county-managed portion of OIT and WisDOT TAP gran for engineering consultant (STH 60 & Repaving). Coord. w/ WisDOT on OIT Projects.

Attachment: P&PDEPT_MGMTREPORT_NRC060624_MAY2024_FINAL_ATS052924

Ozaukee County Committee Report
General Fund Park Commission
For the Four Months Ending Tuesday, April 30, 2024
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	-	$34,140	$34,140	0.00%
Public Charges for Services	$12,721	$21,522	$75,125	$53,603	28.65%
Interest Revenue	$27	$66	-	($66)	0.00%
Other Revenue	$450	$982	$125,900	$124,918	0.78%
Total Revenues	$13,198	$22,570	$235,165	$212,595	9.60%
Expenditures					
Salaries	$44,204	$188,662	$653,043	$464,381	28.89%
Fringe Benefits	$13,711	$62,448	$205,808	$143,360	30.34%
Travel/Training	$610	$1,012	$7,750	$6,738	13.06%
Supplies	$5,917	$23,707	$140,900	$117,193	16.83%
Purchased Services	$5,323	$34,353	$293,400	$259,047	11.71%
Interdepartment Charges	$3,611	$43,677	$206,944	$163,267	21.11%
Other Expenses	$2,873	$11,387	$18,942	$7,555	60.12%
Total Operating Expenditures	$76,249	$365,246	$1,526,787	$1,161,541	23.92%
Capital Outlay					
Total Expenditures	$76,249	$365,246	$1,526,787	$1,161,541	23.92%
Other Finance (Sources)	-	-	($85,000)	($85,000)	0.00%
Net Other Financing Sources/Uses	-	-	($85,000)	($85,000)	0.00%
Net Increase (Decrease)	($63,051)	($342,676)	($1,206,622)	($863,946)	28.40%

E q u i t y:

Attachment: 1) CommRpt2024 April 2024 (P&PDept_ManagementandFinancialReports)

Ozaukee County Committee Report
Special Revenue Fund Parks Projects
For the Four Months Ending Tuesday, April 30, 2024
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	$1,783	$1,783	$299,275	$297,492	0.60%
Other Revenue	$647	$847	$10,000	$9,153	8.47%
Total Revenues	$2,430	$2,630	$309,275	$306,645	0.85%
Expenditures					
Salaries	$4,742	$19,574	$102,348	$82,774	19.12%
Fringe Benefits	$1,213	$5,688	$26,394	$20,706	21.55%
Travel/Training	$70	$214	-	($214)	0.00%
Supplies	$442	$24,271	$5,000	($19,271)	485.42%
Purchased Services	$13,080	$16,054	$5,000	($11,054)	321.08%
Interdepartment Charges	-	$506	-	($506)	0.00%
Total Operating Expenditures	$19,547	$66,307	$138,742	$72,435	47.79%
Capital Outlay					
Buildings & Land	-	$14,385	$200,000	$185,615	7.19%
Total Capital Outlay	-	$14,385	$200,000	$185,615	7.19%
Total Expenditures	$19,547	$80,692	$338,742	$258,050	23.82%
Net Increase (Decrease)	($17,117)	($78,062)	($29,467)	$48,595	264.91%

E q u i t y:

Attachment: 1) CommRpt2024 April 2024 (P&PDept_ManagementandFinancialReports)

Ozaukee County Committee Report
Special Revenue Fund Ozaukee Water Projects
For the Four Months Ending Tuesday, April 30, 2024
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues	-	-	$11,446	$11,446	0.00%
Other Revenue	-	$34,000	$326,455	$292,455	10.41%
Total Revenues	-	$34,000	$337,901	$303,901	10.06%
Expenditures					
Salaries	$12,366	$51,962	$225,419	$173,457	23.05%
Fringe Benefits	$5,231	$23,187	$81,769	$58,582	28.36%
Travel/Training	-	$3,693	$746	($2,947)	495.04%
Supplies	-	-	$500	$500	0.00%
Purchased Services	$170	$2,486	-	($2,486)	0.00%
Total Operating Expenditures	$17,767	$81,328	$308,434	$227,106	26.37%
Capital Outlay					
Total Expenditures	$17,767	$81,328	$308,434	$227,106	26.37%
Net Increase (Decrease)	($17,767)	($47,328)	$29,467	$76,795	-160.61%

E q u i t y:

Attachment: 1) CommRpt2024 April 2024 (P&PDept_ManagementandFinancialReports)

Ozaukee County Committee Report
Enterprise Fund Golf Courses
For the Four Months Ending Tuesday, April 30, 2024
Profit and Loss Statement ACTUAL TO AMENDED BUDGET

	Current Month Actual	2024 YTD Actual	2024 Amended Budget	Budget Balance	% Budget YTD
Revenues					
Public Charges for Services	$131,221	$164,461	$2,179,800	$2,015,339	7.54%
Other Revenue	$718	$15,110	$12,800	($2,310)	118.05%
Total Revenues	$131,939	$179,571	$2,192,600	$2,013,029	8.19%
Expenditures					
Salaries	$51,635	$179,309	$825,658	$646,349	21.72%
Fringe Benefits	$19,477	$88,809	$263,555	$174,746	33.70%
Travel/Training	$885	$2,824	$12,650	$9,826	22.32%
Supplies	$24,784	$112,552	$348,050	$235,498	32.34%
Purchased Services	$10,893	$39,239	$188,350	$149,111	20.83%
Interdepartment Charges	$3,834	$15,114	$59,198	$44,084	25.53%
Depreciation	$24,949	$99,796	$305,350	$205,554	32.68%
Other Expenses	($660)	($706)	$103,789	$104,495	-0.68%
Total Operating Expenditures	$135,797	$536,937	$2,106,600	$1,569,663	25.49%
Capital Outlay					
Equipment & Furniture	-	-	$370,000	$370,000	0.00%
Buildings & Land	-	$31,594	$1,140,000	$1,108,406	2.77%
Contra	-	-	($1,510,000)	($1,510,000)	0.00%
Total Capital Outlay	-	$31,594	-	($31,594)	0.00%
Total Expenditures	$135,797	$568,531	$2,106,600	$1,538,069	26.99%
Other Finance Uses	-	-	$86,000	$86,000	0.00%
Net Other Financing Sources/Uses	-	-	$86,000	$86,000	0.00%
Net Increase (Decrease)	($3,858)	($388,960)	-	$388,960	0.00%

E q u i t y:

Attachment: 1) CommRpt2024 April 2024 (P&PDept_ManagementandFinancialReports)

OZAUKEE COUNTY PLANNING & PARKS

Parks Division

Summary of Parks Revenue

April 2024

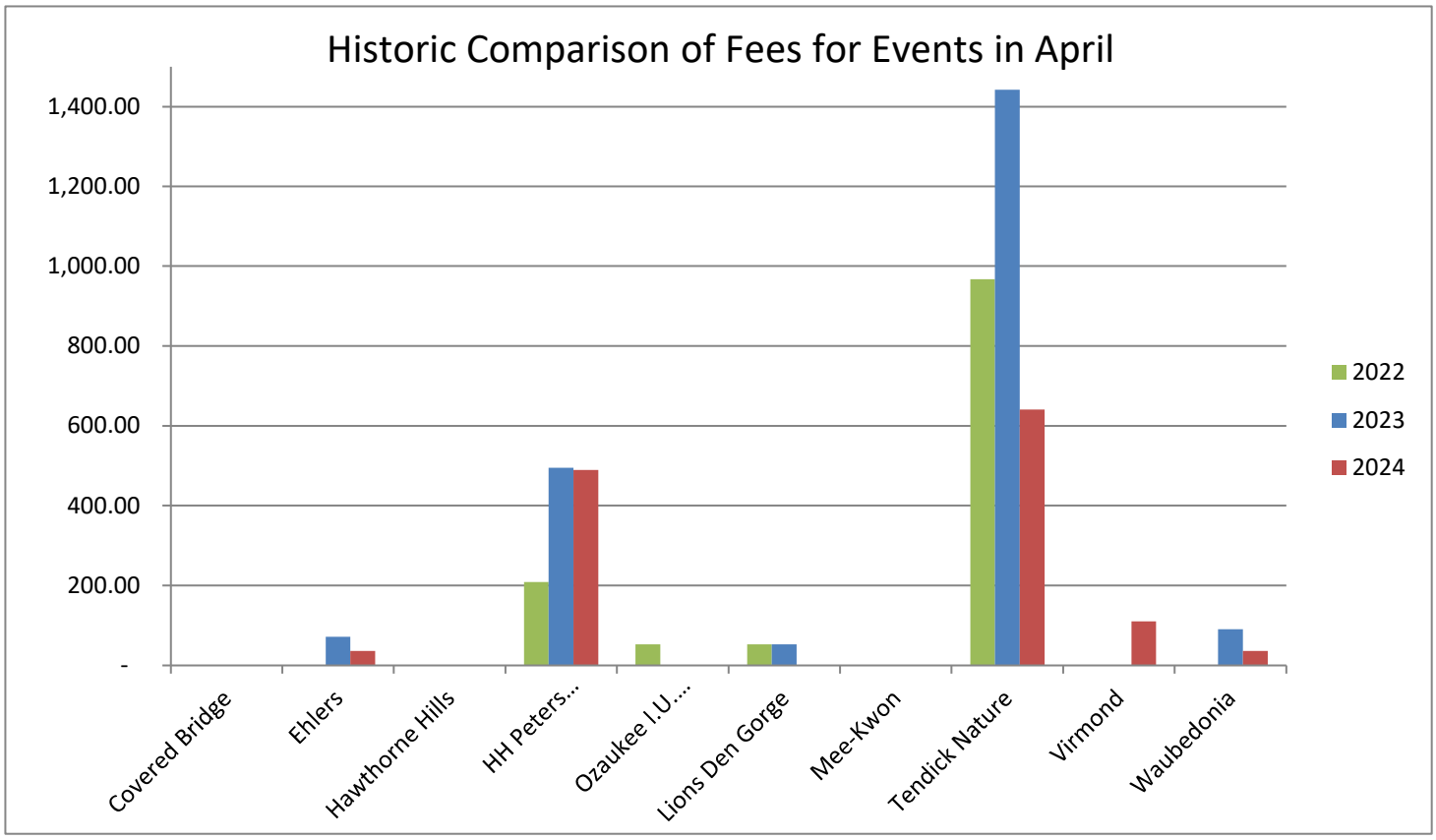
Location	Fees for Events in April 2024 Cur Mo	Fees for Events in April 2024 YTD	Revenue Collected During April 2024 Cur Mo	Revenue Collected During April 2024 YTD
Covered Bridge	-	-	505.00	865.00
Ehlers	35.55	35.55	37.50	37.50
Hawthorne Hills	-	-	-	-
HH Peters Youth Camp	489.27	1,693.54	1,440.00	3,488.95
Ozaukee I.U. Trail	-	-	-	110.00
Lions Den Gorge	-	55.00	835.00	1,320.00
Mee-Kwon	-	-	-	-
Tendick Nature	640.95	1,797.27	1,161.06	4,058.99
Virmond	110.00	110.00	730.00	2,360.00
Waubedonia	35.55	35.55	2,119.77	8,181.76
Totals:	1,311.31	3,726.90	6,828.33	20,422.20

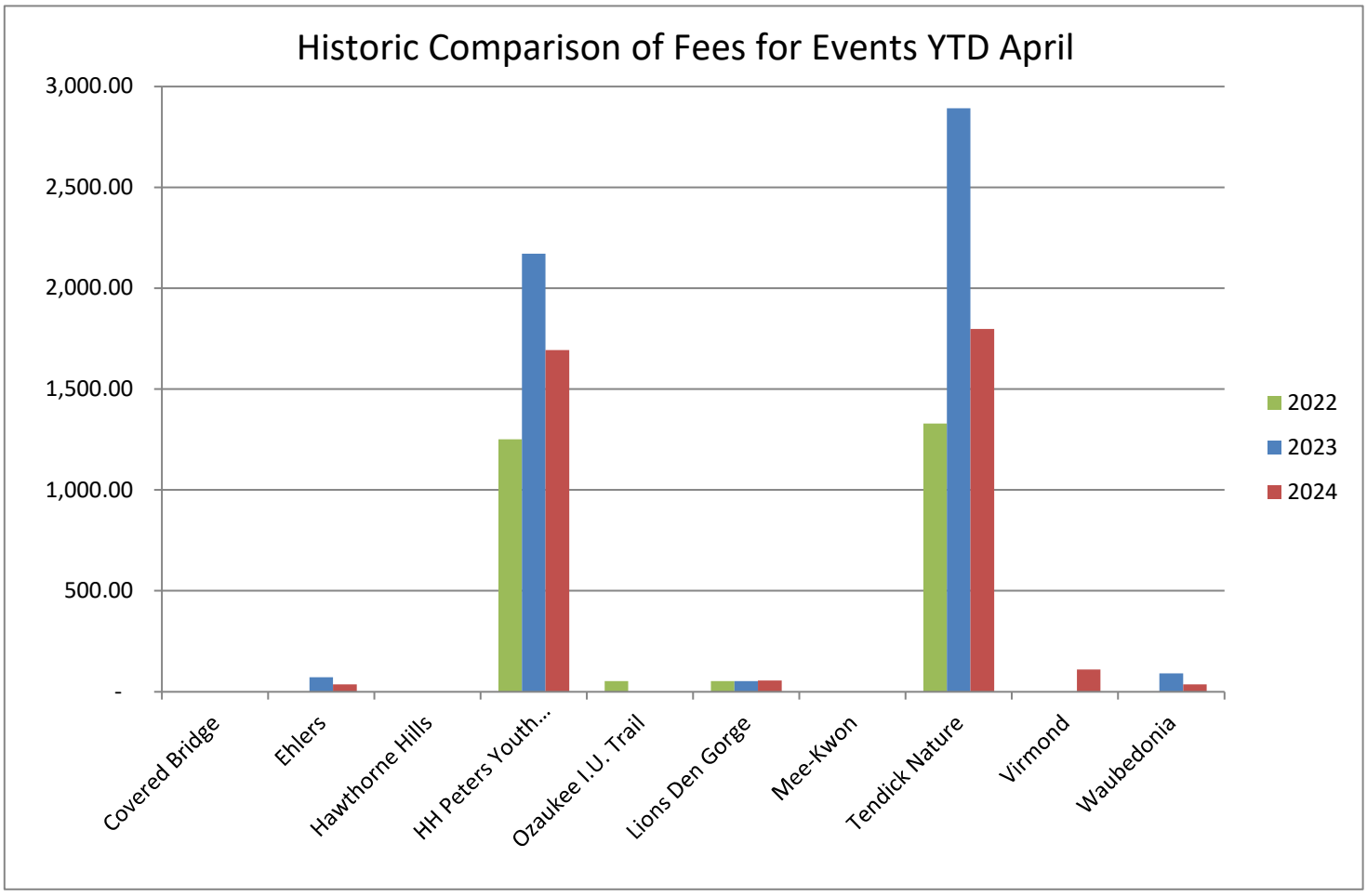
Historic Comparison

Location	Fees for Events in April 2022	2023	2024	Fees for Events in April YTD 2022	2023	2024
Covered Bridge	-	-	-	-	-	-
Ehlers	-	71.09	35.55	-	71.09	35.55
Hawthorne Hills	-	-	-	-	-	-
HH Peters Youth Camp	208.53	495.00	489.27	1,251.18	2,170.62	1,693.54
Ozaukee I.U. Trail	52.13	-	-	52.13	-	-
Lions Den Gorge	52.13	52.13	-	52.13	52.13	55.00
Mee-Kwon	-	-	-	-	-	-
Tendick Nature	966.82	1,441.67	640.95	1,328.90	2,892.30	1,797.27
Virmond	-	-	110.00	-	-	110.00
Waubedonia	-	90.05	35.55	-	90.05	35.55
Total:	1,279.61	2,149.94	1,311.31	2,684.34	5,276.19	3,726.90

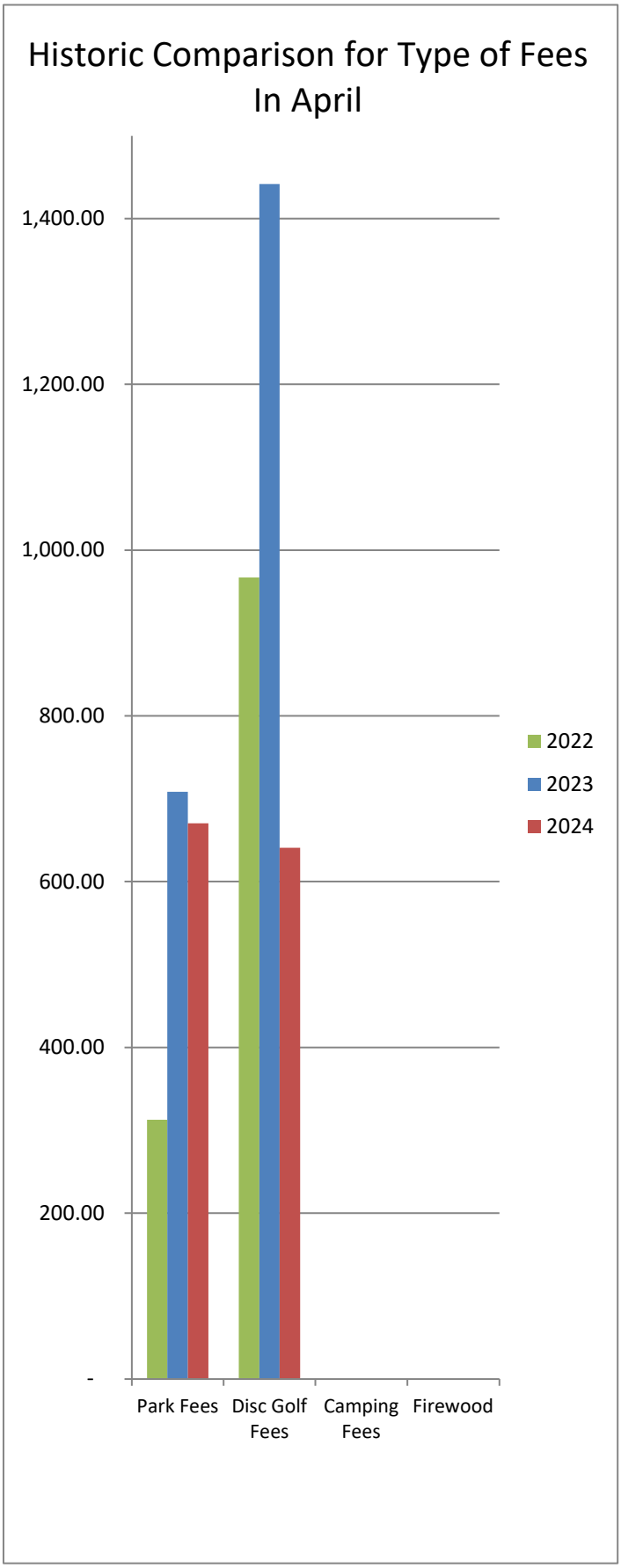
Fee Type	2022	2023	2024	2022	2023	2024
Park Fees	312.79	708.27	670.36	1,355.44	2,383.89	1,929.63
Disc Golf Fees	966.82	1,441.67	640.95	1,328.90	2,892.30	1,797.27
Camping Fees	-	-	-	-	-	-
Firewood	-	-	-	-	-	-
Total:	1,279.61	2,149.94	1,311.31	2,684.34	5,276.19	3,726.90

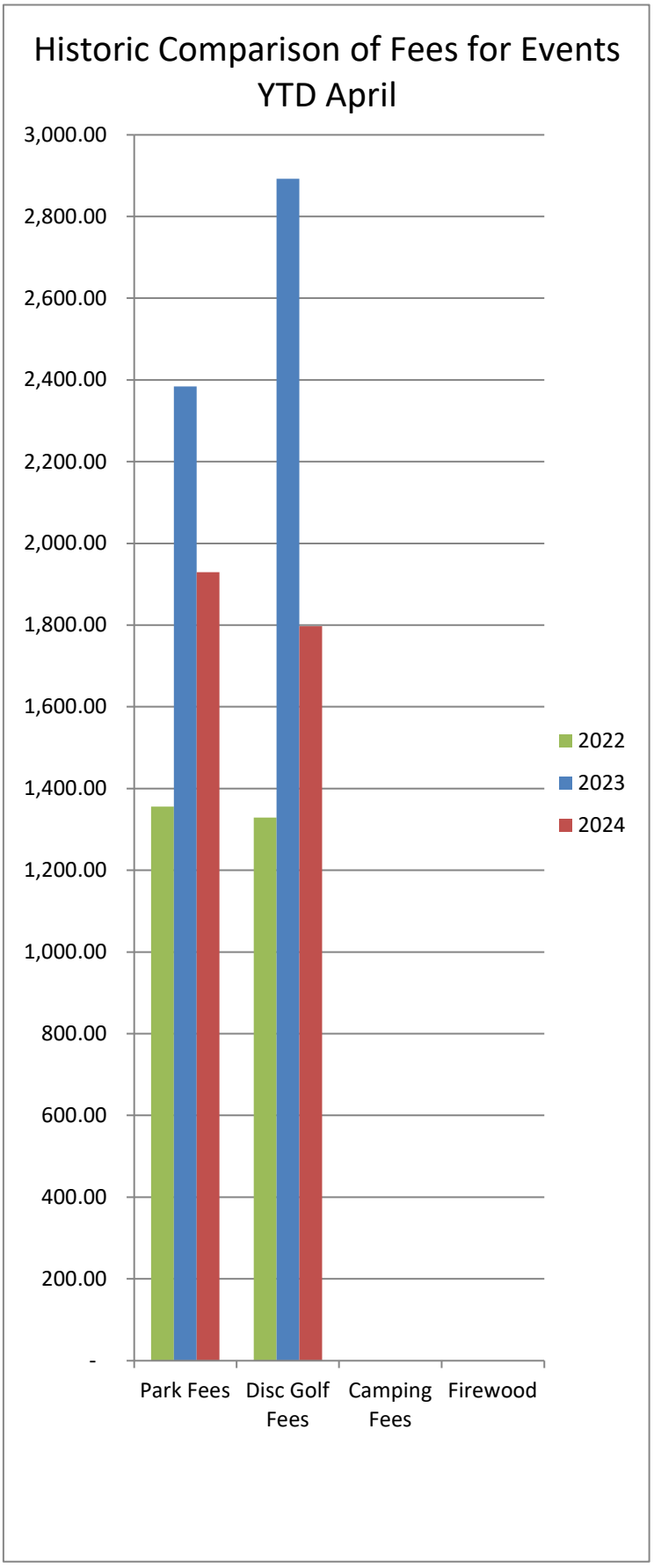
Attachment: 2) Summary of Parks Revenue April 2024 (P&PDept_ManagementandFinancialReports)





Attachment: 2) Summary of Parks Revenue April 2024 (P&PDept_ManagementandFinancialReports)





Attachment: 2) Summary of Parks Revenue April 2024 (P&PDept_ManagementandFinancialReports)

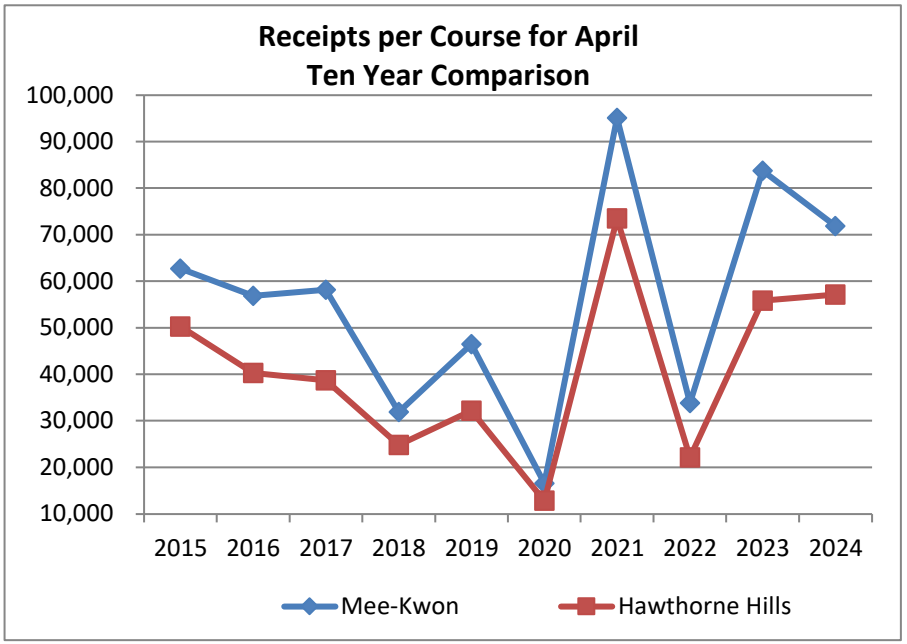
OZAUKEE COUNTY PLANNING & PARKS
SUMMARY OF GOLF COURSE RECEIPTS
GOLF COURSE DIVISION
April 2024

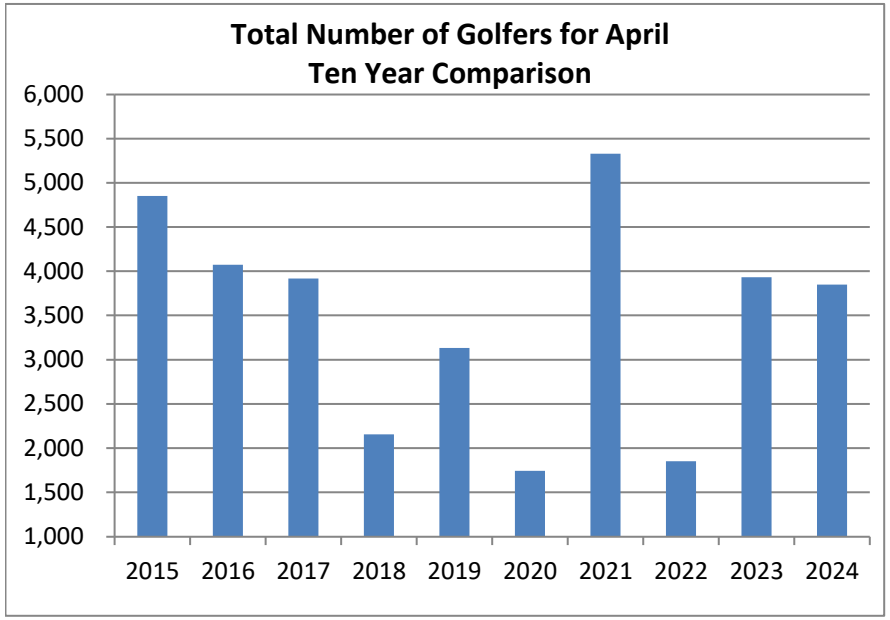
	This year	Last year
Hawthorne Hills opened	3/11/2024	4/7/2023
Mee-Kwon opened	3/3/2024	4/3/2023

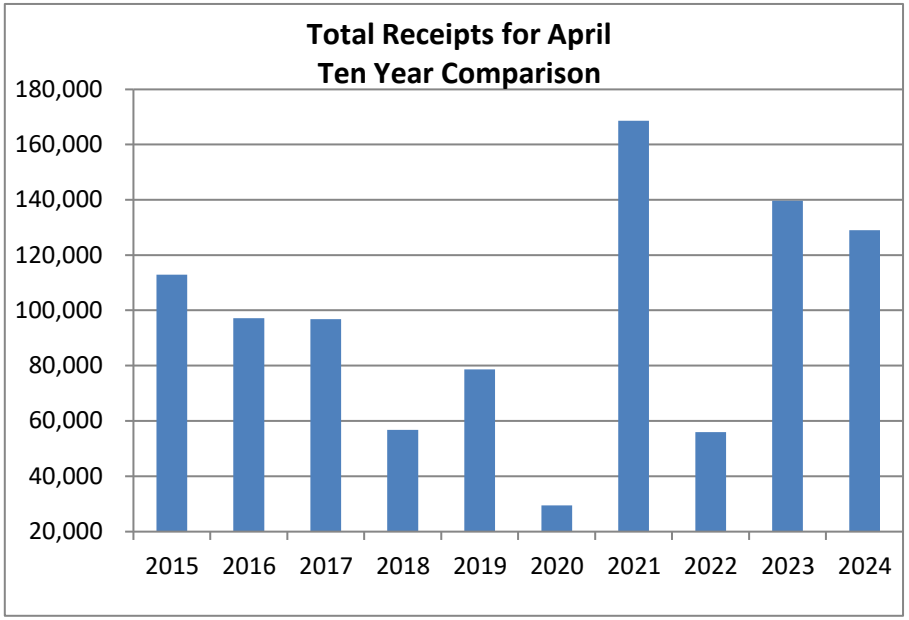
	Current Month				Year to Date			
	April 2024		April 2023		April 2024		April 2023	
	Golfers	Receipts	Golfers	Receipts	Golfers	Receipts	Golfers	Receipts
Hawthorne Hills	1,685	$ 57,119	1,534	$ 55,850	1,900	$ 64,083	1,534	$ 55,850
Mee-Kwon	2,164	$ 71,838	2,399	$ 83,755	3,060	$ 99,392	2,399	$ 83,755
	3,849	$ 128,956	3,933	$ 139,606	4,960	$ 163,475	3,933	$ 139,606

	Current Month		Year to Date	
Hawthorne Hills	151	Increase (Decrease) in Golfers	366	Increase (Decrease) in Golfers - Year to Date
	$ 1,268	Increase (Decrease) in Receipts	$ 8,233	Increase (Decrease) in Receipts - Year to Date
Mee-Kwon	(235)	Increase (Decrease) in Golfers	661	Increase (Decrease) in Golfers - Year to Date
	$ (11,917)	Increase (Decrease) in Receipts	$ 15,637	Increase (Decrease) in Receipts - Year to Date
Total	(84)	Increase (Decrease) in Golfers	1,027	Increase (Decrease) in Golfers - Year to Date
	$ (10,649)	Increase (Decrease) in Receipts	$ 23,870	Increase (Decrease) in Receipts - Year to Date

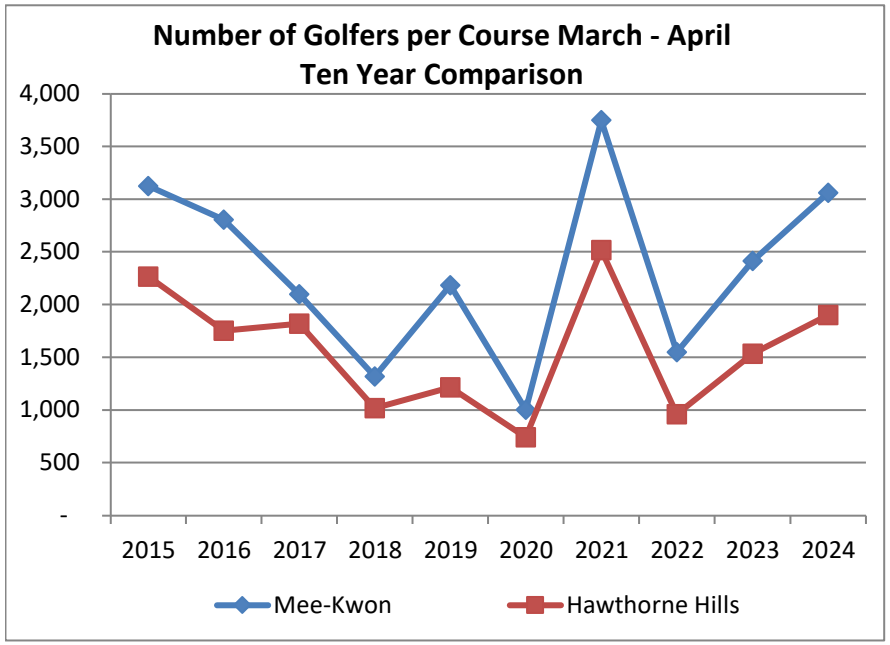
Attachment: 3) Golf Report April 2024 (P&PDept_ManagementandFinancialReports)

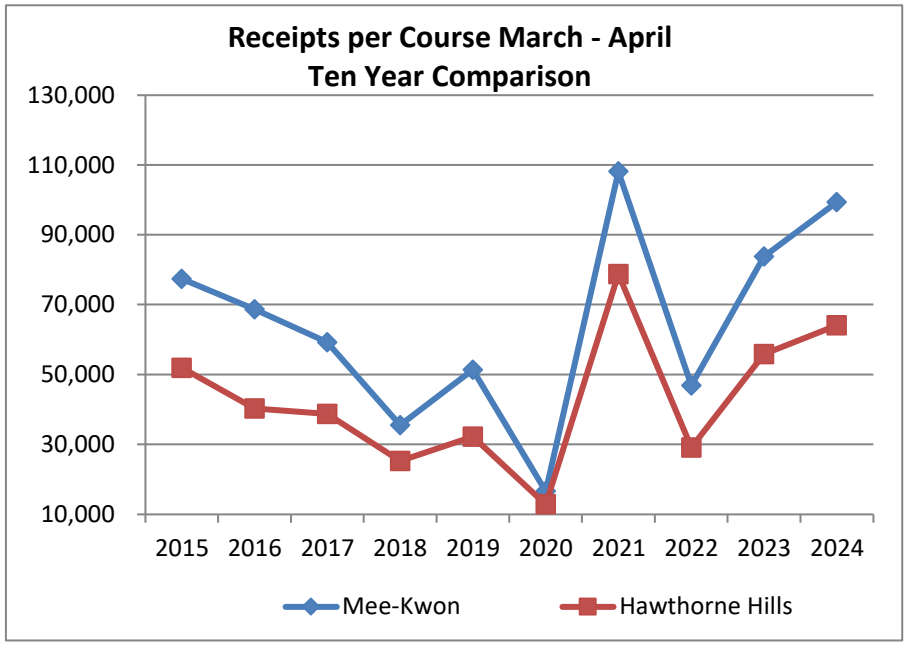


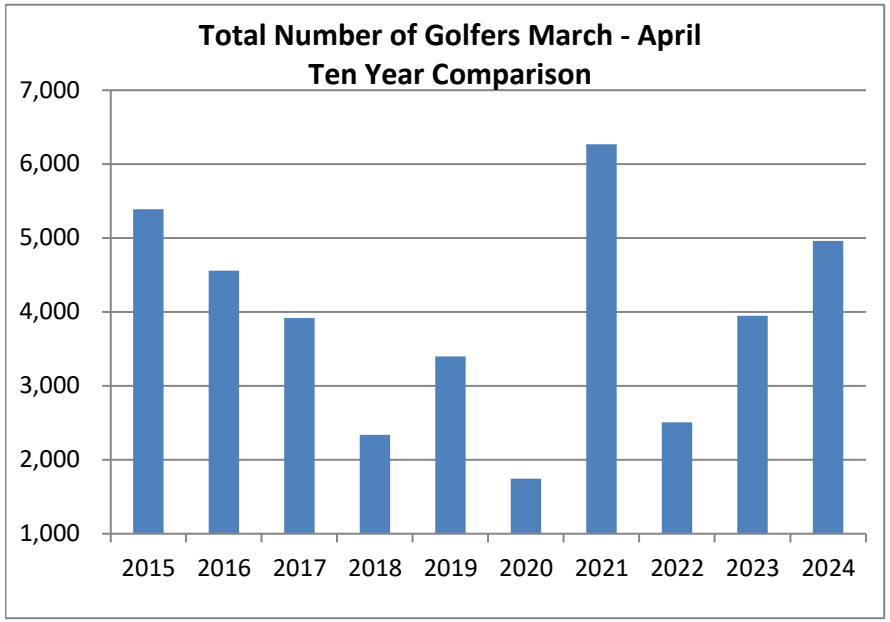


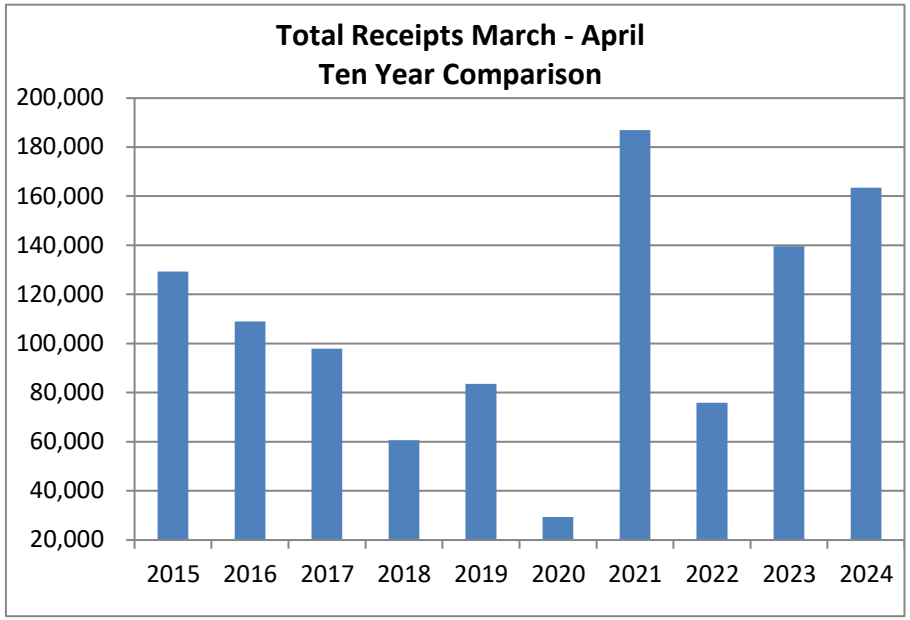


Attachment: 3) Golf Report April 2024 (P&PDept_ManagementandFinancialReports)









Attachment: 3) Golf Report April 2024 (P&PDept_ManagementandFinancialReports)

milwaukee journal sentinel

OUTDOORS

Varied bunting spotted in Grafton, first documented sighting in Wisconsin history

Paul A. Smith
Milwaukee Journal Sentinel

Published 1:52 p.m. CT May 5, 2024 | **Updated 1:53 p.m. CT May 5, 2024**

https://www.jsonline.com/story/sports/outdoors/2024/05/05/varied-bunting-found-in-grafton-first-sighting-in-wisconsin-history/73571798007/

A varied bunting perches in a tree Saturday at Lion's Den Gorge Nature Preserve in Grafton. The bird, a male, was observed by dozens of birders Saturday and marked the first documented sighting of the species in Wisconsin history, according to the Wisconsin Society for Ornithology. The species is mostly found in Mexico. *Jeremy Meyer*

Attachment: Milwaukee Journal Sentinel, 5.5.2024, LDGNP Varied Bunting Spotted (P&PDept_ManagementandFinancialReports)

GRAFTON - Birds were active about 6:35 a.m. Saturday as Bob Dohr of Pewaukee walked on a gravelly path atop the bluff at Lion's Den Gorge Nature Preserve in Grafton.

A pair of northern cardinals, the brilliant red male and the tawny female, foraged near the trail. And nearby a smaller, darker bird but with a cardinal-like shape also showed.

Dohr, a Journal Sentinel editor, raised his camera and captured some images.

The three birds were close enough for Dohr, an enthusiastic amateur birder and photographer, to compare and contrast.

"I thought (the darker bird) might be a melanistic cardinal," Dohr said, referencing an animal with darker than normal pigmentation. "But the size wasn't right so I really didn't know."

Dohr continued his hike. But it didn't take long for the identity of the mystery bird to be revealed.

And boy was it different.

Within minutes expert birders Alex Mann of Port Washington and Braden Meyer of Grafton came along the same trail and stopped when they saw a streak of blue among the greening foliage.

What they at first thought could be an indigo bunting, a bright blue songbird that nests in Wisconsin, turned out to be a close (genetically) but distant (geographically) relative.

The men scrutinized images of the bird on their cameras, shook their heads at the improbability of the evidence but had no doubt what they were seeing.

Attachment: Milwaukee Journal Sentinel, 5.5.2024, LDGNP Varied Bunting Spotted (P&PDept_ManagementandFinancialReports)

A varied bunting perches in a tree Saturday at Lion's Den Gorge Nature Preserve in Grafton. The bird, a male, was seen by dozens of birders Saturday and marked the first documented sighting of the species in Wisconsin history, according to the Wisconsin Society for Ornithology. The species is mostly found in Mexico. *Jeremy Meyer*

It was a varied bunting, a species mostly found in Mexico.

And one that until Saturday had not been documented in Wisconsin.

Mann posted the find at 7:11 a.m. on social media sites.

As word spread a happy shiver went through the Wisconsin birding community. Dozens placed Lion's Den Gorge in their digital mapping apps and hurried to the scenic park on the Lake Michigan shore in Ozaukee County.

The sighting was confirmed as the state's first record of the species, said Mark Korducki of the Wisconsin Society for Ornithology. The organization is the official keeper of state bird records.

Moreover, it is the farthest north the species has ever been documented, according to eBird, an online bird reporting system run by the Cornell Lab of Ornithology. Only two other varied bunting sightings, one along Lake Erie in southern Ontario and one in Pennsylvania, have been recorded in eastern North America.

The varied bunting sighted in Wisconsin was likely blown north and west by the strong winds and weather systems in recent weeks, said Tom Prestby, Audubon conservation manager who lives in Green Bay.

When it got near Lake Michigan, it chose to drop down into the habitat provided by Lion's Den Gorge rather than be pushed over the watery expanse of the lake.

The breeding range of the varied bunting is predominantly in the deserts of Mexico but extends slightly into Arizona, New Mexico and Texas, according to Cornell. The species prefers desert thorn forests, stream thickets, scrubby woodlands and overgrown clearings. It seldom visits feeders, avoids populated areas and feeds mostly on insects.

Adult male varied buntings are a "stunning mosaic of rich plum, crimson, cherry red, and lavender-violet," according to the Cornell description. Female and immature varied buntings are brownish.

In its native habitat, birders hoping to see a varied bunting are advised to walk through scrubby stream corridors, listening for singing males and watching for movement low in the brush. Early morning or late afternoon are the best times.

Attachment: Milwaukee Journal Sentinel, 5.5.2024, LDGNP Varied Bunting Spotted (P&PDept_ManagementandFinancialReports)

Fortunately for Wisconsin birders, the first-known varied bunting in their state chose to frequent a group of trees and shrubs along a trail in a public park.

At 12:30 p.m. Saturday, a group of 20 gathered on the trail and looked east into the budding foliage atop the bluff where the bird had last been seen.

Birders gathered Saturday to view a varied bunting at Lion's Den Gorge Nature Preserve in Grafton. It was the first documented sighting of the species in Wisconsin history. *Paul A. Smith*

Fog hung in the air but wasn't so thick as to obscure birds flitting in the trees and hopping along the ground.

Species seen included a blue-gray gnatcatcher, blue jay and black-throated blue warbler.

But the varied bunting proved elusive for the group until 12:45 when Tom Prestby of Green Bay spotted it.

Over the next 45 seconds, the bird gave good looks as it flew on short sorties to grab midges then return to a perch on a branch. It then continued its feeding but dropped out of sight.

Until about 1:15 it would disappear briefly then show again, delighting the crowd, especially the latest arrivals who had yet to see it.

Attachment: Milwaukee Journal Sentinel, 5.5.2024, LDGNP Varied Bunting Spotted (P&PDept_ManagementandFinancialReports)

The birders included Daryl Tessen, 84, of Appleton, who started his day about 4 a.m. on a WSO outing in White River Marsh near Berlin.

That event led by Tom Schultz of Green Lake was highly successful, including the finding of a rare yellow rail.

"But nothing compares to this," Tessen said. "I might be 84 but I feel like a kid when I see a beautiful, new bird in the state."

Tessen, a birding book author, former WSO president and mentor to many, is considered the dean of Wisconsin birders. The varied bunting was the 435th bird species he's sighted in Wisconsin, most on record.

Schultz and Carl Schwartz of Fox Point also traveled to Grafton upon conclusion of the field trip.

The group also included the youngest state resident to see the species. Prestby was accompanied by his 18-month-old son, Ari.

Tom Prestby was one of the few who had ever seen a varied bunting before, in Arizona.

"It's a spectacular sight," Prestby said. "Even in the desert southwest it's one of the most stunning birds. And that's saying something."

The varied bunting is the latest in a wave of first-ever bird species sightings in Wisconsin. In the last 12 months, the list includes the flame-colored tanager, American flamingo, ancient murrelet and fieldfare.

The varied bunting was also sighted periodically Sunday morning at Lion's Den Gorge. Mann and Meyer, who initially shared the finding, returned to the site Sunday and posted updates on its presence.

"(Lion's Den Gorge) is a great migrant (bird) trap," Meyer said. "It's always fun to help others see something new. This has been an extraordinary weekend. And you never know what else we might be down there, too."

Attachment: Milwaukee Journal Sentinel, 5.5.2024, LDGNP Varied Bunting Spotted (P&PDept_ManagementandFinancialReports)

OZAUKEE COUNTY
NEWS GRAPHIC
A Trusted News Source Since 1883
$2 Thursday, May 7, 2024 gmtoday.com

County Planning and Parks to plant over 18,000 trees in Clay Bluffs Cedar Gorge

PORT WASHINGTON — The Ozaukee County Planning and Parks Department is conducting extensive native tree planting at the new Clay Bluffs Cedar Gorge Nature Preserve as part of initial ecological restoration and passive recreational development efforts.

The tree planting effort is supported by two $200,000 U.S. Forest Service grants awarded to the department in 2021 and 2022 for emerald ash borer mitigation at Clay Bluffs Cedar Gorge Nature Preserve, Lion's Den Gorge Nature Preserve and Virmond County Park, according to a press release from the county Planning and Parks Department.

The Wisconsin Department of Natural Resources Urban Forestry and American Transmission Company grants have also provided recent funding for tree planting efforts at the nature preserve and other coastal county parks.

With the provided funding, the department and its partners will mitigate the impacts of emerald ash borer and improve the ecology in the three Ozaukee County Parks by planting 18,800 diverse native trees through 2026, the press release states. Specifically, funding from these grants will support county staff operations, contractors and youth conservation corps for tree planting and the purchase of native tree stock. Adding a diversity of native trees, both age class and species, will preserve, protect and restore the local ecology of the project area.

In recognition of Earth Day and Arbor Day, department staff planted nearly 8,000 seedlings of 33 locally native species at Clay Bluffs Cedar Gorge Nature Preserve around the gorge to expand and protect the existing forest. The department also hosted a volunteer workday on April 27 with Veolia Environmental Services staff to plant additional seedlings around the gorge.

Additional tree planting, including larger potted and balled-and-burlapped stock, is planned throughout 2024 with department staff and conservation corps teams. Individuals interested in assisting with tree planting and maintenance activities should contact Tina Kroening at kkroening@ozaukeecounty.gov for more information.

The Department has recently received five other similar USFS grants. Three of these grants were for the Mee-Kwon County Park Project Area (phases 1, 2 and 3) in the city of Mequon, the fourth grant was for the tree planting in the Ulao Creek/Swamp Project Area in the Town of Grafton and fifth grant is for tree planting in the Hawthorne Hills Park Project Area (including Hawthorne Hills County Park, Tendick Nature County Park and Waubedonia County Park). In total, these five grants and matching funds have supported the planting of around 40,000 native tree seedlings and 2,000 medium-large native trees. Including the two newest USFS GLRI grants, the department has been awarded a total of $1 million from the USFS and will have supported planting of approximately 60,000 trees upon project completion.

For more information about the Ozaukee County Planning and Parks Department, visit www.co.ozaukee.wi.us/540/Planning-Parks.

Attachment: News Graphic, 5.7.24, County Planning and Parks to plant over 18,000 trees in Clay Bluffs Cedar Gorge

OZAUKEE COUNTY

NEWS GRAPHIC

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$2 Tuesday, May 14, 2024 gmtoday.com

Greater Cedarburg Foundation celebrates Hepburn, awards $114,300 in grants

CEDARBURG — The Greater Cedarburg Foundation has awarded $114,300 to 13 area nonprofits as part of its annual grant cycle process. It was part of the GCF's annual ceremony at which it awarded Jill Hepburn the GCF Civic Award.

"Cedarburg's nonprofit organizations are vibrant and essential to the character of our community," said GCF President Joe Rintelman. "These projects and programs are examples of those extra things that make Cedarburg special. We are grateful to have the opportunity to support their efforts."

Organizations receiving grants for the 2024 annual GCF grant cycle review include:

■ Advent Lutheran Church: To help restore the 100-year-old "Good Shepherd" stained glass window fronting Washington Avenue

■ Advocates of Ozaukee: To provide support for victims and survivors of domestic and sexual violence

■ Cedarburg Art Museum: To upgrade the security system at the museum in order to protect assets and ensure the safety of staff, volunteers and guests

■ Cedarburg History Museum: To stabilize and beautify the creekside area adjacent to the museum parking lot on Cedar Creek

■ Interfaith Caregivers of Ozaukee County: To help purchase a wheelchair-accessible van to expand the transportation program for elderly and disabled clients

■ Ozaukee County Historical Society: To purchase equipment to provide a climate-controlled environment for the collection and preservation of historical artifacts

■ Ozaukee County Planning and Parks Department: To support habitat restoration and provide public access at the undeveloped Covered Bridge County Park parcel on Cedar Creek

■ Ozaukee Family Services: To build a "Book Nook," a little library that will be located onsite and open to the public, offering both children's books and resources for parents

■ Ozaukee Nonprofit Center: To enhance building security for the safety of the clients and staff of the 36 nonprofit agencies that utilize space at the center

■ Riveredge Nature Center: To support the restoration and increase accessibility of the Children's Garden, an important resource in its environmental education programming

■ Ozaukee Food Alliance: To support capacity expansion for frozen food to accommodate increased donations of healthy fruits, vegetables and proteins

■ Town of Cedarburg: To purchase AEDs for youth recreation programming at the Korb Sports Complex and Orthopedic Hospital of Wisconsin (OHOW) Fields

■ Wisconsin Museum of Quilts & Fibe Arts: To help launch The Listening Projec and Textile Library to document the storie of textile artists

"I am so grateful to live in a communit where people care deeply about our histor the arts, education, and social programs The generosity of GCF's donors helps kee Cedarburg an amazing place we can all b proud to be a part of. Thank you to the man donors who continue to make grants lik these possible," said Katie Pipkorn, GC vice president.

The GCF's mission is to preserve the loca cultural heritage, enhance artistic endeav ors and support educational, social an community-based services in the greate Cedarburg area.

Since its inception, the Greater Cedarbur Foundation has awarded more than $1.6 mi lion in grants to deserving projects and non profit organizations in the community.

Photos by Mark Justesen/News Graphic staff

Pictured are representatives of nonprofits receiving GCF grants. Front row from left, Mary Ann Velnetske, Ozaukee County Historical Society; Melissa Wraalstad, Wisconsin Museum of Quilts & Fiber Arts; Annie Johnson, Cedarburg Art Museum; Jen Gerber, Cedarburg Art Museum; Linda Oakes, Advent Lutheran Church; Michael Weber, Ozaukee Nonprofit Center; Andrea Simon, Cedarburg Art Museum; and Sharon Cross, Riveredge Nature Center. Back row from left, Joe Rintelman, president, Greater Cedarburg Foundation; Barb Fischer, Advocates of Ozaukee; Joel Willems, Cedarburg History Museum; Jack Johnston, town of Cedarburg; Mark Gierach, Ozaukee Food Alliance; and Tim Schoonenberg, Ozaukee Nonprofit Center.

GCF President Joe Rintelman is pictured with Jill Hepburn who was given the Greater Cedarburg Foundation Civic Awar for her many contributions to the community.

Attachment: News Graphic, 5.14.24, Greater Cedarburg Foundation celebrates Hepburn, awards $114,300 in grants

OZAUKEE COUNTY
NEWS GRAPHIC
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A birder's paradise

Ozaukee County ranks third in state for bird species reported

By Lisa Curtis
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262-305-8934

OZAUKEE COUNTY — The festivals, historic downtowns and stunning lake views may be what come to mind when people think of Ozaukee County, but there is a quieter, more meditative allure that attracts a large network of people with a very special interest.

Ozaukee County, it seems, is a birder's paradise.

Long before a Grafton teenager and his Port Washington friend recently spotted a species of bird never before seen in the state, bird enthusiasts have sought out the county for the rich diversity and large populations of birds here.

Some people have even moved to Ozaukee County primarily for its bird population.

Photo courtesy of Braden Meyer

Pictured is the varied bunting, of which there has never been a recorded sighting in Wisconsin until two birders eyed it in Grafton.

And this time of year may just be a birder's Super Bowl and World Series combined, as a peak number of birds migrate north, many through the Ozaukee County skies.

The website BirdCast estimated that overnight on Sunday, 2,063,600 birds flew over Ozaukee County. That compares to 365,000 birds on April 14 and just 300 birds on March 14.

The peak travel time was at 3:10 a.m., with birds flying at a speed of 28 mph and an altitude of 800 feet.

John O'Donnell of the Ozaukee Washington Birding Coalition outlined the three populations of birds that occupy the skies of our county.

Migratory birds spend the winter in the southern United States, Central America or South America.

Expected nocturnal bird migrants in our area, according to BirdCast, include the Baltimore oriole, common yellowthroat, gray catbird, magnolia warbler and the American redstart.

"Some migratory bird species passing through Wisconsin spend the equivalent of our summer in the Canadian Arctic and conversely spend the North

See **BIRDS**, PAGE 8A

Attachment: News Graphic, 5.16.24, A birder's paradise (P&PDept_ManagementandFinancialReports)

Birds

From Page 1A

Photos courtesy of John O'Donnell

Among the birds seen in Ozaukee County are, **above**, from left, the canvasback duck, the Carolina wren and the short-eared owl. **Below** are the hooded merganser, left and the Eastern bluebird.

American winter at the very bottom of South America," O'Donnell said. "This is an approximate 18,000-mile round trip — meaning that these birds make two 9,000-mile trips a year!"

Resident birds essentially stay put in the same territory all year around. These include woodpeckers, cardinals, finches, chickadees and jays.

"Where the birds are in winter depends on what their food source is," said O'Donnell, who first got hooked on birdwatching about 20 years ago when he caught sight of the deep red body and jet black wings of a scarlet tanager while in Mundelein, Ill.

Insectivorous birds — insect-eating birds — go south to avoid starving in the North American winter. Seed-eating birds and predatory birds such as hawks and owls will stay in their breeding territory as long as there is food to be consumed.

"They might go a little way south, e.g, southern Illinois or Tennessee if it is a particularly harsh winter with heavy snow," he said. "A lot of seed-eating birds will stay in the far north if there are bird feeders to sustain them."

And then there is the varied bunting, a bird no one has ever reported seeing in Wisconsin — until May 4. That is when 18-year-old Braden Meyer of Grafton and Alex Mann of Port Washington were bird watching in Lion's Den Nature Preserve.

Meyer's first experience birding was when he signed up for an owl prowl through the Friends of the Cedarburg Bog. He said he became a "hardcore" birder after a trip to the Horicon Marsh with O'Donnell when Meyer was 13.

Meyer laughs when told that O'Donnell called him a better birder, and said he learned everything he knows from O'Donnell.

Meyer said it was Mann who first spotted the varied bunting. The strikingly colorful songbird is typically found much farther south, in the deserts and arid areas of Mexico.

Meyer said he and Mann collectively compared the bird they were seeing with more likely species and came to the conclusion that it was a varied bunting.

"My thoughts when we realized what we were seeing consisted of excitement, confusion as to how the bird got here, and an eagerness to get more people on the bird," he said.

O'Donnell described the varied bunting as a "stray," as it is so far from where it is typically found.

"It can be found in small numbers along parts of the US border with Mexico, but has never been seen before in Wisconsin or seen this far north in the entire continent of North America. It is what birders call a 'megararity,'" O'Donnell said.

> "Any way that people want to observe birds is great. Having a greater number of people interested in birds and nature creates a base to help protect and restore more habitat in the county."
>
> **–Steve Holzman**
> Wisconsin Society for Ornithology board member

Meyer, like other birders, records his sightings on the eBird database through the Cornell Lab of Ornithology.

He said he has seen 379 species of birds so far, 318 in Wisconsin.

He actively bird watches four to five times a week and submits daily to the eBird checklist.

During the migratory season, Meyer said he concentrates his viewing efforts on areas that tend to attract more birds, such as Lion's Den.

In the United States, there are currently 774 species of birds reported, Wisconsin has had 462 species, and Ozaukee County has had 352, according to Cornell University's eBird portal.

Only two other counties have a higher species list: Milwaukee (365) and Dane (361), said Steve Holzman, a Grafton resident and Wisconsin Society for Ornithology board member.

The richness of Ozaukee County's bird populations is part of what drew he and his wife, Rachel, to the area.

"Ozaukee County's birdlife benefits greatly from the commitment the county has placed on protecting natural areas," he said. "Places like Lion's Den Gorge, Harrington Beach State Park, Riveredge Nature Center, Coal Dock Park, Mequon Nature Preserve and Forest Beach Migratory Bird Preserve are fantastic places to bird, and there are even more excellent locations around the county. They all have great trail systems and a diversity of habitats to attract many different species."

Holzman spent 30 years with the US Fish and Wildlife Service. When it was time for him and his wife to leave Georgia, they picked Wisconsin because they are "Midwesterners at heart" and wanted to live in a place with four seasons.

They also wanted to be closer to the Cedar Grove Ornithological Research Station in Cedar Grove so they could play a larger role.

He said there is a small network of dedicated birders who share sightings via texts and the Discord app.

"Birders are generally only competitive with themselves. We do not hesitate to help others see birds and increase their lists, if that is what motivates them," Holzman said. "Not all birders are 'list conscious.' Many residents of the county feed birds and know less than 20 species, but that's just fine. Any way that people want to observe birds is great. Having a greater number of people interested in birds and nature creates a base to help protect and restore more habitat in the county."

O'Donnell recommends that anyone who wants to try this meditative hobby should go out with an experienced birder first.

"You'll learn really quickly how to locate birds, how to locate them by sounds if you can't see them. That's the easiest way," he said.

O'Donnell had the fortune of shadowing Noel Cutwright, a beloved Wisconsin ornithologist who devoted his life to bird conservation and citizen science.

The second tip is to have a good field guide, such as a book or app to study up on the birds.

He also recommends getting the eBird app, which is free.

"You can take any place in Wisconsin, in the world, and enter that place, and it will produce a list of birds that have seen there," O'Donnell said.

For much more information about birds in the county, including a Birding Guide, go to www.ozaukeecounty.gov/623/Bird-Conservation.

Attachment: News Graphic, 5.16.24, A birder's paradise (P&PDept_ManagementandFinancialReports)

OZAUKEE COUNTY
NEWS GRAPHIC
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$2 Thursday, May 2, 2024 gmtoday.com

Celebrate Trails event successful, but windy

MEQUON — The MT Trails Foundation hosted its third annual Celebrate Trails event last Saturday in the parking lot at Spur 16 in Mequon.

This annual event, initiated by the Rails to Trails Conservancy, is celebrated in towns and communities across the country on the fourth Saturday in April, so inevitably, uncertain weather conditions are to be expected.

With this year's 20-plus mph winds, the headline for the event could easily read "Visitors blown away by third annual Celebrate Trails event!" Tents were toppled, flyers and giveaways were flying away. The warm temperatures did, however, woo hearty bicycle enthusiasts, dog-walkers and others who enjoyed live music provided by Jon Rouse, giveaways from Orangetheory, Cafe Hollander and Rails to Trails and other handouts from participating vendors including Fromm Foods, Trailside Recreation and the MT Trails Foundation.

Cyclists from Bayview, Grafton and Cedarburg, along with local residents, stopped by for the festivities while an officer from the Mequon Police Department rode his e-bike and mingled with the crowd. Ozaukee County Bike trail maps were available and trail information for biking loops in Mequon-Thiensville that cover 4-, 8-, 12- and 17-mile routes throughout the community were provided.

These loops can be found on the city of Mequon website at https://shorturl.at/uKM59.

Monies donated at this event will help fund the MT Trails Foundation's first project: the Highland Road 1.5 mile, paved bike/pedestrian trail connecting the Interurban Trail to Rotary Park in Mequon. The total cost of the project is $1.5 million. With $1.3 million raised to date, the Trails Foundation needs $200,000 more to complete their fundraising.

The MT Trails Foundation would like to thank Spur 16 for providing the use of their parking lot to host this event and Trailside Recreation for providing free e-bike test rides.

For more information about the Highland Road trail or to donate to cause, go to https://m gives.org/mttrails/.

The next significa fundraising event to supp the MT Trails Foundatio The Autumn Harvest Ch Table — is scheduled Sunday, Sept. 15 at Foxto Station in Mequon.

Photos courtesy of the MT Trails Found

Left, e-bike Police Officer Ben Heinen hopped off his bike to give a sticker to a young girl her mom. **Above**, pictured promoting the MT Trails new safety apparel, which debuted at event, are, from left, Marvin VanTreeck on a 1995 Serotta, Ron Heinritz on a 1949 Cadi Schwinn and Ken Maciolek on a 1976 BSA 3-speed.

Attachment: News Graphic, 5.2.24, Celebrate Trails event successful, but windy (P&PDept_ManagementandFinancialReports)

Ozaukee PRESS
Southeast Wisconsin's Largest Independent Community Weekly
Five sections | Thursday, May 2, 2024 | $2

Clay Bluffs Preserve work begins in earnest

■ *County planting thousands of trees as it works to provide public access to 131 acres of protected land on Port's south side*

By DAN BENSON
Ozaukee Press staff

PORT WASHINGTON - Development of the Clay Bluffs Cedar Gorge Nature Preserve in Port Washington began in earnest last week with tree planting efforts funded by the U.S. Forest Service.

Two $200,000 Forest Service tree planting grants were awarded to the Ozaukee County Planning and Parks Department in 2021 and 2022 as part of an emerald ash borer mitigation effort at Clay Bluffs Cedar Gorge, Lion's Den Gorge Nature Preserve in the Town of Grafton and Virmond County Park in Mequon.

State Department of Natural Resources Urban Forestry and American Transmission Company grants are also helping fund the tree-planting effort.

In all, 18,800 native trees will be planted from 2023 through 2026, according to County Planning and Parks Director Andrew Struck.

"Adding a diversity of native trees will preserve, protect and restore the local ecology of the project area," Struck said.

"In recognition of Earth Day (April 22) and Arbor Day (April 26) this week, department staff planted nearly 8,000 seedlings of 33 locally native species at Clay Bluffs Cedar Gorge Nature Preserve around the gorge to expand and protect the existing forest," Struck said.

In addition, on Saturday, volunteers from Veolia Environmental Services planted additional seedlings and balled-and-burlapped stock.

More plantings are planned through the rest of the year by county staff, Conservation Corps teams and volunteers from the community.

See **Preserve** *on page 11B*

PLANTING SEEDLINGS SATURDAY AT Clay Bluffs Cedar Gorge Nature Preserve on Port Washington's south side were dozens of volunteers. Helping oversee the operation was Ozaukee County Planning and Parks Director Andrew Struck (right). Clay Bluffs is expected to partially open to the public next year. *Photo by Sam Ar*

Attachment: Ozaukee Press, 5.2.24, Clay Bluffs Preserve work begins in earnest (P&PDept_ManagementandFinancialReports)

Preserve: *Land cost $5 million*

FROM PAGE 1B

The Clay Bluffs Cedar Gorge Nature Preserve is a 134-acre parcel along three-quarter of a mile of Lake Michigan bluffs on Port Washington's south side and north of Lion's Den Gorge.

The preserve was purchased by the Ozaukee Washington Land Trust in 2022 for $5 million after a dramatic turn of events.

The Land Trust was making progress toward reaching its fundraising goal with a combination of grants and donations when the Department of Natural Resources decided to designate $2.3 million from the Knowles-Nelson Stewardship Program for the land purchase. But the grant required the approval of the Legislature's Joint Finance Committee, and an anonymous legislator who objected to it effectively blocked the contribution.

Then an anonymous prospective buyer came forward to say he would buy the land and develop much of it.

That is when Gov. Tony Evers stepped in and contributed $2.3 million in federal American Rescue Plan Act funds, giving the Land Trust the money it needed to purchase and preserve the property. After the purchase, the land was transferred to Ozaukee County.

The preserve is considered ecologically significant because of its unique vegetation and habitat for a variety of species, including the short-eared owl, which is a species of specific concern.

Much of the work on the preserve this year will focus on development of a six-acre parcel that will include a parking lot, pavilion, restrooms and other amenities in hopes that the preserve will at least be partially open to the public in 2025.

An agreement between the county and the land trust will protect the rest of the preserve from further development.

A master plan calls for forest and wetlands restoration, a system of trails, creation of a native prairie and stairway access to the Lake Michigan shoreline by which hikers can go from the new preserve to Lion's Den Gorge.

The plan also calls for a multi-use trail along Highway C that also will connect the two preserves.

Struck has said it may take as long as a decade before the preserve is fully developed.

The county also recently received five other Forestry Service grants to plant 42,000 trees in the Ulao Creek/Swamp project area in the Town of Grafton, Hawthorne Hills County Park and Tendick County Park in the Town of Saukville, Waubedonia County Park in Fredonia and at Mee-Kwon County Park in Mequon.

Including the two newest grants, the county has been awarded more than $1 million to plant more than 60,000 trees.

People interested in assisting with tree planting and maintenance activities should contact Tina Kroening at kkroening@ozaukeecounty.gov for more information.

Attachment: Ozaukee Press, 5.2.24, Clay Bluffs Preserve work begins in earnest (P&PDept_ManagementandFinancialReports)

Ozaukee PRESS
Southeast Wisconsin's Largest Independent Community Weekly
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ALEX MANN (LEFT) AND BRADEN MEYER were photographed Tuesday at Lion's Den Gorge Nature Preserve in the Town of Grafton where the Port Washington man and the Grafton High School student saw a varied bunting on Saturday, the first such sighting ever in Wisconsin. Nicole Seward of Milwaukee photographed the bird, shown in photo at left, that they saw.
Photo above by Sam Arendt

A first-of-its-kind sighting

■ *Pair of local bird-watchers didn't believe their eyes when they spotted a varied bunting — the first ever reported in Wisconsin — in rural Grafton nature preserve*

By DAN BENSON
Ozaukee Press staff

Alex Mann of Port Washington and Braden Meyer, a Grafton High School senior, were walking through Lion's Den Gorge Nature Preserve early Saturday morning when they saw something no one had ever reported seeing before in the state of Wisconsin.

A varied bunting, a colorful bird whose range extends no farther north than the U.S.-Mexico border was seen in the Town of Grafton preserve by the two experienced birders on the trail atop the Lake Michigan bluff.

They at first thought it was the deep blue indigo bunting.

"But it was way too dark," Meyer said. "But then we saw the reddish purple on the back of its head and I said, just joking around, 'Ooooo, maybe that's a varied bunting.' But I didn't mean it seriously. I was just joking."

"Something looked off," Mann said. "It took us a minute. But when it turned you could see the red nape.

See **Bird** *on page 4B*

Attachment: Ozaukee Press, 5.9.24, A first-of-its-kind sighting (P&PDept_ManagementandFinancialReports)

Bird: *'We got something special here'*

FROM PAGE 1B

"I quick looked it up," Mann said. "And sure enough."

They were able to confirm it was the varied bunting online through the Cornell Lab of Ornithology at Cornell University.

The Cornell Lab says the adult male is a "stunning mosaic of rich plum, crimson, cherry red and lavender-violet," but the colors of the plumage can vanish in the bird's habitat and they often appear to be blackish. Females and immature males are brownish.

The bird, meanwhile, had flitted away and it took them a while to find it again but when they did, about 50 yards down the trail, they alerted other birders through their Discord group and by texting local birding friends.

"We got something special here," was the message, Mann, 35, said.

And soon the find was all over social media.

Birders from around the region began to descend on Lion's Den, a destination spot for birders in the region, including up from Illinois.

It was the first time a varied bunting had been recorded in Wisconsin and the farthest north anyone had ever reported seeing one.

Varied buntings are a mostly Mexican species whose breeding range barely reaches across the border into Arizona, New Mexico and Texas, according to the Cornell Lab.

"We were ecstatic," Meyer said. "Feelings of pride and happiness and confusion as to why that bird was even anywhere near here."

How the bird got this far north is a mystery.

Sometimes birds not native to Wisconsin or to the western shore of Lake Michigan will show up after being blown off course by storms.

That was the case when a flock of flamingos stayed for a day in Port Washington last September.

But the varied bunting is a short migratory bird and there have been no major storm systems strong enough in recent days to bring the bird this far north, Meyer said.

HOW THE VARIED BUNTING SEEN on Saturday, shown in this photograph, came to Wisconsin is a mystery birders say since the bird's range is mostly limited to Mexico. Saturday's sighting by Alex Mann of Port Washington and Braden Meyer of Grafton was the first ever in Wisconsin and the farthest north the bird has ever been seen. *Photo by Alex Mann*

"It's a mystery," he said.

Mann said such "vagrants" will stop when they reach Lake Michigan.

"What usually happens is they hit Lake Michigan and stop. They won't fly over water when they can't see the other side," Mann said.

"These vagrants are usually in poor health. It's usually not a happy story. This bird is not wired to migrate great distances like this."

Mann said the bird was still at Lion's Den on Monday night and could be around for awhile because there is a good supply of insects in the area.

Meyer said he got into birding in 2019 after a friend took him to Horicon Marsh and now he goes out every weekend, sometimes with Mann or other local birders.

Meyer, the son of Phil and Becky Meyer, built a number of platforms for black terns at Cedarburg Bog for his Eagle Scout project in 2021 and plans on studying animal ecology at Iowa State University next year.

Before Saturday, his biggest bird sighting was of a red knot at the Port Washington marina last spring.

"It was the third or fourth sighting ever in Ozaukee County. It was fun but not close to this," he said.

Attachment: Ozaukee Press, 5.9.24, A first-of-its-kind sighting (P&PDept_ManagementandFinancialReports)

Ozaukee PRESS
Southeast Wisconsin's Largest Independent Community Weekly
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Photo by Cindy Harmeyer

Avian and floral beauty meet on an apple tree

Cindy Harmeyer went to the Lion's Den Gorge Nature Preserve with her camera on Friday, hoping for a sighting of the varied bunting that made news there last week with it's first recorded visit to Wisconsin. She saw the bunting, but it was too far away for a photo, so she hiked on through the burgeoning flora of the preserve. And then she came upon a golden-winged warbler perched on a branch laden with apple blossoms and seeming to hold one of the blossoms, perhaps to find an insect to eat. Cindy, of Saukville, has submitted some of the most impressive nature photographs Ozaukee Press has received for its Your Pix feature, but this image composed of the delicate beauty of the bird and blossoms against a perfect azure sky rises to a new level.

Ozaukee Press welcomes photos submitted by readers for YOUR PIX. Subjects should be related to nature in the Ozaukee County area, including landscapes, seascapes, farm scenes, buildings in picturesque settings and people and animals enjoying nature. Photos, with the photographer's name and contact information and the location and other details about the picture, should be emailed to: editor@ozaukeepress.com.

Attachment: Ozaukee Press, 5.16.24, Avian and floral beauty meet on an apple tree (P&PDept_ManagementandFinancialReports)

OZAUKEE COUNTY

NEWS GRAPHIC

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Cedarburg and Homestead tie for second at NSC golf meet

MEQUON — Low numbers were everywhere Tuesday at Mee-Kwon Golf Course during a North Shore Conference boys golf mini-meet.

Cedarburg and Homestead tied for second place in the team standings with matching scores of 164 strokes, just two behind meet champion Hartford. Grafton was also in the mix, claiming eighth with 174, just three shots behind sixth-place Nicolet.

Cedarburg had two golfers as part of a four-way tie for second place. Sophomore Owen Wood and junior Dylan Getschow each carded a 39, one shot behind medalist Jaden Palubiski. The Port Washington junior fired a 38. Junior Colton Baxter added a 41 for the Bulldogs.

Two Homestead players tied for fifth place on the individual leaderboard. Junior Nico Clement and senior Sam Nemke each finished with a 40.

For the Black Hawks, sophomore Jake Leidel and junior William Reiss each shot a 41. They were part of a tie for 11th place.

Attachment: News Graphic, 4.25.24, Cedarburg and Homestead tie for second at NSC golf meet (P&PDept_ManagementandFinancialReports)

OZAUKEE COUNTY
NEWS GRAPHIC
A Trusted News Source Since 1883
$2 Thursday, April 30, 2024 gmtoday.com

Grafton ties for third place at Kelly Green Tournament

SAUKVILLE — Grafton placed third place, Cedarburg claimed ninth and Homestead finished 13th Friday at the Kelly Green Tournament at Hawthorne Hills Golf Course.

Marquette won the team title at the event hosted by Port Washington with a score of 396. Grafton and Slinger each shot a 414 to share third place, the Bulldogs carded a 446 and Homestead recorded a total of 455.

Grafton sophomore Jake Leidel led the way for the Black Hawks, finishing in a three-way tie for medalist honors with a 75. Junior Miles Jaeger added an 80 for the Black Hawks.

Colton Baxter led Cedarburg with a score of 83, while Max Piunti added an 85.

Homestead was led by Joe Thibert, who shot an 87 and Jake McGourthy added a 90 for the Highlanders.

Attachment: News Graphic, 4.30.24, Grafton ties for third place at Kelly Green Tournament (P&PDept_ManagementandFinancialReports)

Ozaukee PRESS
Southeast Wisconsin's Largest Independent Community Weekly
Five sections | Thursday, April 25, 2024 | $2

Riveredge to host spring events in May

Riveredge Nature Center is hosting a series of spring events in May.

There will be a kayak trip on the Milwaukee River starting in Newburg from 8 a.m. to noon Sunday, May 5.

The six-mile paddle down the Milwaukee River offers the chance to see wildlife, such as deer, eagles and herons, from a new perspective.

The trip is recommended for beginners with some experience and those more advanced.

Riveredge will provide kayaks, paddles, life jackets and instruction. Participants are asked to bring sunscreen, a hat and water.

The trip is for adults and children 10 and older accompanied by an adult.

The cost is $45 for Riveredge members and $55 for nonmembers.

A class to train people to be water quality monitors will be held from 9 a.m. to 3 p.m. Saturday, May 4.

Milwaukee Riverkeeper and Riveredge staff members will teach participants how to assess the water quality of streams or rivers, how to identify aquatic invertebrates and do five water quality tests.

As trained monitors, participants will be able to conduct tests monthly during the summer and submit data to the statewide Water Action Volunteers website.

The program, which is intended for people 18 and older, is free but donations are appreciated.

For questions or to register, contact Mary Holleback at (262) 416-1224 or mholleback@riveredge.us by 5 p.m. May 3.

A free stroll with a naturalist program on " All Things Green" will be held from 10 to 11:30 a.m. Thursday, April 25.

Earth Day birthday is the theme for the kids' cooking session from 5 to 8 p.m. Thursday, April 25.

The spring yoga series "Discovery and New Growth" will include a class from 5:30 to 6:30 p.m. Monday, April 29.

The Riveredge Photo Club will meet from 7 to 8:30 p.m. Tuesday, April 30.

A Memory Cafe for people with dementia and their caregivers will be held from 1 to 2:30 p.m. Thursday, May 2.

The NJC Bird Club will hold a field trip to Lion's Den Gorge Nature Preserve in the Town of Grafton from 7 a.m. to noon Friday, May 3.

A morning bird walk will be held at Riveredge from 7:30 to 9:30 a.m. Friday, May 3.

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

Riveredge is at 4458 Hwy. Y.

Attachment: Ozaukee Press, 4.25.24, Riveredge to host spring events in May (P&PDept_ManagementandFinancialReports)

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Port doubles down on being a city for walkers, bikers

By KRISTYN HALBIG ZIEHM
Ozaukee Press staff

■ *Council OKs contract with firm that will recommend ways to extend bike trail, close gaps in sidewalk system*

PORT WASHINGTON - P Washington officials have spent years focusing their efforts on making the city a community that's easy to walk and bike, constructing sidewalks whenever streets are rebuilt and improving the bike path.

It's been controversial at times, with some residents arguing that sidewalks aren't necessary and others talking about how important walkways and bike trails are as they traverse the city.

The city's efforts are intensifying. The Common Council last week approved a $75,000 contract with Toole Design Group to update the city's 1996 bike and pedestrian plan.

The city's share of the cost is $15,000, with the Wisconsin Department of Transportation paying the remaining $60,000.

"I feel strongly walkability and safe biking are critical to what makes a community special," Public Works Director Rob Vanden Noven said. "In some communities, the only safe way to leave your house is in your car. We don't want that said here.

"I would never want anyone to feel unsafe walking or biking in Port Washington. I never want that to be the reason people didn't walk or bike."

Part of the plan, which will be compiled over the next year, will be an inventory of the city's infrastructure.

"The City of Port has an extensive sidewalk system, but there are gaps in it," Vanden Noven said. "The plan will look at where to extend the (bike) paths and sidewalks to fill in those gaps and to expand the system as the city grows."

There will be numerous opportunities for public input into this process, he added.

"We're hoping to get a lot of feedback from residents about any inadequacies the existing sidewalk and bike path system," Vanden Noven said. "We hope to get the perspective of users who may see needs that otherwise wouldn't seem obvious to u

"That's key to it."

The city plans to host an interactive m on its website to help with the effort and approach people at festivals, on the bi trail and "wherever we can find people participate so we can make the best plan v can make," he said.

Public input will help create a plan th people will accept and that will guide t city's action in the future.

"Rather than having discussions or d

See **Plan** *on page 10B*

Plan: *Access to bike trail a focus*

FROM PAGE 2B

bates over where sidewalks and bike paths will be, in the future this will all be incorporated into the plan so we don't have these micro-debates over sidewalks," Vanden Noven said.

"We'll have a higher view of what we want it (the bike and pedestrian paths) to look like."

One focus of the plan is likely to be increasing access to the Ozaukee Interurban Trail, which runs through the heart of the community, Vanden Noven said.

"We're very fortunate to have the Interurban Trail going through the heart of the city, but if you don't feel safe getting to the trail, it loses its value," he said.

Mayor Ted Neitzke asked that the plan also include suggestions for any local regulations that may be needed.

He suggested that it take a look at the use of electric bikes.

"Electric bikes have fundamentally changed how our trails are used," he said.

The plan will be key to funding improvements in the future, Vanden Noven said.

"For most grants, they want to see a plan in place,' he said. "That's not the objective of this, but it's certainly one of the benefits."

The city's last pedestrian and bike path plan was done in 1996, Vanden Noven noted, and "of course is outdated."

The city received three proposals from companies to do the study and plan — Vandewalle and Associates, HKGi and Toole Design Group.

Toole, Vanden Noven noted, "specializes in these types of plans."

Attachment: Ozaukee Press, 4.25.24, Port doubles down on being a city for walkers, bikers (P&PDept_ManagementandFinancialReports)

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Ryder Cup format is a hit with Grafton, Port

PORT WASHINGTON GOLF coach Rory Palubiski (above left), held a cookie he had made for the first Ryder Cup Rivalry event against Grafton on Monday at Hawthorne Hills. Grafton won the competition. Team members included (above right, from left) Jacob Collins, Braxton Boehlke, Parker Strozewski, Amelia Warner, coach Phil Trottier, assistant coach Max Bailke, Kendyl Conrad, Miles Jaeger, Jake Leidel and Bill Reiss.

By MITCH MAERSCH
Ozaukee Press staff

Port Washington High School golf coach Rory Palubiski works an architect, and he designed a special format for the Pirates and their friendly rivals from Grafton.

On Monday, the teams faced off in an 18-hole Ryder Cup format. The first six holes were a best ball scramble, the next were alternate shot after each drove the ball and the final six were best-ball in which all players play and the best score is taken.

"There's strategy involved and you get to coach each other," Palubiski said, adding that isn't allowed during North Shore Conference meets.

They kept score using old-fashioned scorecards with pencils instead of the usual app. This way, nobody could check and see how other groups were doing.

Palubiski got the idea since from playing that format with his college friends for 25 years.

For the high school event, he even had special cookies made and a trophy that looks similar to the Ryder Cup's version.

On the first tee, coaches cupped their hands and announced players like they were talking into a microphone, just like at pro golf tournaments.

"Everyone cheered and clapped," Palubiski said.

"I thought it was a huge success," he said.

The team that won got to pick the name of the tournament — which school is listed first. Grafton scored 8.5 points to Port's 3.5, so the event is now the Grafton-Port Ryder Cup Rivalry.

Grafton coach Phil Trottier said the event was a blast.

"It was a lot of fun. We each brought eight kids so we wanted to try to get as many kids involved from the program. They really enjoyed it," he said. "They're not really used to playing in a format like that. It was a new experience. Now they know and understand how the Ryder Cup format works."

Grafton's Amelia Warner and Parker Strozewski went 3-0, "which is pretty cool," Trottie said. "Parker's a freshman."

Jacob Collins and Braxton Bailke went 2 and tied the third, scoring another half a point.

Port got two points from Jonas Fechner and Jack Schowalter.

Palubiski said he hopes to make this an annual event.

Grafton excels in Janesville

Grafton last Friday finished eight of 24 teams and fourth in Division 2 at the Ashenfelter Invitational at Janesville Riverside.

Miles Jaeger shot 75 with five birdies and was fifth overall. Jake Leidel shot 77. Billy Reiss and Kendyl Conrad each had 87.

"In my 12 years going to Janesville, that's the best we've done," Trottier said.

On April 29, Grafton shot 181 and was seventh in the second of a two-day NSC meet. Competitions were held at Hawthorne Hills on the first day and the West Bend Country Club on the second. Port was ninth with 194.

Strozewski shot 41, Conrad and Leidel each shot 46, and Jaeger and Reiss each shot 48.

Port's Jaden Palubiski shot 44, Jack Schowalter shot 47, Peyton Maves shot 49, Gabe Baumann shot 54 and Elliot Hadacek shot 61.

"We've got to finish strong. Once the playoffs begin, anything can happen," coach Palubiski said.

Attachment: Ozaukee Press, 5.9.24, Ryder Cup format is a hit with Grafton, Port (P&PDept_ManagementandFinancialReports)