



AGENDA
OZAUKEE COUNTY BOARD
REGULAR MEETING
WEDNESDAY, JULY 3, 2024 – 9:00 AM
ADMINISTRATION CENTER - ROOM A-204
121 W. MAIN STREET, PORT WASHINGTON, WI 53074

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

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

[County Board Live Stream](#)

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

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

- 1. CALL TO ORDER**
- 2. PLEDGE OF ALLEGIANCE TO THE FLAG**
- 3. APPROVAL OF MINUTES**
 - a. June 5 & 19, 2024
- 4. PUBLIC COMMENT**
 - Legislative Update
 - Chairperson's Proclamation
- 5. COMMUNICATIONS**
- 6. CLAIMS**
- 7. REPORT OF COUNTY ADMINISTRATOR**
 - County Administrator's Report - July 2024
 - 2024-2026 Committee Goals and Objectives
 - Update of County Strategic Plan
 - Lasata CBRF Update
 - Enterprise Resource Planning Software Update
- 8. RESOLUTIONS**
 - a. RES.24-7: Increase of Revenue 2024 - Public Health
 - b. RES.24-8: Amending Chapter 3 of the Ozaukee County Policy and Procedure Manual – Creation of Quality Improvement and Communications Manager
 - c. RES.24-9: Memorandum of Agreement Amendment with Sugar Maple Nature School for Providing a Temporary Public Nature-Based Charter School Site at Hawthorne Hills County Park
 - d. RES.24-10: Authorizing Ozaukee County to Enter into the Settlement Agreements with Kroger, Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry onto the MOU with the Attorney General
 - e. RES.24-11: Amending Section 4.03(28) of the Ozaukee County Policy and Procedure Manual – Education and Tuition Assistance Program
 - f. RES.24-12: Amending Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees
- 9. ORDINANCES**
 - a. ORD.24-3: Ozaukee County Shoreland Protection Ordinance
 - b. ORD.24-4: Ozaukee County Floodplain Zoning Ordinance
- 10. COMMITTEE APPOINTMENTS/REAPPOINTMENTS**
- 11. COMMITTEE REPORTS AND SUPERVISOR ANNOUNCEMENTS**
- 12. ADJOURNMENT**

Ozaukee County Board**AGENDA INFORMATION SHEET**

AGENDA DATE:	July 3, 2024
DEPARTMENT:	County Clerk
DIRECTOR:	Karen Niemuth
PREPARER:	Karen Niemuth

Agenda Summary June 5 & 19, 2024

June 5, 2024

[<https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_06052024-3415>](https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_06052024-3415)

June 19,2024

[<https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_06192024-3421>](https://www.ozaukeecounty.gov/AgendaCenter/ViewFile/Minutes/_06192024-3421)

OZAUKEE COUNTY BOARD

Ozaukee County Board

AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary County Administrator's Report - July 2024

2024-2026 Committee Goals and Objectives

Update of County Strategic Plan

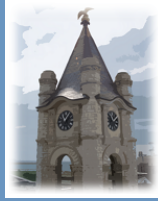
Lasata CBRF Update

Enterprise Resource Planning Software Update

ATTACHMENTS:

- County Administrator's Report July 2024 (PDF)

OZAUKEE COUNTY BOARD



County Administrator's Report

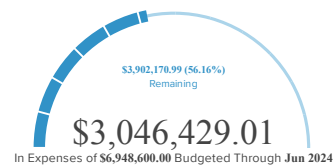
July 3, 2024

FINANCE

- Sales tax collections for May were \$890,735 compared to \$953,798 for the same time period last year. Collections remain on budget.
- Vendor selection for ERP RFP planned for July Finance Committee

Finance Committee

Data Updated Jun 27, 2024, 2:25 PM | Prorated Budget



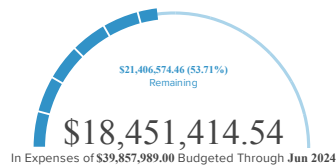
HUMAN SERVICES

- Only one open unit at Lasata Crossings, three at Lasata Heights, Lasata Care Center Census at 84 resident average for June.

Health and Human Services Committee

Health and Human Services Committee

Data Updated Jun 27, 2024, 2:25 PM | Prorated Budget

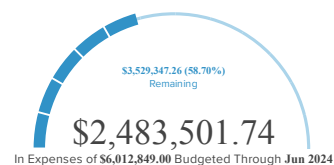


NATURAL RESOURCES

- Approved submittal of a grant to extend Ozaukee Interurban Trail along STH 60 to Five Corners
- Approved Contract for Professional Services for Design and Engineering for Repaving County-Managed Portions of the Ozaukee Interurban Trail
- Approved Contract for Professional Services for Design and Engineering for Hawthorne Hills Golf Course Green Redesigns of holes #2 and #7.

Natural Resources

Data Updated Jun 27, 2024, 2:27 PM | Prorated Budget

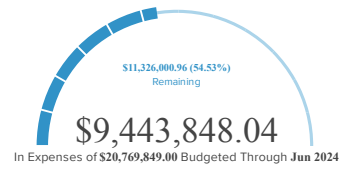


PUBLIC SAFETY

- 2024 Jail Tour

Public Safety

Data Updated Jun 27, 2024, 2:27 PM | [Prorated Budget](#)

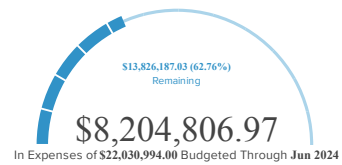


PUBLIC WORKS

- Average Shared Ride Taxi ridership up 106 riders from 2023 for a 701 per month average.

Public Works

Data Updated Jun 27, 2024, 2:27 PM | [Prorated Budget](#)



RESOLUTION NO. 24-7

INCREASE OF REVENUE 2024 - PUBLIC HEALTH

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

Department / Program

	<u>Account Number</u>	<u>Account Name</u>	<u>AMOUNT</u>	<u>AMOUNT</u>
<i>Public Health</i>				
Expense	204-2-06-51101-000	Grants - Salaries & Wages	\$7,428	
Expense	204-2-06-52002-000	Grants - Travel/Mileage	937	
Expense	204-2-06-53101-000	Grants - Office Supplies	2,300	
Revenue	204-2-06-42335-000	Grants - Beach Testing Grant		\$10,665
Expense	204-1-01-51101-000	Salaries	\$49,200	
Revenue	204-1-01-49302-000	Other Revenue		\$49,200

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Wisconsin Department of Natural Resources 2024 Wisconsin Beach Monitoring Program Grant - \$10,665, Wisconsin Department of Health Services Lead Testing in School and Child Care Programs Drinking Water Grant - \$49,200.

VOTE REQUIRED: Two-Thirds of Members Elect

06/27/24

Finance Committee APPROVED

RESULT: **APPROVED [UNANIMOUS]**
MOVER: D. Larson, Vice-Chairperson
SECONDER: J. Arnett, Supervisor District 17
AYES: Stelter, Larson, Richart, Clark, Arnett

FINANCE COMMITTEE

Finance Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	County Clerk
DIRECTOR:	Karen Niemuth
PREPARER:	Tyler Quaas

Agenda Summary Increase of Revenue 2024 - Public Health

ATTACHMENTS:

- Public Health (PDF)

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 28, 2024
DEPARTMENT: Public Health
DIRECTOR: Kim Buechler
PREPARER: Tyler Quaas

Agenda Summary Increase of Revenue Budget Amendment Wisconsin Department of Natural Resources 2024 Wisconsin Beach Monitoring Program Grant

BACKGROUND INFORMATION: The Health Department was granted \$10,665 from the Department of Natural Resources to implement the 2024 Wisconsin Beach Monitoring Program, with expenses to be incurred throughout the beach season between Memorial Day and Labor day of 2024 and being reimbursed by the DNR at the end of the season. The department plans to use these funds for necessary beach testing supplies, maintenance on vehicles used for driving between beaches, and staff time to complete in-house testing, to ensure that water quality determinations are conducted promptly and according to DNR standards.

ANALYSIS: The dollars were allocated to assure health departments have the infrastructure to support Environmental Health work. The WOPHD intends to spend the dollars to support infrastructure improvements and sustainability.

FISCAL IMPACT: \$10,665

Balance Current Year: \$10,665

Next Year's Estimated Cost: \$0

FUNDING SOURCE:

County Levy: \$0

Non-County Levy: \$10,665

Indicate source: Wisconsin Department of Natural Resources

RECOMMENDED MOTION: Approve

HEALTH AND HUMAN SERVICES COMMITTEE

RESULT: APPROVED AND FORWARDED [UNANIMOUS]Next: 6/27/2024 8:00 AM

MOVER: A. Khan, Supervisor District 20

SECONDER: B. Paape, Supervisor District 2

AYES: Foy, Watts, Paape, Khan, Kincaide

Attachment: Public Health (RES.24-7 : INC REV)

AGREEMENT BETWEEN
WISCONSIN DEPARTMENT OF NATURAL RESOURCES
AND
WASHINGTON OZAUKEE COUNTY HEALTH DEPARTMENT

THIS AGREEMENT is entered into by and between the State of Wisconsin Department of Natural Resources (Department) and Washington Ozaukee County Health Department (Agency) for the purpose of implementing the Wisconsin Beach Monitoring Program in Ozaukee County.

FOR AND IN CONSIDERATION of the terms and conditions contained in this agreement the above-named parties agree:

1. PERIOD OF AGREEMENT: This agreement shall commence upon its signing by both parties and continue until October 31, 2024, during which period all performance as described in this agreement shall be fully completed to the satisfaction of the Department. The Agency is eligible for expenses incurred after April 1, 2024.
2. CANCELLATION: The Department reserves the right to cancel this agreement in whole or in part, without penalty, due to non-appropriation of funds or for failure of the Agency to comply with terms, conditions, and specifications of this agreement.
3. ENTIRE AGREEMENT; AMENDMENTS: This agreement, together with the specifications in the bid request (if any) and referenced parts and amendments, shall constitute the entire agreement and previous communications or agreements pertaining to this agreement are hereby superseded. Any agreement revisions including cost adjustments and time extensions may be made only by a written amendment to this agreement, signed by both parties prior to the ending date of this agreement.
4. ASSIGNMENT SUBCONTRACTS: Neither this agreement nor any right or duty in whole or in part by the Agency under this agreement may be assigned, delegated or subcontracted without the written consent of the Department. If upon the written consent of the Department this agreement or any right or duty in whole or in part is assigned, the Assignee(s) shall expressly agree to assume and perform all relevant obligations expressed under the terms of this agreement and be bound by the terms and conditions of this agreement. Assignment in whole or in part of this agreement does not absolve the Agency of any liability or obligation expressed and agreed to hereunder.
5. DESCRIPTION OF WORK: The Agency agrees to perform the services to the satisfaction of the Department as described in the attached Scope of Work.

Attachment: Public Health (RES.24-7 : INC REV)

6. AGENCY CONTACTS: All communications regarding this agreement will be made through the designated agency contacts. The designated contacts are:

Agency - Hannah Kuehn, Business Manager
Washington Ozaukee County Health Department
121 W. Main Street
P.O. Box 994
Port Washington, WI 53074
262-284-8182
hannah.kuehn@washozwi.gov

Chris Berg, Environmental Health
262-335-4462
Chris.berg@washozwi.gov

Abby Freeland, Sanitarian
262-335-4462
abigail.freeland@washozwi.gov

WDNR - Diane Packett, Office of Great Waters
Wisconsin Department of Natural Resources
Office of Great Waters, OGW/3
P.O. Box 7921
Madison, WI 53707
608-640-7511
DNRBeachHealth@wisconsin.gov

7. TERMINATION:

- A. This agreement may be terminated in whole, or in part, in writing by the Department in the event of substantial failure of the Agency to fulfill its obligation under this agreement, provided, that the Department shall give the Agency not less than thirty (30) days written notice (delivered by certified mail, return receipt requested) of intent to terminate and an opportunity for consultation prior to termination.
- B. If termination is effected by the Department, an equitable adjustment in the price provided for in this agreement shall be made. Any payment due to the Agency at the time of termination may be adjusted to the extent of any additional costs occasioned to the Department by reason of the Agency's default. The equitable adjustment for any termination shall provide for payment to the Agency for services rendered and expenses incurred prior to the termination, in addition to termination settlement costs reasonably incurred by the Agency relating to commitments which had become firm prior to the termination.
- C. Upon receipt of a termination action pursuant to paragraph A above, the Agency shall (1) promptly discontinue all services affected (unless the notice directs otherwise); (2)

terminate all subcontracts to the extent that they relate to the performance of work terminated by the Department, and (3) deliver or otherwise make available to the Department, all data, reports, estimates, summaries, and such other information and materials as may have been accumulated by the Agency in performing this agreement, whether completed or in process.

- D. Upon termination pursuant to paragraph A. above, the Department may take over the work and prosecute the same to completion by agreement with another party or otherwise and the Agency is liable for any excess costs for such similar work or services.
- E. The rights and remedies of the Department and the Agency provided in this clause are in addition to any other rights and remedies provided by law or under this agreement.
8. **PAYMENT:** The Department agrees to reimburse the Agency up to a total of **\$10,665** for the costs identified in the attached Scope of Work. A billing by the Agency shall be made at the end of the agreement period for the actual net costs incurred for review and acceptance. Final invoices must be submitted to the Department, **no later than November 30, 2024**. The Agency is eligible for expenses incurred starting April 1, 2024. Invoices and completed expenditure report provided by DNR should be sent to (Email preferred):

DnrOgwInvoices@wisconsin.gov AND DNRBeachHealth@wisconsin.gov

Or mail to: Wisconsin Department of Natural Resources
Attn: Melissa Lake & Diane Packett – OGW/3
P.O. Box 7921
Madison, WI 53707

9. **RECORDS; ACCESS:** The Agency shall, for a period of three (3) years after completion and acceptance by the Department, maintain books, records, documents, and other evidence directly pertinent to performance on work under this agreement in accordance with generally accepted accounting principles and practices. The Agency shall also maintain the financial information and data used in the preparation or support of the cost submission in effect on the date of execution of this agreement and a copy of the cost summary submitted to the Department. The Department, U.S Environmental Protection Agency, their agents and their duly authorized representatives, shall have access to such books, records, documents, and other evidence for the purpose of inspection, audit, and copying. The Agency shall provide proper facilities for such access and inspection. In addition, those records which relate to any dispute, appeal or litigation, or the settlement of claims arising out of such dispute, performance, or costs or items to which an audit exception has been taken, shall be maintained and made available until three years after the date of resolution of such dispute, appeal, litigation, claim or exception.
10. **INDEPENDENT AGENCY:** The Agency is an Independent Agency for all purposes and is not an employee or agent of the Department.

11. INDEMNIFICATION: The Agency agrees to save, keep harmless, defend and indemnify the State of Wisconsin, Department of Natural Resources and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of Agency's employees, agents or representatives.
12. INSURANCE: The Agency performing services for the State of Wisconsin shall:
- A. Maintain worker's compensation insurance or self-insure for all employees engaged in the work.
 - B. Maintain commercial liability and property damage insurance or equivalent protection against any claim(s) which might occur in carrying out this agreement/contract. Minimum coverage shall be one million dollars (\$1,000,000) liability for bodily injury and property damage including products liability and completed operations. Provide motor vehicle insurance for all owned, non-owned and hired vehicles that are used in carrying out the agreement. Minimum coverage shall be one million dollars (\$1,000,000) per occurrence combined single limit for automobile liability and property damage.
 - C. Provide an insurance certificate indicating this coverage, counter-signed by an insurer licensed to do business in Wisconsin, covering the period of the agreement/contract. The insurance certificate is required to be presented prior to the issuance of the purchase order or before commencement of the agreement.
 - D. The state reserves the right to require higher or lower limits where warranted.
13. NONDISCRIMINATION: In connection with the performance of work under this agreement, the Agency agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation 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 pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Agency further agrees to take affirmative action to ensure equal employment opportunities. The Agency 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. Failure to comply with the conditions of this clause may result in the Agency being declared an "ineligible" agency, termination of the agreement or withholding of payment.
14. AFFIRMATIVE ACTION: If this agreement is for an amount of fifty thousand dollars (\$50,000) or more the Agency agrees to submit a written affirmative action plan to the Department within 15 business days after the agreement commences if an acceptable plan is not already on file with the State of Wisconsin. (An agency with an annual work force of fewer than fifty employees are exempted from this requirement.) Failure to comply with the conditions of this clause may result in the Agency being declared an "ineligible" agency, termination of the agreement or withholding of payment.

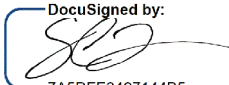
15. GUARANTEED DELIVERY: Failure of the Agency to adhere to delivery schedules as specified or to promptly replace rejected materials shall render the Agency liable for all costs in excess of the agreement price when alternate procurement is necessary. Excess costs shall include the Department's administrative costs.
16. FUNDING SOURCE: This agreement is funded in part or wholly by grants from the U. S. Environmental Protection Agency , CFDA #66.472. This procurement will be subject to regulations contained in 2 CFR 200. Neither the United States nor the U. S. Environmental Protection Agency is a party to this agreement.
17. APPLICABLE LAW: This agreement shall be governed by the laws of the State of Wisconsin. The Agency shall at all times comply with all federal, state and local laws, ordinances, and regulations in effect during the period of this agreement.
18. ANTITRUST ASSIGNMENT: The Agency and the Department recognize that in actual economic practice, overcharges resulting from antitrust violations are in fact usually borne by the Department. Therefore, the Agency hereby assigns to the Department any and all claims for such overcharges as to goods, materials or services purchased in connection with this agreement.
19. PAYMENT TERMS AND INVOICING: Payment shall be considered timely if the payment is mailed, delivered, or transferred by the later of the following:
 - A. The date specified on a properly completed invoice for the amount specified in the order or agreement, or
 - B. Within thirty (30) days after receipt of a properly completed invoice or receipt and acceptance of the property or service under the order or agreement or within thirty (3) days after receipt of an improperly completed invoice or receipt and acceptance of the property or service under the order or agreement, whichever is later if the Department does not notify the sender of receipt of an improperly completed invoice within ten (10) working days after it receives the invoice of the reason it is improperly completed.
20. TAXES: The Department is required to pay the Wisconsin excise or occupation tax on its purchase of beer, liquor, wine, cigarettes, tobacco products, motor vehicle fuel and general aviation fuel. However, it is exempt from payment of all federal tax and Wisconsin sales or use tax on its purchases. The State of Wisconsin does not issue a tax exempt number for state agencies. The Department may be subject to other states' taxes on its purchases in that state depending on the laws and of that state. An agency performing construction activities are required to pay state use tax on the cost of materials.
21. TAX DELINQUENCY: An agency who have a delinquent Wisconsin tax liability may have their payments offset by the State of Wisconsin.

- 22 ADDENDUM: Additional conditions are attached as Exhibit A, as part of the federal Grant Agreement No. CU-00E52814 funding this award. It is the responsibility of the agency to determine which, if any, of the Federal Administrative Conditions in Exhibit A may be relevant to the agency or their sub awards, and to apply them accordingly.

The undersigned, as representatives of their respective agencies, hereto agree to this agreement.

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES

3/22/2024 | 12:18 PM CDT
Date: _____

DocuSigned by:

By: 7A5DFE3497144B5...
Steven Little, Deputy Secretary

WASHINGTON OZAUKEE COUNTY
HEALTH DEPARTMENT

Date: _____

By: _____
Kim Buechler, Director

Attachment: Public Health (RES.24-7 : INC REV)

2024 BEACH MONITORING SCOPE OF WORK
WASHINGTON OZAUKEE COUNTY HEALTH DEPARTMENT

DESCRIPTION OF WORK

The Wisconsin Beach Monitoring Program was developed in accordance with the current BEACH Act grant guidance, the federal grant that provides the funding for this work. The official beach season begins at the Memorial Day holiday weekend (May 24, 2024) and extends through Labor Day (September 3, 2024). The beach list was developed in consultation with the Washington Ozaukee County Health Department, the Parks and Recreation Bureau at WDNR, and public comments. The DNR Beach Program Coordinator should be notified promptly of any changes to the list or necessary reductions in the monitoring frequency (e.g. unsafe conditions).

The designated contacts are:

- Agency -

Hannah Kuehn, Business Manager

Washington Ozaukee County Health Department

121 W. Main Street

P.O. Box 994

Port Washington, WI 53074

262-284-8182

hannah.kuehn@washozwi.gov
- Chris Berg, Environmental Health

262-335-4462

Chris.berg@washozwi.gov
- Abby Freeland, Sanitarian

262-335-4462

abigail.freeland@washozwi.gov
- DNR -

Diane Packett, Wisconsin Beach Program Coordinator

Wisconsin Department of Natural Resources

Office of Great Waters, OGW/3

P.O. Box 7921

Madison, WI 53707

608-640-7511

DNRBeachHealth@wisconsin.gov

Attachment: Public Health (RES.24-7 : INC REV)

The Agency must participate in a manner to ensure that the following work is completed in a timely manner:

- (1) Monitoring will occur at the following beaches at least at the minimum frequency using approved sampling techniques and analytical methods as specified in Wisconsin’s BEACH Program Quality Assurance Project Plan. A minimum of 168 samples should be collected within the 14-week beach season if weather conditions and personal safety permit.

Ozaukee County Beaches		
Beach Name	Beach ID	Minimum Number of Samples
Concordia University Beach	WI135037	1 x weekly
Harrington Beach State Park Beach – North	WI789237	2 x weekly (2 locations)
Harrington Beach State Park Beach – South	WI367981	2 x weekly (2 locations)
North Beach (Upper Lake Park) Beach	WI652173	1 x weekly
South Beach	WI517895	2 x weekly
Jay Rd	WI926427	Voluntary
Lions Den Gorge Nature Preserve	WI750163	Voluntary

<i>Beach Name</i>	<i>Beach ID</i>	<i>Minimum Number of Samples</i>
Pebble Beach Rd Ozaukee	WI727293	Voluntary
Sandy Beach Rd	WI944539	Voluntary
Silver Rd	WI922794	Voluntary
Virmond County Park	WI624360	Voluntary

- (2) Sample collection will include *E. coli*, and at least the following routine sanitary survey parameters: water clarity (turbidity is optional addition), wave height, weather conditions (e.g. cloud cover, wind, etc.), water temperature, gull and other animal counts and algae on the beach and in the water. Data will be promptly entered into the Wisconsin Beach Health database each day where sample collection occurs.
- (3) Performance of a full annual sanitary survey is reimbursable for each monitored beach, and for each non-monitored beach as approved in advance by the Department's BEACH Coordinator, up to the amount estimated by the jurisdiction prior to the start of beach season. In order for costs to be reimbursed, the report of survey results, including but not limited to the information requested by the [EPA Full Annual Sanitary Survey](#), will be delivered to the Beach Program Coordinator before October 31, 2024.
- (4) The Department may grant permission to analyze for *E. coli* by qPCR to supplement or to develop comparison relationships between results with the approved EPA culture methods provided that there is a beach-specific performance demonstration, the analyses are performed by a qualified laboratory, an acceptable plan for its use including a standard operating procedure is provided to the Department's Beach Program Coordinator and its use is acceptable to the Department and EPA.
- (5) Sampling and analyses to investigate the source of the contamination are reimbursable, contingent upon the prior performance of a full annual sanitary survey. Requests and approvals should be obtained in advance and will be documented in writing.
- (6) Nowcast development or implementation in accordance with "Best Practices for Operating and Maintaining Water Quality Nowcasts" (www.seagrant.wisc.edu/virtualbeach/#Guidance) is reimbursable. Operational Nowcast has been implemented as indicated in the table above. Decision criteria for using the Nowcast have been developed in collaboration with the Nowcast developer and written documentation provided to the Beach Program Coordinator. Decision criteria may be adjusted based on model performance. Any revisions to these criteria must be documented and submitted to the Beach Program Coordinator.

The Agent will implement beach management processes and procedures that optimize the use of Nowcasting, site-specific information and analytical monitoring with the goal of providing timely public notifications of beach conditions and minimizing decision errors about the beach status. Nowcasting or other site-specific information (e.g. sanitary survey information) may be used alone or in combination with monitoring to determine potential for exceedance of the water quality criteria. Nowcasting or re-sampling will be conducted as soon as is practical after receiving sample results of an exceedance at the advisory level. Advisory status decisions based on the Nowcast or other model will report this as the reason.

If an operational Nowcast is in place at a beach, decisions about public notifications may be based on the Nowcast alone. (e.g. an advisory or closure may be posted without sampling). Note that to maintain predictive capacity and the ability to verify calibration of the Nowcast, routine monitoring will be necessary so sampling schedule should not be biased to days when an exceedance is predicted.

If Nowcast or qPCR are operational at a beach and conflicting results obtained, the results will be interpreted by the beach manager based on experience at the beach, sanitary survey results, and potential for false positive or false negative.

- (7) If traditional monitoring is the basis for declaring an advisory and circumstances do not warrant or permit resampling within 24 hours following an exceedance, then a beach advisory or closure will remain in place until next sampling event with the reason for closure listed as "Policy". If an operational Nowcast is in use for the beach, decision rules in place for assessing conditions from the Nowcast indicates improved conditions, and sanitary survey information or other experience at the beach supports the assessment of improved conditions, then the beach notification may be adjusted (reduced from closure to advisory or advisory to open) or be re-opened. Beach managers should resample as soon as practical/feasible following a beach closure.
- (8) Any anticipated deviations from the scheduled sampling frequency should be discussed with the Beach Program Coordinator and must be explained in writing in advance of altering the schedule. Should a catastrophic event or natural disaster occur that necessitates closing a beach for an extended period, the Beach Program Coordinator should be notified as soon as practical so appropriate posting and notices can be arranged for the Beach Health website.
- (9) Timely public notifications of beach conditions will include updating advisory status on the Beach Health web application and posting appropriate signs or colored flags at the beach. Additional public notification mechanisms or social media may be used at the discretion of the local community. Procedural modifications may be made in consultation with the Wisconsin Beach Program Coordinator. DNR will make a limited supply of signs available or provide templates for printing locally (see below).
- (10) Nowcast water quality determinations and data entry of sample results (including sanitary survey parameters and voluntary monitoring) into the Beach Health Database will be conducted promptly. Nowcast results are expected to be entered no later than 10:30 am on the day they are generated. Sample results are expected to be entered on the day they are received but no later than 8:30 a.m. the following morning.
- (11) Beach locational information (beginning and ending latitude and longitude) will be verified at beaches where monitoring is occurring. Changes to coordinates or beach lengths will be reported to the Beach Program Coordinator.

Budgeted Funds:

Expenditures	Description	Quantity	Unit	Cost/Unit	Sub.Total
Travel		1400	Miles	\$0.67	\$937
Analytical			Tests	\$0.00	\$ -
Laboratory Supplies	Colilert-18/Quanti-Trays/Q-T Comparator, Bacteria Bottles				\$2,300
Labor	Sampling Staff Time	140	Hours	\$31.84	\$4,458
	Data Entry Time	40	Hours	\$31.84	\$1,274
	Other: Manager	40	Hours	\$42.41	\$1,696
Misc Supplies	Ice		Bags	\$0.00	\$ -
	Other: (Describe)			\$0.00	\$ -
Nowcast/Modeling				\$0.00	\$ -
Full Sanitary Survey of beaches				\$0.00	\$ -
Other: (Describe)				\$0.00	\$ -
Estimate Cost for Reporting Period:					\$ 10,665

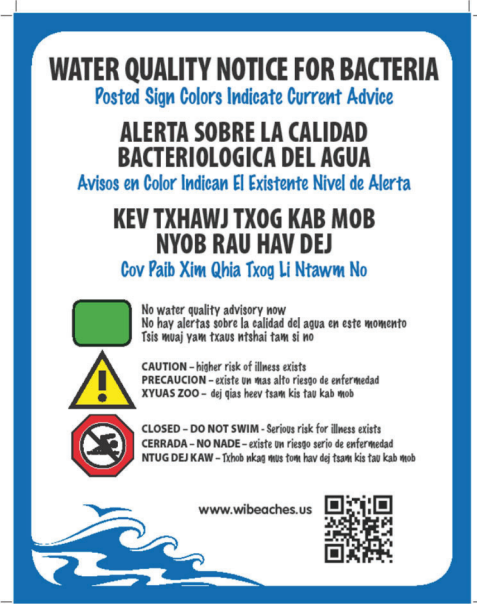
Final invoices must be submitted no later than November 30, 2024. *Report expenditures using electronic forms provided.* Costs incurred after April 1, 2024, for supplies and model calibration associated with the 2024 beach season may be eligible for reimbursement. If the work will be subcontracted out, copies of the contract and payment requests from the subcontractor must be provided. The subcontractor's payment request must include the information requested in the expenditure report form provided by DNR.

Expenses that are reported in the "Other" category should be confirmed with the Beach Program Coordinator. Beach restoration activities are not eligible expenses. Examples of BEACH grant related expenditures include but are not limited to:

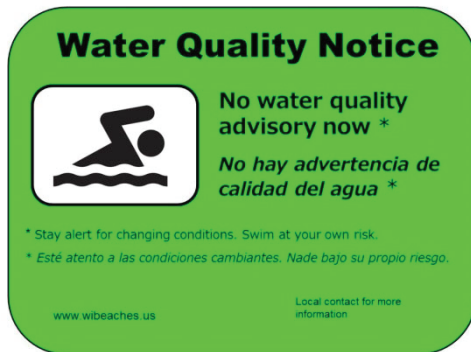
- Supplies associated with sampling or analysis
- Sanitary survey activities and supplies
- Development of predictive models including calibration and validation
- Implementation of qPCR
- Travel expenses for Great Lakes Beach Association Conference
- Beach Workgroup meetings

Any special projects funded through BEACH Act grant should be attached to the Expenditure Report unless other arrangements are made with the Beach Program Coordinator.

Wisconsin Beach Program Signage



General sign describing possible levels of advisory. This sign is designed to be used at every monitored beach in conjunction with colored signs or flags



Green sign for use when the beach is open –
Nowcast or E coli concentrations $\leq$ 235
CFU/100 mL



Yellow sign for use when E coli concentrations > 235 CFU/100 mL but < 1000 CFU/ 100 mL or other conditions that indicate health advice is needed



Red sign for use when the beach is closed – E coli concentrations > 1000 CFU/100 mL or unsafe swimming conditions exist

Exhibit A

CU - 00E52814 - 0 Page 4

Administrative Conditions**General Terms and Conditions**

The recipient agrees to comply with the current EPA general terms and conditions available at:
<https://www.epa.gov/grants/epa-general-terms-and-conditions-effective-october-1-2022-or-later>.

These terms and conditions are in addition to the assurances and certifications made as a part of the award and the terms, conditions, or restrictions cited throughout the award.

The EPA repository for the general terms and conditions by year can be found at:
<https://www.epa.gov/grants/grant-terms-and-conditions#general>.

A. Correspondence Condition

The terms and conditions of this agreement require the submittal of reports, specific requests for approval, or notifications to EPA. Unless otherwise noted, all such correspondence should be sent to the following email addresses:

Federal Financial Reports (SF-425): rtpfc-grants@epa.gov and young.robert@epa.gov
MBE/WBE reports (EPA Form 5700-52A): **Michael Tukes at tukes.michael@epa.gov and Robert Young at young.robert@epa.gov**

All other forms/certifications/assurances, Indirect Cost Rate Agreements, Requests for Extensions of the Budget and Project Period, Amendment Requests, Requests for other Prior Approvals, updates to recipient information (including email addresses, changes in contact information or changes in authorized representatives) and other notifications: **Michael Mora at Mora.Michael@epa.gov and Robert Young at young.robert@epa.gov**

Payment requests (if applicable): **Michael Mora at Mora.Michael@epa.gov**

Quality Assurance documents, workplan revisions, equipment lists, programmatic reports and deliverables: **Michael Mora at Mora.Michael@epa.gov**

B. Pre-Award Costs

In accordance with 40 CFR 35.113 Subpart A, the grantee may charge pre-award costs (both Federal and non-Federal matching shares) incurred from **7/1/2023** to the actual award date provided that such costs were contained in the approved application and all costs are incurred within the approved budget period.

Programmatic Conditions**Grant-Specific Programmatic Terms and Conditions****A. PERFORMANCE REPORTING AND FINAL PERFORMANCE REPORT****Performance Reports – Content**

In accordance with 2 CFR 200.329, the recipient agrees to submit performance reports that include brief information on each of the following areas: 1) A comparison of actual

Attachment: Public Health (RES.24-7 : INC REV)

accomplishments to the outputs/outcomes established in the assistance agreement work plan for the period; 2) The reasons why established outputs/outcomes were not met; and 3) Additional pertinent information, including, when appropriate, analysis and explanation of cost overruns or high-unit costs.

Additionally, the recipient agrees to inform EPA as soon as problems, delays, or adverse conditions which will materially impair the ability to meet the outputs/outcomes specified in the assistance agreement work plan are known.

Moreover the report must specifically address the previous year's beach season summarizing program activities, budget, and deliverables, including:

1. Summary of monitoring results and notification (beach action days) of the 2023 and 2024 beach season.
2. Consistency with beach program performance criteria including updates to and changes in the lists of beaches and the tiered monitoring plan.
3. Other deliverables specified in the workplan.

Performance Reports - Frequency

The recipient agrees to submit **annual** performance reports electronically to the EPA Project Officer within 90 days after the annual reporting period ends on 7/1. The recipient must submit the final performance report no later than 120 calendar days after the end date of the period of performance.

Data Submission

The recipient will provide by January 31 electronic submissions of monitoring and notification data for the previous year consistent with the recipient's data submission plan, EPA's *National Beach Guidance and Required Performance Criteria for Grants: 2014 Edition*, and instructions on <https://www.epa.gov/beach-tech/submitting-beach-data-epa>.

Subaward Performance Reporting

The recipient must report on its subaward monitoring activities under 2 CFR 200.332(d). Examples of items that must be reported if the pass-through entity has the information available are:

1. Summaries of results of reviews of financial and programmatic reports.
2. Summaries of findings from site visits and/or desk reviews to ensure effective subrecipient performance.
3. Environmental results the subrecipient achieved.
4. Summaries of audit findings and related pass-through entity management decisions.
5. Actions the pass-through entity has taken to correct deficiencies such as those specified at 2 CFR 200.332(e), 2 CFR 200.208 and the 2 CFR Part 200.339 Remedies for

Noncompliance.

Note: EPA Project Officers may customize this reporting requirement based on programmatic information needs.

B. Cybersecurity Condition

State Grant Cybersecurity

(a) The recipient agrees that when collecting and managing environmental data under this assistance agreement, it will protect the data by following all applicable State law cybersecurity requirements.

(b) (1) EPA must ensure that any connections between the recipient's network or information system and EPA networks used by the recipient to transfer data under this agreement, are secure.

For purposes of this Section, a connection is defined as a dedicated persistent interface between an Agency IT system and an external IT system for the purpose of transferring information. Transitory, user-controlled connections such as website browsing are excluded from this definition.

If the recipient's connections as defined above do not go through the Environmental Information Exchange Network or EPA's Central Data Exchange, the recipient agrees to contact the EPA Project Officer (PO) and work with the designated Regional/Headquarters Information Security Officer to ensure that the connections meet EPA security requirements, including entering into Interconnection Service Agreements as appropriate. This condition does not apply to manual entry of data by the recipient into systems operated and used by EPA's regulatory programs for the submission of reporting and/or compliance data.

(2) The recipient agrees that any subawards it makes under this agreement will require the subrecipient to comply with the requirements in (b)(1) if the subrecipient's network or information system is connected to EPA networks to transfer data to the Agency using systems other than the Environmental Information Exchange Network or EPA's Central Data Exchange. The recipient will be in compliance with this condition: by including this requirement in subaward agreements; and during subrecipient monitoring deemed necessary by the recipient under 2 CFR 200.332(d), by inquiring whether the subrecipient has contacted the EPA Project Officer. Nothing in this condition requires the recipient to contact the EPA Project Officer on behalf of a subrecipient or to be involved in the negotiation of an Interconnection Service Agreement between the subrecipient and EPA.

C. QUALITY ASSURANCE

Authority: Quality Assurance applies to all assistance agreements involving environmental information as defined in [2 C.F.R. § 1500.12](#) Quality Assurance.

The recipient shall ensure that subawards involving environmental information issued under this agreement include appropriate quality requirements for the work. The recipient shall ensure sub-award recipients develop and implement **the** Quality Assurance (QA) planning

documents in accordance with this term and condition; and/or ensure sub-award recipients implement all applicable approved QA planning documents.

For Reference:

[EPA QA/R-2: EPA Requirements for Quality Management Plans](#) and [EPA QA/R-5: EPA Requirements for Quality Assurance Project Plans](#); contain quality specifications for EPA and non-EPA organizations and definitions applicable to these terms and conditions. [EPA QA/G-5: Guidance for Quality Assurance Project Plans](#), Appendix C provides a QAPP Checklist.

[EPA's Quality Program](#) website has a [list of QA managers](#), and [Quality Specifications for non-EPA Organizations to do business with EPA](#).

The [Office of Grants and Debarment Quality Assurance Requirements](#).

D. Geospatial Data Standards

All geospatial data created must be consistent with Federal Geographic Data Committee (FGDC) endorsed standards. Information on these standards may be found at <https://www.fgdc.gov/>.

E. Use of Logos

If the EPA logo is appearing along with logos from other participating entities on websites, outreach materials, or reports, it must **not** be prominently displayed to imply that any of the recipient or subrecipient's activities are being conducted by the EPA. Instead, the EPA logo should be accompanied with a statement indicating that the State of Wisconsin received financial support from the EPA under an Assistance Agreement. More information is available at: <https://www.epa.gov/stylebook/using-epa-seal-and-logo#policy>

F. Competency Policy

Competency of Organizations Generating Environmental Measurement Data

In accordance with Agency Policy Directive Number FEM-2012-02, [Policy to Assure the Competency of Organizations Generating Environmental Measurement Data under Agency-Funded Assistance Agreements](#),

Recipient agrees, by entering into this agreement, that it has demonstrated competency prior to award, or alternatively, where a pre-award demonstration of competency is not practicable, Recipient agrees to demonstrate competency prior to carrying out any activities under the award involving the generation or use of environmental data. Recipient shall maintain competency for the duration of the project period of this agreement and this will be documented during the annual reporting process. A copy of the Policy is available online at <https://www.epa.gov/sites/production/files/2015-03/documents/competency-policy-aaia-new.pdf> or a copy may also be requested by contacting the EPA Project Officer for this award.

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE: May 28, 2024
DEPARTMENT: County Clerk
DIRECTOR: Karen Niemuth
PREPARER: Tyler Quaas

Agenda Summary Increase of Revenue Budget Amendment 2024 Lead in Water Testing and Remediation Initiative

BACKGROUND INFORMATION: The Health Department was granted a starting amount of \$49,200 by DHS to initiate a lead-in-water testing and remediation partnership for licensed childcare and Early Head Start facilities in both counties. The Health Department will work to enroll childcare facilities in the Wisconsin Lead-in WTR Initiative in conjunction with our existing childhood lead poisoning campaign, providing informational materials for childcare staff and families about the dangers of childhood lead poisoning and offering free water testing (supplies provided by the State) for each facility as outlined in the attached scope of work. DHS agrees to reimburse the health department \$1200 per facility to cover staff time for completion of water testing.

ANALYSIS: The health department set a goal in conjunction with DHS to register and complete testing for at least 50% of licensed facilities in Washington and Ozaukee Counties (41 facilities, equivalent to \$49,200). If additional facilities agree to participate, additional funds can be requested at a later date. The health department is currently requesting approval to add the anticipated revenue for 50% of licensed facilities, to be completed in 2024.

FISCAL IMPACT: \$49,200

Balance Current Year: \$49,200

Next Year's Estimated Cost: \$0

FUNDING SOURCE:

County Levy: \$0

Non-County Levy: \$49,200

Indicate source: WI DHS

RECOMMENDED MOTION: Approve

Attachment: Public Health (RES.24-7 : INC REV)

**Wisconsin Department of Health Services
Contract Centralization Legal Review**

Agreement Number: **435100-G24-LeadTestRem-28**

Bureau of Procurement and Contracting (BPC) Review:

☒ This agreement uses a BPC template with Office of Legal Counsel (OLC) approved language.

☐ This agreement uses intergovernmental cooperative purchasing.

OLC Review Required:

☐ This agreement does not use a BPC template with Office of Legal Counsel (OLC) approved language or uses a BPC template with requested language changes.

Description:

Please indicate any information that will help the OLC reviewer recall the result of the review of this document.

Office of Legal Counsel (OLC) Review and Approval:

☒ This agreement has been reviewed for form and approved by the Wisconsin Department of Health Services Office of Legal Counsel.

DocuSigned by:

Cody Wagner

Name: Cody Wagner

Title: Office of Legal Counsel

5/13/2024

Date Signed

Attachment: Public Health (RES.24-7 : INC REV)

Bureau of Procurement and Contracting
Procurement Authority Review
(Not required for CARS/GEARS agreements)

Submitting division: DPH

Division submitter: Madelyn Reinagel

Procurement authority:

- ☐ Request for Bid (provide solicitation#):
- ☐ Request for Proposal (provide solicitation#):
- ☐ Request for Services
- ☐ Waiver (provide waiver#):
- ☐ Simplified Bid
- ☐ Interagency
- ☒ Grant exemption (provide GE#): 31
- ☐ Other (describe):

Appropriation (if applicable): 15000

Attachment: Public Health (RES.24-7 : INC REV)



GRANT AGREEMENT
between the
State of Wisconsin Department of Health Services
and
Washington Ozaukee Public Health Department
for
Lead-in-Water Testing and Remediation Initiative

DHS Grant Agreement No.: 435100-G24-LeadTestRem-28

DPH Contract No.: 64090

Agreement Amount: \$49,200

Agreement Term Period: 04/01/2024 to 09/30/2024

DHS Division: Division of Public Health

DHS Grant Administrator: Madelyn Reinagel

DHS Telephone: 608-266-0381

DHS Email: madelyn.reinagel@dhs.wisconsin.gov

Grantee Grant Administrator: Hannah Kuehn

Grantee Telephone: 262-284-8170

Grantee Email: Hannah.kuehn@washozwi.gov

Grantee Unique Entity Identifier (UEI) Name:

Grantee Unique Entity Identifier (UEI) Number:

Grantee Supplier ID: 0000071937

DHS and the Grantee acknowledge that they have read the Agreement and the attached documents, understand them and agree to be bound by their terms and conditions. Further, DHS and the Grantee agree that the Agreement and the exhibits and documents incorporated herein by reference are the complete and exclusive statement of agreement between the parties relating to the subject matter of the Agreement and supersede all proposals, letters of intent or prior agreements, oral or written and all other communications and representations between the parties relating to the subject matter of the Agreement. DHS reserves the rights to reject or cancel Agreements based on documents that have been altered. This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature exceeds sixty (60) days, unless waived by DHS.

State of Wisconsin
Department of Health Services

Authorized Representative

Name: _____

Title: _____

Signature: _____

Date: _____

Grantee

Entity Name: _____

Authorized Representative

Name: Kim Buechler

Title: Director/Health Officer

Signature: _____

Date: _____

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1. DEFINITIONS

Words and terms will be defined by their ordinary and usual meanings. Unless negotiated otherwise by the parties, where capitalized, the following words and terms will be defined by the meanings indicated. The meanings are applicable to the singular, plural, masculine, feminine and neuter of the words and terms.

Agency: an office, department, agency, institution of higher education, association, society or other body in State of Wisconsin government created or authorized to be created by the Wisconsin State Constitution or any law, which is entitled to expend monies appropriated by law, including the Legislature and the courts.

Assistance Listing: refers to the publicly available listing of Federal assistance programs managed and administered by the General Services Administration, formerly known as the Catalog of Federal Domestic Assistance (CFDA), pursuant to 2 C.F.R. § 200.1.

Business Associate: pursuant to 45 C.F.R. § 160.103, a business associate includes:

- (i) A health information organization, e-prescribing gateway, or other person that provides data transmission services with respect to protected health information to a covered entity and that requires access on a routine basis to such protected health information.
- (ii) A person that offers a personal health record to one or more individuals on behalf of a covered entity.
- (iii) A subcontractor that creates, receives, maintains, or transmits protected health information on behalf of the business associate.

Business Day: any day on which the State of Wisconsin is open for business, generally Monday through Friday unless otherwise specified in this Agreement.

Confidential Information: all tangible and intangible information and materials being disclosed in connection with this Agreement, in any form or medium without regard to whether the information is owned by the State of Wisconsin or by a third party, which satisfies at least one (1) of the following criteria: (i) Personally Identifiable Information; (ii) Protected Health Information under HIPAA, 45 C.F.R. § 160.103; (iii) non-public information related to DHS' employees, customers, technology (including databases, data processing and communications networking systems), schematics, specifications, and all information or materials derived therefrom or based thereon; or (iv) information expressly designated as confidential in writing by DHS. Confidential Information includes all information that is restricted or prohibited from disclosure by state or federal law.

Day: calendar day unless otherwise specified in this Agreement.

DHS: Department of Health Services.

Grant Administrator: individual(s) responsible for ensuring all steps in the grant administration process are completed, including drafting grant language, negotiating grant terms, and monitoring the granted entity's performance.

Personally Identifiable Information: an individual's last name and the individual's first name or first initial, in combination with and linked to any of the following elements, if that element is not publicly available information and is not encrypted, redacted, or altered in any manner that renders the element unreadable: (a) the individual's Social Security number; (b) the individual's driver's license number or state identification number; (c) the number of the individual's financial account, including a credit or debit card account number, or any security code, access code, or password that would permit access to the individual's financial account; (d) the individual's DNA profile; or (e) the individual's unique biometric data, including fingerprint, voice print, retina or iris image, or any other unique physical representation, and any other information protected by state or federal law.

Protected Health Information (PHI): health information, including demographic information, created, received, maintained, or transmitted in any form or media by the Business Associate, on behalf of the Covered Entity, where such information relates to the past, present, or future physical or mental health or condition of an individual, the

provision of health care to an individual, or the payment for the provision of health care to an individual, that identifies the individual or provides a reasonable basis to believe that it can be used to identify an individual.

Publicly Available Information: any information that an entity reasonably believes is one of the following: a) lawfully made widely available through any media; b) lawfully made available to the general public from federal, state, or local government records or disclosures to the general public that are required to be made by federal, state, or local law.

2. ORDER OF PRECEDENCE

This Agreement and the following documents incorporated by reference into the Agreement constitute the entire agreement of the parties and supersedes all prior communications, representations or agreements between the parties, whether oral or written. Any conflict or inconsistency will be resolved by giving precedence in the following descending order:

1. The Business Associate Agreement (BAA) if applicable.
2. The terms of this Agreement.
3. Any and all exhibits or appendices to this Agreement.

3. PARTIES

This is a grant agreement between the state agency responsible for overseeing the coordination and integration of social service programs and the Grantee listed below.

- A. The Wisconsin State Agency is: The State of Wisconsin Department of Health Services (DHS).
DHS' principal business address is: 1 West Wilson Street, Room 139, Madison, Wisconsin 53703.
- B. The Grantee is: Washington Ozaukee Public Health Department
The Grantee's principal business address is: 121 W Main Street., PO Box 994

4. PURPOSE AND SCOPE

This Grant Agreement (Agreement) and Exhibit(s) describe the terms and conditions under which the Grantee receives an award from DHS to carry out part of a state and/or federal program.

The Grantee agrees to provide goods and/or care and services consistent with the purposes and conditions of the objectives that it has agreed to attain within the Agreement period as referred to in the attached exhibit(s).

4.1 List of Exhibits

Exhibit 1: Scope of Work

5. CONTACT INFORMATION

DHS Grant Administrator

Grant Administrator Name: **Madelyn Reinagel**

Telephone: **608-266-0381**

Email: **madelyn.reinagel@dhs.wisconsin.gov**

Grantee Grant Administrator

Grant Administrator Name: **Hannah Kuehn**

Telephone: **262-284-8170**

Email: **hannah.kuehn@washozwi.gov**

DHS will mail legal notices to the Grantee's Grant Administrator at the address identified in Section 3, unless otherwise notified by the Grantee.

6. PAYMENT FOR GRANT AWARD

Invoices presented for payment must be submitted in accordance with instructions contained on the purchase order including reference to purchase order number and submittal to the correct address for processing.

Attachment: Public Health (RES.24-7 : INC REV)

- A. *Prompt Payment Law*: DHS shall pay properly submitted Supplier invoices within thirty (30) days of receipt, providing that the services to be provided to DHS have been delivered, rendered, or installed (as the case may be), and accepted as specified in this Agreement and all documents incorporated herein by reference. A good faith dispute in regard to an invoice creates an exception to prompt payment pursuant to Wis. Stat. § 16.528
- B. *State Tax Exemption*: DHS is exempt from payment of Wisconsin sales or use tax on all purchases.
- C. *Payment Offsets for Grantee's Delinquency*: The State of Wisconsin may offset payments made to the Grantee under this Agreement in an amount necessary to satisfy a certified or verifiable delinquent payment owed to the State or any state or local unit of government. DHS reserves the right to cancel this Agreement as provided in Agreement Cancellation, if the delinquency is not satisfied by the offset or other means during the Agreement term.
- D. *Refund of Credits*: DHS may request a refund of credits owed at any time. Grantee agrees to refund credits owed within sixty (60) days of DHS's request.

7. REPORTING

- A. The Grantee shall comply with DHS' program reporting requirements as specified in the Scope of Work.
- B. The required reports shall be forwarded to DHS Grant Administrator according to the schedule established by DHS.

8. FEDERAL AND STATE RULES AND REGULATIONS

- A. The Grantee agrees to meet state and federal laws, rules, regulations, and program policies applicable to this Agreement.
- B. The Grantee will act solely in its independent capacity and not as an employee of DHS. The Grantee shall not be deemed or construed to be an employee of DHS for any purpose.
- C. The Grantee agrees to comply with Public Law 103-227, also known as the Pro-Children Act of 2001, which prohibits tobacco smoke in any portion of a facility owned, leased, or granted for or by an entity that receives federal funds, either directly or through the state, for the purpose of providing services to children under the age of 18.
- D. Pursuant to 2021 Wisconsin Executive Order 122, use of state funds for conversion therapy is expressly disallowed. 'Conversion therapy' does not include: any practice or treatment that provides acceptance, support, or understanding to an individual, or any practice or treatment that facilitates an individual's coping, social support, or identity exploration and development, so long as such practices or treatments do not seek to change sexual orientation or gender identity; any practice or treatment that is neutral with regard to sexual orientation or gender identity and that seeks to prevent or address unlawful conduct or unsafe practices, or any practice or treatment that assists an individual seeking to undergo a gender transition or who is in the process of undergoing a gender transition.
- E. Pursuant to 2023 Executive Order 184, grantee agrees it does not sell any products prohibited in the Order. In addition, grantee agrees that in fulfillment of its responsibilities under the Contract that no subcontractor relationship exists that would violate the prohibitions outlined in the Order.
- F. If federally funded, pursuant to 2 C.F.R. §200.322, the requirements of 2 C.F.R. §200.322 must be included in this award. The following clauses are hereby incorporated into this Contract and are enforceable as if restated herein in their entirety by reference to the following link:
https://www.govregs.com/regulations/title2_chapterII_part200_subpartD_subjgrp29_section200.322

9. AFFIRMATIVE ACTION

Pursuant to 2019 Wisconsin Executive Order 1, contractor agrees it will hire only on the basis of merit and will not discriminate against any persons performing a contract, subcontract or grant because of military or veteran status, gender identity or expression, marital or familial status, genetic information or political affiliation.

As required by Wisconsin's Contract Compliance Law, Wis. Stat. § 16.765 and Wis. Admin. Code § Adm 50.04, the Grantee must agree to equal employment and affirmative action policies and practices in its employment programs:

The Grantee agrees to make every reasonable effort to develop a balance in either its total workforce or in the project-related workforce that is based on a ratio of work hours performed by handicapped persons, minorities, and women

except that, if the department finds that the Grantee is allocating its workforce in a manner which circumvents the intent of this chapter, the Department may require the Grantee to attempt to create a balance in its total workforce. The balance shall be at least proportional to the percentage of minorities and women present in the relevant labor markets based on data prepared by the Wisconsin Department of Workforce Development (DWD), the Office of Federal Contract Compliance Programs or by another appropriate governmental entity. In the absence of any reliable data, the percentage for qualified handicapped persons shall be at least 2% for whom a Grantee must make a reasonable accommodation.

The Grantee must submit an Affirmative Action Plan within fifteen (15) working days of the signed Agreement. Exemptions exist, and are noted in the Instructions for Grantees posted on the following website under DOA-3021P: <https://doa.wi.gov/Pages/SBOPForms.aspx>.

The Grantee must submit its Affirmative Action Plan or request for exemption from filing an Affirmative Action Plan to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

10. CIVIL RIGHTS COMPLIANCE

As required by Wis. Stat. § 16.765, in connection with the performance of work under this Agreement, the Grantee agrees not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. § 51.01(5), sexual orientation 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 pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee further agrees to take affirmative action to ensure equal employment opportunities. The Grantee agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the contracting officer setting forth the provisions of the nondiscrimination clause.

The Grantee must file a Civil Rights Compliance Letter of Assurance (CRC LOA) for the current compliance period, within fifteen (15) working days of the effective date of the Agreement. If the Grantee employs fifty (50) or more employees and receives at least \$50,000 in funding, the Grantee must complete a Civil Rights Compliance Plan (CRC Plan) unless the grantee meets one of the limited exceptions. The current Civil Rights Compliance Requirements and all appendices are hereby incorporated by reference into this Agreement and are enforceable as if restated herein in their entirety. The Civil Rights Compliance Requirements, including the CRC LOA form and the template and instructions for the CRC Plan can be found at <https://www.dhs.wisconsin.gov/civil-rights/requirements.htm> or by contacting:

Department of Health Services
Civil Rights Compliance
Attn: Civil Rights Compliance Officer
1 West Wilson Street, Room 651
P.O. Box 7850
Madison, WI 53707-7850
Telephone: (608) 267-4955 (Voice)
711 or 1-800-947-3529 (TTY)
Fax: (608) 267-1434
Email: DHSCRC@dhs.wisconsin.gov

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The CRC Plan must be kept on file by the Grantee and made available upon request to any representative of DHS. Civil Rights Compliance Letters of Assurances should be sent to:

Department of Health Services
Division of Enterprise Services
Bureau of Procurement and Contracting
Affirmative Action Plan/CRC Coordinator
1 West Wilson Street, Room 672
P.O. Box 7850
Madison, WI 53707
dhscontractcompliance@dhs.wisconsin.gov

The Grantee agrees to cooperate with DHS in any complaint investigations, monitoring or enforcement related to civil rights compliance of the Grantee or its Subgrantee(s) under this Agreement. DHS agrees to coordinate with the Grantee in its efforts to comply with the Grantee's responsibilities under these nondiscrimination provisions.

11. CONFIDENTIAL, PROPRIETARY, AND PERSONALLY IDENTIFIABLE INFORMATION

In connection with the performance of the work prescribed in this Agreement, it may be necessary for DHS to disclose to the Grantee certain information that is considered to be confidential, proprietary, or containing Personally Identifiable Information (Confidential Information). The Grantee shall not use such Confidential Information for any purpose other than the limited purposes set forth in this Agreement, and all related and necessary actions taken in fulfillment of the obligations herein. The Grantee shall hold all Confidential Information in confidence, and shall not disclose such Confidential Information to any persons other than those directors, officers, employees, and agents who have a business-related need to have access to such Confidential Information in furtherance of the limited purposes of this Agreement and who have been apprised of, and agree to maintain, the confidential nature of such information in accordance with the terms of this Agreement.

The Grantee shall institute and maintain such security procedures as are commercially reasonable to maintain the confidentiality of the Confidential Information while in its possession or control including transportation, whether physically or electronically. DHS may conduct a compliance review of the Grantee's security procedures to protect Confidential Information under Section 18 (Audits) of this Agreement.

The Grantee shall ensure that all indications of confidentiality contained on or included in any item of Confidential Information shall be reproduced by the Grantee on any reproduction, modification, or translation of such Confidential Information. If requested by DHS, the Grantee shall make a reasonable effort to add a proprietary notice or indication of confidentiality to any tangible materials within its possession that contain Confidential Information of DHS, as directed.

The Grantee or its employees and Subgrantees will not reuse, sell, make available, or make use in any format the data researched or compiled for this Agreement for any venture, profitable or not, outside this Agreement.

The restrictions herein shall survive the termination of this Agreement for any reason and shall continue in full force and effect and shall be binding upon the Grantee or its agents, employees, successors, assigns, Subgrantee, or any party claiming an interest in this Agreement on behalf of or under the rights of Grantee following any termination. Grantee shall advise all of their agents, employees, successors, assigns and Subgrantee which are engaged by the State of the restrictions, present and continuing, set forth herein. Grantee shall defend and incur all costs, if any, for actions that arise as a result of noncompliance by Grantee, its agents, employees, successors, assigns and Subgrantee regarding the restrictions herein.

- A. *Reporting to DHS:* Grantee shall immediately report within five (5) business days or less to DHS any use or disclosure of Confidential Information not provided for by this Agreement, of which it becomes aware, per state and federal requirements, as stated in any and all exhibits or appendices to this Agreement. Grantee shall cooperate with DHS' investigation, analysis, notification and mitigation activities, and shall be responsible for all costs incurred by DHS for those activities.
- B. *Indemnification:* In the event of a breach of this section by Grantee, Grantee shall indemnify and hold harmless DHS and any of its officers, employees, or agents from any claims arising from the acts or omissions of the

Grantee, and its Subgrantee, employees and agents, in violation of this section, including but not limited to, costs of credit monitoring and identity theft restoration coverage for one (1) year of coverage from the date the individual enrolls, of all persons whose Confidential Information was disclosed, disallowances or penalties from federal oversight agencies, and any court costs, expenses, and reasonable attorney fees, incurred by DHS in the enforcement of this section.

- C. *Equitable Relief*: The Grantee acknowledges and agrees that the unauthorized use, disclosure, or loss of Confidential Information may cause immediate and irreparable injury to the individuals whose information is disclosed and to DHS, which injury will not be compensable by money damages and for which there is not an adequate remedy available by law. Accordingly, the parties specifically agree that DHS, in its own behalf or on behalf of the affected individuals, may seek injunctive or other equitable relief to prevent or curtail any such breach, threatened or actual, without posting security and without prejudice to such other rights as may be available under this Agreement or applicable law.
- D. *Liquidated Damages*: The Grantee agrees that an unauthorized use or disclosure of Confidential Information may result in damage to the State's reputation and ability to serve the public interest in its administration of programs affected by this Agreement. Such amounts of damages which will be sustained are not calculable with any degree of certainty and thus shall be set forth herein. Assessment under this provision is in addition to other remedies under this Agreement and as provided in law or equity. DHS shall assess reasonable damages as appropriate and notify the Grantee in writing of the assessment. The Grantee shall automatically deduct any assessed damages from the next appropriate monthly invoice, itemizing the assessment deductions on the invoice. Liquidated Damages shall not exceed the following:
 1. \$1,000 for each individual whose Confidential Information was used or disclosed;
 2. \$2,500 per day for each day that the Grantee fails to substantially comply with the Corrective Action Plan under this Section
- E. *HIPAA*: The Grantee **NOT** a "Business Associate" pursuant to the definition under the Health Insurance Portability and Accountability Act (HIPAA) and the regulations promulgated thereunder specifically 45 C.F.R. § 160.103. If the parties are Business Associates, then the parties shall comply with DHS' Business Associate Agreement.

If the Grantee is a Business Associate, the Grantee agrees to comply with the Health Insurance Portability and Accountability Act, Public Law 104-191 and with the Standards for Privacy and Security of Individually Identifiable Health Information, 45 C.F.R. Parts 160 and 164 applicable to Business Associates. As defined herein, "Business Associate" shall mean the Grantee and Subgrantee and agents of the Grantee that receive, use or have access to protected health information under this Agreement and "Covered Entity" shall mean the State of Wisconsin, Department of Health Services.

In agreements for the provision of services, activities, or functions covered by the Health Insurance Portability and Accountability act of 1996 (HIPAA), the Grantee as a Business Associate must complete a Business Associate Agreement (BAA) [F-00759](#). This document must be fully executed before Agreement performance begins.

This Section shall survive the termination of the Agreement.

12. HIGH-RISK IT REVIEW

Pursuant to Wis. Stat. 16.973(13), Contractor is required to submit, via the contracting agency, to the Department of Administration for approval any order or amendment that would change the scope of the contract and have the effect of increasing the contract price. The Department of Administration shall be authorized to review the original contract and the order or amendment to determine whether the work proposed in the order or amendment is within the scope of the original contract and whether the work proposed in the order or amendment is necessary. The Department of Administration may assist the contracting agency in negotiations regarding any change to the original contract price.

13. SUBGRANT or SUBCONTRACT

- A. DHS reserves the right of approval of any Grantee's further contracts, grants, contractors, or grantees under this Agreement, and the Grantee shall report information relating to any further contract, grants, contractors, or grantees to DHS. A change in any further contractor or grantee or a change from a direct service provision to a further contractor or grantee may only be executed with the prior written approval of DHS. In addition, DHS

approval may be required regarding the terms and conditions of any further contracts or grants and the further contractor or grantee selected. Approval of any further contracts, grants, contractors, or grantees will be withheld if DHS reasonably believes that the intended further contractor or grantee will not be a responsible contractor or grantee in terms of services provided and costs billed.

- B. The Grantee retains responsibility for fulfillment of all terms and conditions of this Agreement when it enters into any further contract or grant and will be subject to enforcement of all the terms and conditions of this Agreement.

14. GENERAL PROVISIONS

- A. Any payments of monies to the Grantee by DHS for goods and/or services provided under this Agreement shall be deposited in a Federal Deposit Insurance Corporation (the "FDIC") insured bank. Any balance exceeding FDIC coverage must be collaterally secured.
- B. The Grantee shall conduct all procurement transactions in a manner that provides maximum open and free competition.
- C. If a state public official (*see* Wis. Stat. § 19.42), a member of a state public official's immediate family, or any organization in which a state public official or a member of the official's immediate family owns or controls at least a 10 percent (10%) interest is a party to this Agreement and if this Agreement involves payment of more than \$3,000 within a 12-month period, this Agreement is void unless appropriate written disclosure is made, according to Wis. Stat. § 19.45(6), before signing the Agreement. Written disclosure, if required, must be made to the State of Wisconsin Ethics Commission at:

Wisconsin Ethics Commission
PO Box 7125
Madison, WI 53707-7125
Fax: (608) 264-9319

- D. If the Grantee or Subgrantee is a corporation other than a Wisconsin corporation, it must demonstrate, prior to providing services under this Agreement, that it possesses a *Certificate of Authority* from the State of Wisconsin Department of Financial Institutions, and must have and continuously maintain a registered agent, and otherwise conform to all requirements of Wis. Stat. chs. 180 and 181 relating to foreign corporations.
- E. The Grantee agrees that funds provided under this Agreement shall be used to supplement or expand the Grantee's efforts, not to replace or allow for the release of available Grantee funds for alternative uses.

15. ACCOUNTING REQUIREMENTS

- A. The Grantee's accounting system shall allow for accounting for individual grants, permit timely preparation of expenditure reports required by DHS as contained in Section 6 of this Agreement, and support expenditure reports submitted to DHS.
- B. The Grantee shall reconcile costs reported to DHS for reimbursement or as match to expenses recorded in the Grantee's accounting or simplified bookkeeping system on an ongoing and periodic basis. The Grantee agrees to complete and document reconciliation at least quarterly and to provide a copy to DHS upon request. The Grantee shall retain the reconciliation documentation according to approved records retention requirements.
- C. Expenditures of funds from this Agreement must meet the Department's allowable cost definitions as defined in the Department's Allowable Cost Policy Manual (<https://www.dhs.wisconsin.gov/business/allow-cost-manual.htm>).

16. CHANGES IN ACCOUNTING PERIOD

- A. The Grantee shall notify DHS of any change in its accounting period and provide proof of Internal Revenue Service (IRS) approval for the change.
- B. Proof of IRS approval shall be considered verification that the Grantee has a substantial business reason for changing its accounting period.
- C. A change in accounting period shall not relieve the Grantee of the reporting or audit requirements of this Agreement. An audit meeting the requirements of this Agreement shall be submitted within ninety (90) days after the first day of the start of the new accounting period for the short accounting period and within one hundred and eighty (180) days of the close of the new accounting period for the new period. For purposes of determining audit requirements, expenses and revenues incurred during the short accounting period shall be annualized.

17. PROPERTY MANAGEMENT REQUIREMENTS

- A. Property insurance coverage will be provided by the Grantee for fire and extended coverage of any equipment funded under this Agreement which DHS retains ownership of and which is in the care, custody, and control of the Grantee.
- B. DHS shall have all ownership rights in any computer hardware supplied by DHS as a result of this Agreement. DHS shall have all ownership rights in any software or modifications thereof and associated documentation that is designed and installed or developed and installed under this Agreement. The Grantee shall have all ownership rights in any computer hardware funded under this Agreement and will have a nonexclusive, nontransferable license to use for its purposes of the software or modifications and associated documentation that is designed and/or installed under this Agreement.
- C. The Grantee agrees that if any materials are developed under this Agreement, DHS shall have a royalty-free, nonexclusive, and irrevocable right to reproduce, publish, or otherwise use and to authorize others to use such materials. Any discovery or invention arising out of, or developed in the course of, work aided by this Agreement shall be promptly and fully reported to DHS.

18. AUDITS

- A. *Requirement to Have an Audit:* Unless waived by DHS, the Grantee shall submit an annual audit to DHS if the total amount of annual funding provided by DHS (from any and all of its Divisions or subunits taken collectively) through this and other Grants is \$100,000 or more. In determining the amount of annual funding provided by DHS, the Grantee shall consider both: (a) funds provided through direct Grants with DHS; and (b) funds from DHS passed through another agency which has one or more Grants with the Grantee.
- B. *Audit Requirements:* The audit shall be performed in accordance with generally accepted auditing standards, Wis. Stat. § 46.036, Government Auditing Standards as issued by the U.S. Government Accountability Office, and other provisions specified in this agreement. In addition, the Grantee is responsible for ensuring that the audit complies with other standards and guidelines that may be applicable depending on the type of services provided and the amount of pass-through dollars received. Please reference the following audit documents for complete audit requirements:
 - 2 Code of Federal Regulations (C.F.R.), Part 200 - Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, Subpart F - Audits. The guidance also includes an Annual Compliance Supplement that details specific federal agency rules for accepting federal subawards.
 - The State Single Audit Guidelines (SSAG) expand on the requirements of 2 C.F.R. Part 200 Subpart F by identifying additional conditions that require a state single audit. Section 1.3 of the SSAG lists the required conditions.
 - DHS Audit Guide is an appendix to the SSAG and contains additional DHS-specific audit guidance for those entities who meet the SSAG requirements. It also provides guidance for those entities that are not required to have a Single Audit but need to comply with DHS subrecipient/contractor audit requirements. An audit report is due to DHS if a subrecipient/contractor receives more than \$100,000 in pass-through money from DHS as determined by Wis. Stat. § 46.036.
- C. *Source of Funding:* DHS shall provide funding information to all subrecipient/contractors for audit purposes, including the name of the program, the federal agency where the program originated, the Assistance Listing number and the percentages of federal, state and local funds constituting the agreement.
- D. *Reporting Package:* The subrecipient/contractor that is required to have a Single Audit based on 2 C.F.R. Part 200 Subpart F and the State Single Audit Guide is required to submit to DHS a reporting package which includes all of the following:
 1. General-purpose financial statements of the overall agency and a schedule of expenditures of federal and state awards, including the independent auditor's opinion on the statements and schedule.
 2. Schedule of findings and questioned costs, schedule of prior audit findings, corrective action plan and the management letter (if issued).
 3. Report on compliance and on internal control over financial reporting based on an audit performed in accordance with government auditing standards.
 4. Report on compliance for each major program and a report on internal control over compliance.
 5. Report on compliance with requirements applicable to the federal and state program and on internal control over compliance in accordance with the program-specific audit option.
 6. * DHS Cost Reimbursement Award Schedule. This schedule is required by DHS if the subrecipient/contractor is a non-profit, for-profit, a governmental unit other than a tribe, county, Chapter 51 board or school district;

if the subrecipient/contractor receives funding directly from DHS; if payment is based on or limited to an actual allowable cost basis; and if the auditee reported expenses or other activity resulting in payments totaling \$100,000 or more for all of its grant(s) or contract(s) with DHS.

7. *Reserve Schedule is only required if the subrecipient/contractor is a non-profit and paid on a prospectively set rate.
8. *Allowable Profit Schedule is only required if the subrecipient/contractor is a for-profit entity.
9. *Additional Supplemental Schedule(s) required by funding agency may be required. Check with the funding agency.

*NOTE: These schedules are only required for certain types of entities or specific financial conditions.

For subrecipient/contractors that do not meet the federal audit requirements of 2 C.F.R. Part 200 and SSAG, the audit reporting package to DHS shall include all of the above items except items 4 and 5.

- E. *Audit Due Date:* Audits that must comply with 2 C.F.R. Part 200 and the State Single Audit Guidelines are due to the granting agencies nine months from the end of the fiscal period or thirty (30) days from completion of the audit, whichever is sooner. For all other audits, the due date is six months from the end of the fiscal period unless a different date is specified within the contract or grant agreement.
- F. *Sending the Reporting Package:* Audit reports shall be sent by the auditor via email to DHSAuditors@Wisconsin.gov with "cc" to the subrecipient/auditee. The audit reports shall be electronically created pdf files that are text searchable, unlocked, and unencrypted. (Note: To ensure that pdf files are unlocked and text-searchable, do not scan a physical copy of the audit report and do not change the default security settings in your pdf creator.)
- G. *Access to Subrecipient Records:* The auditee must provide the auditor with access to personnel, accounts, books, records, supporting documentation, and other information as needed for the auditor to perform the required audit. The auditee shall permit appropriate representatives of DHS to have access to the auditee's records and financial statements as necessary to review the auditee's compliance with federal and state requirements for the use of the funding. Having an independent audit does not limit the authority of DHS to conduct or arrange for other audits or review of federal or state programs. DHS shall use information from the audit to conduct their own reviews without duplication of the independent auditor's work.
- H. *Access to Auditor's Work Papers:* The auditor shall make audit work papers available upon request to the auditee, DHS or their designee as part of performing a quality review, resolving audit findings, or carrying out oversight responsibilities. Access to working papers includes the right to obtain copies of working papers.
- I. *Failure to Comply with the Audit Requirements:* DHS may impose sanctions when needed to ensure that auditees have complied with the requirements to provide DHS with an audit that meets the applicable standards and to administer state and federal programs in accordance with the applicable requirements. Examples of situations when sanctions may be warranted include:
 1. The auditee did not have an audit.
 2. The auditee did not send the audit to DHS or another granting agency within the original or extended audit deadline.
 3. The auditor did not perform the audit in accordance with applicable standards, including the standards described in the SSAG.
 4. The audit reporting package is not complete; for example, the reporting package is missing the corrective action plan or other required elements.
 5. The auditee does not cooperate with DHS or another granting agency's audit resolution efforts; for example, the auditee does not take corrective action or does not repay disallowed costs to the granting agency.
- J. *Sanctions:* DHS will choose sanctions that suit the particular circumstances and also promote compliance and/or corrective action. Possible sanctions may include:
 1. Requiring modified monitoring and/or reporting provisions;
 2. Delaying payments, withholding a percentage of payments, withholding or disallowing overhead costs, or suspending the award until the auditee is in compliance;
 3. Disallowing the cost of audits that do not meet these standards;
 4. Conducting an audit or arranging for an independent audit of the auditee and charging the cost of completing the audit to the auditee;
 5. Charging the auditee for all loss of federal or state aid or for penalties assessed to DHS because the auditee did not comply with audit requirements;
 6. Assessing financial sanctions or penalties;
 7. Discontinuing contracting with the auditee; and/or
 8. Taking other action that DHS determines is necessary to protect federal or state pass-through funding.

- K. *Closeout Audits*: An agreement specific audit of an accounting period of less than 12 months is required when an agreement is terminated for cause, when the auditee ceases operations or changes its accounting period (fiscal year). The purpose of the audit is to close-out the short accounting period. The required close-out agreement specific audit may be waived by DHS upon written request from the subrecipient/contractor, except when the agreement is terminated for cause. The required close-out audit may not be waived when an agreement is terminated for cause.

The auditee shall ensure that its auditor contacts DHS prior to beginning the audit. DHS, or its representative, shall have the opportunity to review the planned audit program, request additional compliance or internal control testing and attend any conference between the auditee and the auditor. Payment of increased audit costs, as a result of the additional testing requested by DHS, is the responsibility of the auditee.

DHS may require a close-out audit that meets the audit requirements specified in 2 C.F.R. Part 200 Subpart F. In addition, DHS may require that the auditor annualize revenues and expenditures for the purposes of applying 2 C.F.R. Part 200 Subpart F and determining major federal financial assistance programs. This information shall be disclosed in a note within the schedule of federal awards. All other provisions in 2 C.F.R. Part 200 Subpart F- Audit Requirements apply to close-out audits unless in conflict with the specific close-out audit requirements.

19. OTHER ASSURANCES

- A. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due liabilities to the federal government, state government, or their agents for income tax withholding, Federal Insurance Contributions Act (FICA) tax, worker's compensation, unemployment compensation, garnishments or other employee related liabilities, sales tax, income tax of the Grantee, or other monies owed. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the unit of government to which the monies are owed, the expected payment date, and other related information.
- B. The Grantee shall notify DHS in writing, within thirty (30) days of the date payment was due, of any past due payment in excess of \$500 or when total past due liabilities to any one or more vendors exceed \$1,000 related to the operation of this Agreement for which DHS has reimbursed or will reimburse the Grantee. The written notice shall include the amount owed, the reason the monies are owed, the due date, the amount of any penalties or interest (known or estimated), the vendor to which the monies are owed, the expected payment date, and other related information. If the liability is in dispute, the written notice shall contain a discussion of facts related to the dispute and the information on steps being taken by the Grantee to resolve the dispute.
- C. DHS may require written assurance at the time of entering into this Agreement that the Grantee has in force, and will maintain for the course of this Agreement, employee dishonesty bonding in a reasonable amount to be determined by DHS up to \$500,000.

20. RECORDS

- A. The Grantee shall maintain written and electronic records as required by state and federal law and required by program policies.
- B. The Grantee and its Subgrantee(s) or Subcontractor(s) shall comply with all state and federal confidentiality laws concerning the information in both the records it maintains and in any of DHS' records that the Grantee accesses to provide services under this Agreement.
- C. The Grantee and its Subgrantee(s) or Subcontractor(s) will allow inspection of records and programs, insofar as is permitted by state and federal law, by representatives of DHS, its authorized agents, and federal agencies, in order to confirm the Grantee's compliance with the specifications of this Agreement.
- D. The Grantee agrees to retain and make available to DHS all program and fiscal records for six (6) years after the end of the Agreement period.
- E. The use or disclosure by any party of any information concerning eligible individuals who receive services from the Grantee for any purpose not connected with the administration of the Grantee's or DHS' responsibilities under this Agreement is prohibited except with the informed, written consent of the eligible individual or the individual's legal guardian.

21. CONTRACT REVISIONS AND/OR TERMINATION

- A. The Grantee agrees to renegotiate with DHS the terms and conditions of this Agreement or any part thereof in such circumstances as:

1. Increased or decreased volume of services.
 2. Changes required by state and federal law or regulations or court action.
 3. Increase or reduction in the monies available affecting the substance of this Agreement.
- B. Failure to agree to a renegotiated Agreement under these circumstances is cause for DHS to terminate this Agreement.
- C. *Non-Appropriation*: DHS reserves the right to cancel this Agreement in whole or in part without penalty if the Wisconsin Legislature, United States Congress, or any other direct funding entity contributing to the financial support of this contract fails to appropriate funds necessary to complete the contract.
- D. *Termination for Cause*: DHS may terminate this Agreement after providing the Grantee with thirty (30) calendar days written notice of the Grantee's right to cure a failure of the Grantee to perform under the terms of this Agreement, if the Grantee fails to so cure or commence to cure.
 The Grantee may terminate the Agreement after providing DHS a written notice, within one hundred and twenty (120) calendar days, of DHS' right to cure a failure to perform under the terms of this Agreement.
 Upon the termination of this Agreement for any reason, or upon Agreement expiration, each party shall be released from all obligations to the other party arising after the date of termination or expiration, except for those that by their terms survive such termination or expiration.
 Upon termination for cause, the Grantee shall be entitled to receive compensation for any deliverables' payments owed under the Agreement only for deliverables that have been approved and accepted by DHS.
- E. *Termination for Convenience*: Either party may terminate this Agreement at any time, without cause, by providing a written notice. DHS must notify the Grantee at least forty-five (45) calendar days prior to the desired date of termination for convenience. The Grantee must notify DHS at least one hundred and twenty (120) calendar days prior to the desired date of termination for convenience- during this notification period, the Grantee will continue providing services in accordance with the Agreement requirements.
 In the event of termination for convenience, the Grantee shall be entitled to receive compensation for any fees owed under the Agreement and shall also be compensated for partially completed services. In this event, compensation for such partially completed services shall be no more than the percentage of completion of the services requested, at the sole discretion of DHS, multiplied by the corresponding payment for completion of such services as set forth in the Agreement. Alternatively, at the sole discretion of DHS, the Grantee may be compensated for the actual service hours provided. DHS shall be entitled to a refund for goods or services paid for but not received or implemented, such refund to be paid within thirty (30) days of written notice to the Grantee requesting the refund.
- F. *Cancellation*: DHS reserves the right to immediately cancel this Agreement, in whole or in part, without penalty and without an opportunity for Grantee to cure if the Grantee:
1. Files a petition in bankruptcy, becomes insolvent, or otherwise takes action to dissolve as a legal entity;
 2. Allows any final judgment not to be satisfied or a lien not to be disputed after a legally-imposed, thirty (30)-day notice;
 3. Makes an assignment for the benefit of creditors;
 4. Fails to follow the sales and use tax certification requirements of Wis. Stat. § 77.66;
 5. Incurs a delinquent Wisconsin tax liability;
 6. Fails to submit a non-discrimination or affirmative action plan as required herein;
 7. Fails to follow the non-discrimination or affirmative action requirements of subch. II, Chapter 111 of the Wisconsin Statutes (Wisconsin's Fair Employment Law);
 8. Becomes a federally debarred Grantee;
 9. Is excluded from federal procurement and non-procurement Agreements;
 10. Fails to maintain and keep in force all required insurance, permits and licenses as provided in this Agreement;
 11. Fails to maintain the confidentiality of DHS' information that is considered to be Confidential Information, proprietary, or containing Personally Identifiable Information; or
 12. Grantee performance threatens the health or safety of a state employee or state customer.

22. NONCOMPLIANCE AND REMEDIAL MEASURES

- A. Failure to comply with any part of this Agreement may be considered cause for revision, suspension, or termination of this Agreement. Suspension includes withholding part or all of the payments that otherwise would be paid to the Grantee under this Agreement, temporarily having others perform and receive reimbursement for the services to be provided under this Agreement, and any other measure DHS determines is necessary to protect the interests of the State.

- B. The Grantee shall provide written notice to DHS of all instances of noncompliance with the terms of this Agreement by the Grantee or any of its Subgrantees or Subcontractors, including noncompliance with allowable cost provisions. Notice shall be given as soon as practicable but in no case later than thirty (30) days after the Grantee became aware of the noncompliance. The written notice shall include information on the reason for and effect of the noncompliance. The Grantee shall provide DHS with a plan to correct the noncompliance.
- C. If DHS determines that noncompliance with this Agreement has occurred or continues to occur, it shall demand immediate correction of continuing noncompliance and seek remedial measures it deems necessary to protect the interests of the State up to and including termination of the Agreement, the imposing of additional reporting requirements and monitoring of Subgrantee or Subcontractors, and any other measures it deems appropriate and necessary.
- D. If required statistical data, reports, and other required information are not submitted when due, DHS may withhold all payments that otherwise would be paid the Grantee under this Agreement until such time as the reports and information are submitted.

23. DISPUTE RESOLUTION

If any dispute arises between DHS and Grantee under this Agreement, including DHS' finding of noncompliance and imposition of remedial measures, the following process will be the exclusive administrative review:

- A. *Informal Review:* DHS' and Grantee's Grant Administrators will attempt to resolve the dispute. If a dispute is not resolved at this step, then a written statement to this effect must be signed and dated by both Grant Administrators. The written statement must include all of the following:
 - 1. A brief statement of the issue.
 - 2. The steps that have been taken to resolve the dispute.
 - 3. Any suggested resolution by either party.
- B. *Division Administrator's Review:* If the dispute cannot be resolved by the Grant Administrators, the Grantee may request a review by the Administrator of the division in which DHS Grant Administrator is employed, or if the Grant Administrator is the Administrator of the division, by the Deputy Secretary of DHS. The Division Administrator (or Deputy Secretary) must receive a request under this step within fourteen (14) days after the date of the signed unresolved dispute letter in Step A. The Division Administrator or Deputy Secretary will review the matter and issue a written determination within thirty (30) days after receiving the review request.
- C. *Secretary's Review:* If the dispute is unresolved at Step B, the Grantee may request a final review by the Secretary of DHS. The Office of the Secretary must receive a request under this step within fourteen (14) days after the date of the written determination under Step B. The Secretary will issue a final determination on the matter within thirty (30) days after receiving the Step B review request.

24. FINAL REPORT DATE

- A. Expenses incurred during the Agreement period but reported later than **60 days** after the period ending date will not be recognized, allowed, or reimbursed under the terms of this Agreement unless determined as allowable by DHS. In the event this occurs, an alternate payment process as determined by DHS would occur.
- B. Expenses incurred outside of the Agreement period would be considered not allowable.

25. INDEMNITY

To the extent authorized under state and federal laws, DHS and the Grantee agree they shall be responsible for any losses or expenses (including costs, damages, and attorney's fees) attributable to the acts or omissions of their employees, officers, or agents.

26. CONDITIONS OF THE PARTIES' OBLIGATIONS

- A. This Agreement is contingent upon authority granted under the laws of the State of Wisconsin and the United States of America, and any material amendment or repeal of the same affecting relevant funding or authority of DHS shall serve to revise or terminate this Agreement, except as further agreed to by the parties.
- B. DHS and the Grantee understand and agree that no clause, term, or condition of this Agreement shall be construed to supersede the lawful powers or duties of either party.

- C. It is understood and agreed that the entire Agreement between the parties is contained herein, except for those matters incorporated herein by reference, and that this Agreement supersedes all oral agreements and negotiations between the parties relating to the subject matter thereof.

27. GOVERNING LAW

This Agreement shall be governed by the laws of the State of Wisconsin. The venue for any actions brought under this Agreement shall be the Circuit Court of Dane County, Wisconsin or the U.S. District Court for the Western District of Wisconsin, as applicable.

28. SEVERABILITY

The invalidity, illegality, or unenforceability of any provision of this Agreement or the occurrence of any event rendering any portion or provision of this Agreement void shall in no way affect the validity or enforceability of any other portion or provision of this Agreement. Any void provision shall be deemed severed from this Agreement, and the balance of this Agreement shall be construed and enforced as if it did not contain the particular portion or provision held to be void. The parties further agree to amend this Agreement to replace any stricken provision with a valid provision that comes as close as possible to the intent of the stricken provision. The provisions of this Article shall not prevent this entire Agreement from being void should a provision, which is of the essence of this Agreement, be determined void.

29. ASSIGNMENT

Neither party shall assign any rights or duties under this Agreement without the prior written consent of the other party.

30. ANTI-LOBBYING ACT

The Grantee shall certify to DHS that it will not and has not used federal appropriated funds to pay any person or organization for influencing or attempting to influence an officer or employee of any agency, a member of Congress, officer or employee of Congress, or an employee of a member of Congress in connection with obtaining any federal contract, grant or any other award covered by 31 U.S.C. 1352. The Grantee shall also disclose any lobbying with non-federal funds that takes place in connection with obtaining any federal award.

The Grantee shall use Standard Form LLL (SFLLL) for Disclosure of Lobbying Activities available at: <https://www.gsa.gov/reference/forms/disclosure-of-lobbying-activities>. A completed disclosure must be provided upon Department request.

31. DEBARMENT OR SUSPENSION

The Grantee certifies that neither the Grantee organization nor any of its principals are debarred, suspended, or proposed for debarment for federal financial assistance (including, but not limited to, General Services Administration's list of parties excluded from federal procurement and non-procurement programs). The Grantee further certifies that potential Subgrantees or Subcontractors and any of their principals are not debarred, suspended, or proposed for debarment.

32. DRUG FREE WORKPLACE

The Grantee, agents, employees, Subgrantees or Subcontractors under this Agreement shall follow the guidelines established by the Drug Free Workplace Act of 1988.

33. MULTIPLE ORIGINALS

This Agreement may be executed in multiple originals, each of which together shall constitute a single Agreement.

34. CAPTIONS

The parties agree that in this Agreement, captions are used for convenience only and shall not be used in interpreting or construing this Agreement.

35. SPECIAL PROVISIONS, IF APPLICABLE

The following special provisions are required:

None

Match Requirements:

Funding percentages:

- a. Federal:
- b. State:
- c. Local/Other:

36. NULL AND VOID

This Agreement becomes null and void if the time between the earlier dated signature and the later dated signature of DHS' and Grantee's Authorized Representatives on this Agreement exceeds sixty (60) days inclusive of the two signature dates.

37. FEDERAL AWARD INFORMATION

FAIN (Federal Award Identification Number)	00E02760
Federal Award Date	12/12/2019; Amended 08/17/2020
Subaward period of Performance Start Date	04/01/2024
Subaward period of Performance End Date	09/30/2024
Amount of Federal Funds obligated (committed) by this action	\$18,000
Total Amount of Federal Funds obligated (committed)	\$18,000
Federal Award Project Description	Testing Water at Childcare Centers and Head Start Facilities
Federal Awarding Agency Name (Department)	U.S. Environmental Protection Agency
DHS Awarding Official Name	DHS Deputy Secretary, Debra K. Standridge
DHS Awarding Official Contact Information	DHSContractCentral@dhs.wisconsin.gov
Assistance Listing Number	66.444
Assistance Listing Name	Lead Testing in School and Child Care Programs Drinking Water Grant Program
Total made available under each Federal award at the time of disbursement	\$1,372,000
R&D?	No
Indirect Cost Rate	7%

Attachment: Public Health (RES.24-7 : INC REV)

Exhibit 1: Scope of Work**Wisconsin Lead-in-Water Testing and Remediation Initiative**

04/01/2024 – 09/30/2024

For Grant Agreement between

Washington Ozaukee Health Department (Grantee)

and

Wisconsin Childcare Lead-in-Water Testing and Remediation Initiative, Division of Public Health

Wisconsin Department of Health Services (DHS) (Grantor)

1 West Wilson Street, Rm. 145, Madison WI 53703

Workflow, Grantor and Grantee responsibilities:

Grantor (DHS) will reimburse the Grantee for expenses incurred related to implementing a water sampling program and coordinating remediation measures for the Wisconsin Lead-in-Water Testing and Remediation (Lead-in-WTR) Initiative. The Grantee will serve as the primary point of contact for the licensed group childcare and Head Start facilities (hereafter referred to collectively as “childcare facilities”) enrolled in the initiative, and will:

- ✓ Ensure that all water outlets at each enrolled childcare facility are tested;
- ✓ Ensure childcare facilities receive sample results and understand what those results mean;
- ✓ Work with childcare facilities on any follow-up testing or immediate actions to reduce lead-in-water hazard exposure at the childcare facility;
- ✓ Maintain timely and effective communication with the childcare facilities throughout the grant period; and
- ✓ Report to DHS on grant activity progress throughout.

Specifically, the Grantee will:

1. Work to enroll priority childcare facilities identified by DHS, as well as other previously determined licensed group childcare facilities interested in participating in the Wisconsin Lead-in-WTR Initiative. All participating childcare facilities must be from a list provided by DHS. The grantee will prioritize the enrollment and testing at priority facilities. All enrolled childcare facilities must be licensed group childcare facilities and early Head Starts within the grantee’s jurisdiction.
 - 1.1. Provide childcare facilities with DHS informational materials to inform staff and families of the facility’s participation in the program.
 - 1.2. Get all necessary information from the childcare facility prior to water testing, including:
 - 1.2.1. An approximate number of water outlets serving the location.
 - 1.2.2. A floorplan of the childcare facility, including locations of the water outlets (interior and exterior), as well as where the water line comes in from the street.
2. Contact Kathleen Dax-Klister, Data Management Supervisor, at the Wisconsin State Laboratory of Hygiene (WSLH) (608-263-6575 or kathleen.daxklister@slh.wisc.edu) and relay to her the approximate number of samples needed to complete water testing at the enrolled facilities.
 - 2.1. Place an order for the necessary supplies.
3. Complete training from DHS on water sampling protocols.
4. Work with childcare facility personnel to complete initial water sampling of childcare facilities following DHS’s guidance and water sampling checklist, making sure to keep thorough documentation of the sampling process.

- 4.1. Complete documentation of the assessment and sampling efforts using the coding and recordkeeping guidance provided by DHS.
- 4.2. Ship all water samples to the WSLH for analysis. DHS will receive and compile testing results from WSLH.
- 4.3. Receive all water sampling results from DHS, including which outlets require follow-up testing and immediate remediation actions within the childcare facilities.
5. Notify childcare facilities of all preliminary sampling results within one week of receipt, using the results documentation provided by DHS. Inform the facilities of the water outlets that require a second round of testing and/or short-term action steps.
 - 5.1. Notify childcare facility personnel of all outlets tested that produced results of ≥ 15 ppb lead-in-water as shown by the initial sampling.
6. Conduct follow-up water sampling, as needed, in accordance with DHS's guidance for this program.
 - 6.1. Request, as needed, additional sample kits from SLH.
 - 6.2. Coordinate with the facility to complete the follow-up sampling.
 - 6.3. Complete documentation on the assessment and sampling efforts using the coding and recordkeeping guidance provided by DHS.
 - 6.4. Ship all water samples to the WSLH for analysis. DHS will receive and compile testing results from WSLH.
7. Receive second round sample results from DHS and, within one week, notify childcare facilities of the results and the options of long-term remediation and/or replacement actions using the provided results documentation from DHS within a week of receiving the sample results.
8. Maintain communication with facilities and/or plumbers to ensure required remediation and/or replacement actions within childcare facilities is completed.
9. Coordinate final testing of all replaced water outlets to confirm that the replaced outlet is not elevated for lead in water, and the replacement was effective, following the 3Ts water testing protocol. Coordinate all sample bottles and shipping to lab as in previous sampling rounds. Receive final test results from DHS.
10. For each childcare facility, send out final report of all testing results, remediation, and replacements using DHS's report template within 2 weeks of receipt of final sampling results from DHS.

Budget: \$49,200

Facility Delivery Cost

41 facilities @ \$1,200 per facility. This amount includes any costs incurred for programmatic outreach and coordination with childcare facilities and plumbers, site assessment, sampling plan development and implementation, shipping costs, travel, sharing results with facilities, generation of a final facility report, and quarterly reporting to DHS.

Payment procedure:

Grantee will submit invoices to Madelyn Reinagel by email to madelyn.reinagel@dhs.wisconsin.gov. DHS will process requests for payment monthly.

CERTIFICATION REGARDING LOBBYING

The undersigned certifies, to the best of his or her knowledge and belief, that:

(1) No Federal appropriated funds have been paid or will be paid, by or on behalf of the undersigned, 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 undersigned shall complete and submit Standard Form-LLL, "Disclosure of Lobbying Activities," in accordance with its instructions. [Disclosure of Lobbying Activities \(Standard Form-LLL\)](#)

(3) The undersigned shall require that the language of this certification be included in the award documents for all subawards at all tiers (including Subcontracts, subgrants, and Contracts under grants, loans and cooperative agreements) and that all subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was 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.

(Signature of Official Authorized to Sign Application)

Kim Buechler

(Print Name)

(Agency / Contractor Name)

(Date)

Director/Health Officer

(Title)

(Title of Program)

Attachment: Public Health (RES.24-7 : INC REV)

DEPARTMENT OF HEALTH SERVICES

Division of Enterprise Services

F-01788 (03/2022)

STATE OF WISCONSIN

CERTIFICATION REGARDING DEBARMENT AND SUSPENSION

Federal Executive Order (E.O.) 12549 "Debarment" requires that all contractors receiving individual awards, using Federal funds, and all subrecipients certify that the organization and its principals are not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government. By signing this document you certify that your organization and its principals are not debarred. Failure to comply or attempts to edit this language may disqualify your bid. Information on debarment is available at www.sam.gov.

Your signature certifies that neither you nor your principal is presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.

SIGNATURE – Official Authorized to Sign Application

Date Signed

For (Name of Vendor)

Unique Entity Identifier (UEI), if applicable

INTERNAL USE ONLY

Contract #:

Contract Description:

The Office/Division of _____ has searched the above named Vendor against the System for Award Management system (SAM) and has confirmed as of Date _____ the Vendor is not debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded by any Federal department or agency from doing business with the Federal Government.

SIGNATURE – Contract Administrator

Date Signed

Attachment: Public Health (RES.24-7 : INC REV)

Certificate Of Completion

Envelope Id: D93CB91259064B0C8DFEBDD96D359BE4

Status: Sent

Subject: DHS - Washington Ozaukee Public HD - Lead-in-Water Testing & Remediation - 435100-G24-LeadTestRem-28

Source Envelope:

Document Pages: 24

Signatures: 1

Envelope Originator:

Certificate Pages: 5

Initials: 0

Irene Au-Young

AutoNav: Enabled

1 West Wilson St.

Enveloped Stamping: Enabled

Madison, WI 53703

Time Zone: (UTC-06:00) Central Time (US & Canada)

irene.auyoung@dhs.wisconsin.gov

IP Address: 165.189.255.45

Record Tracking

Status: Original

Holder: Irene Au-Young

Location: DocuSign

5/13/2024 10:19:15 AM

irene.auyoung@dhs.wisconsin.gov

Security Appliance Status: Connected

Pool: StateLocal

Storage Appliance Status: Connected

Pool: DHS

Location: DocuSign

Signer Events

Cody Wagner

CodyW.Wagner@dhs.wisconsin.gov

Office of Legal Counsel

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)**Signature**

DocuSigned by:


 31F480248CEC464...

Signature Adoption: Uploaded Signature Image

Using IP Address: 107.208.176.202

Timestamp

Sent: 5/13/2024 10:25:06 AM

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Signed: 5/13/2024 12:10:35 PM

Electronic Record and Signature Disclosure:

Not Offered via DocuSign

Kim Buechler

kim.buechler@washozwi.gov

Director/Health Officer

Security Level: Email, Account Authentication
(None)

Sent: 5/13/2024 12:10:37 PM

Viewed: 5/13/2024 12:44:29 PM

Electronic Record and Signature Disclosure:

Accepted: 5/13/2024 12:44:29 PM

ID: 47cf334e-5205-486b-9507-38ef2f1a0a5a

Jonette Arms

jonette.arms@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Accepted: 5/13/2024 10:56:28 AM

ID: 79059e9d-ca22-4460-971c-3033af6cde3a

In Person Signer Events**Signature****Timestamp****Editor Delivery Events****Status****Timestamp****Agent Delivery Events****Status****Timestamp****Intermediary Delivery Events****Status****Timestamp****Certified Delivery Events****Status****Timestamp****Carbon Copy Events****Status****Timestamp**

Attachment: Public Health (RES-24-7 : INC REV)

Carbon Copy Events**Status****Timestamp**

Madelyn Reinagel

madelyn.reinagel@dhs.wisconsin.gov

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

Not Offered via DocuSign

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DPH Contracts

DHSDPHContracts@dhs.wisconsin.gov

DPH Contracts Shared Account

Wisconsin Department of Health Services

Security Level: Email, Account Authentication
(None)**Electronic Record and Signature Disclosure:**

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Witness Events**Signature****Timestamp****Notary Events****Signature****Timestamp****Envelope Summary Events****Status****Timestamps**

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Payment Events**Status****Timestamps****Electronic Record and Signature Disclosure**

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From time to time, Wisconsin Department of Health Services (we, us or Company) may be required by law to provide to you certain written notices or disclosures. Described below are the terms and conditions for providing to you such notices and disclosures electronically through the DocuSign system. Please read the information below carefully and thoroughly, and if you can access this information electronically to your satisfaction and agree to this Electronic Record and Signature Disclosure (ERSD), please confirm your agreement by selecting the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

Getting paper copies

At any time, you may request from us a paper copy of any record provided or made available electronically to you by us. You will have the ability to download and print documents we send to you through the DocuSign system during and immediately after the signing session and, if you elect to create a DocuSign account, you may access the documents for a limited period of time (usually 30 days) after such documents are first sent to you. After such time, if you wish for us to send you paper copies of any such documents from our office to you, you will be charged a \$0.00 per-page fee. You may request delivery of such paper copies from us by following the procedure described below.

Withdrawing your consent

If you decide to receive notices and disclosures from us electronically, you may at any time change your mind and tell us that thereafter you want to receive required notices and disclosures only in paper format. How you must inform us of your decision to receive future notices and disclosure in paper format and withdraw your consent to receive notices and disclosures electronically is described below.

Consequences of changing your mind

If you elect to receive required notices and disclosures only in paper format, it will slow the speed at which we can complete certain steps in transactions with you and delivering services to you because we will need first to send the required notices or disclosures to you in paper format, and then wait until we receive back from you your acknowledgment of your receipt of such paper notices or disclosures. Further, you will no longer be able to use the DocuSign system to receive required notices and consents electronically from us or to sign electronically documents from us.

All notices and disclosures will be sent to you electronically

Unless you tell us otherwise in accordance with the procedures described herein, we will provide electronically to you through the DocuSign system all required notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you during the course of our relationship with you. To reduce the chance of you inadvertently not receiving any notice or disclosure, we prefer to provide all of the required notices and disclosures to you by the same method and to the same address that you have given us. Thus, you can receive all the disclosures and notices electronically or in paper format through the paper mail delivery system. If you do not agree with this process, please let us know as described below. Please also see the paragraph immediately above that describes the consequences of your electing not to receive delivery of the notices and disclosures electronically from us.

How to contact Wisconsin Department of Health Services:

You may contact us to let us know of your changes as to how we may contact you electronically, to request paper copies of certain information from us, and to withdraw your prior consent to receive notices and disclosures electronically as follows:

To contact us by email send messages to: DHSContractCentral@dhs.wisconsin.gov

To advise Wisconsin Department of Health Services of your new email address

To let us know of a change in your email address where we should send notices and disclosures electronically to you, you must send an email message to us at DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state: your previous email address, your new email address. We do not require any other information from you to change your email address.

If you created a DocuSign account, you may update it with your new email address through your account preferences.

To request paper copies from Wisconsin Department of Health Services

To request delivery from us of paper copies of the notices and disclosures previously provided by us to you electronically, you must send us an email to DHSContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email address, full name, mailing address, and telephone number. We will bill you for any fees at that time, if any.

To withdraw your consent with Wisconsin Department of Health Services

To inform us that you no longer wish to receive future notices and disclosures in electronic format you may:

- i. decline to sign a document from within your signing session, and on the subsequent page, select the check-box indicating you wish to withdraw your consent, or you may;
- ii. send us an email to DHSCContractCentral@dhs.wisconsin.gov and in the body of such request you must state your email, full name, mailing address, and telephone number. We do not need any other information from you to withdraw consent.. The consequences of your withdrawing consent for online documents will be that transactions may take a longer time to process..

Required hardware and software

The minimum system requirements for using the DocuSign system may change over time. The current system requirements are found here: <https://support.docusign.com/guides/signer-guide-signing-system-requirements>.

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To confirm to us that you can access this information electronically, which will be similar to other electronic notices and disclosures that we will provide to you, please confirm that you have read this ERSD, and (i) that you are able to print on paper or electronically save this ERSD for your future reference and access; or (ii) that you are able to email this ERSD to an email address where you will be able to print on paper or save it for your future reference and access. Further, if you consent to receiving notices and disclosures exclusively in electronic format as described herein, then select the check-box next to 'I agree to use electronic records and signatures' before clicking 'CONTINUE' within the DocuSign system.

By selecting the check-box next to 'I agree to use electronic records and signatures', you confirm that:

- You can access and read this Electronic Record and Signature Disclosure; and
- You can print on paper this Electronic Record and Signature Disclosure, or save or send this Electronic Record and Disclosure to a location where you can print it, for future reference and access; and
- Until or unless you notify Wisconsin Department of Health Services as described above, you consent to receive exclusively through electronic means all notices, disclosures, authorizations, acknowledgements, and other documents that are required to be provided or made available to you by Wisconsin Department of Health Services during the course of your relationship with Wisconsin Department of Health Services.

RESOLUTION NO. 24-8

AMENDING CHAPTER 3 OF THE OZAUKEE COUNTY POLICY AND PROCEDURE
MANUAL – CREATION OF QUALITY IMPROVEMENT AND COMMUNICATIONS
MANAGER

RESOLVED, by the Ozaukee County Board of Supervisors, that Chapter 3 of the Ozaukee County Policy and Procedure Manual be amended, effective July 3, 2024, to read:

Current Job Title	Department	Division	FLSA	Grade	Head Count	FTE
Quality Improvement and Communications Manager	Public Health		Exempt	15	1	1

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Amending Chapter 3 of the Ozaukee County Policy and Procedure Manual reflecting the request for a Quality Improvement and Communications Manager position in the Department of Public Health.

VOTE REQUIRED: Majority

05/28/24
FORWARD

Health and Human Services Committee

APPROVE AND

RESULT: APPROVE AND FORWARD [UNANIMOUS]Next: 6/27/2024 8:00 AM
MOVER: C. Kincaide, Supervisor District 16
SECONDER: A. Watts, Vice-Chairperson
AYES: Foy, Watts, Paape, Khan, Kincaide

06/27/24 Finance Committee APPROVED

RESULT: APPROVED [UNANIMOUS]
MOVER: D. Larson, Vice-Chairperson
SECONDER: D. Clark, Supervisor District 5
AYES: Stelter, Larson, Richart, Clark, Arnett

HEALTH AND HUMAN SERVICES COMMITTEE

Health and Human Services Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	Public Health
DIRECTOR:	Kim Buechler
PREPARER:	Tyler Quaas

Agenda Summary Amending Chapter 3 of the Ozaukee County Policy and Procedure Manual – Creation of Quality Improvement and Communications Manager

BACKGROUND INFORMATION: The COVID-19 pandemic emphasized the critical importance of a robust public health system, accentuated long-standing weaknesses, and created new challenges to existing public health infrastructure. DHS has secured funding for local health departments through 2027 to support core infrastructure improvements that will arm public health departments with the resources needed to provide all foundational public health capabilities to our communities, in conjunction with staffing and capacity assessments to be completed by the department. This grant funding was added to the Public Health budget in October 2023, with intent to spend it on staff training and conferences, employee retention, and the addition of at least one new position. The health department participated in a statewide staffing assessment in the summer of 2023 and went through a departmental review process with DHS in October, which occurs once every five years. One opportunity for growth identified by DHS during this process was an increased focus on quality improvement across all program areas which in turn would also assist the department with accreditation-readiness.

ANALYSIS: The health department requests support from the committee to use a portion of these infrastructure funds as previously discussed, to add a new Quality Improvement & Communications Manager position to the 2024 budget which will guide our staff through efforts to strengthen our foundational capabilities and department's service delivery. This position will also oversee all departmental branding and communications.

FISCAL IMPACT: \$49,000

Balance Current Year: \$49,000

Next Year's Estimated Cost: \$85,000

FUNDING SOURCE:

County Levy: \$0

Non-County Levy: \$49,000

Indicate source: Wisconsin DHS

RECOMMENDED MOTION: Approve

ATTACHMENTS:

- Classification Review_Quality ImprovementCommunication Mgr(PDF)
- Quality Improvement Communications Manager Job Description(PDF)



April 24, 2024

MEMORANDUM

TO: Chris McDonnell, Human Resources Director, Ozaukee County

FR: Ashley McCluskey, Compensation Analyst, Carlson Dettmann Consulting

RE: Classification Request: Quality Improvement and Communications Manager

The county provided job documentation for a new position titled Quality Improvement and Communications Manager. The position was evaluated, and the recommendation follows below.

Quality Improvement and Communications Manager Classification Review: The Quality Improvement and Communications Manager provides leadership and directs implementation of quality improvement (QI) and accreditation readiness initiatives, contributes to departmental strategic planning and performance management, and oversees all public health communications and marketing efforts. This is a supervisory position that requires a bachelor's degree and at least three years of relative experience. The position was evaluated using our points-factor job evaluation system, and we recommend this position be placed in **Grade 15**.

Please contact me with questions on this review.



Ozaukee County Position Description

Position Title	Quality Improvement and Communications Manager
Department	Public Health
Division	
Pay Grade	15
Classification	Full Time
FLSA Status	Exempt
Reports To	Director/Health Officer
Direct Reports	Public Health Specialist
Last Updated	4/2024

Job Summary

Under the general direction of the Director/Health Officer, the Public Health Quality Improvement and Communications Manager provides leadership and directs implementation of quality improvement (QI) and accreditation readiness initiatives, contributes to departmental strategic planning and performance management, and oversees all public health communications and marketing efforts. This position provides an opportunity to build broad awareness of the public health agency in the community and to have a voice in guiding development of health department programs and services and fostering a culture of quality improvement. The Quality Improvement and Communications Manager works with and across all health department programs, other Washington and Ozaukee County departments, external community partner organizations and regional and state public health agencies to ensure that departmental policies, procedures and communications are effective at influencing behavior change, promoting health equity and improvement of social determinants of health and to ensure accurate, transparent and timely reporting of public health information in accordance with federal, state, and local regulations.

Essential Functions and Responsibilities

The following duties are primarily performed and are essential for this position. Employees are expected to be able to perform each of these job duties satisfactorily and successfully with or without reasonable accommodations to be qualified for the position. Other duties may be required and assigned.

30% Communications Management:

Oversees the development, maintenance, and evaluation of departmental communications channels (e.g., social media platforms, websites, listservs, press releases, etc). Collaborates with local, state, and national public health agencies and fosters relationships with community partners (e.g., local government, public safety/emergency management, senior centers, public/private schools, etc.) to create and promote a healthier community through the strategic vision for public health department messaging. Serves as an advisor to all public health staff and leadership to ensure that all communication efforts meet the goals of departmental programs and initiatives, as well as the diversity, equity and inclusion principles of the agency and the communications policies of Washington and Ozaukee Counties.

25% Quality Improvement:

Develops and maintains department's quality improvement plan. Works with public health leadership team to analyze work plans and performance metrics and monitor departmental processes. Manages communication of quality improvement policies and expectations to public health staff and provides relevant training. Keeps staff abreast of accreditation, QI, public health

informatics, and performance management requirements and status. Serves as Director's point of contact for strategic planning and status reports. Coordinates steering committees and workgroups, identifies, collects, and disseminates information at meetings, conferences and training sessions to integrate quality improvement methods into public health programs and services. Works closely with Director and other public health managers to establish agency-wide accountability for the files needed to comply with Public Health Accreditation Board (PHAB) expectations. Creates sustainability of health department's strategic plan and accreditation readiness initiatives.

25% Process Improvement:

Coordinates development and implementation of public health policies, procedures, and programs through collaboration with internal public health staff and external partner agencies, ensuring that the department meets all federal, state and local regulations and industry standards. Plans and organizes program structure and policies to meet organizational and programmatic objectives. Assists public health management team with creating or identifying meaningful process/outcome measures for their program areas and evaluation of public health services.

20% Staff Leadership and Oversight:

Plans, organizes, and directs the work of Public Health Specialist and communications team. Ensures adequate staffing and appropriate workloads are maintained in consultation with staff and departmental leadership as needed.

0-100% Emergency Response:

Other duties as assigned (i.e.: pandemic response).

Supervision Exercised

Public Health Specialist

Minimum Education Qualifications

Education and/or Experience Requirements:

- Bachelor' Degree in Business Management, Public Administration, Public Health, Health Education, Communications, or other relevant field required. Master's Degree preferred.
- 3 years of relevant work experience required.

Licenses, Certifications, and Other Requirements:

- Management experience preferred.

Minimum Knowledge, Skills, and Abilities Qualifications

In order to perform the functions and responsibilities of the position (listed above) the following knowledge, skills, and abilities are essential.

- **Knowledge:** Comprehensive knowledge of public health accreditation and quality improvement processes. Demonstrated understanding of public health programming, inter-professional relationships and leadership roles within the agency and in the community and experience in writing and implementation of policies and procedures.
- **Skills:** Proficiency with personal computers and Microsoft Office programs. Excel skills should include design of dashboards. Excellent oral and written communication skills. Excellent

interpersonal, meeting/group facilitation, and team building skills with an eye for detail and ability to deliver high quality work.

- **Abilities:** Must be reliable, organized, and able to work independently. Ability to develop, coordinate and motivate groups across the organization. Ability to collaborate effectively with staff members, public officials, and other representatives from the community. Ability to collect and analyze data. Ability to prepare informative and accurate reports on program progress and relay relevant information effectively.

In evaluating candidates for this position, Ozaukee County may consider a combination of education, training, and experience which provides the necessary knowledge, skills, and abilities to perform the duties of this position.

Physical Requirements

- Prolonged periods of sitting and working on a computer.
- Periodic periods of standing or walking.

Work Environment

This position may be asked to work out of both Washington and Ozaukee County offices. This is not a remote position.

EOE / ADA Statement

Ozaukee County is an Equal Opportunity Employer. In compliance with the Americans with Disabilities Act, Ozaukee County will provide reasonable accommodations to qualified individuals with disabilities and encourages both prospective and current employees to discuss potential accommodations with the employer.

Nothing in this job description limits management's right to assign or reassign duties and responsibilities to this job at any time. The duties listed above are intended only as illustrations of the various types of work that may be performed. The omission of specific statements of duties does not exclude them from the position if the work is similar, related or a logical assignment to the position. The job description does not constitute an employment agreement or affect the at-will nature of the employment arrangement between the employee and company and is subject to change by the employer as the needs of the employer and requirements of the job change.

Signatures:

Employee: _____

Date: _____

Department Head: _____

Date: _____

RESOLUTION NO. 24-9

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

06/04/24

Natural Resources Committee

APPROVED

RESULT:	APPROVED [UNANIMOUS]
MOVER:	B. Ross, Vice-Chairperson
SECONDER:	K. Schoessow, Supervisor District 23
AYES:	R. Holyoke, B. Ross, B. Jobs, K. Schoessow
EXCUSED:	T. Matera

NATURAL RESOURCES COMMITTEE

Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 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

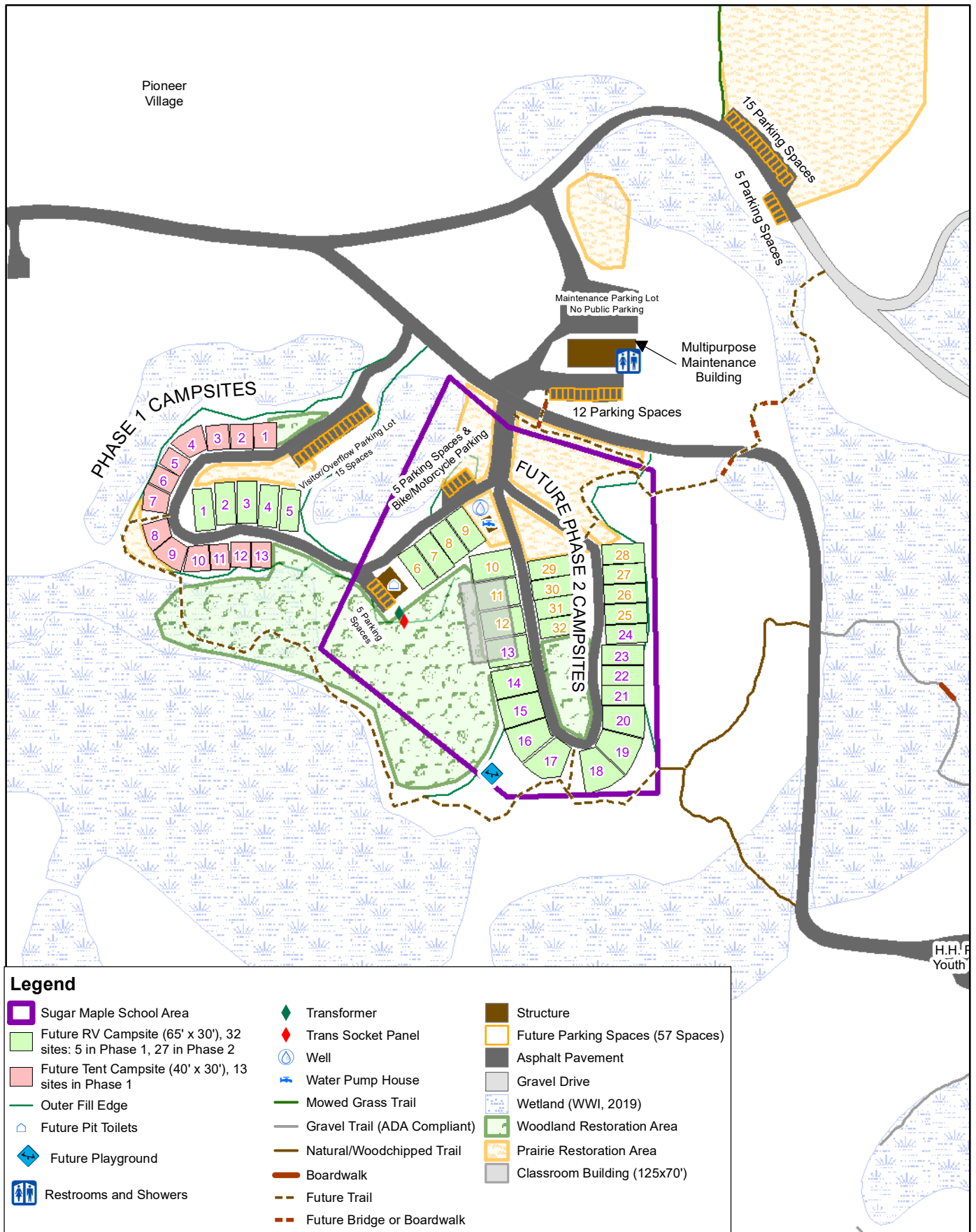
Indicate source: Sugar Maple Nature School rent payments

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



0 115 230 460 Feet



Ozaukee County Planning
March, 2024

**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 MAINTENANCE 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 (RES.24-9 :

_____(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:

RESOLUTION NO. 24-10

AUTHORIZING OZAUKEE COUNTY TO ENTER INTO THE SETTLEMENT
AGREEMENTS WITH KROGER, AGREE TO THE TERMS OF THE ADDENDUM TO THE
MOU ALLOCATING SETTLEMENT PROCEEDS, AND AUTHORIZE ENTRY ONTO THE
MOU WITH THE ATTORNEY GENERAL

WHEREAS, the County Board of Supervisors previously authorized the County to enter into an engagement agreement with von Briesen & Roper, s.c., Crueger Dickinson LLC and Simmons Hanly Conroy LLC (the “Law Firms”) to pursue litigation against certain manufacturers, distributors, and retailers of opioid pharmaceuticals (the “Opioid Defendants”) in an effort to hold the Opioid Defendants financially responsible for the County’s expenditure of vast money and resources to combat the opioid epidemic;

WHEREAS, on behalf of the County, the Law Firms filed a lawsuit against the Opioid Defendants;

WHEREAS, the Law Firms filed similar lawsuits on behalf of 66 other Wisconsin counties and all Wisconsin cases were coordinated with thousands of other lawsuits filed against the same or substantially similar parties as the Opioid Defendants in the Northern District of Ohio, captioned In re: Opioid Litigation, MDL 2804 (the “Litigation”);

WHEREAS, four (4) additional Wisconsin counties (Milwaukee, Dane, Waukesha, and Walworth) hired separate counsel and joined the Litigation;

WHEREAS, since the inception of the Litigation, the Law Firms have coordinated with counsel from around the country (including counsel for Milwaukee, Dane, Waukesha, and Walworth Counties) to prepare the County’s case for trial and engage in extensive settlement discussions with the Opioid Defendants;

WHEREAS, the settlement discussions with Kroger. (the “Settling Defendant”) resulted in a tentative agreement as to settlement terms pending agreement from the County and other plaintiffs involved in the Litigation;

WHEREAS, a copy of the settlement agreement relating to the Settling Defendant (“Settlement Agreement”) representing the terms of the tentative settlement agreement with the Settling Defendant has been provided with this Resolution;

WHEREAS, the Settlement Agreement provides, among other things, for the payment of certain sums to Participating Subdivisions (as defined in the Settlement Agreement) upon the occurrence of certain events detailed in the Settlement Agreement;

WHEREAS, the County is a Participating Subdivision in the Settlement Agreement and has the opportunity to participate in the benefits associated with the Settlement Agreement provided the County (a) approves the Settlement Agreement; (b) approves the Memorandum of Understanding allocating proceeds from the Settlement Agreement among the various Wisconsin Participating Subdivisions, a copy of which is attached to this Resolution (the “Allocation MOU”); (c) approves the Memorandum of Understanding with the Wisconsin Attorney General regarding allocation of settlement proceeds, a copy of which is attached to this Resolution (the “AG MOU”); and (d) the Legislature’s Joint Committee on Finance approves the terms of the Settlement Agreement and the AG MOU;

WHEREAS, 2021 Wisconsin Act 57 created Section 165.12 of the Wisconsin Statutes relating to the settlement of all or part of the Litigation;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the Legislature's Joint Committee on Finance is required to approve the Settlement Agreement and the AG MOU;

WHEREAS, pursuant to Wis. Stat. § 165.12(2), the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State;

WHEREAS, Wis. Stat. § 165.12(4)(b)2. provides the proceeds from the Settlement Agreement must be deposited in a segregated account (the "Opioid Abatement Account") and may be expended only for approved uses for opioid abatement as provided in the Settlement Agreement;

WHEREAS, Wis. Stat. § 165.12(7) bars claims from any Wisconsin local government against the Opioid Defendants filed after June 1, 2021;

WHEREAS, the definition of Participating Subdivisions in the Settlement Agreement recognizes a statutory bar on claims such as that set forth in Wis. Stat. § 165.12(7) and, as a result, the only Participating Subdivisions in Wisconsin are those counties and municipalities that were parties to the Litigation (or otherwise actively litigating a claim against one, some, or all of the Opioid Defendants) as of June 1, 2021;

WHEREAS, the Legislature's Joint Committee on Finance is not statutorily authorized or required to approve the allocation of proceeds of the Settlement Agreement among Wisconsin Participating Subdivisions;

WHEREAS, the Law Firms have engaged in extensive discussions with counsel for all other Wisconsin Participating Subdivisions resulting in the proposed Allocation MOU, which is an agreement between all of the entities identified in the Allocation MOU as to how the proceeds payable to those entities under the Settlement Agreement will be allocated;

WHEREAS, the proposed Addendum to the MOU ("Addendum") provided with this Resolution provides for allocation of settlement proceeds among the Wisconsin Participating Subdivisions according to the same percentages as that provided in the previously-approved MOU allocating the settlement proceeds of the settlements involving McKesson Corporation, Cardinal Health, Inc., AmerisourceBergen Corporation, Johnson & Johnson, Janssen Pharmaceuticals, Inc., Ortho-McNeil-Janssen Pharmaceuticals, Inc., Janssen Pharmaceuticals, Inc. Teva Pharmaceutical Industries Ltd., Allergan Finance, LLC, Walgreen Co., Walmart, Inc., CVS Health Corporation and CVS Pharmacy, Inc.;

WHEREAS, there is provided with this Resolution a summary of the essential terms of the Settlement Agreement, the deadlines related to the effective dates of the Settlement Agreement, the ramifications associated with the County's refusal to enter into the Settlement Agreement, the form of the Addendum, the form of the AG MOU, and an overview of the process for finalizing the Settlement Agreement;

WHEREAS, the County, by this Resolution, shall deposit the proceeds of the Settlement Agreement consistent with the terms of this Resolution and Wis. Stat. § 165.12(4)(b);

WHEREAS, pursuant to the County's engagement agreement with the Law Firms, the County shall pay up to an amount equal to 25% of the proceeds from successful resolution of all or part of the Litigation, whether through settlement or otherwise, plus the Law Firms' costs and

disbursements, to the Law Firms as compensation for the Law Firms' efforts in the Litigation and any settlement;

WHEREAS, the Law Firms anticipate making application to the national fee fund established in the Settlement Agreement seeking payment, in whole or part, of the fees, costs, and disbursements owed the Law Firms pursuant to the engagement agreement with the County;

WHEREAS, it is anticipated the amount of any award from the fee fund established in the Settlement Agreement will be insufficient to satisfy the County's obligations under the engagement agreement with the Law Firms;

WHEREAS, the County, by this Resolution, and pursuant to the authority granted the County in the applicable Order emanating from the Litigation in relation to the Settlement Agreement and payment of attorney fees, shall authorize and direct the escrow agent responsible for the receipt and distribution of the proceeds from the Settlement Agreement to establish an account for the purpose of segregating funds to pay the fees, costs, and disbursements of the Law Firms owed by the County (the "Attorney Fees Account") in order to fund a local "backstop" for payment of the fees, costs, and disbursements of the Law Firms;

WHEREAS, in no event shall payments to the Law Firms out of the Attorney Fees Account and the fee fund established in the Settlement Agreement exceed an amount equal to 25% of the amounts allocated to the County in the Addendum;

WHEREAS, the intent of this Resolution is to authorize the County to enter into the Settlement Agreement, the Addendum, and the AG MOU, establish the County's Opioid Abatement Account, and establish the Attorney Fees Account; and

WHEREAS, the County, by this Resolution, shall authorize the County's corporation counsel to finalize and execute any escrow agreement and other document or agreement necessary to effectuate the Settlement Agreement and the other agreements referenced herein;

NOW, THEREFORE, BE IT RESOLVED: the County Board of Supervisors hereby approves:

1. The execution of the Settlement Agreement and any and all documents ancillary thereto and authorizes the Board Chair or designee to execute same.
2. The final negotiation and execution of the Addendum in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair or designee to execute same upon finalization provided the percentage share identified as allocated to the County is substantially similar to that identified in the Addendum provided to the Board with this Resolution.
3. The final negotiation and execution of the AG MOU in form substantially similar to that presented with this Resolution and any and all documents ancillary thereto and authorizes the Board Chair or designee to execute same.
4. The execution by the Board Chair or designee of any additional documents or agreements for the receipt and disbursement of the proceeds of the Settlement Agreement as referenced in the Addendum.

BE IT FURTHER RESOLVED: all proceeds from the Settlement Agreement not otherwise directed to the Attorney Fees Account shall be deposited in the County's Opioid Abatement Account. The Opioid Abatement Account shall be administered consistent with the terms of this Resolution, Wis. Stat. § 165.12(4), and the Settlement Agreement.

BE IT FURTHER RESOLVED: the County hereby authorizes the establishment of an account separate and distinct from any account containing funds allocated or allocable to the County which shall be referred to by the County as the “Attorney Fees Account.” An escrow agent shall deposit a sum equal to up to, but in no event exceeding, an amount equal to 20% of the County’s proceeds from the Settlement Agreement into the Attorney Fees Account. If the payments to the County are not enough to fully fund the Attorney Fees Account as provided herein because such payments are made over time, the Attorney Fees Account shall be funded by placing up to, but in no event exceeding, an amount equal to 20% of the proceeds from the Settlement Agreement attributable to Local Governments (as that term is defined in the Allocation MOU) into the Attorney Fees Account for each payment. Funds in the Attorney Fees Account shall be utilized to pay the fees, costs, and disbursements owed to the Law Firms pursuant to the engagement agreement between the County and the Law Firms provided, however, the Law Firms shall receive no more than that to which they are entitled under their fee contract when considering the amounts paid the Law Firms from the fee fund established in the Settlement Agreement and allocable to the County. The Law Firms may make application for payment from the Attorney Fees Account at any time and the County shall cooperate with the Law Firms in executing any documents necessary for the escrow agent to make payments out of the Attorney Fees Account.

BE IT FURTHER RESOLVED that all actions heretofore taken by the Board of Supervisors and other appropriate public officers and agents of the County with respect to the matters contemplated under this Resolution are hereby ratified, confirmed and approved.

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Authorizing Ozaukee County to Enter Into the Settlement Agreement with Kroger, Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry Into the MOU with the Attorney General

VOTE REQUIRED: Majority

07/01/24

Executive Committee

APPROVED

RESULT:	APPROVED [UNANIMOUS]
MOVER:	P. Foy, Supervisor District 26
SECONDER:	R. Holyoke, Supervisor District 22
AYES:	L. Schlenvogt, P. Foy, R. Nelson, R. Holyoke
ABSENT:	E. Stelter
EXCUSED:	M. Wolf

EXECUTIVE COMMITTEE

Executive Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Authorizing Ozaukee County to Enter into the Settlement Agreements with Kroger, Agree to the Terms of the Addendum to the MOU Allocating Settlement Proceeds, and Authorize Entry onto the MOU with the Attorney General

BACKGROUND INFORMATION: This resolution approves the settlement of the opioid settlement with Kroger

ANALYSIS: The authorization must be approved before August 12, 2024.

FISCAL IMPACT: The final award for Ozaukee County is yet to be determined, the proceeds from any settlement of all or part of the Litigation are distributed 70% to local governments in Wisconsin that are parties to the Litigation and 30% to the State.

RECOMMENDED MOTION: Approve

RESOLUTION NO. 24-11

AMENDING SECTION 4.03(28) OF THE OZAUKEE COUNTY POLICY AND
PROCEDURE MANUAL – EDUCATION AND TUITION ASSISTANCE PROGRAM

RESOLVED, by the Ozaukee County Board of Supervisors that Section 4.03(28) of the Policy and Procedure Manual be Amended to read;

(28) Education and Tuition Assistance Program:

(a) Purpose:

1. Ozaukee County encourages continuing education by offering Education and Tuition Assistance as part of the fringe benefit package.
2. Education and Tuition Assistance is intended to provide assistance to employees to voluntarily participate in on-going education for the mutual benefit of the employee and Ozaukee County.
3. It is the policy of the County to support on-going education programs which encourage employees to expand knowledge and job performance skills relevant to the employee's current or a possible future job with the County.

(b) Eligibility:

1. All Ozaukee County full-time employees are eligible (37.5 or 40 hours weekly), and part-time employees who are regularly scheduled to work 24 hours or more per week.
2. Employees must have completed their initial probationary period prior to the start of a class.

(c) Criteria for Participation:

1. An employee's participation in the program is voluntary, subject to the following provisions:
 - a. Funds must be approved and available in the annual budget for Education and Tuition Assistance before an employee's participation may be approved.
 - b. The course(s) must be one, or more, of the following:
 - (1) Directly related to the employee's current position.
 - (2) Prepare the employee for a promotion to an existing position with the County.
 - (3) Be of direct and immediate benefit to the County.
- c. Approval:
 - (1) An employee must obtain their department head's recommendation for a course.
 - (2) Each course request will be reviewed on a case-by-case basis.
 - (3) Final approval must be obtained from the Human Resources Department.

d. Participation:

- (1) Participation in the Education and Tuition Assistance Program shall be voluntary by the employee.
- (2) Time spent in attending courses or completing course requirements is not working time and may not be done on the job.
- (3) An employee may request the use of vacation, or compensatory time, or an adjusted work schedule, subject to the approval of their department head.
- (4) Adjusted work schedules may be approved only when they do not alter the employee's full-time equivalency and do not create overtime liability.

e. Application for Assistance:

- (1) Application must be made in advance of the class by completing a County Education and Tuition Assistance Application form available in the Human Resources Department.
 - (a) The application for approval must be submitted to the employee's direct supervisor for review and approval.
 - (b) If the direct supervisor is not the department head, the form must then be forwarded to the department head for review and signature.
 - (c) The department head must then forward the application to the Human Resources Department for review and consideration of approval.
- (2) A copy of the application for approval will be returned to the employee with indication that the course was either approved or disapproved.
 - (a) In the case of course approval, an Ozaukee County Tuition Reimbursement Request Form will be attached.
 - (b) In case of non-approval, the reason will be clearly stated. Everyone in the approval signature process will be notified.
- (3) One application for approval must be completed for each class.

f. Reimbursement:

- (1) Once the approved course has been completed, the employee should submit the following documentation to the Human Resources Department:
 - (a) A signed Tuition Reimbursement Request Form.
 - (b) A copy of their grade report.
 - (c) Original paid receipts for expenses.
 1. Expenses which may be reimbursed under this program include:
 - a. Tuition
 - b. Books
 - c. Materials
 - d. Lab Fees
 - (d) These materials must be submitted no later than forty-five days after

course completion.

- ~~(2) Maximum reimbursement amounts are \$250 per semester, with a maximum reimbursement of \$500 per calendar year~~
- (2) The County will pay 75% of these educational costs for full-time employees and 50% of the costs for part-time employees. Maximum reimbursement amounts are \$2,500 per semester, with a maximum reimbursement of \$5,000 per calendar year.
- (3) Reimbursement will be made only after satisfactory completion of the course(s) defined as:
 - ~~(a) A grade of "C" or better for an undergraduate course~~
 - (a) A grade of "B" or better for all approved courses that are applicable to the Education and Tuition Assistance Program. ~~for a graduate level course~~
- (4) Employees are required to maintain employment with the County for ~~one year~~ two years after course completion.
- (5) If an employee does not remain employed with the County for ~~one year~~ two years after, they must repay 100% of the Education Tuition Assistance provided to them during those ~~twelve~~ twenty-four months.
- (6) Reimbursement of educational expenses will not be made to an employee who terminates employment with the County before completion of the course(s) or who withdraws from the course(s) due to personal reasons.

g. Exclusions:

- (1) The following are not covered by the Education and Tuition Assistance Program, but may be covered under departmental budgets for Registration/Seminars:
 - (a) Non-credit courses
 - (b) Training for continuing education units (CEU's)
 - (c) Workshops
 - (d) Seminars
 - (e) Conferences
 - (f) In-service training
- (2) This program does not include training required by the County or training mandated by state or federal regulations for employees to maintain their qualifications, proper certification, or licensure.

h. Funding:

- (1) Funding for the County's Education and Tuition Assistance Program is at the discretion of the County.
- (2) The Program may be curtailed or discontinued by the County at any time.
- (3) Curtailment of the program will not affect payment for a course that has been previously approved.

FURTHER RESOLVED, that these changes shall take effect January 1, 2025;

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Amending Section 4.03(28) of the Ozaukee County Policy and Procedure Manual - Tuition Reimbursement

VOTE REQUIRED: Majority

06/27/24

Finance Committee APPROVED

RESULT: **APPROVED [UNANIMOUS]**
MOVER: D. Larson, Vice-Chairperson
SECONDER: J. Arnett, Supervisor District 17
AYES: Stelter, Larson, Richart, Clark, Arnett

FINANCE COMMITTEE

Finance Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	Human Resources
DIRECTOR:	Chris McDonell
PREPARER:	Chris McDonell

Agenda Summary Amending Section 4.03(28) of the Ozaukee County Policy and Procedure Manual – Education and Tuition Assistance Program

BACKGROUND INFORMATION:

Ozaukee County encourages continuing education by offering Education and Tuition Assistance as part of the fringe benefit package. It is the policy of the County to support on-going education programs which encourage employees to expand knowledge and job performance skills relevant to the employee's current or a possible future job with the County.

Our current Education and Tuition Assistance Program provides employees maximum reimbursement of \$250 per semester with a \$500 maximum reimbursement per calendar year for an employee's voluntary participation in undergraduate or graduate coursework that a) relates to an employee's current position, b) prepares the employee for a promotion to an existing position within the County, or c) is of direct and immediate benefit to the County. There is an approval process in place for individuals seeking to utilize this benefit.

The program is currently available to full-time employees who have completed their initial 6 month probationary period. Expenses which may be reimbursed under this program include: tuition, books, materials and lab fees. Reimbursement will be made only after satisfactory completion of the course defined as a grade of "C" or better for undergraduate course, or a "B" or better for a graduate level course. If an employee does not remain employed by the County for one year, they must repay 100% of the educational tuition assistance provided to them during those twelve months.

Our employees participated in the "Milwaukee Top Places to Work" employee engagement survey. The most recent survey was sent out in October 2023 to all full-time and regular part-time employees who work 20 hours or more per week.

One response area the County is hoping to improve, is the positive response to the statement, "My benefits package is good compared to others in the industry." This statement scored in the 25th percentile in 2023 compared to other local government employees who work at similar sized organizations. This was an improvement from the 4th percentile in our 2022 employee survey.

The Ozaukee County Human Resources Department conducted an analysis by gathering data from surrounding Counties in Wisconsin and found that our current program was the least generous to employees in comparison to others.

Over the past three years, the County has allocated a modest sum of under \$3,000 for tuition reimbursement across all departments combined. Each employee's department bears the expenses for their respective tuition reimbursements.

An enhanced tuition reimbursement program would have a positive impact on our organization, particularly in positions where higher accredited degrees are highly advantageous. For instance, behavioral health human services employees can bill at a higher rate with a Master's degree, and we actively encourage Lasata staff to obtain their LPN or RN licenses, which require a certain level of accredited education.

Such an enhancement would also serve as a significant incentive for Lasata employees to pursue their LPN or RN licenses. For example, to achieve an LPN practical nursing associate's degree from Milwaukee Area Technical College, 32 credits are required, with each 3 credit class costing approximately \$600 in tuition. Meanwhile, a Human Services employee aspiring to pursue a Master of Social Work (MSW) degree would expect to pay approximately \$2,500 in tuition for each 3 credit course, totaling 36 credits for the complete MSW degree.

RECOMMENDED MOTION:

Approve the resolution to amend Section 4.03(28) Education and Tuition Assistance Program of the Ozaukee County Policy and Procedure Manual.

ATTACHMENTS:

- 1 TR Attachment 1 (PDF)
- 1 TR Attachment 2 (PDF)

County	Status Requirement	Length of Service Requirement	Amount	Requirements	Tuition	Books	Fees	Pay-Back Clause
Leaders	90% (neutral or better)		44%					
Staff	84%		45%					
Ozaukee	1.0 FTE	After evaluation period	\$250/semester, \$500/year	"B" for graduate, "C" for undergraduate	x	x	x	1 year
Ozaukee (Proposed)	0.6	After evaluation period	\$2,500/semester, \$5,000/year	Pay 75% (full-time)/50%(part-time) of costs up to \$2500 per request with up to \$5000 per year. Earn a grade of "B" or better	x	x	x	2 years
Adams	.5-1.0 FTE	None Noted	\$1,500 /year for technical/undergraduate or \$2,000/year for graduate	Pay 75% costs for a grade "B" or better	x	x	x	2 years
Bayfield	.5-1.0 FTE	None Noted	\$1,000/year, \$500/semester	Pay 66% for a grade "B" or better for a graduate course, "C" or better for undergraduate	x	x	x	1 year
Jackson	1.0 FTE	Six months	\$500/year, maximum amount of \$2,000 over a four year period	Pay 100% for a grade "C" or better	Not Specified	Not Specified	Not Specified	2 years
Kenosha	.5-1.0 FTE	After evaluation period	\$3,000/year for bachelor's/masters/PhD or \$1,500/year for an associate's or individual courses	Pay 100% for a grade "C" or better	x	x	x	1 year
Walworth	.5-1.0 FTE	Six months	\$1,600/year, \$800 per academic term	Pay 80% for a grade "A", 75% for a grade "B", 50% for a grade "C". Classes with tuition costs under the maximum will be paid at 100% for a grade "A".	x	x		
Washburn		None Noted	\$3,000/year	Passing grade	x	x		2 years
Washington	.5-1.0 FTE	Six months, One year for sheriffs	\$5,000/year	Pay 100% for a grade "B" or better	x		x	1 year
Waukesha	.5-1.0 FTE	Six months	\$800/year	Pay 75% of costs up to \$400 per request with up to \$800 per year. Earn a grade of "C" or better for undergraduate, "B" or better for graduate.	x	x	x	1 year
Wood	1.0 FTE	Thirty-six consecutive months	\$3,000/year (\$1,500 per semester)	Pay 50% of tuition costs, up to \$1,500 per semester, for a grade "C" or better	x			3 years

Annual Reimbursement Limit	Adams	Bayfield	Jackson	Kenosha	Ozaukee	Walworth	Washburn	Washington	Waukesha	Wood
\$250										
\$500										
\$750										
\$1,000										
\$1,250										
\$1,500										
\$1,750										
\$2,000										
\$2,250										
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\$3,250										
\$3,500										
\$3,750										
\$4,000										
\$4,250										
\$4,500										
\$4,750										
\$5,000										
\$5,250										
\$5,500										

Undergraduate

Graduate

RESOLUTION NO. 24-12

AMENDING OZAUKEE COUNTY POLICY AND PROCEDURE MANUAL RELATING TO
TERM LIMITS FOR STANDING COMMITTEES

BE IT RESOLVED, by the Ozaukee County Board of Supervisors that Section 2.03(7) of the Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees be amended to read;

2.03 STANDING COMMITTEES OF THE COUNTY BOARD

(7) Term Limits

~~(a) Supervisor Term Limits on Standing Committees~~

~~1. No County Board Supervisor shall serve more than four (4) consecutive terms on a Standing Committee.~~

~~2. Only full two-year terms shall be counted for the purposes of calculating term limits.~~

~~3. The calculation of Standing Committee term limits shall be calculated retroactively to the creation of the current committees per the County Board Reorganization implemented on April 6, 2005.~~

~~(b)~~ (a) Term Limits on Standing Committee Chairpersons

1. No County Board Supervisor shall serve more than ~~three (3)~~ five (5) consecutive terms as the Chairperson of a Standing Committee.

2. Only full two-year terms shall be counted for the purposes of calculating term limits.

3. This policy shall not apply to the County Board Chairperson, the County Board Vice-Chairperson or the County Board Second Vice-Chairperson.

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Amending Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees.

VOTE REQUIRED: Majority

07/01/24

Executive Committee

APPROVED

RESULT: **APPROVED [UNANIMOUS]**
MOVER: R. Nelson, Supervisor District 6
SECONDER: R. Holyoke, Supervisor District 22
AYES: L. Schlenvogt, P. Foy, R. Nelson, R. Holyoke
ABSENT: E. Stelter
EXCUSED: M. Wolf

EXECUTIVE COMMITTEE

Executive Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	Administrator
DIRECTOR:	Jason Dzwinel
PREPARER:	Jason Dzwinel

Agenda Summary Amending Ozaukee County Policy and Procedure Manual relating to Term Limits for Standing Committees

BACKGROUND INFORMATION: In 2011 the County Board established term limits for Standing Committee appointments and for the Chairpersons of the Standing Committees. The committee would like to discuss the policy and the impact it has on continuity when long serving members are removed from committees under the policy. Balancing the value of creating turnover in committee membership with the loss of continuity.

ANALYSIS: Since the policy was adopted 3 members have been term limited off a Standing Committee. No Committee Chairs have been required to leave the post under the policy.

The turnover average for each committee is as follows, based on the percentage of new members on each standing committee for the two year terms since 2012.

Finance Committee - 52% new members

Health and Human Services Committee - 45.7% new members

Natural Resources Committee - 50% new members

Public Safety Committee - 60% new members

Public Works Committee - 57.1% new members

FISCAL IMPACT: None

RECOMMENDED MOTION: Approve policy as amended

ORDINANCE NO. 24-3

OZAUKEE COUNTY SHORELAND PROTECTION ORDINANCE

An Ordinance repealing Chapter 7: Shoreland and Floodplain Zoning Ordinance of the Ozaukee County Code of Ordinances, to be replaced by Chapter 19: Shoreland Protection Ordinance.

The County Board of Supervisors of the County of Ozaukee does ordain that CHAPTER 7 of the Ozaukee County Code of Ordinances be replaced as follows:

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.

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.

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.

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.

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.

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 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.

(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.

(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.

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 be required to comply with ch. SPS 383, Wis. Adm. Code and 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.

(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).

(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.

(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.

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.

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 ch. 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 ch. 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 ch. 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 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 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

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 part of the structure that is nearest to the bluff shall maintain a minimum setback of forty (40) feet from the top of any bluff. Structures required for riparian access shall be excluded from this setback.

(02) The floor area of all structures in the bluff setback area will not exceed two hundred (200) square feet. Structures required for riparian access shall be excluded from this calculation.

(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 a foundation.

(05) The structure will not contain interior plumbing, utilize a non-plumbing system, or require the installation of a private onsite wastewater treatment system (POWTS).

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

01 Except as set forth in subsections C and D, all buildings and structures in the Lake Michigan ravine 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 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.

(D) Accessory structures may be placed within the ravine setback area, subject to the following:

(01) The part of the structure that is nearest to the ravine shall maintain a minimum setback of forty (40) feet from the top of any ravine, provided that the ravine has not been determined to be navigable. Structures required for riparian access shall be excluded from this setback.

(02) The floor area of all structures in the ravine setback area will not exceed two hundred (200) square feet. Structures required for riparian access shall be excluded from this calculation.

(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 a foundation.

(05) The structure will not contain interior plumbing, utilize a non-plumbing system, or require the installation of a private onsite wastewater treatment system (POWTS).

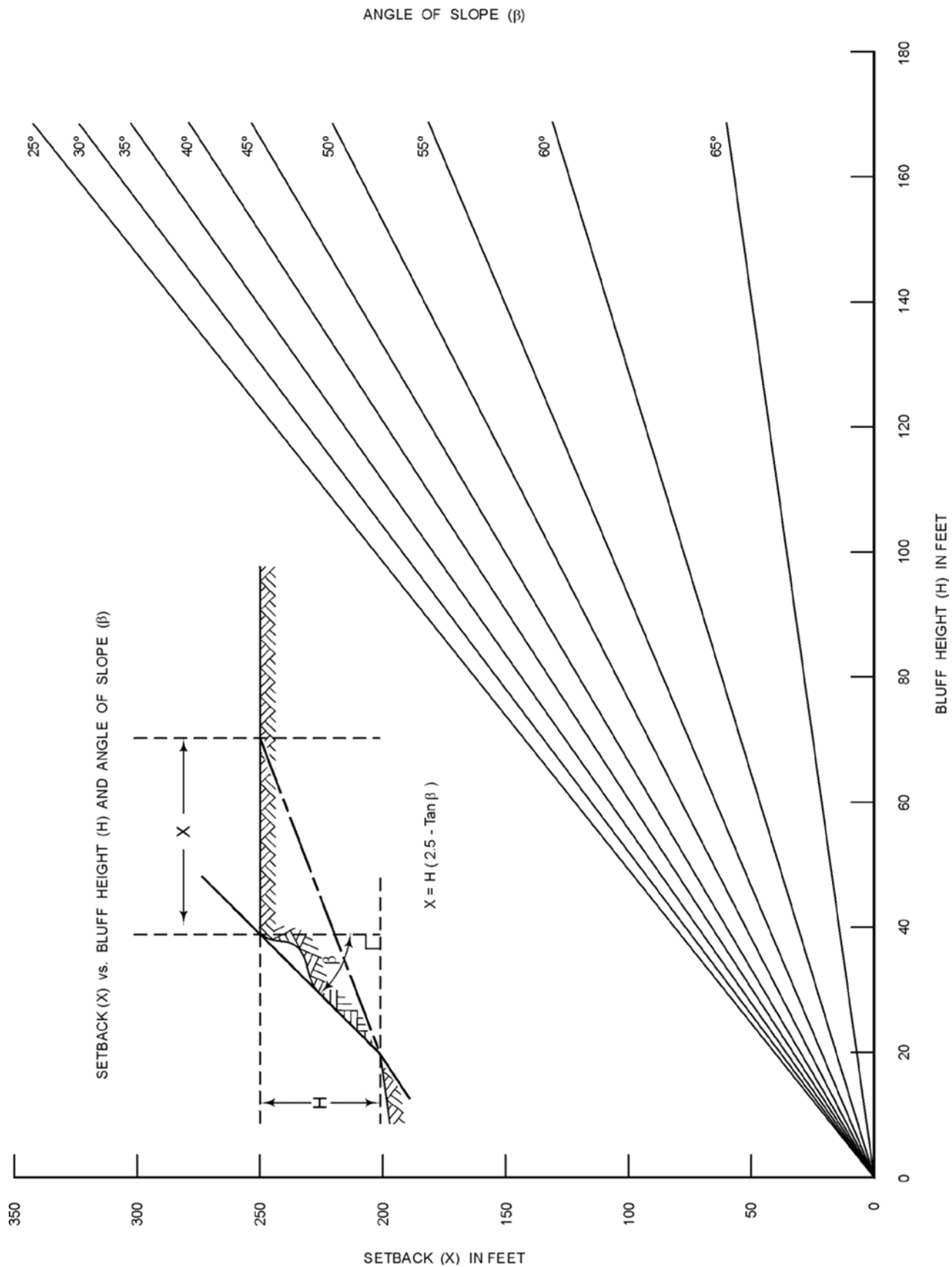
02 Private onsite wastewater treatment systems (POWTS) soil absorption components in the Lake Michigan ravine area shall be set back a minimum of seventy-five (75) feet from the edge of any ravine, unless the provisions of s. 19.06501(C) are used to reduce said setback, subject to a minimum setback of 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

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



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.

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.

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.

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.

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.

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.)

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.

19.14100 MITIGATION MEASURES

01 Mitigation points are required for developing property under the following conditions:

(A) If impervious surface coverage is greater 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.

(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.

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.

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.

19.15100 ZONING ADMINISTRATOR

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

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) At the discretion of the zoning administrator and as necessitated by the proposed project, 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) At the discretion of the zoning administrator and as necessitated by the proposed project, 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.

(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.

(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.

(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

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

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

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**01 ESTABLISHMENT**

A board of adjustment shall be established pursuant to ch. 59.694, Wis. Stats.

02 MEMBERSHIP

(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

(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

(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

(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.

(07) Minimum necessary: The variance granted is the minimum necessary to allow a reasonable use of the property.

(D) A variance shall not allow any alteration of an historic structure, including its use, which would preclude its continued designation as an historic structure.

(E) 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.

(F) 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.

(G) 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

(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

(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 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

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

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

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 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 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

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

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.

(C) 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

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

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

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

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

Any driveway, street, or other means of providing for the movement of vehicles to or from the public street system.

005 AGRICULTURAL PRACTICE

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

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

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 BLUFF

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.

009 BLUFF RECESSION RATE

The rate at which a bluff recedes because of erosion by the waters of Lake Michigan and because of unstable slope conditions.

010 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.

011 BUILDING

See structure.

012 BUILDING ENVELOPE

Means the three-dimensional space within which a structure is built. (Still used in s. 19.09000 - Impervious surface section)

013 CAMPGROUND

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.

014 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, tent or other mobile recreational vehicle.

015 CERTIFICATE OF COMPLIANCE

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.

016 CERTIFIED SURVEY MAP

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.

017 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.

018 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.

019 DECK

An unenclosed exterior structure that has no roof or sides, but has permeable floor which allows the infiltration of precipitation.

020 DEPARTMENT

Means the WI Department of Natural Resources (DNR).

021 DEVELOPMENT

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.

022 DOCK

The space between two piers or wharves.

023 DRAINAGE SYSTEM

One or more artificial ditches, tile drains, or similar devices which collect surface runoff or groundwater and convey it to a point of discharge.

024 DWELLING

A building designed or used exclusively as a residence or sleeping place, except for boarding houses, motels, hotels, tents, cabins, and mobile homes.

025 DWELLING, SINGLE-FAMILY

A detached building containing one dwelling unit, designed for or occupied exclusively by one family.

026 EROSION

The detachment and movement of soil, sediment, or rock fragments by water, wind, ice, gravity, or wave action.

027 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.

028 EXISTING MANUFACTURED HOME PARK OR SUBDIVISION

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.

029 EXPANSION OF EXISTING MOBILE/MANUFACTURED HOME PARK

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.

030 FENCE.

A structure for enclosure or screening.

031 FENCE, OPEN

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.

032 FINAL PLAT

A map prepared in accordance with the requirements of Chapter 236, Wis. Stats., and this ordinance for the purpose of creating a subdivision.

033 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.

034 FLOOR AREA

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.

035 FOOTPRINT

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.

036 FRONTAGE, WATER

The smallest dimension of a lot abutting a waterbody or watercourse, measured along the ordinary high water mark.

037 HABITABLE BUILDING

Any building, or portion thereof, used for human habitation.

038 HAZARDOUS WASTE

Hazardous waste means a hazardous waste as defined in ch. NR 661.0003
<<https://docs.legis.wisconsin.gov/document/administrativecode/NR%20661.0003>>, Wis. Admin. Code.

039 HEARING NOTICE

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.

040 HISTORIC STRUCTURE

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.

041 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.

042 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.

043 LAGOON

An artificial enlargement of a waterway.

044 LAKE MICHIGAN RAVINE AREA

All ravines that open directly onto a bluff located along the Lake Michigan shoreline.

045 LAND DISTURBING ACTIVITY

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.

046 LAND DIVISION

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.

047 LAND USE

Any nonstructural use made of unimproved or improved real estate.

048 LOCAL UNIT OF GOVERNMENT

A town, village, or city.

049 LOT

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.

050 LOT AREA

The area of a horizontal plane bounded by the front, side, and rear lot lines, excluding any street rights-of-way.

051 LOT WIDTH, AVERAGE

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.

052 LOWEST ADJACENT GRADE

Elevation of the lowest ground surface that touches any of the exterior wall of a building.

053 MAINTENANCE

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.

054 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.”

055 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.

056 MINOR LAND DIVISION

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.

057 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.

058 MOBILE 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 a “mobile recreational vehicle.”

059 MUNICIPALITY OR MUNICIPAL

A city, town, or village.

060 NATURAL RESOURCE COMMITTEE

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.

061 NAVD (NORTH AMERICAN VERTICAL DATUM)

Elevations referenced to mean sea level datum, 1988 adjustment.

062 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

063 NGVD (NATIONAL GEODETIC VERTICAL DATUM)

Elevations referenced to mean sea level datum, 1929 adjustment.

064 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~~ or shoreland which it occupies.

065 NONCONFORMING USE

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.

066 NONFLOOD DISASTER

A fire or an ice storm, tornado, windstorm, mudslide, or other destructive act of nature, other than a flood.

067 NUISANCE

An unreasonable activity or use of property that interferes substantially with the comfortable enjoyment of life, health, or safety of others.

068 OBJECTING AGENCY

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 Wisconsin Department of Transportation and, for subdivisions located in the shoreland area, the Wisconsin Department of Natural Resources.

069 OPEN SPACE USE

Those uses having a relatively low flood damage potential and not involving structures.

070 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.

071 OUTLOT

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.

072 PARCEL

For purposes of this ordinance, the term “parcel” is synonymous with the term “lot.”

073 PARTIES-IN-INTEREST

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.

074 PERMITTED USE

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.

075 PERSON

An individual, or group of individuals, corporation, partnership, association, state agency, town, village, or city.

076 PIER

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.

077 PLAT

A map prepared for the purpose of recording a subdivision.

078 PRELIMINARY PLAT

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.

079 PREVIOUSLY DEVELOPED

A lot or parcel that was developed with a structure legally placed upon it.

080 PRIMARY ENVIRONMENTAL CORRIDOR

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.

081 PRINCIPAL STRUCTURE

A structure in which is conducted the principal use of the lot on which it is located.

082 PRINCIPAL USE

The primary or predominant use to which a lot is devoted.

083 PRIVATE ONSITE WASTEWATER TREATMENT SYSTEM

See private sewage system.

084 PRIVATE SEWAGE SYSTEM

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.

085 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.

086 RAVINE

A small, steep sided valley, worn by running water.

087 RAVINE, SHALLOW

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.

088 RECREATIONAL VEHICLE

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.

089 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.

090 REPLAT

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.

091 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.

092 SETBACK

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.

093 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.

094 SHORELAND PERMIT

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.

095 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.

096 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.

097 SHORELINE

The intersection of the land surface abutting navigable waters with the ordinary high water mark.

098 SOLID WASTE

Solid waste means a solid waste as defined in ch. NR 661.0002

<<https://docs.legis.wisconsin.gov/document/administrativecode/NR%20661.0003>>, Wis. Admin. Code.

099 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.

100 STABLE SLOPE DISTANCE

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.

101 START OF CONSTRUCTION

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.

102 STORY

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.

103 STREET

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.

104 STRUCTURAL ALTERATIONS

Any change in the supporting members of a structure, such as foundations, bearing walls, columns, beams, or girders.

104 STRUCTURE

Means a principal structure or any accessory structure including a garage, shed, boathouse, sidewalk, walkway, driveway, patio, deck, gazebo, retaining wall, porch, or firepit.

106 SUBDIVIDER

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.

107 SUBDIVISION

A division of land for which approval of a plat is required under Chapter 236, Wis. Stats.

108 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.

109 UTILITIES

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.

110 VARIANCE

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.

111 VIEWING CORRIDOR

A strip of vegetated land that allows safe pedestrian access to the shore through the vegetative buffer zone.

112 VIOLATION

The failure of a structure or other development to be fully compliant with this ordinance. A structure or other development without required permits is presumed to be in violation until such time that it

is either permitted or removed from the property.

113 WATERSHED

The entire region or area contributing runoff or surface water to a particular watercourse or body of water.

114 WELL

An excavation opening in the ground made by digging, boring, drilling, driving or other methods, to obtain groundwater regardless of its intended use.

115 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.

116 WHARF

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.

117 YARD

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.

118 YARD, SHORE

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.

119 ZONING ADMINISTRATOR

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.

OZAUKEE COUNTY FEE SCHEDULE

Permit Fees	
shoreland permit	\$50.00
floodplain permit	\$250.00
special exception (conditional use) permit	\$500.00
<i>In addition to the above:</i>	
grading / excavating	\$50.00
structures (footprint of principal & accessory)	\$0.25/sq. ft.
boathouse	\$50.00
impervious surfaces (non-structural)	\$0.10/sq. ft.
certificate of compliance	\$75.00
permit extension	\$200.00

Review Fees	
site development plans	\$50.00
site development plans (lake michigan bluff & ravine areas / floodplain areas)	\$100.00
mitigation plans	\$200.00
stormwater plans	\$50.00
erosion control plans	\$50.00
geotechnical subsurface investigation report	\$100.00
hydraulic and hydrologic studies	\$100.00
minor land division (csm) / preliminary plat	\$550.00
Service Fees	
written floodplain determination	\$100.00
Administration Fees	
zoning amendment (text or map)	\$500.00
appeal (one hearing only)	\$500.00
variance (one hearing only)	\$500.00

*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 Ordinance shall take effect upon enactment and publication.

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Ordinance to repeal Chapter 7: Shoreland and Floodplain Zoning Ordinance of the Ozaukee County Code of Ordinances, to be replaced by Chapter 19: Shoreland Protection Ordinance.

VOTE REQUIRED: Majority

07/02/24

Natural Resources Committee

APPROVED

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

NATURAL RESOURCES COMMITTEE

Natural Resources Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	Land and Water Management
DIRECTOR:	Katie Vogeler
PREPARER:	Katie Vogeler

Agenda Summary Ozaukee County Shoreland Protection Ordinance

BACKGROUND INFORMATION: WI DNR has updated their Shoreland Model Ordinance effective October 18, 2023. Ozaukee County must update the Shoreland Ordinance to include the minimum regulatory standards required by NR 115 WIS. ADMIN. CODE.

ANALYSIS: Ozaukee County Shoreland Protection Ordinance will meet minimum Wisconsin State Statutes and maintain landowner liberties with environmental protections of shore land. This action will fulfill the Wisconsin State requirements.

A copy of the current Chapter 7 Shoreland and Floodplain Zoning Ordinance can be found on the County website at <https://www.ozaukeecounty.gov/1198/Code-of-Ordinances>

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A

County Levy: Non-County Levy: Indicate source:

RECOMMENDED MOTION: Approve to repeal Chapter 7: Shoreland and Floodplain Zoning Ordinance and replace with Chapter 19: Shoreland Protection Ordinance in the Ozaukee County Code of Ordinances.

ATTACHMENTS:

- Ordinance Summary (DOC)
- Zoning Cost Center (PDF)
- Current Fee Schedule (PDF)
- Sheboygan County Fees (PDF)
- Washington Co Fees (PDF)
- Waukesha County - Zoning Permit Fees (PDF)

**CHAPTER 18, FLOODPLAIN ZONING ORDINANCE
&
CHAPTER 19, SHORELAND PROTECTION ORDINANCE**

SUMMARY

Background

As evident by title, Chapter 7, Ozaukee County Shoreland and Floodplain Ordinance, is a combined ordinance administering both shoreland and floodplain zoning. Since its inception in 1969, and last major revision in 2016, the combination into one zoning code has been allowed by the Wisconsin Department of Natural Resources (DNR).

On January 1, 2024, this department was notified by DNR and the Federal Emergency Management Agency (FEMA), that updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS) must be adopted into the local floodplain ordinance within six months. Failure to do so would result in community suspension of the National Flood Insurance Program (NFIP). This department was subsequently notified that the DNR review and approval process, as required before adoption, will not recognize the administration of shoreland and floodplain zoning under common ordinance.

Because we are a riparian county located along the shoreline of Lake Michigan, and because of the significant changes required in the application of the proposed FIRMs and FIS, a new model ordinance was created to effectively administer floodplain zoning, meeting the minimum regulatory standards required by NR 116, Wisconsin Administrative Code. The DNR has also updated the shoreland model ordinance to include the minimum regulatory standards required by NR 115, Wisconsin Administrative Code.

The segregation of zoning ordinance requires that Chapter 7 be completely repealed and replaced with Chapter 18, Floodplain Zoning Ordinance, and Chapter 19, Shoreland Protection Ordinance. Said ordinances were written utilizing the DNR model ordinances, with the intent on meeting the minimum regulatory standards, as set forth under Wisconsin Administrative Code. The following pages summarize additional language added to the model ordinances under the direction of the Natural Resource Committee. These summary's do not include language that was maintained from the current Chapter 7, Shoreland & Floodplain Zoning Ordinance, as it was previously reviewed and approved by the County Board in 2016.

Chapter 18, Floodplain Zoning Ordinance:

18.01505(D)

On lands that are removed from the floodplain by the placement of fill, structures will continue to meet the requirements of s. 18.04300 (first floor at or above the flood protection elevation; basement or crawlspace floor at or above the flood elevation). This standard of development ensures that a future structure will be “reasonably safe from flooding.”

18.04310

Expansion of fill prohibition of solid or hazardous waste to include manufacturing byproducts. This language will be included in a future update to the DNR model floodplain ordinance.

18.07102(D)(01)

Stormwater plans are required for applicable projects and shall demonstrate that post-construction stormwater flow will not adversely impact neighboring properties or impede natural drainage patterns.

18.07102(D)(02)

Erosion control plans are required for applicable projects.

18.07102(E)(03)

The penalty for starting work without a permit is increased to ten (10) times the applicable permit and review fees.

18.10000

Definitions added as necessary.

Chapter 19, Shoreland Protection Ordinance:**19.06101(4)**

Clarification per DNR correspondence that access stairs (to a rooftop deck) shall be located within the interior footprint of the boathouse.

19.06401(C)

This section was added with the intent to allow minor accessory structures within the Lake Michigan bluff setback area.

19.06501(D)

This section was added with the intent to allow minor accessory structures within the Lake Michigan ravine setback area.

19.08000

Expansion of fill prohibition of solid or hazardous waste to include manufacturing byproducts. This language was included for continuity between zoning districts.

19.15102(C)(01)

Stormwater plans are required for applicable projects and shall demonstrate that post-construction stormwater flow will not adversely impact neighboring properties or impede natural drainage patterns.

19.15102(C)(02)

Erosion control plans are required for applicable projects.

19.15102(D)(03)

The penalty for starting work without a permit is increased to ten (10) times the applicable permit and review fees

19.16000

Definitions added as necessary.

12/31/2023

OZ-Curr:117-2-13

**Ozaukee County
L&WM Zoning**

For the Twelve Months Ending Sunday, December 31, 2023

	Current Month Actual	2023 YTD Actual	2023 Total Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues		(\$1,453.69)		\$1,453.69	0.00%
Public Charges for Services			1,200.00	1,200.00	0.00%
Licenses & Permits	15,054.52	28,351.67	21,999.96	(6,351.71)	128.87%
Total Revenues	\$15,054.52	\$26,897.98	\$23,199.96	(\$3,698.02)	115.94%
Expenditures					
Salaries	13,060.32	108,255.75	131,680.32	23,424.57	82.21%
Fringe Benefits	1,881.67	40,488.39	47,260.68	6,772.29	85.67%
Travel/Training	68.12	539.77	2,399.88	1,860.11	22.49%
Supplies		176.93	1,324.92	1,147.99	13.35%
Purchased Services	18.21	763.80	1,999.92	1,236.12	38.19%
Interdepartment Charges	704.04	8,635.63	8,880.84	245.21	97.24%
					1070.50
Other Expenses	93.07	1,070.07	99.96	(970.11)	%
Total Operating Expenditures	\$15,825.43	\$159,930.34	\$193,646.52	\$33,716.18	82.59%
Total Expenditures	\$15,825.43	\$159,930.34	\$193,646.52	\$33,716.18	82.59%
Net Increase (Decrease)	(\$770.91)	(\$133,032.36)	(\$170,446.56)	(\$37,414.20)	78.05%

Operating Expense = \$159,930.34

Revenue of Permits = \$28,351.67

Number of Permits in 2023 = 55

50% operating expense on permit related work = $\$159,930.34 - 8,635.63 * 50\% = \$75,647.36$

/ 55 permits = \$1,375.41 dept cost per permit. This cost includes all costs for travel, supplies, purchased services, (Interdept charge not included)

dept revenue per permit avg = \$515.49

Each Permit includes: All Plan Reviews (2-3 hours), 2-3 site visits at estimated 1 hour each, potential redesigns and a closing certificate of compliance inspection. permits with mitigation require follow-up annually to confirm mitigation is still in place.

Attachment: Zoning Cost Center (ORD 24-3 : Ozaukee County Shoreland Protection Ordinance)

APPLICATION REQUIREMENTS

Pre-application meeting: It is strongly recommended that you or your agent schedule an appointment to meet with LWM staff to discuss the proposed project prior to applying for a shoreland permit.

The permit application shall include:

- ☐ Thoroughly completed shoreland permit application (enclosed).
- ☐ Survey completed by a Wisconsin Registered Land Surveyor containing the elements described on the Shoreland Survey Submittal Checklist on page 3. This requirement may be waived based on staff onsite observations of the property.
- ☐ Scaled floor plans for the proposed structure(s). If the application is for a modification/addition to an existing structure, a copy of the floor plans for both the existing structure and proposed modification/addition must be included.
- ☐ Erosion control plan.
- ☐ Mitigation plan based on ordinance requirements (as determined by LWM).
- ☐ Fees (must be submitted with the permit application materials).
- ☐ **Other items may also be required.**

Fee Schedule:

Grading / Excavating (no structures)	\$150.00
Structures (principal & accessory)	\$150.00 plus \$0.07/sq.ft.
Structures w/setback averaging	\$200.00 plus \$0.07/sq.ft.
Structures w/mitigation option	\$250.00 plus \$0.07/sq.ft.
Structures w/setback averaging & mitigation option	\$300.00 plus \$0.07/sq.ft.
Floodplain Development	\$325.00
Other/General (e.g. boardwalk, staircase)	\$100.00

The following supplemental materials can be found on the LWM webpage:

<http://www.co.ozaukee.wi.us/295/Land-Water-Management>

- ☐ Ozaukee County Shoreland and Floodplain Zoning Ordinance
- ☐ Ozaukee County Mitigation Guidebook
- ☐ Ozaukee County Shoreland Permit Application

SHEBOYGAN COUNTY PLANNING & CONSERVATION DEPT FEE SCHEDULE

Effective 1/1/2024

Adopted in 2023 by the Sheboygan County Board

Sanitary

Sanitary Permit - conventional system	480.00
Sanitary Permit - conventional system w/passive pretreatment	620.00
Sanitary Permit - tank replacement	380.00
Sanitary Permit - inground pressure system	500.00
Sanitary Permit - at grade/mound/sand filter system	620.00
Sanitary Permit - individual site design	680.00
Sanitary Permit - experimental systems	780.00
Sanitary Permit - holding tanks <3000 gpd	430.00
County Sanitary Permit - reconnection	180.00
County Sanitary Permit - pipe repair/replacement/suction line	180.00
County Sanitary Permit - pipe repair/replacement-permit issued after 1/1/1990*	75.00
Sanitary Permit - drainfield replacement	380.00
Sanitary Permit - existing system-addition of pretreatment unit only/filter installation	230.00
Sanitary Permit - non plumbing system	180.00
Sanitary Permit - renewal/transfer	100.00
Sanitary Permit - abandonment permit	35.00
Sanitary Ordinance - maintenance program administration	16.50
Department Soil Test Review (soil tests submitted for CSM approval are exempt)	20.00
Electronic Permit Submission Printing Fee (in addition to permit fee)	5.00
Citation Administration Fee	75.00

Shoreland & Floodplain

Shoreland Permit	255.00
Shoreland Permit - w/mitigation option	355.00
Shoreland Permit - floodplain development	330.00
Shoreland Permit - accessory Structure >300' from OHWM & out of flood plain	75.00
Shoreland Permit - staff drawing	200.00
Shoreland Conditional Use (in addition to permit fee)	655.00
Rezoning Request	655.00
Shoreland Permit - renewal/transfer/amendment	100.00
Ordinance Amendment Request	675.00

Land Division

Subdivision Ordinance - preliminary plat review	455 + 4/acre
Subdivision Ordinance - final plat review	255 + 4/acre
County Plat Review	360.00
Replat Review	360.00
Conservation Subdivision Review	135.00
Subdivision Ordinance - certified survey map review	275.00
Variance Request	325.00

Miscellaneous

Board of Adjustments	575.00
Address Assignment	52.75 - 58.03

Attachment: Sheboygan County Fees (ORD.24-3 : Ozaukee County Shoreland Protection Ordinance)

SHEBOYGAN COUNTY PLANNING & CONSERVATION DEPT FEE SCHEDULE

Effective 1/1/2024

Adopted in 2023 by the Sheboygan County Board

Household Hazardous Waste

Household Hazardous Waste - Electronics	40.00
Household Hazardous Waste - Hazardouse Waste	20.00

Recreational Permits

Boat launch - resident daily	4.00
Boat launch - resident annual	16.00
Boat launch - non-resident daily	6.00
Boat launch - non-resident annual	24.00

Animal Waste Storage

Animal Waste Storage Permit - Storage 0-300 animals	605.00
Animal Waste Storage Permit - Storage >300 animals	1,250.00
Animal Waste Storage Permit - Modification 0-300 animals	255.00
Animal Waste Storage Permit - Modification >300 animals	505.00
Animal Waste Storage Permit - Feedlots	205.00
Animal Waste Storage Permit - Facility Closure	205.00

Nonmetallic Mining

Nonmetallic Mining Permit - unreclaimed Acres 1-5	180.00
Nonmetallic Mining Permit - unreclaimed Acres 6-10	355.00
Nonmetallic Mining Permit - unreclaimed Acres 11-15	530.00
Nonmetallic Mining Permit - unreclaimed Acres 16-25	705.00
Nonmetallic Mining Permit - unreclaimed Acres 26-50	815.00
Nonmetallic Mining Permit - unreclaimed Acres 51 or more	875.00

Erosion Control & Stormwater Management

Erosion Control & Stormwater Management Permit - Land Disturbance	100 + 40/acre of land disturbed
Erosion Control & Stormwater Management Permit - Subdivision	200 + 40/lot
Erosion Control & Stormwater Management Permit - Commercial/Other	200 + 40/acre of land disturbed
GPS Tile Map	40.00

2024-2025 PERMIT FEES
WASHINGTON COUNTY – LAND RESOURCES

9.a.e

ANIMAL WASTE STORAGE

New or Expanding Animal Waste Storage Facility	250.00
Transfer System only	50.00
Closure of an Existing Animal Waste Storage Facility	25.00

EROSION CONTROL – STORMWATER MANAGEMENT

Erosion Control Plan Application	50.00
Erosion Control > 1 acre w/ < 20,000 sq ft additional impervious surfaces	75.00
Erosion Control & Stormwater Management Plan Application	100.00
Plan, Review & Inspection Fee	65.00/hour

NONMETALLIC MINING RECLAMATION

Nonmetallic Mining Reclamation Annual Reporting Fee - Includes State Portion shown in ():	
1-5 ac	70.00 (35)
6-10 ac	140.00 (70)
11-15 ac	210.00 (105)
16-25 ac	280.00 (140)
26-50 ac	320.00 (160)
>50 ac	350.00 (175)
Nonmetallic Mining Reclamation Annual Fees for Local Transportation Project-Related Mines:	
1-5 ac	N/C
6-10 ac	N/C
11-15 ac	N/C
16-25 ac	N/C
26-50 ac	N/C
>50 ac	N/C
Nonmetallic Mining Reclamation Plan Review Fees:	
1-25 ac	100.00
26-50 ac	200.00
>50 ac	300.00

OTHER

Clean Sweep - per vehicle charge for Hazardous Waste Collection	10.00/car
Land Resources Staff - Technical Assistance Fee	65.00/hour

Fees are automatically waived for federal, state, regional, and local governments. Additionally, fees are waived for educational institutions and all entities with taxing authority in Washington County.

**FOR ANY ITEM LISTED ON THESE FEE SCHEDULES:
FAILURE TO OBTAIN A PERMIT – FOUR TIMES THE FEE IF ISSUABLE**



PLANNING AND ZONING DIVISION FEES

PLANNING AND ZONING PERMIT FEES - 2024

Planning & Zoning Permits	2024 Fees
Accessory Buildings (New or Remodel)	\$125.00
Accessory building (Bundled Application)	\$ 65.00
Airport Height Permit	\$200.00
Board of Adjustment	\$700.00
Boathouse (New or remodel-Includes Deed Restriction)	\$250.00
Conditional Uses with Plan of Operation	\$600.00
Conditional Uses without Plan of Operation	\$550.00
Decks, Patios, Signs, Pools, Other Impervious	\$100.00
Deed Restriction Drafting	\$125.00
Digital Recording Production	\$ 25.00
EFD Zoning Permit Review Fee	\$300.00
Floodplain Annual Utility Permit	\$425.00
Floodplain Development in C-1 District	\$150.00
Minor Change Zoning Permit	\$ 65.00
Minor Grading	\$150.00
Mitigation Plan Review	\$200.00
Multi Family Zoning Permit (Per building)	\$225.00
New Residence Zoning Permit	\$275.00
New Industrial and Commercial Buildings/Cell Towers/Cellular Co-location	\$250.00
Park and Planning Commission Authorization	\$225.00
Quarry, Clean Fill Sites	\$500.00
Release of Restriction Draft	\$150.00
Remodeling and/or Addition Principal Structure	\$200.00
Site Plan/Plan of Operation	\$300.00

Subdivision Review Fees - Final (includes resubmittals)	\$475.00
Subdivision Review Fees - Preliminary (includes resubmittals)	\$675.00
Subdivision Review Fees/Per Lot - Preliminary Plat - 1st submittal	\$ 22.00
Subdivision Review Fees - Certified Survey Map	\$425.00
Vegetation Cutting Permit	\$150.00
Waukesha County Development Plan Amendment	\$600.00
Waukesha County Development Plan Amendment - Out of sequence	\$725.00
Zoning Amendments	\$600.00
Application fees for "after-the-fact" permits double	

9.a.f

Fees are established through the annual County budget process and are subject to change on a yearly basis. Please contact the Planning and Zoning Division for current fee amounts.

Mailing Address: 515 W. Moreland Blvd. Room AC 230, Waukesha, WI 53188

Reception Desk: Room AC260

Phone: (262) 548-7816

For general information, please contact the Land Information Office (<mailto:landinformation@waukeshacounty.gov>)

Office Location Map

(<https://www.google.com/maps/place/515+W+Moreland+Blvd,+Waukesha,+WI+53188/@43.0225936,-88.2315122,17z/data=!3m1!4b1!4m5!3m4!1s0x8805a8188.2293235>)

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 (<https://nextdoor.com/agency-detail/wi/waukesha/waukesha-county/>)

 (/)  I Want To (/IWantTo)  Services (/Services)  Departments (/Departments)

We value your feedback. Please visit the [Customer Satisfaction Survey](https://waukesha.co/CustomerServiceSurvey) to tell us how we did! (<https://waukesha.co/CustomerServiceSurvey>)

Attachment: Waukesha County - Zoning Permit Fees (ORD.24-3 : Ozaukee County Shoreland Protection Ordinance)

ORDINANCE NO. 24-4

OZAUKEE COUNTY FLOODPLAIN ZONING ORDINANCE

An Ordinance repealing Chapter 7: Shoreland and Floodplain Zoning Ordinance of the Ozaukee County Code of Ordinances, to be replaced by Chapter 18: Floodplain Zoning Ordinance.

The County Board of Supervisors of the County of Ozaukee does ordain that CHAPTER 7 of the Ozaukee County Code of Ordinances be replaced as follows:

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:

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 Chs. 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 Chs. 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.

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.

(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 GREATER 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.

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.

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 HYDROLOGIC 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.

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.

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.

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.

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.

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;

(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 waste or defined as a manufacturing byproduct per s. 18.10000.

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.

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.

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.

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.

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.

(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.

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 runoff, 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.

(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.

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 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.

(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.

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) that is located in a floodway area shall 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 Any new private onsite wastewater treatment systems (POWTS), or the addition, modification, repair, maintenance, and continued use of an existing private onsite wastewater treatment system (POWTS), shall meet all the applicable provisions of all local ordinances, s. 18.07503 and Ch. SPS 383, Wis. Adm. Code.

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.

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.

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.

(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 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.

(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.

(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 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 charged 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.

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
- (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;
- (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.

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;
- (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.

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.

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.

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.

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.

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.

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 Ch. NR 661.0003
<<https://docs.legis.wisconsin.gov/document/administrativecode/NR%20661.0003>>, 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.

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.

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.

76 PRIVATE SEWAGE SYSTEM

See "PRIVATE ONSITE WASTEWATER 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 Ch. NR 661.0002

<<https://docs.legis.wisconsin.gov/document/administrativecode/NR%20661.0003>>, 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.

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.

OZAUKEE COUNTY FEE SCHEDULE

Permit Fees	
shoreland permit	\$50.00

floodplain permit	\$250.00
special exception (conditional use) permit	\$500.00
<i>In addition to the above:</i>	
grading / excavating	\$50.00
structures (footprint of principal & accessory)	\$0.25/sq. ft.
boathouse	\$50.00
impervious surfaces (non-structural)	\$0.10/sq. ft.
certificate of compliance	\$75.00
permit extension	\$200.00
Review Fees	
site development plans	\$50.00
site development plans (Lake Michigan bluff & ravine areas / floodplain areas)	\$100.00
mitigation plans	\$200.00
stormwater plans	\$50.00
erosion control plans	\$50.00
geotechnical subsurface investigation report	\$100.00
hydraulic and hydrologic studies	\$100.00
minor land division (csm) / preliminary plat	\$550.00
Service Fees	
written floodplain determination	\$100.00
Administration Fees	
zoning amendment (text or map)	\$500.00
appeal (one hearing only)	\$500.00
variance (one hearing only)	\$500.00

*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 Ordinance shall take effect upon enactment and publication.

Dated at Port Washington, Wisconsin, this 3rd day of July 2024.

SUMMARY: Ordinance to repeal Chapter 7: Shoreland and Floodplain Zoning Ordinance of the Ozaukee County Code of Ordinances, to be replaced by Chapter 18: Floodplain Zoning Ordinance.

VOTE REQUIRED: Majority

07/02/24

Natural Resources Committee

APPROVED

RESULT: **APPROVED [UNANIMOUS]**
MOVER: T. Matera, Supervisor District 7
SECONDER: B. Jobs, Supervisor District 3
AYES: Holyoke, Ross, Jobs, Matera, Schoessow

NATURAL RESOURCES COMMITTEE

Natural Resources Committee
AGENDA INFORMATION SHEET

AGENDA DATE:	July 3, 2024
DEPARTMENT:	Land and Water Management
DIRECTOR:	Katie Vogeler
PREPARER:	Katie Vogeler

Agenda Summary Ozaukee County Floodplain Zoning Ordinance

BACKGROUND INFORMATION:

- Wisconsin Department of Natural Resources and the Federal Emergency Management Agency have notified Ozaukee County on January 1, 2024, that updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS) must be adopted into the local floodplain ordinance within six months. Ozaukee County Floodplain Ordinance must be updated and approved by DNR and FEMA no later than July 31, 2024 or the community will be suspended from the National Flood Insurance Program (NFIP).
- WI DNR has updated their Floodplain Model Ordinance effective March 10, 2022. Ozaukee County must update the Floodplain Ordinance to include the minimum regulatory standards required by NR 116 WIS. ADMIN. CODE and those of the National Flood Insurance Program 44 CFR 59-72.

ANALYSIS: Ozaukee County Floodplain Ordinance will meet minimum Wisconsin State Statutes and maintain landowner liberties with environmental protections of floodplain. This action will fulfill the Wisconsin State requirements.

A copy of the current Chapter 7 Shoreland and Floodplain Zoning Ordinance can be found on the County website at <https://www.ozaukeecounty.gov/1198/Code-of-Ordinances>

FISCAL IMPACT: N/A

FUNDING SOURCE: N/A **County Levy:** **Non-County Levy:** **Indicate source:**

RECOMMENDED MOTION: Approve to repeal Chapter 7: Shoreland and Floodplain Zoning Ordinance and replace with Chapter 18: Floodplain Zoning in the Ozaukee County Code of Ordinances.

ATTACHMENTS:

- Ordinance Summary (DOC)
- Zoning Cost Center (PDF)
- Current Fee Schedule (PDF)

- Sheboygan County Fees (PDF)
- Washington Co Fees(PDF)
- Waukesha County - Zoning Permit Fees (PDF)

**CHAPTER 18, FLOODPLAIN ZONING ORDINANCE
&
CHAPTER 19, SHORELAND PROTECTION ORDINANCE**

SUMMARY

Background

As evident by title, Chapter 7, Ozaukee County Shoreland and Floodplain Ordinance, is a combined ordinance administering both shoreland and floodplain zoning. Since its inception in 1969, and last major revision in 2016, the combination into one zoning code has been allowed by the Wisconsin Department of Natural Resources (DNR).

On January 1, 2024, this department was notified by DNR and the Federal Emergency Management Agency (FEMA), that updated Flood Insurance Rate Maps (FIRMs) and the Flood Insurance Study (FIS) must be adopted into the local floodplain ordinance within six months. Failure to do so would result in community suspension of the National Flood Insurance Program (NFIP). This department was subsequently notified that the DNR review and approval process, as required before adoption, will not recognize the administration of shoreland and floodplain zoning under common ordinance.

Because we are a riparian county located along the shoreline of Lake Michigan, and because of the significant changes required in the application of the proposed FIRMs and FIS, a new model ordinance was created to effectively administer floodplain zoning, meeting the minimum regulatory standards required by NR 116, Wisconsin Administrative Code. The DNR has also updated the shoreland model ordinance to include the minimum regulatory standards required by NR 115, Wisconsin Administrative Code.

The segregation of zoning ordinance requires that Chapter 7 be completely repealed and replaced with Chapter 18, Floodplain Zoning Ordinance, and Chapter 19, Shoreland Protection Ordinance. Said ordinances were written utilizing the DNR model ordinances, with the intent on meeting the minimum regulatory standards, as set forth under Wisconsin Administrative Code. The following pages summarize additional language added to the model ordinances under the direction of the Natural Resource Committee. These summary's do not include language that was maintained from the current Chapter 7, Shoreland & Floodplain Zoning Ordinance, as it was previously reviewed and approved by the County Board in 2016.

Chapter 18, Floodplain Zoning Ordinance:

18.01505(D)

On lands that are removed from the floodplain by the placement of fill, structures will continue to meet the requirements of s. 18.04300 (first floor at or above the flood protection elevation; basement or crawlspace floor at or above the flood elevation). This standard of development ensures that a future structure will be “reasonably safe from flooding.”

18.04310

Expansion of fill prohibition of solid or hazardous waste to include manufacturing byproducts. This language will be included in a future update to the DNR model floodplain ordinance.

18.07102(D)(01)

Stormwater plans are required for applicable projects and shall demonstrate that post-construction stormwater flow will not adversely impact neighboring properties or impede natural drainage patterns.

18.07102(D)(02)

Erosion control plans are required for applicable projects.

18.07102(E)(03)

The penalty for starting work without a permit is increased to ten (10) times the applicable permit and review fees.

18.10000

Definitions added as necessary.

Chapter 19, Shoreland Protection Ordinance:

19.06101(4)

Clarification per DNR correspondence that access stairs (to a rooftop deck) shall be located within the interior footprint of the boathouse.

19.06401(C)

This section was added with the intent to allow minor accessory structures within the Lake Michigan bluff setback area.

19.06501(D)

This section was added with the intent to allow minor accessory structures within the Lake Michigan ravine setback area.

19.08000

Expansion of fill prohibition of solid or hazardous waste to include manufacturing byproducts. This language was included for continuity between zoning districts.

19.15102(C)(01)

Stormwater plans are required for applicable projects and shall demonstrate that post-construction stormwater flow will not adversely impact neighboring properties or impede natural drainage patterns.

19.15102(C)(02)

Erosion control plans are required for applicable projects.

19.15102(D)(03)

The penalty for starting work without a permit is increased to ten (10) times the applicable permit and review fees

19.16000

Definitions added as necessary.

12/31/2023

OZ-Curr:117-2-13

**Ozaukee County
L&WM Zoning**

For the Twelve Months Ending Sunday, December 31, 2023

	Current Month Actual	2023 YTD Actual	2023 Total Budget	Budget Balance	% Budget YTD
Revenues					
Intergovernmental Revenues		(\$1,453.69)		\$1,453.69	0.00%
Public Charges for Services			1,200.00	1,200.00	0.00%
Licenses & Permits	15,054.52	28,351.67	21,999.96	(6,351.71)	128.87%
Total Revenues	\$15,054.52	\$26,897.98	\$23,199.96	(\$3,698.02)	115.94%
Expenditures					
Salaries	13,060.32	108,255.75	131,680.32	23,424.57	82.21%
Fringe Benefits	1,881.67	40,488.39	47,260.68	6,772.29	85.67%
Travel/Training	68.12	539.77	2,399.88	1,860.11	22.49%
Supplies		176.93	1,324.92	1,147.99	13.35%
Purchased Services	18.21	763.80	1,999.92	1,236.12	38.19%
Interdepartment Charges	704.04	8,635.63	8,880.84	245.21	97.24%
					1070.50
Other Expenses	93.07	1,070.07	99.96	(970.11)	%
Total Operating Expenditures	\$15,825.43	\$159,930.34	\$193,646.52	\$33,716.18	82.59%
Total Expenditures	\$15,825.43	\$159,930.34	\$193,646.52	\$33,716.18	82.59%
Net Increase (Decrease)	(\$770.91)	(\$133,032.36)	(\$170,446.56)	(\$37,414.20)	78.05%

Operating Expense = \$159,930.34

Revenue of Permits = \$28,351.67

Number of Permits in 2023 = 55

50% operating expense on permit related work = $\$159,930.34 - 8,635.63 * 50\% = \$75,647.36$

/ 55 permits = \$1,375.41 dept cost per permit. This cost includes all costs for travel, supplies, purchased services, (Interdept charge not included)

dept revenue per permit avg = \$515.49

Each Permit includes: All Plan Reviews (2-3 hours), 2-3 site visits at estimated 1 hour each, potential redesigns and a closing certificate of compliance inspection. permits with mitigation require follow-up annually to confirm mitigation is still in place.

Attachment: Zoning Cost Center (ORD 24-4 : Ozaukee County Floodplain Zoning Ordinance)

APPLICATION REQUIREMENTS

Pre-application meeting: *It is strongly recommended that you or your agent schedule an appointment to meet with LWM staff to discuss the proposed project prior to applying for a shoreland permit.*

The permit application shall include:

- ☐ Thoroughly completed shoreland permit application (enclosed).
- ☐ Survey completed by a Wisconsin Registered Land Surveyor containing the elements described on the Shoreland Survey Submittal Checklist on page 3. This requirement may be waived based on staff onsite observations of the property.
- ☐ Scaled floor plans for the proposed structure(s). If the application is for a modification/addition to an existing structure, a copy of the floor plans for both the existing structure and proposed modification/addition must be included.
- ☐ Erosion control plan.
- ☐ Mitigation plan based on ordinance requirements (as determined by LWM).
- ☐ Fees (must be submitted with the permit application materials).
- ☐ **Other items may also be required.**

Fee Schedule:

Grading / Excavating (no structures)	\$150.00
Structures (principal & accessory)	\$150.00 plus \$0.07/sq.ft.
Structures w/setback averaging	\$200.00 plus \$0.07/sq.ft.
Structures w/mitigation option	\$250.00 plus \$0.07/sq.ft.
Structures w/setback averaging & mitigation option	\$300.00 plus \$0.07/sq.ft.
Floodplain Development	\$325.00
Other/General (e.g. boardwalk, staircase)	\$100.00

The following supplemental materials can be found on the LWM webpage:

<http://www.co.ozaukee.wi.us/295/Land-Water-Management>

- ☐ Ozaukee County Shoreland and Floodplain Zoning Ordinance
- ☐ Ozaukee County Mitigation Guidebook
- ☐ Ozaukee County Shoreland Permit Application

SHEBOYGAN COUNTY PLANNING & CONSERVATION DEPT FEE SCHEDULE

Effective 1/1/2024

Adopted in 2023 by the Sheboygan County Board

Sanitary

Sanitary Permit - conventional system	480.00
Sanitary Permit - conventional system w/passive pretreatment	620.00
Sanitary Permit - tank replacement	380.00
Sanitary Permit - inground pressure system	500.00
Sanitary Permit - at grade/mound/sand filter system	620.00
Sanitary Permit - individual site design	680.00
Sanitary Permit - experimental systems	780.00
Sanitary Permit - holding tanks <3000 gpd	430.00
County Sanitary Permit - reconnection	180.00
County Sanitary Permit - pipe repair/replacement/suction line	180.00
County Sanitary Permit - pipe repair/replacement-permit issued after 1/1/1990*	75.00
Sanitary Permit - drainfield replacement	380.00
Sanitary Permit - existing system-addition of pretreatment unit only/filter installation	230.00
Sanitary Permit - non plumbing system	180.00
Sanitary Permit - renewal/transfer	100.00
Sanitary Permit - abandonment permit	35.00
Sanitary Ordinance - maintenance program administration	16.50
Department Soil Test Review (soil tests submitted for CSM approval are exempt)	20.00
Electronic Permit Submission Printing Fee (in addition to permit fee)	5.00
Citation Administration Fee	75.00

Shoreland & Floodplain

Shoreland Permit	255.00
Shoreland Permit - w/mitigation option	355.00
Shoreland Permit - floodplain development	330.00
Shoreland Permit - accessory Structure >300' from OHWM & out of flood plain	75.00
Shoreland Permit - staff drawing	200.00
Shoreland Conditional Use (in addition to permit fee)	655.00
Rezoning Request	655.00
Shoreland Permit - renewal/transfer/amendment	100.00
Ordinance Amendment Request	675.00

Land Division

Subdivision Ordinance - preliminary plat review	455 + 4/acre
Subdivision Ordinance - final plat review	255 + 4/acre
County Plat Review	360.00
Replat Review	360.00
Conservation Subdivision Review	135.00
Subdivision Ordinance - certified survey map review	275.00
Variance Request	325.00

Miscellaneous

Board of Adjustments	575.00
Address Assignment	52.75 - 58.03

Attachment: Sheboygan County Fees (ORD.24-4 : Ozaukee County Floodplain Zoning Ordinance)

SHEBOYGAN COUNTY PLANNING & CONSERVATION DEPT FEE SCHEDULE

Effective 1/1/2024

Adopted in 2023 by the Sheboygan County Board

Household Hazardous Waste

Household Hazardous Waste - Electronics	40.00
Household Hazardous Waste - Hazardouse Waste	20.00

Recreational Permits

Boat launch - resident daily	4.00
Boat launch - resident annual	16.00
Boat launch - non-resident daily	6.00
Boat launch - non-resident annual	24.00

Animal Waste Storage

Animal Waste Storage Permit - Storage 0-300 animals	605.00
Animal Waste Storage Permit - Storage >300 animals	1,250.00
Animal Waste Storage Permit - Modification 0-300 animals	255.00
Animal Waste Storage Permit - Modification >300 animals	505.00
Animal Waste Storage Permit - Feedlots	205.00
Animal Waste Storage Permit - Facility Closure	205.00

Nonmetallic Mining

Nonmetallic Mining Permit - unreclaimed Acres 1-5	180.00
Nonmetallic Mining Permit - unreclaimed Acres 6-10	355.00
Nonmetallic Mining Permit - unreclaimed Acres 11-15	530.00
Nonmetallic Mining Permit - unreclaimed Acres 16-25	705.00
Nonmetallic Mining Permit - unreclaimed Acres 26-50	815.00
Nonmetallic Mining Permit - unreclaimed Acres 51 or more	875.00

Erosion Control & Stormwater Management

Erosion Control & Stormwater Management Permit - Land Disturbance	100 + 40/acre of land disturbed
Erosion Control & Stormwater Management Permit - Subdivision	200 + 40/lot
Erosion Control & Stormwater Management Permit - Commercial/Other	200 + 40/acre of land disturbed
GPS Tile Map	40.00

2024-2025 PERMIT FEES
WASHINGTON COUNTY – LAND RESOURCES

9.b.e

ANIMAL WASTE STORAGE

New or Expanding Animal Waste Storage Facility	250.00
Transfer System only	50.00
Closure of an Existing Animal Waste Storage Facility	25.00

EROSION CONTROL – STORMWATER MANAGEMENT

Erosion Control Plan Application	50.00
Erosion Control > 1 acre w/ < 20,000 sq ft additional impervious surfaces	75.00
Erosion Control & Stormwater Management Plan Application	100.00
Plan, Review & Inspection Fee	65.00/hour

NONMETALLIC MINING RECLAMATION

Nonmetallic Mining Reclamation Annual Reporting Fee - Includes State Portion shown in ():	
1-5 ac	70.00 (35)
6-10 ac	140.00 (70)
11-15 ac	210.00 (105)
16-25 ac	280.00 (140)
26-50 ac	320.00 (160)
>50 ac	350.00 (175)
Nonmetallic Mining Reclamation Annual Fees for Local Transportation Project-Related Mines:	
1-5 ac	N/C
6-10 ac	N/C
11-15 ac	N/C
16-25 ac	N/C
26-50 ac	N/C
>50 ac	N/C
Nonmetallic Mining Reclamation Plan Review Fees:	
1-25 ac	100.00
26-50 ac	200.00
>50 ac	300.00

OTHER

Clean Sweep - per vehicle charge for Hazardous Waste Collection	10.00/car
Land Resources Staff - Technical Assistance Fee	65.00/hour

Fees are automatically waived for federal, state, regional, and local governments. Additionally, fees are waived for educational institutions and all entities with taxing authority in Washington County.

**FOR ANY ITEM LISTED ON THESE FEE SCHEDULES:
FAILURE TO OBTAIN A PERMIT – FOUR TIMES THE FEE IF ISSUABLE**

Attachment: Washington Co Fees (ORD.24-4 : Ozaukee County Floodplain Zoning Ordinance)



PLANNING AND ZONING DIVISION FEES

PLANNING AND ZONING PERMIT FEES - 2024

Planning & Zoning Permits	2024 Fees
Accessory Buildings (New or Remodel)	\$125.00
Accessory building (Bundled Application)	\$ 65.00
Airport Height Permit	\$200.00
Board of Adjustment	\$700.00
Boathouse (New or remodel-Includes Deed Restriction)	\$250.00
Conditional Uses with Plan of Operation	\$600.00
Conditional Uses without Plan of Operation	\$550.00
Decks, Patios, Signs, Pools, Other Impervious	\$100.00
Deed Restriction Drafting	\$125.00
Digital Recording Production	\$ 25.00
EFD Zoning Permit Review Fee	\$300.00
Floodplain Annual Utility Permit	\$425.00
Floodplain Development in C-1 District	\$150.00
Minor Change Zoning Permit	\$ 65.00
Minor Grading	\$150.00
Mitigation Plan Review	\$200.00
Multi Family Zoning Permit (Per building)	\$225.00
New Residence Zoning Permit	\$275.00
New Industrial and Commercial Buildings/Cell Towers/Cellular Co-location	\$250.00
Park and Planning Commission Authorization	\$225.00
Quarry, Clean Fill Sites	\$500.00
Release of Restriction Draft	\$150.00
Remodeling and/or Addition Principal Structure	\$200.00
Site Plan/Plan of Operation	\$300.00

Subdivision Review Fees - Final (includes resubmittals)	\$475.00
Subdivision Review Fees - Preliminary (includes resubmittals)	\$675.00
Subdivision Review Fees/Per Lot - Preliminary Plat - 1st submittal	\$ 22.00
Subdivision Review Fees - Certified Survey Map	\$425.00
Vegetation Cutting Permit	\$150.00
Waukesha County Development Plan Amendment	\$600.00
Waukesha County Development Plan Amendment - Out of sequence	\$725.00
Zoning Amendments	\$600.00
Application fees for "after-the-fact" permits double	

9.b.f

Fees are established through the annual County budget process and are subject to change on a yearly basis. Please contact the Planning and Zoning Division for current fee amounts.

Mailing Address: 515 W. Moreland Blvd. Room AC 230, Waukesha, WI 53188

Reception Desk: Room AC260

Phone: (262) 548-7816

For general information, please contact the Land Information Office (<mailto:landinformation@waukeshacounty.gov>)

Office Location Map

(<https://www.google.com/maps/place/515+W+Moreland+Blvd,+Waukesha,+WI+53188/@43.0225936,-88.2315122,17z/data=!3m1!4b1!4m5!3m4!1s0x8805a8188.2293235>)

Connect with us! [!\[\]\(41522e4bc16f9c09fcd0b24ddac5bb84_img.jpg\) \(/Facebook\)](#) [!\[\]\(37125ef4927f4d7f6bb20656ebe712bf_img.jpg\) \(/LinkedIn\)](#) [!\[\]\(7d75a68994c7a3e745f4f757c1b64914_img.jpg\) \(/Twitter\)](#) [!\[\]\(d499e9edfb2dbbf6d37b33b71620ee7c_img.jpg\) \(/Youtube\)](#) [!\[\]\(9f821963663a9c585b32a61c455b73f4_img.jpg\)](#)
(<https://nextdoor.com/agency-detail/wi/waukesha/waukesha-county/>)

[!\[\]\(d6f261e161ae557fb44fabcc1e123456_img.jpg\) \(/\)](#) [I Want To \(/IWantTo\)](#) [Services \(/Services\)](#) [Departments \(/Departments\)](#)

We value your feedback. Please visit the [Customer Satisfaction Survey](https://waukesha.co/CustomerServiceSurvey) to tell us how we did! (<https://waukesha.co/CustomerServiceSurvey>)

Attachment: Waukesha County - Zoning Permit Fees (ORD.24-4 : Ozaukee County Floodplain Zoning Ordinance)