AGENDA
OZAUKEE COUNTY BOARD
REGULAR MEETING
WEDNESDAY, OCTOBER 2, 2019 – 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:

1. CALL TO ORDER
   Roll Call
2. PLEDGE OF ALLEGIANCE TO THE FLAG
3. APPROVAL OF MINUTES
   September 4 and 18, 2019
4. PUBLIC COMMENT
   Legislative Update
   Chairperson's Proclamation
5. COMMUNICATIONS
6. CLAIMS
7. COUNTY ADMINISTRATOR'S REPORT
   County Administrator's Report - October 2019
8. NON-COMMENDATION RESOLUTIONS
   RES.19-22: Transfer of Funds 2019 - Planning & Parks; Land Information
   RES.19-23: Transfer of Funds 2019 - Justice Center Workout Room
   RES.19-24: Increase of Revenue 2019 - Human Resources
   RES.19-25: We Energies Underground Easement for Electrical Service Replacement at Mee-Kwon County Park
   RES.19-26: Approving a Cooperative Agreement Between the Milwaukee Metropolitan Sewerage District and Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project Which Includes Ozaukee County Acceptance of Title to the Property Located at 9104 Mequon Road, Mequon, WI (Parcel ID 140201500100) for Addition to the Ozaukee County Park System per §§ 59.52(6)(a) and 27.065(1)(a) of the Wisconsin Statutes and Grant of a Conservation Easement to the District Per § 700.40 of the Wisconsin Statutes
9. ORDINANCES
   ORD.19-4: Shoreland and Floodplain Zoning Map Amendment Section 33 Town of Cedarburg
10. REPORTS
    REP. 19-2: Annual Dog Listing 2019
11. COMMITTEE APPOINTMENTS/REAPPOINTMENTS
12. COMMITTEE REPORTS
13. ADJOURNMENT

Persons with disabilities requiring accommodations for attendance at this meeting should contact the County Clerk’s Office at 262-284-8110, twenty-four (24) hours in advance of the meeting.
<table>
<thead>
<tr>
<th>AGENDA DATE:</th>
<th>October 2, 2019</th>
</tr>
</thead>
<tbody>
<tr>
<td>DEPARTMENT:</td>
<td>County Clerk</td>
</tr>
<tr>
<td>DIRECTOR:</td>
<td>Julie Winkelhorst</td>
</tr>
<tr>
<td>PREPARER:</td>
<td>Julie Winkelhorst</td>
</tr>
</tbody>
</table>

**Agenda Summary** September 4 and 18, 2019

September 4, 2019

[https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_09182019-2625>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_09182019-2625>)

September 18, 2019

[https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_09182019-2625>](https://www.co.ozaukee.wi.us/AgendaCenter/ViewFile/Minutes/_09182019-2625>
FINANCE COMMITTEE

COMMITTEE HIGHLIGHTS

Approved repurchase of foreclosed property in Waubeka

Interest earnings $250,000 ahead of budget estimate

<table>
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<tr>
<th>$0</th>
<th>$1M</th>
<th>$2M</th>
<th>$3M</th>
<th>$4M</th>
<th>$5M</th>
<th>$6M</th>
<th>$7M</th>
<th>$8M</th>
<th>$9M</th>
<th>$10M</th>
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<td>2018</td>
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<td>0</td>
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<td>0</td>
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<td>2019</td>
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<td></td>
<td></td>
</tr>
</tbody>
</table>

$4,887,112.00
in Amount Type in 2019
Human Services

This graph shows the cumulative budgets of the departments reporting to the Health and Human Services Committee. All budgets are in line for the first six months of 2019.

Lasata Campus Highlights

Lasata Care Center Revenues outpaced expenditures by $680,000. Year to date the care center is in a positive position of $1.3M. Less depreciation the surplus is $500,000.

NATURAL RESOURCES

Approved Intergovernmental Agreement for Little Menomonee parcel. Transferring the parcel to county as a passive use park.

Public Safety

State of Wisconsin adding 1.6 State funded District Attorney positions to county. 1 FTE to support District Attorney's Office full-time, 0.6 to be shared with Washington County.

Sheriff's Department received $10,000 grant to support K9 Unit
Public Works

War Memorial project underway, expected to be complete in October

Justice Center Roof project complete

County Administrator's Report - October 2, 2019
RESOLUTION NO. 19-22

TRANSFER OF FUNDS 2019 - PLANNING & PARKS; LAND INFORMATION

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

<table>
<thead>
<tr>
<th>Department / Program</th>
<th>Account Number</th>
<th>Account Name</th>
<th>AMOUNT</th>
</tr>
</thead>
<tbody>
<tr>
<td><strong>Planning &amp; Parks</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense</td>
<td>115-2-01-52500-000</td>
<td>Conference and Meetings</td>
<td>$2,950</td>
</tr>
<tr>
<td>Revenue</td>
<td>115-2-01-53154-000</td>
<td>License and Other Fees</td>
<td>$2,950</td>
</tr>
<tr>
<td><strong>Register of Deeds/Land Information</strong></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>Expense</td>
<td>208-1-01-52500-000</td>
<td>Conference &amp; Meetings</td>
<td>$5,500</td>
</tr>
<tr>
<td>Revenue</td>
<td>208-1-01-54107-000</td>
<td>Consulting Services</td>
<td>$5,500</td>
</tr>
</tbody>
</table>

Dated at Port Washington, Wisconsin, this 2nd day of October 2019.

**SUMMARY:** Transfer of funds into the Conference & Meetings accounts for the Planning and GIS Specialist, Land Information Coordinator and GIS Technician to attend “Putting ArcGIS to Use Across Your Organization” training.

**VOTE REQUIRED:** Two-Thirds of Members Elect

FINANCE COMMITTEE

09/26/19 Finance Committee APPROVED

RESULT: APPROVED [UNANIMOUS]

MOVER: J. Strom, Supervisor District 21

SECONDER: L. Herro, Supervisor District 14

AYES: Melotik, Dohrwardt, Richart, Strom, Herro
Natural Resources Committee

AGENDA INFORMATION SHEET

AGENDA DATE: September 16, 2019
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary
Transfer of Funds into the Planning and Parks Department Conference and Meeting budget item to send the Planning and GIS Specialist to "Putting ArcGIS to Use Across Your Organization" Training

BACKGROUND INFORMATION: Geographic Information System (GIS) software (ArcGIS) is used within all divisions of the Planning and Parks Department. From creating site specific maps and databases for ecological projects to creating and maintaining maps and databases for the county’s park system and planning functions, it is essential staff stay up-to-date with the current technology, as well as understand innovative ways to display information utilizing ArcGIS to members of the public. In response to current efforts to understand what role the ArcGIS Online platform could have for the county, as well as provide support to staff in other applications of the software, the Ozaukee County Land Records Department has organized a training opportunity with Esri, the manufacturer of ArcGIS, for themselves, a staff member from the Planning and Parks Department, and two external regional partners that utilize ArcGIS in their daily work. The agenda for the multi-day training covers topics including creating web applications, analyzing data, and monitoring and collecting data in the field, and takes place October 7th to October 9th in St. Paul, Minnesota.

ANALYSIS: Professional development gained through attending this training will in turn provide support for on-going, funded Department programs, and will support the update of the Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035 and Park and Open Space Plan for Ozaukee County. The cost is anticipated to be approximately $2,638 according to the following breakdown: Breakdown of cost -

- Registration: $1,950
- Hotel: $288 ($96/night)
- Food: $200 ($50/day)
- Travel: $200 (carpool with 4 other attendees)

FISCAL IMPACT:
Balance Current Year: Approximately $2,638  Next Year’s Estimated Cost: NONE

FUNDING SOURCE:
County Levy: Non-County Levy: X
RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the transfer of funds to the Conference and Meeting budget item to send the Planning and GIS Specialist with the Ozaukee County Planning and Park Department, to *Putting ArcGIS to Use Across Your Organization* training in St. Paul, Minnesota October 7th-9th, 2019.

<table>
<thead>
<tr>
<th>NATURAL RESOURCES COMMITTEE</th>
</tr>
</thead>
<tbody>
<tr>
<td>RESULT: APPROVED AND FORWARDED [UNANIMOUS] Next: 9/26/2019 8:30 AM</td>
</tr>
<tr>
<td>MOVER: B. Ross, Supervisor District 19</td>
</tr>
<tr>
<td>SECONDER: D. Gall, Supervisor District 16</td>
</tr>
<tr>
<td>AYES: Rothstein, Jobs, Gall, Holyoke, Ross</td>
</tr>
</tbody>
</table>

Attachment: Planning & Parks (RES.19-22 : FUND TRANSFER)
AGENDA INFORMATION SHEET

AGENDA DATE: September 16, 2019
DEPARTMENT: Register of Deeds
DIRECTOR: Ron Voigt
PREPARER: Ron Voigt

Agenda Summary  Transfer of Funds into the Land Information Conference and Meeting Budget Item to send Two Land Information Staff Members to "Putting ArcGIS to Use Across Your Organization" Training

BACKGROUND INFORMATION: Geographic Information System (GIS) software (ArcGIS) is used daily in the Land Information Office. From maintaining parcel and cadastral data as documents are recorded to creating site specific maps and databases for other County departments and local municipalities, it is essential staff stay up-to-date with the current technology, as well as understand innovative ways to display information utilizing ArcGIS to members of the public. In response to current efforts to understand what role the ArcGIS Online platform could have for the county, as well as provide support to staff in other applications of the software, the Ozaukee County Land Records Department has organized a training opportunity with Esri, the manufacturer of ArcGIS, for the GIS Coordinator and the GIS Technician, a staff member from the Planning and Parks Department, and two external regional partners that utilize ArcGIS in their daily work. The agenda for the multi-day training covers topics including creating web applications, analyzing data, and monitoring and collecting data in the field, and takes place October 7th to October 9th in St. Paul, Minnesota.

ANALYSIS: Professional development gained through attending this training will in turn provide support for all departments within Ozaukee County to obtain the goals and objectives of the 2019-2021 Land Records Modernization Plan. The cost is anticipated to be approximately $5,088 according to the following breakdown of cost:

- Registration: $3,900
- Hotel: $588 ($98/night)
- Food: $400 ($50/day)
- Travel: $200 (carpool with 4 other attendees)

FISCAL IMPACT:
Balance Current Year: Approximately $5,088       Next Year’s Estimated Cost: NONE

FUNDING SOURCE:
County Levy: Non-County Levy: X

Indicate source: Land Information Dept Budget - Transfer of Funds from Consulting Services to
RECOMMENDED MOTION: Approve and recommend to the Ozaukee County Board of Supervisors the transfer of funds to the Conference and Meeting budget item to send the Land Information Coordinator and GIS Technician with the Ozaukee County Land Information Department, to *Putting ArcGIS to Use Across Your Organization* training in St. Paul, Minnesota October 7th-9th, 2019.

**NATURAL RESOURCES COMMITTEE**

RESULT: APPROVED AND FORWARDED [UNANIMOUS]

Next: 9/26/2019 8:30 AM

MOVER: B. Ross, Supervisor District 19

SECONDER: B. Jobs, Vice-Chairperson

AYES: Rothstein, Jobs, Gall, Holyoke, Ross
RESOLUTION NO. 19-23

TRANSFER OF FUNDS 2019 - JUSTICE CENTER WORKOUT ROOM

RESOLVED, by the Ozaukee County Board of Supervisors, that budgets be amended as follows:

<table>
<thead>
<tr>
<th>Account Number</th>
<th>Account Name</th>
<th>Amount</th>
<th>Amount</th>
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<tbody>
<tr>
<td>Expense</td>
<td>101-0-00-81100-401 Transfer to Capital Project - Admin</td>
<td>$30,305</td>
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<tr>
<td>Revenue</td>
<td>102-3-01-53153-000 Wellness Program</td>
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<td>$5,000</td>
</tr>
<tr>
<td>Revenue</td>
<td>102-3-01-59101-000 HR - Other Expenses</td>
<td></td>
<td>$9,000</td>
</tr>
<tr>
<td>Revenue</td>
<td>120-3-01-59105-000 Employee Health Clinic</td>
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<td>$16,305</td>
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<tr>
<td>Expense</td>
<td>401-1-01-60000-014 Justice Center Workout Room</td>
<td>$30,305</td>
<td></td>
</tr>
<tr>
<td>Revenue</td>
<td>401-1-01-71100-101 Operating Transfer from General Fund</td>
<td>$30,305</td>
<td></td>
</tr>
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</table>

Dated at Port Washington, Wisconsin, this 2nd day of October 2019.

SUMMARY: Transfer of funds towards new workout room at the Justice Center.

VOTE REQUIRED: Two-Thirds of Members Elect

FINANCE COMMITTEE

09/26/19 Finance Committee APPROVED

RESULT: APPROVED [UNANIMOUS]

MOVED: L. Herro, Supervisor District 14

SECONDER: D. Dohrwardt, Vice-Chairperson

AYES: P. Melotik, D. Dohrwardt, T. Richart, L. Herro

EXCUSED: J. Strom
Finance Committee
AGENDA INFORMATION SHEET

AGENDA DATE: October 2, 2019
DEPARTMENT: Human Resources
DIRECTOR: Chris McDonell
PREPARER: Chris McDonell

Agenda Summary Transfer of Funds 2019 - Justice Center Workout Room

BACKGROUND INFORMATION: The current workout room at the Sheriff’s Office is undersized, outdated, and only available for use to Sheriff’s Department personnel. The Safety & Wellness Committee is interested in partnering with the Sheriff’s Department to build a new workout room that will be larger, include new equipment, and be accessible to all employees 24/7 by use of their employee badge key fob. Sheriff’s Department staff has provided the attached price quotes.

FISCAL IMPACT:

Expenses:
- Wall reconfiguration $12,000
- New flooring $4,618
- Workout equipment $27,687

TOTAL $44,305

Funding sources:
- Adam Hartwig Memorial Golf Outing $14,000
- Safety & Wellness Fund $5,000
- HR Other Expenses Fund $9,000
- Savings from switch to Aurora Clinic $16,305

TOTAL $44,305

The proposed room has an attached breakroom. The proposal includes the cost of wall reconfigurations to incorporate the breakroom and a portion of an adjacent office into the workout room to increase the square footage. Our Justice Center Building Superintendent has estimated the wall reconfiguration to cost $12,000.

Last year the County closed the OzHealth Clinic, moving clinic services to the Aurora Clinic. However, the 2019 budget still includes costs associated with the OzHealth Clinic. Since these expenses are not needed to fund the clinic, staff recommends using a portion of this balance to help fund the employee workout room.
RECOMMENDED MOTION: Staff respectfully requests that the Committee approve funding and budget transfers for a new employee workout room at the Justice Center.

ATTACHMENTS:
- Workout Room Proposal (PDF)
- Budget Amendment Workout Room Project (PDF)
Current workout room:

Proposed new workout room:
Corporate Address
6376 Copps Ave
Monona, WI 53716

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8.a

Proposal

<table>
<thead>
<tr>
<th>Date</th>
<th>Proposal #</th>
</tr>
</thead>
<tbody>
<tr>
<td>6/19/2019</td>
<td>22543</td>
</tr>
</tbody>
</table>

Name/Address
Ozaekke County Sheriff's Office
Kristopher Martin
1201 S. Spring St
Port Washington, WI 53074

Customer Phone 262-284-8461

Expiration Date 30 days, unless noted.

Ship To
Ozaekke County Sheriff's Office
Kristopher Martin
1201 S. Spring St
Port Washington, WI 53074

Requested Delivery Date

Account Rep BL

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Unit Cost</th>
<th>Total</th>
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<tbody>
<tr>
<td>Flooring</td>
<td>Flooring Layout Option 1</td>
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<td></td>
<td>Humane Flooring - Guardian Rolled Rubber</td>
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<tr>
<td></td>
<td>Guardian Rolled Rubber</td>
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<td></td>
<td>8mm Rolled Rubber - 10% Grey</td>
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<td>SPROGR1008</td>
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<td>Plac Cove Base</td>
<td>Plac USA - Cove Base 4&quot; Color (Black) + Vinyl</td>
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<td>1.00</td>
<td>0.90</td>
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<td>Plac EcoGrip A</td>
<td>Plac USA - EcoGrip Adhesive (4 Gal)</td>
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<td>225.00</td>
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<td>Flooring Labor</td>
<td>Flooring Installation - Rolled Rubber</td>
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<td>2</td>
<td>2.00</td>
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<tr>
<td>Flooring Labor</td>
<td>Flooring Installation - Vinyl Base Cove</td>
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<td>Flooring Labor</td>
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<td>Freight charged</td>
<td>Freight costs based on today's rates - Subject to</td>
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<td>change after 7 days.</td>
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<td><strong>Estimated</strong></td>
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<tr>
<td></td>
<td>Delivered direct to customer with lift gate.</td>
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<tr>
<td></td>
<td>Customer responsible for getting product off of</td>
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<td></td>
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<tr>
<td></td>
<td>truck and into storage area within building.</td>
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</table>

Terms & Conditions
Standard Terms & Conditions

1. There may be a 1.5% monthly service charge on overdue accounts. The buyer is also responsible for any collection and/or legal fees involved in collecting past due accounts.

2. There is a 3% processing fee for any purchases made via credit card.

Date __________

Standard Payment Terms: 50% at order, balance due at delivery.
Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit. Please provide tax exempt certificate if applicable.

Phone 262-853-4006

Corp. Fax 608-661-8516

E-Mail BLEONHARD@SUMMITCF.COM

Corp. Phone 608-661-8508

www.SUMMITCF.COM

Leasing options available... Ask your territory manager for details.
### Proposal

**Corporate Address**
6376 Copps Ave
Monona, WI 53716

**Packet Pg. 18**

<table>
<thead>
<tr>
<th>Name/Address</th>
<th>Ship To</th>
</tr>
</thead>
</table>
| Ozuakey County Sheriff's Office
Kristopher Martin
1201 S. Spring St
Port Washington, WI 53074 | Ozuakey County Sheriff's Office
Kristopher Martin
1201 S. Spring St
Port Washington, WI 53074 |

**Customer Phone** 262-284-8461

**Expiration Date** 30 days, unless noted.

**Requested Delivery Date**

| Account Rep | BL. |

**Item** | **Description** |
<table>
<thead>
<tr>
<th></th>
<th></th>
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</thead>
<tbody>
<tr>
<td>3. A restocking fee of 15% will be applied on merchandise ordered but not accepted. Delivery, Set-Up and Freight charges will not be refunded.</td>
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</tr>
<tr>
<td>4. Storage Fees may be assessed for any deliveries delayed within five days prior to the scheduled delivery date. Summit Commercial Fitness will try to accommodate the requested reschedule date.</td>
<td></td>
</tr>
<tr>
<td>5. If customer requires a certificate of insurance that includes a waiver of subrogation or if the additional insured is to be on a primary non-contributory basis the customer agrees to assume the additional cost.</td>
<td></td>
</tr>
<tr>
<td>6. Equipment lease is available with approved credit. Please contact your sales manager for more information.</td>
<td></td>
</tr>
<tr>
<td>7. A Preventative Maintenance Agreement is available for all equipment. Please contact us for further information and an itemized estimate.</td>
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</tr>
<tr>
<td>8. Customer is responsible for anchoring any equipment or product that require floor or wall anchoring/mounting.</td>
<td></td>
</tr>
</tbody>
</table>

**Signed**
(Must sign here and below)

**Date**

---

**Standard Payment Terms:** 50% at order, balance due at delivery. Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit. Please provide tax exempt certificate if applicable.

<table>
<thead>
<tr>
<th>Phone</th>
<th>Corp. Fax</th>
<th>E-Mail</th>
<th>Corp. Phone</th>
<th><a href="http://www.summitcf.com">www.summitcf.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>262-853-4006</td>
<td>608-661-8516</td>
<td><a href="mailto:bleonhard@summitcf.com">bleonhard@summitcf.com</a></td>
<td>608-661-8508</td>
<td></td>
</tr>
</tbody>
</table>

Leasing options available... Ask your territory manager for details.

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Packet Pg. 18
### Proposal

**Date** | **Proposal #**
---|---
6/19/2019 | 22543

#### Name/Address
Ozaukee County Sheriff's Office  
Kristopher Martin  
1201 S. Spring St  
Port Washington, WI 53074

#### Customer Phone
262-284-8461

#### Ship To
Ozaukee County Sheriff's Office  
Kristopher Martin  
1201 S. Spring St  
Port Washington, WI 53074

#### Requested Delivery Date

#### Account Rep
BL

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Date</td>
<td></td>
<td></td>
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<td></td>
<td></td>
</tr>
<tr>
<td>Print Name</td>
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</tr>
</tbody>
</table>

**Expiration Date**: 30 days, unless noted.

**Signature**

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**Subtotal**: $4,618.90

**Sales Tax (0.0%)**: $0.00

**Total**: $4,618.90

---

**Standard Payment Terms**: 50% at order, balance due at delivery.

Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit. Please provide tax exempt certificate if applicable.

**Phone**: 262-853-4006  
**Corp. Fax**: 608-661-8516  
**E-Mail**: bleonhard@summitcf.com

**Corp. Phone**: 608-661-8508  
**www.summitcf.com**

Leasing options available... Ask your territory manager for details.
**Proposal**

<table>
<thead>
<tr>
<th>Date</th>
<th>Proposal #</th>
</tr>
</thead>
<tbody>
<tr>
<td>5/9/2019</td>
<td>22366</td>
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</tbody>
</table>

**Name/Address**
Ozaukee County Sheriff's Office  
Kristopher Martin  
1201 S. Spring St  
Port Washington, WI 53074

**Customer Phone**  
262-284-8461

**Expiration Date**  
30 days, unless noted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Unit Cost</th>
<th>Total</th>
</tr>
</thead>
<tbody>
<tr>
<td>Layout 4</td>
<td>T3x Treadmill and 1 Series Cardio with Strength</td>
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<td></td>
</tr>
<tr>
<td><strong>Matrix Warr Ca...</strong></td>
<td>Matrix Cardio Product Standard Warranty: 3 years parts, 3 years labor, 7 years frame, 90 days wear parts (iPod cable, USB port, headphones jack, battery). T3 treadmills motor - 7 years. Ascents, Ellipticals, Bikes, Climbers &amp; Steppers generator - 5 years.</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td><strong>T3x-D</strong></td>
<td>Matrix T3X Treadmill Act110</td>
<td></td>
<td>$7,205.00</td>
<td>3,595.00</td>
<td>7,190.00T</td>
</tr>
<tr>
<td><strong>E1x-D</strong></td>
<td>Matrix E1X Elliptical</td>
<td></td>
<td>$4,835.00</td>
<td>2,795.00</td>
<td>2,795.00T</td>
</tr>
<tr>
<td><strong>Cardio Equipm...</strong></td>
<td>Jacobs Ladder Stairway - Self-Powered Stepmill - 8ft 6inch minimum height clearance required ***belt included ***Freight not included for this item but zeroed out and listed below - would be added if item is added</td>
<td></td>
<td>$4495.00</td>
<td>3,995.00</td>
<td>0.00T</td>
</tr>
<tr>
<td><strong>U1x-D</strong></td>
<td>Matrix U1X Upright Cycle</td>
<td></td>
<td>$2,775.00</td>
<td>1,495.00</td>
<td>1,495.00T</td>
</tr>
<tr>
<td><strong>Rower-02-D</strong></td>
<td>Matrix Rower-02</td>
<td></td>
<td>$1,950.00</td>
<td>1,350.00</td>
<td>1,350.00T</td>
</tr>
</tbody>
</table>

**Date** ________________

**Standard Payment Terms:** 50% at order, balance due at delivery.  
**Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit.** Please provide tax exempt certificate if applicable.

<table>
<thead>
<tr>
<th>Phone</th>
<th>Corp. Fax</th>
<th>E-Mail</th>
<th>Corp. Phone</th>
<th><a href="http://www.summitcf.com">www.summitcf.com</a></th>
</tr>
</thead>
<tbody>
<tr>
<td>262-853-4006</td>
<td>608-661-8516</td>
<td><a href="mailto:bleonard@summitcf.com">bleonard@summitcf.com</a></td>
<td>608-661-8508</td>
<td></td>
</tr>
</tbody>
</table>

Leasing options available... Ask your territory manager for details.
Corporate Address
6376 Copps Ave
Monona, WI 53716

Name/Address
Ozaukee County Sheriff’s Office
Kristopher Martin
1201 S. Spring St
Port Washington, WI 53074

Customer Phone 262-284-8461
Expiration Date 30 days, unless noted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Unit Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>VS-VFT HS</td>
<td>Versa Functional Trainer Heavy Stack, 30&quot; Storage</td>
<td>1</td>
<td>$5,245.00</td>
<td>3,895.00</td>
<td>3,895.00T</td>
</tr>
<tr>
<td>VS-FTHP-D</td>
<td>Handle Package for Versa Series Functional Trainer; Includes v-bar, curl bar, ropes, ankle strap</td>
<td>1</td>
<td>$415.00</td>
<td>0.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>VY-D85A-D</td>
<td>Utility Benches</td>
<td>1</td>
<td>$770.00</td>
<td>625.00</td>
<td>625.00T</td>
</tr>
<tr>
<td>VY-D59-D</td>
<td>Matrix Varsity Series Multi-adjustable Bench</td>
<td>1</td>
<td>$355.00</td>
<td>275.00</td>
<td>275.00T</td>
</tr>
<tr>
<td>Denali Storage - DB's and Accessories 10x8 ft with customizable storage/shelving</td>
<td>1</td>
<td>$1,200.00</td>
<td>800.00</td>
<td>800.00T</td>
<td></td>
</tr>
<tr>
<td>XT-4SQ-FS-8</td>
<td>XULT 8&quot; FREE STANDING RIG BASE 4W4D</td>
<td>1</td>
<td>$680.00</td>
<td>450.00</td>
<td>450.00T</td>
</tr>
<tr>
<td>XS18-02-D</td>
<td>Shelf Bracket (Single - w/hardware)</td>
<td>8</td>
<td>$38.00</td>
<td>24.00</td>
<td>192.00T</td>
</tr>
<tr>
<td>XS11-02-D</td>
<td>XULT LINEAR SHELF BRACKET (W/HDW)</td>
<td>2</td>
<td>$54.00</td>
<td>34.00</td>
<td>68.00T</td>
</tr>
<tr>
<td>XS07-02-D</td>
<td>XULT 42&quot; Bumper/Rosu Rack</td>
<td>1</td>
<td>$200.00</td>
<td>130.00</td>
<td>130.00T</td>
</tr>
<tr>
<td>XS05-02-D</td>
<td>XULT 42&quot; Dumbbell/Kettlebell Shelf</td>
<td>1</td>
<td>$130.00</td>
<td>85.00</td>
<td>85.00T</td>
</tr>
<tr>
<td>XS01-02-B</td>
<td>XULT 42&quot; Medicine Ball Shelf</td>
<td>1</td>
<td>$114.00</td>
<td>75.00</td>
<td>75.00T</td>
</tr>
<tr>
<td>XS06-02-D</td>
<td>XULT 70&quot; Dumbbell/Kettlebell Shelf</td>
<td>3</td>
<td>$186.00</td>
<td>121.00</td>
<td>363.00T</td>
</tr>
<tr>
<td>XS02-02-D</td>
<td>XULT 70&quot; Medicine Ball Shelf</td>
<td>1</td>
<td>$134.00</td>
<td>87.00</td>
<td>87.00T</td>
</tr>
<tr>
<td>XR11-02-D</td>
<td>XULT J-Hooks (pair)</td>
<td>1</td>
<td>$210.00</td>
<td>132.00</td>
<td>132.00T</td>
</tr>
</tbody>
</table>

Free Weights - DB's and Rubber Plates
DB's
York 5-50 Rubber Hex Set (Black)
1   | $1046.00  | 750.00    | 750.00T  |
York 55 - 100 @ 5lb Inc. Rubber Hex Set (Black) Plates
1   | $3990.00  | 1,875.00  | 1,875.00T |
York - G2 Dual Grip Thin Line Rubber encased Olympic Plate -2.5 lbs
4   | 2.75      | 11.00T    |

Date _____________________

Standard Payment Terms: 50% at order, balance due at delivery.
Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit. Please provide tax exempt certificate if applicable.

Phone 262-853-4006   Corp. Fax 608-661-8516   E-Mail bleonhard@summitcf.com   Corp. Phone 608-661-8508   www.summitcf.com

Leasing options available... Ask your territory manager for details.

Packet Pg. 23
### Proposal

<table>
<thead>
<tr>
<th>Date</th>
<th>Proposal #</th>
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<tbody>
<tr>
<td>5/9/2019</td>
<td>22366</td>
</tr>
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</table>

#### Name/Address
Ozaukee County Sheriff's Office  
Kristopher Martin  
1201 S. Spring St  
Port Washington, WI 53074

#### Ship To
Ozaukee County Sheriff's Office  
Kristopher Martin  
1201 S. Spring St  
Port Washington, WI 53074

#### Customer Phone
262-284-8461

#### Expiration Date
30 days, unless noted.

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
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<th>Unit Cost</th>
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<tbody>
<tr>
<td>29079-A</td>
<td>York - G2 Dual Grip Thin Line Rubber encased Olympic Plate - 5 lbs</td>
<td>4</td>
<td>5.25</td>
<td>20.96</td>
<td></td>
</tr>
<tr>
<td>29080-A</td>
<td>York - G2 Dual Grip Thin Line Rubber encased Olympic Plate - 10 lbs</td>
<td>4</td>
<td>10.45</td>
<td>41.80</td>
<td></td>
</tr>
<tr>
<td>29081-A</td>
<td>York - G2 Dual Grip Thin Line Rubber encased Olympic Plate - 25 lbs</td>
<td>4</td>
<td>26.00</td>
<td>104.00</td>
<td></td>
</tr>
<tr>
<td>29083-A</td>
<td>York - G2 Dual Grip Thin Line Rubber encased Olympic Plate - 45 lbs</td>
<td>4</td>
<td>46.95</td>
<td>187.80</td>
<td></td>
</tr>
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</table>

**Accessories**

- XT-08-MEDB... XULT Med Ball 08lb. 9" Diameter  
- XT-10-MEDB... XULT Med Ball 10lb. 9" Diameter  
- XT-12-MEDB... XULT Med Ball 12lb. 11.25" Diameter  
- XT-15-MEDB... XULT Med Ball 15lb. 11.25" Diameter  
- XT-20-MEDB... XULT Med Ball 20lb. 11.25" Diameter  
- XT-25-MEDB... XULT Med Ball 25lb. 11.25" Diameter  
- XT-08-SLAM... XULT Slam Ball 08lb. 7.9" Diameter  
- XT-10-SLAM... XULT Slam ball 10lb. 7.9" diameter  
- XT-15-SLAM... XULT Slam ball 15lb. 7.9" diameter  
- XT-20-SLAM... XULT Slam ball 20lb. 7.9" diameter  
- XT-25-SLAM... XULT Slam ball 25lb. 9.8" diameter  
- XT-JROPE-AD... XULT jump rope- adjustable with bearings  
- XT-010CAST... XULT Cast Kettlebell 10 lb.  
- XT-020CAST... XULT Cast Kettlebell 20 lb.  
- XT-030CAST... XULT Cast Kettlebell 30 lb.  
- XT-040CAST... XULT Cast Kettlebell 40 lb.  
- XT-050CAST... XULT Cast Kettlebell 50 lb.  
- XT-1.5"x30"-R... XULT Battle Rope 1.5" x 30' with sleeve  

Date __________

**Standard Payment Terms:** 50% at order, balance due at delivery.  
Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit. Please provide tax exempt certificate if applicable.

Phone  
262-853-4006

Corp. Fax  
608-661-8516

E-Mail  
bleonhard@summitcf.com

Corp. Phone  
608-661-8508

www.summitcf.com

Leasing options available... Ask your territory manager for details.
### Customer Phone

<table>
<thead>
<tr>
<th>Item</th>
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<th>Unit Cost</th>
<th>Total</th>
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</thead>
<tbody>
<tr>
<td>400-610-110-A</td>
<td>Prism Classic Plyo Box Set (12&quot;, 18&quot;, 24&quot;, 30&quot;)</td>
<td>1</td>
<td>$449</td>
<td>360.00</td>
<td>360.00T</td>
</tr>
<tr>
<td>400-150-056-A</td>
<td>Prism Smart Plyo Cube - 3-in-1 (20&quot;, 24&quot;, 30&quot;)</td>
<td>0</td>
<td>$499</td>
<td>419.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>XT-TRI-PLOYO...</td>
<td>XULT Tri Plyo Box 20&quot;, 24&quot;, 30&quot;</td>
<td>0</td>
<td>$525.00</td>
<td>419.00</td>
<td>0.00T</td>
</tr>
<tr>
<td>Accessories</td>
<td>Smart Modular Agility Ladder</td>
<td>1</td>
<td>$59.00</td>
<td>50.00</td>
<td>50.00T</td>
</tr>
<tr>
<td></td>
<td>• 15 feet long (breaks into 2 segments)</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td></td>
<td>• SKU: 400-110-100</td>
<td></td>
<td></td>
<td></td>
<td></td>
</tr>
<tr>
<td>XT-12MM-TPMO...</td>
<td>XULT Fit Mat w/grommets 12mm TPE 56&quot;x23&quot; - Black</td>
<td>4</td>
<td>$48.00</td>
<td>30.00</td>
<td>120.00T</td>
</tr>
<tr>
<td>TRXCLUB4-A</td>
<td>TRX Commercial Suspension Trainer w/ Rubber Handles</td>
<td>1</td>
<td>249.95</td>
<td>199.95</td>
<td>199.95T</td>
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<tr>
<td>XT-STR-BAN...</td>
<td>XULT Strength band 0.5&quot; Light - Red</td>
<td>1</td>
<td>$12.00</td>
<td>8.00</td>
<td>8.00T</td>
</tr>
<tr>
<td>XT-STR-BAN...</td>
<td>XULT Strength band 0.85&quot; Medium - Purple</td>
<td>1</td>
<td>$17.00</td>
<td>11.00</td>
<td>11.00T</td>
</tr>
<tr>
<td>XT-STR-BAN...</td>
<td>XULT Strength band 1.25&quot; Heavy - Black</td>
<td>1</td>
<td>$26.00</td>
<td>16.00</td>
<td>16.00T</td>
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<tr>
<td>XT-STR-BAN...</td>
<td>XULT Strength band 1.8&quot; Xtra Heavy - Orange</td>
<td>1</td>
<td>$33.00</td>
<td>21.00</td>
<td>21.00T</td>
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<tr>
<td>Accessories</td>
<td>SPRI Mini Bands - Light - green</td>
<td>1</td>
<td>$3.98</td>
<td>3.98</td>
<td>3.98T</td>
</tr>
<tr>
<td>Accessories</td>
<td>SPRI Mini Bands - Medium - red</td>
<td>1</td>
<td>$4.98</td>
<td>4.98</td>
<td>4.98T</td>
</tr>
<tr>
<td>Accessories</td>
<td>SPRI Mini Bands - Heavy - blue</td>
<td>1</td>
<td>$5.98</td>
<td>5.98</td>
<td>5.98T</td>
</tr>
<tr>
<td>Accessories</td>
<td>SPRI Mini Bands - Ultra Heavy - purple</td>
<td>1</td>
<td>$5.98</td>
<td>5.98</td>
<td>5.98T</td>
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<tr>
<td>67150 - B</td>
<td>Power Systems Power Wheel</td>
<td>1</td>
<td>$54.95</td>
<td>54.95</td>
<td>54.95T</td>
</tr>
<tr>
<td>XT-6&quot;X36&quot;-RL...</td>
<td>XULT High Density Foam Roller 6&quot; x 36&quot;</td>
<td>2</td>
<td>$21.00</td>
<td>14.00</td>
<td>28.00T</td>
</tr>
</tbody>
</table>

### Standard Payment Terms:
50% at order, balance due at delivery.
Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit.
Please provide tax exempt certificate if applicable.

---

Leasing options available... Ask your territory manager for details.

---

Packet Pg. 25
# Proposal

**Date**: 5/9/2019  
**Proposal #:** 22366

---

**Name/Address**  
**Ship To**  
Ozaukee County Sheriff's Office  
Kristopher Martin  
1201 S. Spring St  
Port Washington, WI 53074

---

**Customer Phone**: 262-284-8461  
**Account Rep**: BL

---

<table>
<thead>
<tr>
<th>Item</th>
<th>Description</th>
<th>Qty</th>
<th>List Price</th>
<th>Unit Cost</th>
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<tbody>
<tr>
<td>Delivery</td>
<td>Delivery &amp; Assembly</td>
<td>1</td>
<td>1900</td>
<td>1,900.00</td>
<td>1,900.00T</td>
</tr>
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</table>
| Freight charged... | Freight costs based on today's rates - Subject to change after 7 days.  
**Freight for Stairway by Jacobs Ladder if item is added to quote** | 0 | 450 | 450.00 | 0.00T |

---

**Expiration Date**: 30 days, unless noted.

---

**Signature**  
**Date**

---

**Subtotal**: $26,487.42  
**Sales Tax (0.0%)**: $0.00  
**Total**: $26,487.42

---

Standard Payment Terms: 50% at order, balance due at delivery.  
Full Commercial Treadmills require NEMA 520-R outlet w/dedicated 20 amp circuit. Please provide tax exempt certificate if applicable.

---

**Phone**: 262-853-4006  
**Corp. Fax**: 608-661-8516  
**E-Mail**: bleonhard@summitcf.com  
**Corp. Phone**: 608-661-8508  
**www.summitcf.com**

---

Leasing options available... Ask your territory manager for details.
Ozaukee County Sheriff's Weight Room

approx. 32 feet along curve

1) T3x Treadmill
2) Matrix Rower
3) Elliptical
4) Upright Bike
5) Versa Functional Trainer
6) Varsity Power Rack
7) Magnum 3 Tier DB Rack
8) Varsity Multi-adjustable Bench

Ozaukee County Sheriff's Weight Room - Layout 1

Created by Brian Leonhard

This floor plan is a representation and should not be relied on exclusively. Measurements should be verified to ensure accuracy.
Ozaukee County Sheriff's Weight Room

approx. 32 feet along curve

1) T3x Treadmill
2) Matrix Rower
3) Elliptical
4) Upright Bike
5) Versa Functional Trainer
6) Varsity Power Rack
7) Matrix XULT Denali Storage shown as 8 foot storage
   (2 x 4ft storage sections)
8) Varsity Multi-adjustable Bench

Ozaukee County Sheriff's Weight Room - Layout 3

Created by Brian Leonhard

This floor plan is a representation and should not be relied on exclusively. Measurements should be verified to ensure accuracy.
Ozaukee County Sheriff's Weight Room

1) T3x Treadmill
2) Matrix Rower
3) Elliptical
4) Upright Bike
5) Versa Functional Trainer
6) Varsity Multi-adjustable Bench
7) Matrix/XULT 4x10 ft Rig with built in storage - customizable

approx. 32 feet along curve

Ozaukee County Sheriff's Weight Room - Layout 4

Created by Brian Leonhard

This floor plan is a representation and should not be relied on exclusively. Measurements should be verified to ensure accuracy.
Ozaukee County Sheriff's Weight Room

1) T3x Treadmill
2) Matrix Rower
3) Elliptical
4) Upright Bike
5) Versa Functional Trainer
6) Varsity Multi-adjustable Bench
7) Matrix/XULT 4x10 ft Rig with built in storage - customizable

approx. 32 feet along curve

Ozaukee County Sheriff's Weight Room - Layout 2

Created by Brian Leonhard

This floor plan is a representation and should not be relied on exclusively. Measurements should be verified to ensure accuracy.
Jacobs Ladder Stairway
by Jacobs Ladder

Sold As: single unit

In stock
Price: $4,399.99

The Stairway is a stair climbing cardio machine designed specifically for the commercial environment. The unique design offers a rotating staircase where the speed of the stairs is controlled by the tension of the waist belt (which is identical to Jacobs Ladder). The higher you go, the faster the stairs come, so you are always in control of your speed. The cardio machine is self-powered so there is no need for a wall plug. The ceiling height requirement is 8.5 feet and the width is 30.5", so you can place it where most stair climbers won’t fit. The display gives Stairs Climbed, Rate (steps/min), Elapsed Time, Calorie Burn and Heart Rate (with wireless strap). Initial step height of 11" is among the lowest on the market. Dimensions: 59"L 75"H 30.5"W 355 lbs.

This item ships directly from the manufacturer. Estimated ship time is 6-8 weeks.

https://www.power-systems.com/shop/product/jacobs-ladder-stairway
RESOLUTION NO. 19-24

INCREASE OF REVENUE 2019 - HUMAN RESOURCES

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

Department / Program  | Account Number  | Account Name                  | AMOUNT |
----------------------|-----------------|--------------------------------|--------|
Expense               | 401-1-01-60000-014 | Justice Center Workout Room    | $14,000|
Revenue               | 401-1-01-49302-000 | Other Revenue                  | $14,000|

Dated at Port Washington, Wisconsin, this 2nd day of October 2019.

SUMMARY: Donations of funds from the Adam Hartwig Memorial Fund towards new workout room at the Justice Center.

VOTE REQUIRED: Two-Thirds of Members Elect

FINANCE COMMITTEE

09/26/19       Finance Committee APPROVED

RESULT: APPROVED [UNANIMOUS]
MOVER: L. Herro, Supervisor District 14
SECONDER: T. Richart, Supervisor District 12
AYES: P. Melotik, D. Dohrwardt, T. Richart, L. Herro
EXCUSED: J. Strom
Finance Committee

AGENDA INFORMATION SHEET

AGENDA DATE: October 2, 2019
DEPARTMENT: Human Resources
DIRECTOR: Chris McDonell
PREPARER: Chris McDonell

Agenda Summary: Increase of Revenue 2019 - Human Resources

BACKGROUND INFORMATION: The current workout room at the Sheriff’s Office is undersized, outdated, and only available for use to Sheriff’s Department personnel. The Safety & Wellness Committee is interested in partnering with the Sheriff’s Department to build a new workout room that will be larger, include new equipment, and be accessible to all employees 24/7 by use of their employee badge key fob. The Adam Hartwig Memorial Fund has designated $14,000 to help fund the new workout room.

ATTACHMENTS:
- Budget Amendment (PDF)
RESOLUTION NO. 19-25

WE ENERGIES UNDERGROUND EASEMENT FOR ELECTRICAL SERVICE REPLACEMENT AT MEE-KWON COUNTY PARK

WHEREAS, current electrical service to Mee Kwon County Park Golf Course is provided through overhead lines supported by multiple power poles; and

WHEREAS, the current location of the power poles are in direct conflict with staff and equipment access to the Mee Kwon County Park Golf Course maintenance building, posing a safety threat; and

WHEREAS, current electrical service to Mee Kwon County Park is provided through three (3) meters, resulting in increased monthly charges associated with multiple accounts; and

WHEREAS, the proposed electric facility relocation work will include removal and replacement of the existing overhead lines and power poles with underground service to a single meter; and

WHEREAS, the proposed underground replacement electric service requires a We Energies easement from the Green Bay Road public right-of-way across the County-owned Mee Kwon County Park Golf Course; and

WHEREAS, the easement area is described as a strip of land twelve (12) feet in width being part of Grantor's land being a part of the Northwest 1/4 of Section 11, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin; said premises being more particularly described in that certain Warranty Deed as recorded in the office of the Register of Deeds in Ozaukee County on December 1, 2011, as Document No. 0954778; and

WHEREAS, the purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by We Energies, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof; and

WHEREAS, the proposed easement and easement conditions will not interfere with any Mee Kwon County Park Golf Course operations or maintenance; and

NOW, THEREFORE, BE IT RESOLVED, that the Ozaukee County Board of Supervisors grants and warrants to Wisconsin Electric Power Company, a Wisconsin corporation doing business as We Energies, a permanent easement upon, within, beneath, over, and across County-owned land at Mee Kwon County Park for electrical service replacement and authorizes the Ozaukee County Clerk to sign and execute this easement.

Dated at Port Washington, Wisconsin, this 2nd day of October 2019.
SUMMARY: Granting We Energies a permanent easement at Mee Kwon County Park in the City of Mequon for electrical service replacement.

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

RESULT: APPROVED [UNANIMOUS]

MOVER: B. Ross, Supervisor District 19

SECONDER: R. Holyoke, Supervisor District 22

AYES: Rothstein, Jobs, Gall, Holyoke, Ross
AGENDA INFORMATION SHEET

AGENDA DATE: October 2, 2019
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Matt Aho

**Agenda Summary**
We Energies Underground Easement for Electrical Service Replacement at Mee-Kwon County Park

**BACKGROUND INFORMATION:** The Ozaukee County Planning and Parks Department is coordinating with We Energies on replacement of the current electrical service at Mee Kwon County Park Golf Course. The current electrical service to the maintenance building is provided through overhead lines supported by multiple power poles, which are in direct conflict with staff and equipment access to the maintenance building, posing a safety threat. In addition, the current electric service to Mee Kwon County Park Golf Course is through three (3) meters, resulting in increased monthly charges associated with multiple accounts. The proposed electric facility relocation work will include removal and replacement of the existing overhead lines and power poles with underground service to a single meter. This proposed underground service will require a We Energies easement from the Green Bay Road public right-of-way across Mee Kwon County Park Golf Course.

**ANALYSIS:** An underground easement is required for this service, which is attached to this packet. Execution of this easement is contingent upon Ozaukee County Corporation Counsel review and approval of form and content.

**FISCAL IMPACT:** NONE  FUNDING SOURCE: N/A

**RECOMMENDED MOTION:** Approve and recommend to the Ozaukee County Board of Supervisors the resolution for a We Energies underground easement at Mee Kwon County Park Golf Course for required replacement of electric service.

**ATTACHMENTS:**
- P&P_Dept_MeeKwon Map (PDF)
- P&P_Dept_Distribution Easement (PDF)
For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, OZAUKEE COUNTY, hereinafter referred to as "Grantor", owner of land, hereby grants and warrants to WISCONSIN ELECTRIC POWER COMPANY, a Wisconsin corporation doing business as We Energies, hereinafter referred to as "Grantee", a permanent easement upon, within, beneath, over and across a part of Grantor’s land hereinafter referred to as "easement area".

The easement area is described as a strip of land twelve (12) feet in width being part of Grantor's land being a part of the Northwest 1/4 of Section 11, Township 9 North, Range 21 East, City of Mequon, Ozaukee County, Wisconsin; said premises being more particularly described in that certain Warranty Deed as recorded in the office of the Register of Deeds in Ozaukee County on December 1, 2011, as Document No. 0954778.

The location of the easement area with respect to Grantor’s land is as shown on the attached drawing, marked Exhibit “A”, and made a part of this document.

1. **Purpose:** The purpose of this easement is to construct, install, operate, maintain, repair, replace and extend underground utility facilities, conduit and cables, electric pad-mounted transformers, manhole, electric pad-mounted switch-fuse units, electric pad-mounted vacuum fault interrupter, concrete slabs, power pedestals, riser equipment, terminals and markers, together with all necessary and appurtenant equipment under and above ground as deemed necessary by Grantee, all to transmit electric energy, signals, television and telecommunication services, including the customary growth and replacement thereof.

   Trees, bushes, branches and roots may be trimmed or removed so as not to interfere with Grantee’s use of the easement area.

2. **Access:** Grantee or its agents shall have the right to enter and use Grantor's land with full right of ingress and egress over and across the easement area and adjacent lands near the easement area of Grantor for the purpose of exercising its rights in the easement area.

3. **Buildings or Other Structures:** Grantor agrees that no structures will be erected in the easement area or in such close proximity to Grantee's facilities as to create a violation of all applicable State of Wisconsin electric codes or any amendments thereto.

4. **Elevation:** Grantor agrees that the elevation of the ground surface existing as of the date of the initial installation of Grantee's facilities within the easement area will not be altered by more than 4 inches without the written consent of Grantee.

5. **Restoration:** Grantee agrees to restore or cause to have restored Grantor’s land, as nearly as is reasonably possible, to the condition existing prior to such entry by Grantee or its agents. This restoration, however, does not apply to the initial installation of said facilities or any trees, bushes, branches or roots which may interfere with Grantee's use of the easement area.

6. **Exercise of Rights:** It is agreed that the complete exercise of the rights herein conveyed may be gradual and not fully exercised until sometime in the future, and that none of the rights herein granted shall be lost by non-use.

7. **Binding on Future Parties:** This grant of easement shall be binding upon and inure to the benefit of the heirs, successors and assigns of all parties hereto.

8. **Easement Review:** Grantor acknowledges receipt of materials which describe Grantor’s rights and options in the easement negotiation process and furthermore acknowledges that Grantor has had at least 5 days to review this easement document or voluntarily waives the five day review period.
Grantor:

OZAUKEE COUNTY

By ____________________________________________

(Print name and title): ________________________________

By ____________________________________________

(Print name and title): ________________________________

Personally came before me in _________________ County, Wisconsin on _________________, 2019, the above named ________________________________, the ________________________________ and ________________________________, the ________________________________ of the OZAUKEE COUNTY, for the municipal corporation, by its authority, and pursuant to Resolution File No. _________________ adopted by its ________________________________ on _________________, __________.

________________________________________
Notary Public Signature, State of Wisconsin

________________________________________
Notary Public Name (Typed or Printed)

(NOTARY STAMP/SEAL) My commission expires ____________________________

This instrument was drafted by Anderson.Robert-J on behalf of Wisconsin Electric Power Company, PO Box 2046, Milwaukee, Wisconsin 53201-2046.
RESOLUTION NO. 19-26

APPROVING A COOPERATIVE AGREEMENT BETWEEN THE MILWAUKEE METROPOLITAN SEWERAGE DISTRICT AND OZAUKEE COUNTY FOR THE LITTLE MENOMONEE RIVER CORRIDOR ECOSYSTEM RESTORATION PROJECT WHICH INCLUDES OZAUKEE COUNTY ACCEPTANCE OF TITLE TO THE PROPERTY LOCATED AT 9104 MEQUON ROAD, MEQUON, WI (PARCEL ID 140201500100) FOR ADDITION TO THE OZAUKEE COUNTY PARK SYSTEM PER §§ 59.52(6)(A) AND 27.065(1)(A) OF THE WISCONSIN STATUTES AND GRANT OF A CONSERVATION EASEMENT TO THE DISTRICT PER § 700.40 OF THE WISCONSIN STATUTES

WHEREAS, the Milwaukee Metropolitan Sewerage District (the District) owns a publicly-accessible 56 acre parcel located along the Little Menomonee River corridor at 9104 Mequon Road, Mequon, WI 53097, Parcel ID 140201500100 (the Property) that was previously identified as a high priority for habitat restoration and is proposed for a large scale, comprehensive restoration along the Little Menomonee River corridor; and

WHEREAS, the adopted Park and Open Space Plan for Ozaukee County: 2035, recommends County acquisition of the Property, for protection of the natural resources and provision of native fish and wildlife habitat as well as providing passive recreational opportunities and the Project is further consistent with the County Board endorsed Regional Water Quality Management Plan Update and adopted Multi-Jurisdictional Comprehensive Plan for Ozaukee County; and

WHEREAS, the primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation management, native vegetation planting and restoration, and water quality monitoring; and

WHEREAS, the engineering and design plans for the project activities were developed to provide additional flood water storage on the existing project parcel, avoid increases in flood water elevations on adjacent private parcels during a wide range of flood events, and not cause any changes to the regulatory floodplain or flood elevation; and

WHEREAS, the County has secured significant federal, state, and local non-profit organization funding to fund project activities; and

WHEREAS, the District is requiring that Ozaukee County accept transfer of title to the Property from the District and grant the District a conservation easement on the Property as part of implementation of the Little Menomonee River Corridor Ecosystem Restoration Project consistent with restrictions on the Property previously imposed by a Wisconsin Department of Natural Resources Stewardship Grant and Management Contract; and

WHEREAS, the purpose of the Wisconsin Department of Natural Resources Stewardship Grant and Management Contract and the District Conservation Easement is to recognize the
important natural, ecological, scenic, and recreational values as relatively natural habitat for
plants and animals on the Property, to assure that these values will be protected in perpetuity, to
protect, enhance and restore wildlife habitat and natural communities on the Property, to enhance
opportunities for wildlife-based outdoor recreation, and to confine the use of Property to
activities that are consistent with these objectives; and

WHEREAS, the Wisconsin Department Natural Resources Stewardship Grant and
Management Contract and the District Conservation Easement prevents the use or development
of the Property that would conflict with the maintenance of the Property in its open space
condition, prohibits the subdivision of the Property into smaller parcels, use of the Property for
any commercial or industrial use, including use by easement or other right of access or passage
across or upon the Property in conjunction with commercial activity, including commercial
recreational use and commercial agriculture, any exploration or exploitation of mineral resources
by subsurface or surface means, any use or activity that causes or is likely to cause soil
degradation, erosion or significant pollution of any surface or subsurface waters, dumping or
other disposal of refuse, debris, or noncompostable waste, placement of advertising signs or
billboards, and the placement or construction of any mobile or permanent building, structure or
other improvement, except for rustic fences on the exterior of the property, interpretive signage,
rustic trails constructed out of pervious surfaces, observation platforms and boardwalks, and
mowed areas, parking lots and other improvements intended for public recreational use of the
Property, but limited to no more than One (1) acre of the Property; and

WHEREAS, the Intergovernmental Cooperative Agreement (Agreement) is between the
Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and
Ozaukee County (County), acting through its Ozaukee County Board Chairperson for the
purpose of the Agreement is to codify responsibilities of both parties for the Little Menomonee
Corridor Ecosystem Restoration Project.

NOW, THEREFORE, BE IT RESOLVED, by the Ozaukee County Board of
Supervisors, that Ozaukee County Board Chairperson is authorized to finalize and execute the
Intergovernmental Cooperative Agreement between the District and Ozaukee County for the
Little Menomonee River Corridor Ecosystem Restoration Project.

FURTHER RESOLVED, Ozaukee County accept title of the property located at 9104
Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) via quit claim deed as part of the
Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) of the Wisconsin Statutes and
grant a conservation easement to the District per 700.40 of the Wisconsin Statutes, contingent
upon Ozaukee County Corporation Counsel review and approval of form and content of the
conservation easement; and

FURTHER RESOLVED, that the Property will be managed within the Ozaukee County
Park System as a Nature Preserve whereby only passive recreational uses will be allowed as
further defined by the conservation easement, such as hiking, biking, hunting and wildlife
viewing; and

FURTHER RESOLVED, that acceptance of the property shall include the conveyance of
a Conservation Easement to the District to preserve the important natural, ecological, scenic, and
recreational values as relatively natural habitat for plants and animals on the Property, to assure
that these values will be protected and restored, and to confine the use of Property to activities
that are consistent with these objectives.
Dated at Port Washington, Wisconsin, this 2nd day of October 2019.

SUMMARY: Intergovernmental Cooperative Agreement between the Milwaukee Metropolitan Sewerage District and Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project and Ozaukee County Acceptance of Title to the Property located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) as part of the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes and the conveyance of the District Conservation Easement.

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

09/16/19 Natural Resources Committee APPROVED

RESULT: APPROVED [3 TO 2]
MOVER: R. Holyoke, Supervisor District 22
SECONDER: B. Ross, Supervisor District 19
AYES: J. Rothstein, R. Holyoke, B. Ross
NAYS: B. Jobs, D. Gall
Natural Resources Committee
AGENDA INFORMATION SHEET

AGENDA DATE: October 2, 2019
DEPARTMENT: Planning and Parks
DIRECTOR: Andrew Struck
PREPARER: Andrew Struck

Agenda Summary Approving a Cooperative Agreement Between the Milwaukee Metropolitan Sewerage District and Ozaukee County for the Little Menomonee River Corridor Ecosystem Restoration Project Which Includes Ozaukee County Acceptance of Title to the Property Located at 9104 Mequon Road, Mequon, WI (Parcel ID 140201500100) for Addition to the Ozaukee County Park System per §§ 59.52(6)(a) and 27.065(1)(a) of the Wisconsin Statutes and Grant of a Conservation Easement to the District Per § 700.40 of the Wisconsin Statutes

BACKGROUND INFORMATION: The County has coordinated the Little Menomonee River (LMR) Corridor Ecosystem Restoration Project with the Milwaukee Metropolitan Sewerage District (District), the owner of the approximately 56 acre parcel located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) since 2017. Through these efforts the County secured significant federal, state, and local non-profit organization funding to fund project activities in excess of $800,000. These 10 grants have each individually been approved by the County Board beginning in 2017/2018. The grant approvals include $285,000 of funding to support the grant funded personnel in the Planning and Parks Department and over $500,000 in revenue for the County Highway Department for work in culvert replacement and other construction activities.

An Intergovernmental Cooperative Agreement (ICA) is required to codify County and MMSD roles and responsibilities, particularly for construction activities per the submitted and approved final engineering and design plans. The District is requiring that Ozaukee County accept transfer of title to the Property as well as grant a conservation easement on the Property as part of implementation of the Little Menomonee River Corridor Ecosystem Restoration Project and the title is restricted by a Wisconsin Department of Natural Resources Stewardship Grant and Management Contract. The ICA specifies this transfer of the approximately 56 acre parcel to Ozaukee County for addition to the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes and conveyance of a conservation easement to MMSD.

1. The primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation management, native vegetation planting and restoration, and water quality monitoring.

2. The engineering and design plans for the project activities were developed to provide additional flood water storage on the existing project parcel, avoid increases in flood water elevations on adjacent private parcels during a wide range of flood events, and not
cause any changes to the regulatory floodplain or flood elevation.

The project looks to remedy 3.77 miles of mainstem channel on the Little Menomonee River and Little Menomonee Creek between County Line Road and Freistadt Road in the City of Mequon in Ozaukee County was constructed through dredging and artificial straightening of historic wetlands and stream corridors, resulting in an incised channel hydrologically disconnected from adjacent riparian floodplain and wetland areas, which provide high quality habitat for spawning northern pike and other aquatic and terrestrial species.

The County Planning and Parks Department and its partners have developed and are refining a GIS-based fish and wildlife habitat decision support tool and an ecological prioritization GIS tool (GIS Tools) to prioritize habitat improvement and restoration activities for maximum benefit. The MMSD-owned 56 acre parcel, was identified by the GIS Tool as a high priority for habitat restoration and is proposed for a large scale, comprehensive restoration along the Little Menomonee River corridor.

In addition, the adopted Park and Open Space Plan for Ozaukee County: 2035, recommends County acquisition of these lands along the Little Menomonee River corridor for protection of the natural resources and provision of native fish and wildlife habitat as well as providing passive outdoor recreational opportunities and the Project is further consistent with the County Board endorsed Regional Water Quality Management Plan Update and adopted Multi-Jurisdictional Comprehensive Plan for Ozaukee County.

ANALYSIS: Approval of the ICA, acceptance of the Property transfer and conveyance of the conservation easement will enable the Department to initiate the Little Menomonee River Corridor Ecosystem Restoration construction activities upon execution and issuance of required permits.

The Property will be managed within the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes as a Nature Preserve; whereby, only passive recreational uses will be allowed as further defined by the conservation easement, such as hiking, biking, hunting and wildlife viewing.

Maintenance on the property will consist of primarily mowing and maintain walking paths. This maintenance is anticipated to cost between $5,000 and $10,000 after the completion of the project in approximately 3 years.

Also, Ozaukee County acceptance of title of the property, located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) as part of the Ozaukee County Park System is contingent upon Ozaukee County accepting a conservation easement on the property. The easement prohibits traditional “park: amenities on the property like playground equipment, tennis courts and other permanent structures. Moreover, the wetland areas on the property will prohibit the construction of permanent structures.

The purpose of the Wisconsin Department of Natural Resources Stewardship Grant and Management Contract and the District Conservation Easement is to recognize the important natural, ecological, scenic, and recreational values as relatively natural habitat for plants and animals on the Property, to assure that these values will be protected in perpetuity, to protect, enhance and restore wildlife habitat and natural communities on the Property, to enhance opportunities for wildlife-based outdoor recreation, and to confine the use of Property to activities that are consistent with these objectives.
The Wisconsin Department Natural Resources Stewardship Grant and Management Contract and the District Conservation Easement prevents the use or development of the Property that would conflict with the maintenance of the Property in its open space condition, prohibits the subdivision of the Property into smaller parcels, use of the Property for any commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture, any exploration or exploitation of mineral resources by subsurface or surface means, any use or activity that causes or is likely to cause soil degradation, erosion or significant pollution of any surface or subsurface waters, dumping or other disposal of refuse, debris, or noncompostable waste, placement of advertising signs or billboards, and the placement or construction of any mobile or permanent building, structure or other improvement, except for rustic fences on the exterior of the property, interpretive signage, rustic trails constructed out of pervious surfaces, observation platforms and boardwalks, and mowed areas, parking lots and other improvements intended for public recreational use of the Property, but limited to no more than One (1) acre of the Property.

The ICA, property transfer, conservation easement and completion of the LMR project is consistent with on-going, federally funded Department programs and is consistent with the Multi-jurisdictional Comprehensive Plan for Ozaukee County: 2035, Park and Open Space Plan for Ozaukee County and the Ozaukee County Land and Water Resource Management Plan.

FISCAL IMPACT: Not approving the terms of the ICA would jeopardize the 10 grants already approved by the County Board including the $285,000 of funding to support the grant funded personnel in the Planning and Parks Department and over $500,000 in revenue for the County Highway Department for work in culvert replacement and other construction activities

FUNDING SOURCE: Grant funding

RECOMMENDED MOTION: Approve and Recommend to the Ozaukee County Board of Supervisors the Resolution for the Intergovernmental Cooperative Agreement with MMSD for the Little Menomonee River (LMR) Corridor Ecosystem Restoration Project, acceptance of the title to Property, via quit claim deed, located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) as part of the Ozaukee County Park System per 59.52(6)(a) and 27.065(1)(a) Wisconsin Statutes and the conveyance of the District Conservation Easement.

ATTACHMENTS:
- Intergovernmental Cooperative Agreement_MMSD_LMRProject_Final9.11.19 (PDF)
- Stewardship Grant Assignment CF to MMSD (PDF)
- Stewardship Grant to CF (PDF)
- Warranty Deed CF to MMSD (PDF)
- Warranty Deed Private to CF (PDF)
- Greenseams Transfer Easement Template to LUG with Stewie Funding (PDF)
Intergovernmental Cooperative Agreement
between the
Milwaukee Metropolitan Sewerage District
and
Ozaukee County
For the Little Menomonee River Corridor Ecosystem Restoration Project

1. Parties

This Intergovernmental Cooperative Agreement (Agreement) is between the Milwaukee Metropolitan Sewerage District (District), acting through its Executive Director, and Ozaukee County (County), acting through its County Board Chairperson.

2. Purpose

The purpose of this Agreement is to codify responsibilities for the Little Menomonee Corridor Ecosystem Restoration Project.

3. Basis for this Agreement

(A) Portions of the Little Menomonee River and Little Menomonee Creek (LMR) are located in the City of Mequon in Ozaukee County.

(B) Approximately 3.77 miles of mainstem channel on the Little Menomonee River and Little Menomonee Creek between County Line Road and Freistadt Road was constructed through dredging and artificial straightening of historic wetlands and stream corridors, resulting in an incised channel hydrologically disconnected from adjacent riparian floodplain and wetland areas, which provide high quality habitat for spawning northern pike and other aquatic and terrestrial species.

(C) The County Planning and Parks Department and its partners have developed and are refining a GIS-based fish and wildlife habitat decision support tool and an ecological prioritization GIS tool (Tool) to prioritize habitat improvement and restoration activities for maximum benefit. Tool outputs, coordination with the WDNR Area of Concern program, discussions with the Mequon Preservation Partners and discussions with local fish and wildlife experts identified that projects on degraded portions of the Little Menomonee River and Little Menomonee Creek in the City of Mequon would provide significant benefits for multiple aquatic and terrestrial species as well as water quality improvements.

(D) The District owns several publicly-accessible parcels along the LMR under the Greenseams® Program. Among these parcels, the property located at 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100) and shown in Exhibit B, was identified by the Tool as a high priority for restoration and is proposed for large scale, comprehensive restoration along the corridor. In addition, parcels 140291200500 and 140290900200 were also identified as high priorities for restoration and subsequent design and engineering. Finally, parcels 140301201400,
140321100200, 140321100300, 140210700600 were identified by the Tool for additional investigation.

(E) The County Planning and Parks Department will work with the District and multiple partners including the U.S. Fish and Wildlife Service, Wisconsin Wetlands Association, and the Southeastern Wisconsin Regional Planning Commission, and the Wisconsin Department of Natural Resources on project planning, engineering and design, and outreach activities in conjunction with the Ozaukee County Highway Department on construction and restoration activities to significantly reduce overall project costs.

(F) The primary goal of the project is to restore function and value for fish and aquatic habitat on the Little Menomonee River and Creek in the City of Mequon through a combination of culvert replacement/remediation, stream (re)meandering, restoration of hydrologically and ecologically functional floodplains, bank and in-stream structure restoration, wetland enhancements, invasive vegetation control, native vegetation planting and restoration, and water quality monitoring.

(G) The project will be designed to integrate with the objectives of the MMSD Greenseams® Program, in that it will provide additional flood storage capacity in the upper Milwaukee River Basin. The project integrates stormwater quality management, flood management, ecological habitat connectivity, and targeted avian, mammalian, herptile, and fish habitat enhancement.

(H) The County has secured federal, state, and local non-profit organization funding to fund project activities.

4. Effective Dates

This Agreement becomes effective upon signing by both parties and terminates upon completion of title transfer through quit claim deed.

5. County Responsibilities

The County will, for the District-owned parcel referenced above (unless otherwise noted):

(A) develop engineering and design plans in conjunction with the District and other partners;

(B) conduct education and outreach activities in conjunction with engineering and design plan development;

(C) secure applicable federal, state, and local permits and regulatory approvals with District authorization;

(D) assist in securing and managing federal, state, and local non-profit organization grants and comply with all grant related requirements for construction, restoration, and environmental monitoring activities;
(E) complete construction management activities, including private contractor selection through a public bidding process and or local force account (Ozaukee County Highway Department) coordination as it relates to the property located at 9104 Mequon Road, in accordance with 99% complete design plans dated June 20, 2019 (Attachment A), the Design Report dated June 20, 2019 (Attachment B), and the District and WDNR-approved hydraulic HECRAS model (Attachment C);

(F) notify the District in advance of construction and restoration work, a minimum of 48 hours prior to beginning construction, as it relates to the property located at 9104 Mequon Road;

(G) comply with all applicable federal, state, and local permit conditions, as it relates to the property located at 9104 Mequon Road;

(H) coordinate with the District on construction observation, as it relates to the property located at 9104 Mequon Road;

(I) conduct applicable grant-related environmental monitoring activities prior to and following construction and restoration activities;

(J) collect and store environmental monitoring data and share data with the District, as requested;

(K) maintain County-sponsored site improvements during site establishment, including but not limited to soil stabilization, establishing prairie and wetland plantings, native woody species, and invasive species control for a period of a minimum of 3 years after the vegetation is established and for a period of a minimum of 5 years after significant completion of construction activities;

(L) to the extent required by any applicable law or ordinance: address the control and abatement of invasive species, ensure that the project performance and water quality monitoring is addressed and ensure that the project does not compromise the river in perpetuity;

(M) accept a quitclaim deed of the subject Property, 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100), from the District and grant the District a conservation easement on the parcel.

6. District Responsibilities

District will:

(A) review and approve engineering and design plans;

(B) allow the County and its contractors to access the sites to complete inventory and data collection to complete engineering and design plans and environmental monitoring;

(C) allow the County and its contractors to access the 9104 Mequon Road site to construct the engineering and design plans;
(D) support County efforts to secure federal, state, and local non-profit organization grant funding to implement project activities.

(E) quitclaim the subject property, 9104 Mequon Road, Mequon, WI 53097 (Parcel ID 140201500100), to the County and accept a conservation easement from the County on the Subject Property.

7. Modifying and Amending Agreement

Any modification or amendment to this Agreement must be in writing and signed by both Parties.

8. Severability

If a court finds any part of this Agreement unenforceable, the remainder of this Agreement continues in effect provided that the essential purpose for this Agreement can still be accomplished.

9. Applicable Law

The laws of the State of Wisconsin apply to this Agreement.

10. Resolving Disputes

If a dispute arises under this Agreement, then the Parties will try to resolve it with the help of a mutually acceptable mediator in Milwaukee or Ozaukee County. The Parties will equally share any costs and fees associated with the mediation, other than attorney fees. If the dispute is not resolved within 30 days after the Parties refer it to a mediator, then either Party may take the matter to court. Venue in any action brought under this Contract is proper only in the Circuit Court for either Milwaukee or Ozaukee County.

11. Notices

A. The District will provide written notices to:

   Andrew T. Struck, Director
   Planning and Parks Department
   Ozaukee County
   121 West Main Street
   Port Washington, Wisconsin 53074
   astruck@co.ozaukee.wi.us
   262-238-8275

B. Ozaukee County will provide written notices to:

   Stephen McCarthy, Landscape Architect
12. Termination

This agreement will terminate at the end of the agreement period, unless an extension of the agreement is executed by both parties. To terminate this Agreement prior to the end of the agreement period, a Party shall provide 30 days prior written notice to the other Party. The notice shall indicate the effective date of termination and the reasons for termination.

13. Independence of the Parties

This Agreement does not create a partnership. Neither Party may enter into contracts on behalf of the other Party.

14. Authority of Signatories

Each person signing this agreement certifies that the person is properly authorized by the Party’s governing body to execute this Agreement.

15. Indemnification

The District and Ozaukee County will be liable for their own negligent acts, errors, and omissions.

16. Third Parties

This Agreement is made for the benefit of the Parties and is not intended to benefit any third party or be enforceable by any third party.

Signatures on Next Page
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

Approved as to Form

By: ____________________________
   Kevin L. Shafer, P.E.
   Executive Director

Attorney for the District

Date: __________________________

OZAUKEE COUNTY

Approved as to Form

By: ____________________________
   Lee Schlenvoeht
   County Board Chairperson

   Rhonda Gordon
   Ozaukee County Corporation Counsel

Date: __________________________

By: ____________________________
   Jason Dzwinel
   County Administrator

Date: __________________________
Exhibit A

Little Menomonee Corridor Ecosystem Restoration: Stream and Wetland Habitat Construction

Legend
- Suspected Impediments
- Discrete Sampling Locations
- Continuous Monitoring Stations
- Current Project Site
- Future Project Sites
- Subwatersheds
- Conservation Easements
- Public Ownership
- Milwaukee River Basin
- Menomonee River Watershed
- Kinnickinnic River Watershed
- Subdrainage Areas
- Lake Michigan connection

Site #3
MMID
56.28 acres

Site #4
MMID
72.07 acres

Site #5
MMID
48.93 acres

Map Produced By: Ozaukee County Planning and Parks Department
09/24/18
EXHIBIT B - Map of the Subject Property

Little Menomonee River Restoration Project
City of Mequon, Ozaukee County

0 500 1,000 Feet

Subject Property - 56 Acres
Proposed Restoration Area by Ozaukee County

Reforestation Area
Limit of Construction Area

Mequon Road
ASSIGNMENT OF STEWARDSHIP GRANT AND MANAGEMENT CONTRACT

For valuable consideration, The Conservation Fund, a nonprofit corporation of the State of Maryland (the "FUND"), hereby assigns to the Milwaukee Metropolitan Sewerage District ("MMSD") all of the FUND's rights, interests, and obligations under a Stewardship Grant and Management Contract HA3-165 ("Stewardship Contract") entered into by the FUND and the Wisconsin Department of Natural Resources, recorded in the Office of the Register of Deeds for Ozaukee County as Document Number 0938228 on January 6, 2011. The property to which this Stewardship Contract applies is described in Exhibit A, which is made part of this assignment by reference (the "Stewardship Property").

Dated this 15th day of April, 2011.

The Conservation Fund

By: [Signature]

Printed Name of Party

[Signature]

STATE OF Maryland

Anne Arundel County

Personally came before me this 15th day of April, 2011, the above named [Name], to me known to be the person who executed the foregoing Instrument and acknowledged the same.

[Signature]

AMELIA L. MATTHEWS
Notary Public
State of Maryland
My Commission (expires) 1-04-2012

ACCEPTANCE OF ASSIGNMENT

MMSD, assignee in this assignment of the Stewardship Contract, hereby accepts the assignment and all of the FUND's rights, interests, and obligations in the Stewardship Contract. This is a perpetual assignment which runs with the Stewardship Property and binds all heirs and successors of the assignee.

MMSD acknowledges that it has received and reviewed the Stewardship Contract for the Stewardship Property. MMSD agrees that it shall abide by the provisions of the aforementioned Stewardship Contract and further agrees that it recognizes the long-term ownership and management responsibilities of the Stewardship Program and will comply with all applicable Stewardship laws and regulations pursuant to s. 23.098 and s. WI, State, and Chapter NR 51 of the Wisconsin Administrative Code. MMSD further agrees to indemnify and hold the FUND harmless from any and all liability arising from the assignment of the Stewardship Contract or from the FUND's performance or non-performance of its obligations under the Stewardship Contract and any applicable laws and regulations.
Dated this 4th day of May, 2011.

Milwaukee Metropolitan Sewerage District

By: Kevin L. Shefer, P.E.
Executive Director

Printed Name and Title

STATE OF WISCONSIN

HUMBOLDT COUNTY

Personally came before me this 4th day of May, 2011, the above named
Kevin L. Shefer to me known to be the person who executed the foregoing
instrument and acknowledged the same.

Signature of Notary Public

Anna Kettlewell

Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires) (to)
7-8-2012

APPROVAL OF ASSIGNMENT

The State of Wisconsin Department of Natural Resources, Grantor in the Stewardship Contract referenced above, hereby approves the assignment of the FUND’s rights, interests, and obligations in the Stewardship Contract to MMSD as set out above.

The Department’s approval is contingent and effective upon the recording of this assignment in the Register of Deeds Office in Ozaukee, Wisconsin.

Dated this 7th day of April, 2011.

THE DEPARTMENT OF NATURAL RESOURCES

By: Mary Anne Davis
Bureau Director
Bureau of Community Financial Assistance

STATE OF WISCONSIN

DANE COUNTY

Personally came before me this 7th day of April, 2011, the above named
Mary Anne Davis to me known to be the person who executed the foregoing instrument
and acknowledged the same.

Signature of Notary Public

Julie McCutchin

Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires) (to) 8-25-2013

DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Exhibit A - Legal Description
Stewardship Property

Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Said Property is also described as:
Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin, bounded and described as follows:
Beginning at the Southwest corner of said Lot 1, said corner being on the North right-of-way line of Mequon Road, S.T.H. "167"; thence North 1° 06' 14" West, 1257.11 feet along the West line of the East half of the Southwest 1/4 of said Southeast 1/4 Section to the North line of the Southwest 1/4 of said Southeast 1/4 Section; thence North 87° 59' 35" East, 1990.38 feet along said North line to the East line of said Southeast 1/4 Section; thence South 1° 10' 37" East, 912.49 feet along said East line; thence South 87° 32' 45" West, 10.00 feet; thence South 1° 10' 37" East, 44.87 feet along the Westerly line of Swan Road; thence South 88° 00' 15" West, 225.28 feet along the North line of Lot 2 of said Certified Survey Map No. 1155; thence South 1° 59' 45" East, 300.00 feet along the West line of said Lot 2 to the North right-of-way line of Mequon Road, S.T.H. "167"; thence South 88° 00' 15" West, 1821.21 feet along said North line to the point of beginning.
Said parcel contains 2,432,815 square feet or 55.850 acres of land, more or less.
All obligations, terms, conditions and restrictions imposed by this Contract shall be deemed to be covenants and restrictions running with the Stewardship Property, and shall be effective limitations on the use of the Stewardship Property from the date of recording of this Contract, and shall bind the parties hereto and their respective personal representatives, successors and assigns, in perpetuity.

By acceptance of this Contract, the Sponsor, for itself and its successors and assigns, hereby covenants and agrees not to convey, sell, lease, assign or mortgage the Stewardship Property or convert it to uses inconsistent with this Contract without the prior written approval of the Secretary of the Wisconsin Department of Natural Resources, his designee or successor. The Sponsor further agrees that all rights, title and interests in and to the Stewardship Property shall vest in the State of Wisconsin without necessity of reentry. If the Sponsor, its successors or assigns, violates any essential provision described in paragraphs 1 or 2 of this contract.

The following documents are hereby incorporated into and made part of this Contract by reference:

1. Chapter NR 51, Wisconsin Administrative Code
2. Grant Application and Attachments
TERMS AND CONDITIONS OF THE CONTRACT

This Contract is entered into by and between the Sponsor and the State of Wisconsin Department of Natural Resources (hereinafter referred to as "Department"), in accordance with s. 23.098, Wis. Stats., for the purpose of awarding a Stewardship grant and establishing conditions of management for the Stewardship Property acquired with the grant funds.

The Department and Sponsor mutually agree to the following terms and conditions:

Essential Provisions:

1. If the Sponsor violates any of the following conditions of this Contract, which are identified as essential in Ch. NR 51.07(3), Wis. Adm. Code, pursuant to s. 23.098(5), Wis. Stats., and fails to correct the condition within six months after written notification to the Sponsor from the Department, all title, right and Interest in the Stewardship Property held by the Sponsor shall vest in the State of Wisconsin without the necessity of reentry or legal judgment:
   
a. Conversion of the Stewardship Property to any use other than that specified in this Contract and the Land Management Plan without the prior written approval of the Department is prohibited.

b. Sale or conveyance of the Stewardship Property, or any Interest in the Stewardship Property, to a third party without the prior written approval of the Department is prohibited. If the Department does approve a conveyance to a third party, all Stewardship conditions imposed by this Contract and the Land Management Plan shall remain with the Stewardship Property. Any transfer or sale of the Stewardship Property is fee may only be to a nonprofit conservation organization qualified for Stewardship grants, pursuant to ss. 23.098 and 23.095(1), Wis. Stats., or to a local, state, or federal unit of government. Any subsequent owner shall execute an Assignment of Stewardship Grant and Management Contract, which states that it has received and reviewed this Contract and the Land Management Plan and shall abide by their provisions. Department approval of any transfer is not valid until the Assignment of Stewardship Grant and Management Contract has been signed by the Department and recorded in the Office of the Register of Deeds in the county where the Stewardship Property is located.

c. The Sponsor shall not allow any leases, mortgages, permits or encumbrances of any kind on the Stewardship Property without the prior written approval of the Department. The Department may take actions necessary to avoid the placement of liens, judgments or encumbrances against the Stewardship Property.

d. The Sponsor shall pay, before delinquency, all taxes, assessments, fees, and charges of whatever description levied on or assessed against the Stewardship Property by competent authority.

e. The Sponsor shall at all times maintain its tax-exempt status and be a qualified organization within the meaning of Section 170(h)(3) of the Internal Revenue Code. The Sponsor shall notify the Department of any changes in, or challenges to, its tax-exempt status or to its mission of acquiring property for conservation purposes.

f. The Stewardship Property may not be closed to the public unless approved in writing by the Department.

2. If the Sponsor dissolves or ceases to exist, all title, right and Interest held by the Sponsor in and to the Stewardship Property shall vest in the State, without the necessity of reentry, unless a transfer under paragraph 1.b. above is approved by the Department.

Grant and Financial Provisions:

3. In consideration of the covenants made by the Sponsor herein, the Department promises to obligate to the Sponsor the amount specified on Page 1 as the "Grant Award" and will tender to the Sponsor that portion of the obligation that is required to pay the Department's share of costs, based upon the Department providing up to 50 percent of eligible acquisition costs, as defined in NR 51.002(1), not to exceed the amount of cash needed to cover these costs. The Sponsor hereby promises to execute the project described herein in accordance with the conditions of this Contract and manage the Stewardship Property in accordance with the conditions of the Land Management Plan.

4. Failure by the Sponsor to comply with the terms of this Contract shall not cause the suspension of all obligations of the Department hereunder if, in the judgment of the Department, such failure was due to no fault of the Sponsor. In such case, any amount required to settle at minimum cost any irrevocable obligations properly incurred shall be eligible for assistance under this Contract, at the Department's discretion.

5. If the Sponsor receives federal, local government or other state funding for acquisition of the Stewardship Property, either before or after this Contract is executed, the Sponsor shall notify the Department of this fact. The Sponsor agrees that
funds received from all government sources shall not exceed 100% of the amount of cash needed to cover eligible acquisition costs.

6. Grant payments may not be disbursed to the Sponsor until the following conditions have been met to the satisfaction of the Department:
   a. The value of the Stewardship Property has been certified by the Department according to Department valuation guidelines.
   b. The Department has approved an Environmental Inspection Report for the Stewardship Property.
   c. The Department has approved title Insurance or other evidence of marketable title for the Stewardship Property.
   d. The Department has approved a Land Management Plan for the Stewardship Property.
   e. The Sponsor has submitted a claim for payment supported by appropriate evidence of cost, which meets Department accounting standards.
   f. This Contract has been recorded with the Register of Deeds in the County in which the Stewardship Property is located or the Department has approved an escrow closing under Ch. NR 51.08(4), Wis. Adm. Code.
   g. A warranty deed has been executed and recorded with the Register of Deeds in the County in which the Stewardship Property is located or the Department has approved an escrow closing under Ch. NR 51.08(4), Wis. Adm. Code.

7. The Sponsor shall maintain financial and accounting records for the grant in accordance with generally accepted accounting principles and practices for a period of four years after the final grant payment has been made. These records may be reviewed by state officials.

8. One-half of all receipts from the sale of any structures, improvements or personal property that was included in the appraisal for the Stewardship Property shall be reimbursed to the Department.

9. Income accruing to the Stewardship Property shall be used to further the objectives of the project as stated in this Contract or to further the objectives of another Stewardship project. However, if the Stewardship Property is entered into the County Forest Law Program, income derived from that program shall be distributed according to s. 26.11, Wis. Stats.

10. Reasonable entrance, service or user’s fees may be charged and retained by the Sponsor to defray operation and maintenance costs subject to Department review and approval. If such fees do not exceed the fees charged for daily entrance to state parks, Department fee approval is not required.

11. The Sponsor shall keep the Stewardship Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by the Sponsor.

General Provisions:

12. The Sponsor agrees to comply with all applicable state, local and federal statutes and regulations in fulfilling the terms of this Contract, including, but not limited to, general and special zoning, land use permit requirements, disabled access, environmental quality, and historical and archaeological preservation. In particular, the Sponsor agrees to comply with the provisions of s. 23.066, Wis. Stats., and Ch. NR 51, Wis. Adm. Code and with ss.32.18 to 32.27, Wis. Stats., and Ch. NR 202 relating to relocation. In the event there are any inconsistencies between the statutes and code and this Contract, the statutes and code shall govern.

13. If any provision of this Contract is determined by a court to be invalid, the validity of the remaining provisions shall not be affected thereby.

14. This Contract, together with any referenced parts and attachments, constitutes the entire Contract, and any previous communications or agreements pertaining to the subject matter of this Contract are hereby superseded.

15. Any ambiguities in this Contract shall be construed in a manner that best effectuates the protection of the natural values of the Stewardship Property.

16. The Sponsor may rescind this Contract in writing at any time before expending grant funds. After the Sponsor has expended grant funds, this Contract and the Land Management Plan may be rescinded, modified, or amended only by mutual agreement in writing, except that time extensions of the “Grant Period” may be granted by the Department without the requirement of the Sponsor’s signature.
17. This Contract shall be recorded by the Sponsor in the Office of the Register of Deeds in the County where the Stewardship Property is located, and the interests of the State under this Contract shall thereby be placed in the chain of title. The Department may re-record this Contract or any other document necessary to protect its rights under the Contract.

18. No portion of the Stewardship Property shall in the future be used to satisfy land area requirements for other property not subject to this Contract for the purpose of determining building density, lot coverage or open space requirements under otherwise applicable laws, regulations or ordinances controlling land use and building density. Development rights have been encumbered or extinguished by this Contract, and may not be transferred to any other property pursuant to a transferable development rights program, cluster development arrangement or otherwise.

19. The Department agrees that the Sponsor shall have sole control over the method, hours worked, time and manner of any performance under this Contract other than as specifically provided herein. The Department reserves the right only to inspect the Stewardship Property for the purpose of ensuring that management is progressing in compliance with this Contract. The Department takes no responsibility for supervision or direction of the performance of this Contract by the Sponsor or the Sponsor's employees and agents. The Sponsor is an independent contractor for all purposes, not an employee or agent of the Department. The Department further agrees that it will exercise no control over the selection and dismissal of the Sponsor's employees or agents.

20. The Sponsor shall not discriminate against any person in the use and enjoyment of the Stewardship Property on the basis of age, race, creed, color, handicap, marital status, conviction record, arrest record, sex, national origin, ancestry, sexual orientation or membership in the national guard, state defense force, or any other reserve component of the military forces of the United States or this State.

21. Except for claims or costs arising out of the acts or omissions of the Department, its officers, employees and agents, the Sponsor agrees to save, keep harmless, defend and indemnify the Department and all its officers, employees and agents, against any and all liability claims, costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (real or personal) occurring directly or indirectly in connection with or in any way arising out of the occupancy, use, service, operation or performance of work in connection with this Contract or omissions of Sponsor's employees, agents or representatives.

22. In certain cases described in this Contract, the Sponsor is required to obtain written approval from the Department prior to undertaking an action. Whenever such approval is required, the Sponsor shall notify the Department in writing. The request for approval shall describe the nature, scope, design, location, size, timetable, and any other material aspect of the proposed action in sufficient detail to permit the Department to make an informed judgment as to its consistency with the terms and purpose of this Contract. The Department shall approve, conditionally approve, or deny the Sponsor's request in writing within sixty days (60) days of receipt of the written request. The Department may withhold its approval if it lacks sufficient information to reach an informed decision, or if it determines, in its sole discretion, that the proposal violates the purpose of this Contract and/or impairs the natural resource values of the Stewardship Property.

23. The Sponsor warrants that it has complied with all necessary requirements to do business in the State of Wisconsin, that it is a qualified tax exempt organization within the meaning of Section 170(h)(3) of the Internal Revenue Code, and that the persons executing this Contract are authorized to act on its behalf.

Land Management Plan:

24. Purpose. The Stewardship Property has significant natural, ecological, scenic and recreational values as a relatively natural habitat for plants and animals. Pursuant to s. 23.002, Wis. Stats., the purpose of this Contract and the Land Management Plan is to assure that these values will be protected in perpetuity; to protect, enhance and restore wildlife habitat and natural communities on the Stewardship Property; to enhance opportunities for wildlife-based outdoor recreation; and to confine the use of the Stewardship Property to activities that are consistent with these objectives.

25. Management Responsibilities of the Sponsor. The Sponsor is responsible for management of the Stewardship Property and for providing adequate management and maintenance in a manner consistent with the purpose described above and with the requirements and conditions of this Contract and the Land Management Plan.

26. Management Rights of the Department. The Department, its officers, employees and agents may enter the Stewardship Property in order to monitor compliance with this Contract and the Land Management Plan or to carry out any management activity necessary to ensure the public's rights and safety.

If the Sponsor fails to fulfill its responsibilities under the terms of this Contract, the Department shall have the right, but not
the obligation, to undertake land management activities on the Stewardship Property in accordance with the terms of the Land Management Plan. Before undertaking such responsibility, the Department shall provide the Sponsor with six (6) months prior written notice of the land management activity required and give the Sponsor the opportunity to perform that activity within the six-month period, or within a reasonable time thereafter if more time is needed due to weather constraints.

27. Revisions. Changes or revisions to the Land Management Plan may be made with written agreement of the Sponsor and Department.

28. Land Management Conditions and Requirements. Any activity on or use of the Stewardship Property that is inconsistent with the purpose of the project as described in paragraph 24 is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

a. Animals. There shall be no introduction of any wild animals onto the Stewardship Property without the prior written approval of the Department. There shall be no captive wild animal farm, bird hunting preserve, farm raised deer farm, wild fur farm or dog club training license, established or licensed on the Stewardship Property. The Sponsor shall not allow horses, cattle, or other livestock on the Stewardship Property for grazing or other purposes, except as permitted under Paragraph 29.

b. Dumping. There shall be no temporary or permanent storage or placement of trash, soil, gravel, ashes, treated sewage, manure piles, hazardous or toxic substances, abandoned vehicles or machinery, or any other unsightly or offensive materials on, under or In the Stewardship Property, except that brush or other plant material cut as the result of activities approved herein may be left on the Stewardship Property.

c. Mining, Surface Alteration and Manipulation of Water. There shall be no topographic changes, extraction of subsurface materials, alteration of the natural landscape, or manipulation of any waters or shorelines of the Stewardship Property by excavation, filling, dredging, draining, tilling, ditching or any other means, except as permitted in Paragraph 29.

d. Natural Materials. There shall be no damage, destruction or removal from the Stewardship Property of any natural features or natural materials, including, but not limited to, rocks, soil, minerals, dead wood and fossils, except as permitted in Paragraph 29.

e. Rights-of-Way. No right-of-way shall be granted across the Stewardship Property in conjunction with any industrial, commercial or residential use of other land not protected by this Contract, except as permitted in paragraph 29.

f. Soil Erosion. There shall be no use or activity that causes or is likely to cause significant soil erosion or significant pollution of any surface or subsurface waters. Best management practices shall be employed to minimize soil erosion during and after construction of any permitted roads, trails, structures or other improvements.

g. Spraying. Application of pesticides on the Stewardship Property is not allowed except as follows: (i) to control pests on an emergency basis when such control is necessary to protect public health, (ii) to control non-native or invasive species (iii) for habitat restoration purposes (iv) or for other purposes specifically described in Paragraph 29.

h. Structures, buildings and improvements. The placement or construction of any mobile or permanent building, structure or other improvement is prohibited, except as permitted below or in Paragraph 29.

1) Fences. The Sponsor may repair and maintain any existing fences on the Stewardship Property.

2) Signs and Interpretive Displays. The Sponsor may not erect, display or maintain any outdoor advertising structure, sign or billboard on the Stewardship Property; however, the Sponsor may erect signs and interpretive displays for the following purposes: to identify the property; to indicate that the Stewardship Property is under the protection of the Sponsor and to acknowledge the Stewardship Program; to commemorate or interpret the natural features or human history of the Stewardship Property; to regulate use, mark the boundaries or provide directions. The placement, size, number and design of signs or interpretive displays shall not diminish the scenic character of the Stewardship Property.

3) Roads and Parking Lots. Any existing roads on the Stewardship Property may be maintained, but shall not be widened or improved and no new roads shall be constructed or established, except as specifically permitted in Paragraph 29. A small parking lot, commensurate in size with the public use of the Stewardship Property, may be constructed.
4) Trails. The Sponsor may clear, construct and maintain trails for firebreaks, walking, cross-country skiing and other non-motorized recreational activities. Other trail restrictions may be included in paragraph 29 below.

1. Vegetation. There shall be no disturbances of any aquatic vegetation, fallen trees or other natural features in any shallow waters or directly adjacent to the Stewardship Property, except as specifically permitted under Paragraph 29. Furthermore, there shall be no introduction, removal, damage, mowing, plowing, cutting, trimming or otherwise altering of any trees, shrubs, or other plants on the Stewardship Property, except as permitted in paragraph 29 or as follows:

   1) to remove non-native and invasive vegetation
   2) to prevent or control insects, diseases, fire, personal injury or property damage
   3) to construct and maintain any roads, trails or other structures permitted herein
   4) to enhance wildlife habitat or restore and maintain native biological communities
   5) to construct firebreaks for prescribed burning.
   6) Collecting mushrooms, berries and nuts is permitted, provided that any collecting is carried out in a manner that maintains a sustainable growth and reproduction cycle for the plants.

j. Vehicles. There shall be no operation of any vehicle on the Stewardship Property, including, but not limited to, bicycles, snowmobiles, dune buggies, motorcycles, all-terrain vehicles, cars and trucks, except as follows: (i) in emergency situations, (ii) for maintenance of the Stewardship Property and habitat and resource management activities, (iii) for disabled access on existing roads and trails that are normally vehicle-accessible, with a permit issued by the Sponsor, or (iv) as permitted in Paragraph 29.

29. Other Management Conditions:

   a. The Sponsor shall acknowledge the state's assistance in acquiring ownership of the Stewardship Property, and provide notice of public access to the Stewardship Property, by placement of signs on the Stewardship Property that have been approved by the Department.
   b. Trails shall be rustic in character and composed of pervious materials.
   c. Fences. New fences may be constructed and maintained only on the perimeter of the Stewardship Property.
Signed this 31st day of December, 2010.

THE CONSERVATION FUND

Jodi R. O'Day

Vice President & Regional Counsel

State of Wisconsin

Kewaunee County

Personally came before me this 30th day of December, 2010, the above named Jodi R. O'Day to me known to be the person who executed the foregoing instrument and acknowledged the same.

Amelia E. Matthews

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires) 8-05-2013

Signed this 20th day of December, 2010.

STATE OF WISCONSIN

DEPARTMENT OF NATURAL RESOURCES

Mary Rose Temple, Director
Bureau of Community Financial Assistance

STATE OF WISCONSIN

Dane County

Personally came before me this 20th day of December, 2010, the above named Maria Rose Temple to me known to be the person who executed the foregoing instrument and acknowledged the same.

Julie McCutchen

Signature of Notary Public

Typed or Printed Name of Notary Public
Notary Public, State of Wisconsin
My Commission (expires) 8-05-2013

THIS INSTRUMENT WAS DRAFTED BY THE WISCONSIN DEPARTMENT OF NATURAL RESOURCES
Exhibit A – Legal Description

Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Said Property is also described as:
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Beginning at the Southwest corner of said Lot 1, said corner being on the North right-of-way line of Mequon Road, S.T.H. “167”; thence North 1° 06’ 14” West, 1257.11 feet along the West line of the East half of the Southwest 1/4 of said Southeast 1/4 Section to the North line of the Southwest 1/4 of said Southeast 1/4 Section; thence North 87° 59’ 35” East, 1990.38 feet along said North line to the East line of said Southeast 1/4 Section; thence South 1° 10’ 37” East, 912.49 feet along said East line; thence South 87° 32’ 45” West, 10.00 feet; thence South 1° 10’ 37” East, 44.87 feet along the Westerly line of Swan Road; thence South 88° 00’ 15” West, 225.28 feet along the North line of Lot 2 of said Certified Survey Map No. 1155; thence South 1° 59’ 45” East, 300.00 feet along the West line of said Lot 2 to the North right-of-way line of Mequon Road, S.T.H. “167”; thence South 88° 00’ 15” West, 1821.21 feet along said North line to the point of beginning.
Said parcel contains 2,432,815 square feet or 55.850 acres of land, more or less.

* * * * * * *
SPECIAL WARRANTY DEED

This Deed, made between

THE CONSERVATION FUND,
A Non-Profit Corporation,

Grantor,

and

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT,
Grantee,

Witnessest, That the said Grantor, for a valuable consideration
conveys to Grantee
the following described real estate in Ozaukee County,
State of Wisconsin:

See Legal Description on reverse.

The total Purchase Price is $290,420.00.
This conveyance is exempt from Transfer Fee per Wisconsin Statute §77.25(12).

This is not homestead property.
(is) (is not)

Together with all appurtenant rights, title and interests.

Grantor warrants that the title to the Property is good, indefeasible in fee simple and free and clear of
cumbrances arising by, through or under Grantor, except: municipal and zoning ordinances and agreements
entered under them, recorded easements for the distribution of utility and municipal services, recorded building and
use restrictions and covenants and general taxes levied in the year of closing.

Dated this 12th day of May, 2011

THE CONSERVATION FUND,
A NON-PROFIT CORPORATION

Jodi B. O’Day
Vice President & Regional Counsel

AUTHENTICATION

Signature(s)  Jodi B. O’Day

authenticated this 12th day of May, 2011.

Type or print name

TITLE: MEMBER STATE BAR OF WISCONSIN
(If not, authorized by § 705.03, Wis. Stats.)

ACKNOWLEDGMENT

STATE OF MARYLAND
Anne Arundel COUNTY

Personally appeared before me this 12th day of May, 2011, the above named
Jodi B. O’Day

known to be the person who executed the foregoing
instrument and acknowledged the same.

Amelia Matthews

Type or print name
Notary Public
Anne Arundel County, Maryland

My commission is permanent. (If not, state expiration date:
01-04-2015

*Names of persons signing in any capacity should be typed or
printed below their signatures.)
LEGAL DESCRIPTION

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Said parcel contains 2,492,815 square feet or 55.850 acres of land, more or less.

**********
WARRANTY DEED

This Deed, made between

JAMES C. CAUGHRON, also known as JAMES CAUGHRON,

and THE CONSERVATION FUND, A NON-PROFIT CORPORATION,

Grantor,

and C ,

Grantee,

Witnesseth, That the said Grantor, for a valuable consideration conveyed to Grantee the following described real estate in Ozaukee County, State of Wisconsin:

See Legal Description on reverse.

This is not homestead property.

(is) (is not)

Together with all and singular hereditaments and appurtenances thereinunto belonging;

And Grantor warrants that the title is good, indefeasible in fee simple and free and clear of encumbrances except: municipal and zoning ordinances and agreements entered on them, recorded easements for the distribution of utility and municipal services, recorded building and use restrictions and covenants and general taxes levied in the year of closing and will warrant and defend the same.

Dated this 28th day of September 2010.

* James C. Caughran a/k/a James Caughron

AUTHENTICATION

Signature(a): James C. Caughran, also known as James Caughran

authenticated this 28th day of September 2010.

Steven D. Schmuki

TITLE: MEMBER STATE BAR OF WISCONSIN

(If not, authorized by § 706.05, Wis. Stats.)

THIS INSTRUMENT WAS DRAFTED BY

Attorney Steven D. Schmuki

ACKNOWLEDGMENT

STATE OF WISCONSIN

COUNTY

Personally came before me this day of September 2010, the above named James C. Caughran a/k/a James Caughran, known to me to be the person who executed the foregoing instrument and acknowledge the same.

*Names of persons signing in any capacity should be typed or printed below their signatures.

Packet Pg. 69
LEGAL DESCRIPTION

Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin.

Said Property is also described as:
Lot One (1) of Certified Survey Map No. 1155, recorded in the office of the Register of Deeds for Ozaukee County in Volume 5 of Certified Survey Maps, Pages 357 and 358, as Document No. 311727, being a part of the Southeast One-quarter (1/4) of Section Twenty (20), in Township Nine (9) North, Range Twenty-one (21) East, in the City of Mequon, County of Ozaukee, State of Wisconsin, bounded and described as follows:
Beginning at the Southwest corner of said Lot 1, said corner being on the North right-of-way line of Mequon Road, S.T.H. “167”; thence North 1° 06' 14" West, 1257.11 feet along the West line of the East half of the Southwest 1/4 of said Southeast 1/4 Section to the North line of the Southwest 1/4 of said Southeast 1/4 Section; thence North 87° 59' 35" East, 1990.38 feet along said North line to the East line of said Southeast 1/4 Section; thence South 1° 10' 37" East, 912.49 feet along said East line; thence South 87° 32' 45" West, 10.00 feet; thence South 1° 10' 37" East, 44.87 feet along the Westerly line of Swan Road; thence South 88° 00' 15" West, 225.28 feet along the North line of Lot 2 of said Certified Survey Map No. 1155; thence South 1° 59' 45" East, 300.00 feet along the West line of said Lot 2 to the North right-of-way line of Mequon Road, S.T.H. “167”; thence South 88° 00' 15" West, 1821.21 feet along said North line to the point of beginning.
Said parcel contains 2,432,815 square feet or 55.850 acres of land, more or less.

* * * * * * *
CONSERVATION EASEMENT
(____ Acre ______ Property - Tax Key ______)
MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

THIS GRANT OF CONSERVATION EASEMENT (the “Grant,” “Conservation Easement” or “Easement”) is made as of this ____ day of _____________, 201_, by and between the City _____ (the "Grantor") a municipal body corporate, and Milwaukee Metropolitan Sewerage District (the "Grantee"), a municipal body corporate.

WITNESSED, WHEREAS, Grantor is the owner in fee simple and the Grantor and Grantee have identified significant conservation values of certain real property in the ________________, Wisconsin, said property as described in Exhibit A (the “Property”) and as depicted on the surveys of the Property, copies of which are attached as Exhibit B (the “Survey”); and

WHEREAS, Grantor and Grantee have identified certain conservation values associated with the Property as more fully described on Exhibit C and in the Baseline Documentation Reports referred to below (the “Conservation Values”), and Grantor and Grantee recognize that the Conservation Values of the Property and the Property’s scenic and open space values have great importance to Grantor, Grantee and the people of the State of Wisconsin; and

WHEREAS, the goals of this Conservation Easement are to preserve the Conservation Values of the Property and to ensure that the Property contributes to the prevention of future flooding risks and the protection of water quality and ecological resources of the region as outlined in the Greenseams Program, adopted by the Commissioners of the Milwaukee Metropolitan Sewerage District; and

WHEREAS, the Grantor and Grantee desire, intend and have the common purpose of retaining the Property for conservation purposes, including its preservation as a relatively natural habitat of plants and animals and as open space for the scenic enjoyment of the general public and pursuant to governmental conservation policies, as described in Section 170(h) of the Internal Revenue Code of 1986, by placing perpetual restrictions on the use of the Property and granting affirmative rights to the Grantee to monitor and enforce such restrictions in order to preserve, enhance and restore the lands, all as described herein; and

WHEREAS, the specific Conservation Values of the Property are documented in an inventory of relevant features of the Property set forth in the Baseline Documentation Report for this Property, which is on file at the offices of the Grantee (the “Baseline Documentation Report”) which report is incorporated by this reference as if fully set forth herein, which consists
of reports, maps, photographs and other documentation of the Property at the time of this Conservation Easement, and is intended to serve as an objective (but not exclusive) information baseline for monitoring compliance with the terms of this Conservation Easement; and

WHEREAS, the common law of the State of Wisconsin and the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, provides for the creation and conveyance of conservation easements which impose restrictions or affirmative obligations on lands for conservation purposes; and

WHEREAS, the Grantee is eligible to be a qualified holder of a conservation easement pursuant to Section 700.40 of the Wisconsin Statutes and is a qualified organization under Section 170(h) of the Internal Revenue Code of 1986; and

WHEREAS, the Grantee agrees by accepting this Conservation Easement to honor the intentions of the Grantor stated herein and to preserve and protect in perpetuity the Conservation Values of the Property for the benefit of the public.

NOW THEREFORE, in consideration of the payment of the sum of One and 00/100 Dollars ($1.00), the mutual covenants, terms, conditions, and restrictions contained herein, and other good and valuable consideration the receipt and sufficiency of which are hereby acknowledged, and pursuant to the laws of the State of Wisconsin, including the Uniform Conservation Easement Act, Section 700.40 of the Wisconsin Statutes, the Grantor hereby voluntarily grants and conveys to Grantee, its successors and assigns this Conservation Easement in perpetuity over the Property. This Conservation Easement is subject to the WDNR Stewardship Grant and Management Contract for Non-Profit Land Acquisition for Project No. __________, dated __________ (the “Grant Contract”) between TCF and WDNR, which was recorded in the Office of the Register of Deeds for _______ County, Wisconsin on __________ as Document No. __________, said grant contract was later assigned (the “Assignment”) to MMSD __________ and recorded in the Office of the Register of Deeds for _______ County, Wisconsin on __________ as Document No. __________. The Grant Contract refers to the grant funding received for the fee simple acquisition of the Property by TCF. The Assignment refers to the WDNR approved transfer of ownership from TCF to the MMSD. Copies of the Grant Contract and Assignment are attached as Exhibit D. Both parties agree to waive the required approval by the WDNR of the fee simple transfer between MMSD and WDNR and also waive the assignment of the Stewardship Grant Agreement, since the WDNR is the administrator of the Stewardship Grant Contract.

1. Purpose. It is the purpose of this Conservation Easement to assure that the natural, scenic and open space values of the Property will be retained and to prevent any use of the Property that will significantly impair or interfere with its Conservation Values, and to the extent
hereafter provided prevent the use or development of the Property that would conflict with the maintenance of the Property in its open space condition. The Property is included in a plan to prevent future flooding risks and to protect water quality and ecological resources of the region and therefore shall be used only for conservation and recreation as provided herein (the “Conservation Purposes”). Grantor intends that this Conservation Easement will confine the use of the Property to activities not inconsistent with these conservation purposes.

2. Prohibited Uses. In furtherance of the foregoing, the Grantor makes the following covenants, on behalf of itself, its successors and assigns, which covenants shall run with and bind the Property in perpetuity, and shall be enforceable with respect to the Property by Grantee against the Grantor, its successors and assigns. Without prior express written consent from Grantee, any activity on or use of the Property inconsistent with the Conservation Purposes of this Conservation Easement is prohibited. Without limiting the generality of the foregoing, the following activities and uses are expressly prohibited:

A. The subdivision of the Property into smaller parcels, whether through legal or de facto subdivision, including divisions through the creation of condominiums, site leases or other means. It is the intent of this Paragraph to require that the entire Property remain as a single, indivisible tract managed for the Conservation Purposes of this Conservation Easement and to prohibit the conveyance of existing quarter sections and other whole legal descriptions constituting a part thereof, as well as the creation of any new lots or parcels containing any portion of the Property or to be used as common areas for adjoining lots.

B. Use of the Property for commercial or industrial use, including use by easement or other right of access or passage across or upon the Property in conjunction with commercial activity, including commercial recreational use and commercial agriculture. This Paragraph shall not be construed to prohibit use of the Property for educational or research purposes, provided such educational research uses do not involve the construction of any improvements on the Property nor permit the disturbance or alteration of the physical conditions of the Property.

C. The placement or construction of any structures or other improvements of any kind (including, without limitation, roads and parking lots) other than the following:

   (1) Mowed areas, parking lots and other improvements intended solely for public recreational use of the Property, but limited to no more than One (1) acre of the Property.

   (2) Trails, which may be laid out and maintained in support of, permitted uses
of the Property.

(3) Interpretive signs, observation platforms and boardwalks, which may be constructed with the approval of the Grantee.

(4) Maintenance, repair or replacement of existing permitted structures.

D. Any disturbance of trees or other vegetation (including the creation or maintenance of sports fields or lawns) except as provided for in subparagraph C or as follows:

(1) Trees and other vegetation may be planted, managed or removed in order to construct and maintain permitted trails, fences and gates.

(2) Diseased trees may be managed or removed to reduce or eliminate the threat of spreading the disease to other vegetation.

(3) Restoration of natural vegetation and natural hydrology including de-channelization of ditches and contouring the land to simulate natural conditions using an approved plan by the Grantee.

(4) Maintenance of legal access to the Property.

(5) Nature observation, nature trails and hunting.

Notwithstanding the forgoing, Grantor may maintain the Property as unmanaged land in natural condition.

E. Any exploration or exploitation of mineral resources by subsurface or surface means.

F. Any use or activity that causes or is likely to cause soil degradation, erosion, or significant pollution of any surface or subsurface waters. The best available management practices shall be employed to minimize soil erosion during and after construction of permitted roads and structures. Specifically, the Property may not be used to mitigate upstream development.

G. The dumping or other disposal of refuse, debris or noncompostable waste on the Property.

H. The placement of advertising signs or billboards on the Property, except those
signs whose placement, number, and design do not significantly diminish the scenic character of the Property and signs displayed to state the name and address of the Property, to advertise the Property for sale or rent, or to post the Property to control unauthorized entry or use.

I. Construction of ponds or other manipulation or alteration of watercourses or shore areas, except as allowed by subparagraph D(3) and D(5) above.

J. The use of the Property for agricultural purposes, including grazing.

3. Rights of the Grantee. To accomplish the Conservation Purposes of this Conservation Easement, the following rights are conveyed to Grantee:

A. To enter upon the Property at reasonable times in order to monitor compliance with and otherwise enforce the terms of this Conservation Easement in accordance with Section 6, provided that, except in cases where Grantee determines that immediate entry is required to prevent, terminate, or mitigate a violation of this Conservation Easement, such entry shall be upon prior reasonable notice to Grantor, and Grantee shall not in any case unreasonably interfere with Grantor’s use and quiet enjoyment of the Property;

B. To prevent any activity on or use of the Property that is inconsistent with the Conservation Purposes of this Conservation Easement and to require the restoration of such areas or features of the Property that may be damaged by any inconsistent activity or use, pursuant to Section 6.

4. Reserved Rights. Grantor reserves to itself and to its successors and assigns, all rights accruing from its ownership of the Property, including the right to engage in, or permit or invite others to engage in, all uses of the Property that are not expressly prohibited herein and are not inconsistent with the purpose of this Conservation Easement.

5. Notice and Approval.

5.1 Notice of Intention to Undertake Certain Permitted Actions. The purpose of requiring Grantor to notify Grantee prior to undertaking certain permitted activities, as provided in this instrument, is to afford Grantee an adequate opportunity to monitor the activities in question to ensure that they are designed and carried out in a manner that is not inconsistent with the purpose of this Conservation Easement. Whenever notice is required Grantor shall notify Grantee in writing not less than thirty (30) days prior to the date Grantor intends to undertake the activity in question. The notice shall describe the nature, scope, design, location, timetable, and any other material aspect of the proposed activity in sufficient detail to permit Grantee to make an informed judgment as to its consistency with the purpose of this Conservation Easement.
5.2 **Grantee's Approval.** Where Grantee's approval is required, as set forth in this instrument, Grantee shall grant or withhold its approval in writing sixty (60) days of receipt of Grantor's written request therefor. Grantee's approval may be withheld only upon a reasonable determination by Grantee that the action as proposed is inconsistent with the express conditions or Conservation Purposes of this Conservation Easement.

6. **Grantee's Remedies.**

6.1 **Notice of Violation; Corrective Action.** If Grantee determines that a violation of the terms of this Conservation Easement has occurred or is threatened, it shall give written notice to Grantor of such violation and demand corrective action sufficient to cure the violation and, where the violation involves injury to the Property resulting from any use or activity inconsistent with the purpose of this Conservation Easement, to restore the portion of the Property so injured to its prior condition in accordance with a plan approved by Grantee.

6.2 **Injunctive Relief.** If Grantor fails to cure the violation within 30 days after receipt of notice thereof from Grantee, or under circumstances where the violation cannot reasonably be cured within a 30 day period, fails to begin curing such violation within such period, or fails to continue diligently to cure such violation until finally cured, Grantee may bring an action at law or in equity in a court of competent jurisdiction to enforce the terms of this Conservation Easement, to enjoin the violation, ex parte as necessary, by temporary or permanent injunction, and to require the restoration of the Property to the condition that existed prior to any such injury.

6.3 **Damages.** Grantee shall be entitled to recover damages for violation of the terms of this Conservation Easement or injury to any Conservation Values protected by this Easement, including, without limitation, damages for the loss of scenic, aesthetic, or environmental values. Without limiting Grantor's liability therefor, Grantee, in its sole discretion, may apply any damages recovered to the cost of undertaking any corrective action on the Property.

6.4 **Emergency Enforcement.** If Grantee, in its sole discretion, determines that circumstances require immediate action to prevent or mitigate significant damage to the Conservation Values of the Property, it may pursue its remedies under this Section 6 without prior notice to Grantor or without waiting for the period provided for cure to expire.

6.5 **Scope of Relief.** Grantee's rights under this Section 6 apply equally in the event of either actual or threatened violations of the terms of this Conservation Easement. Grantor agrees that Grantee's remedies at law for any violation of the terms of this Conservation Easement are inadequate and that Grantee shall be entitled to the injunctive relief described in Paragraph 6.2, both prohibitive and mandatory, in addition to such other relief to which it may be entitled.
including specific performance of the terms of this Conservation Easement, without the necessity of proving either actual damages or the inadequacy of otherwise available legal remedies. Grantee's remedies described in this Section 6 shall be cumulative and shall be in addition to all remedies now or hereafter existing at law or in equity.

6.6 **Costs of Enforcement.** All reasonable costs incurred by Grantee in enforcing the terms of this Conservation Easement against Grantor, including, without limitation, costs and expenses of suit and reasonable attorneys' fees, and any costs of restoration necessitated by Grantor's violation of the terms of this Conservation Easement shall be borne by Grantor; provided, however, that if Grantor ultimately prevails in a judicial enforcement action each party shall bear its own costs. In awarding attorney's fees and costs of suit under this paragraph, the Court should consider the nature and extent of the violation, the injury to the Property resulting from the violation, the amount of the fees and costs in relation to such injury or violation and the relative efforts of the parties to settle the matter without litigation.

6.7 **Forbearance.** Forbearance by Grantee to exercise its rights under this Conservation Easement in the event of any breach of any term of this Conservation Easement by Grantor shall not be deemed or construed to be a waiver by Grantee of such term or of any subsequent breach of the same or any other term of this Conservation Easement or of any of Grantee's rights under this Conservation Easement. No delay or omission by Grantee in the exercise of any right or remedy upon any breach by Grantor shall impair such right or remedy or be construed as a waiver.

6.8 **Waiver of Certain Defenses.** Grantor hereby waives any defense of laches, estoppel, or prescription.

6.9 **Acts Beyond Grantor's Control.** Nothing contained in this Conservation Easement shall be construed to entitle Grantee to bring any action against Grantor for any injury to or change in the Property resulting from causes beyond Grantor's control, including, without limitation, fire, flood, storm, and earth movement, or from any prudent action taken by Grantor under emergency conditions to prevent, abate, or mitigate significant injury to the Property resulting from such causes.

7. **Costs, Liabilities, Taxes, and Environmental Compliance.**

7.1 **Costs, Legal Requirements, and Liabilities.** Grantor retains all responsibilities and shall bear all costs and liabilities of any kind related to the ownership, operation, upkeep, and maintenance of the Property, including the maintenance of adequate liability insurance coverage. Grantor remains solely responsible for obtaining any applicable governmental permits and approvals for any construction or other activity or use permitted by this Conservation Easement, and all such construction or other activity or use shall be undertaken in accordance
with all applicable federal, state, and local laws, regulations, and requirements. Grantor shall keep the Property free of any liens arising out of any work performed for, materials furnished to, or obligations incurred by Grantor.

7.2 Remediation. If at any time there occurs, or has occurred, a release in, on, or about the Property of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, Grantor agrees to take all steps necessary to assure its containment and remediation, including any cleanup that may be required, unless the release was caused by Grantee, in which case Grantee shall be responsible therefor.

7.3 Control. Nothing in this Conservation Easement shall be construed as giving rise, in the absence of a judicial decree, to any right or ability in Grantee to exercise physical or managerial control over the day-to-day operations of the Property, or any of Grantor's activities on the Property, or otherwise to become an operator with respect to the Property within the meaning of The Comprehensive Environmental Response, Compensation, and Liability Act of 1980, as amended ("CERCLA"), or similar laws imposing legal liability on the owner or operator of real property.

7.4 Indemnification. Grantee agrees to indemnify and hold Grantor, its successors and assigns, harmless against damages, claims, losses, and liabilities, which may be imposed upon or incurred by Grantor, its successors and assigns, arising out of or in connection with Grantee’s use, ownership, and operation of the Property during Grantee’s ownership of the Property prior to the effective date of this Conservation Easement, including, but not limited to, claims arising from the existence of any “Hazardous Materials” situated on the Property, and the exposure of persons to any such “Hazardous Materials” caused by Grantee’s use, ownership, or operation of the Property prior to the effective date of this Conservation Easement; provided, however, that this indemnification excludes damages, claims, losses, and liabilities arising under Wis. Stat. § 292.11 from the fact of Grantee’s ownership of the Property for any period of time. For the purposes of this Agreement, “Hazardous Materials” means any flammable explosives, radioactive materials, asbestos, petroleum, organic compounds known as polychlorinated biphenyls, chemicals known to cause cancer or reproductive toxicity, pollutants, contaminants, hazardous wastes, toxic substances or related materials, including, without limitation, any substances defined as or included in the definition of “hazardous substance,” “hazardous material,” or “toxic substances” in the Comprehensive Environmental Response, Compensation and Liability Act of 1980, as amended, 42 U.S.C. § 9601, et seq., the Hazardous Materials Transportation Act, 49 U.S.C. § 6901, et seq., or any other federal, state, or local statute, law, ordinance, code, rule, regulation, order, decree or other requirement of governmental authority regulating, relating to or imposing liability or standard of conduct concerning hazardous, toxic or dangerous substance or material, as now or at any time hereafter in effect, and in the regulations
adopted, published or promulgated pursuant to said laws.

7.5 **Hold Harmless.** Grantor hereby releases and agrees to hold harmless, indemnify, and defend Grantee and its members, directors, officers, employees, agents, and contractors and the successors and assigns of each of them (collectively "Indemnified Parties") from and against any and all liabilities, penalties, fines, charges, costs, losses, damages, expenses, causes of action, claims, demands, orders, judgments, or administrative actions, including, without limitation, reasonable attorneys' fees, arising from or in any way connected with: (1) injury to or the death of any person, or physical damage to any property, resulting from any act, omission, condition, or other matter related to or occurring on or about the Property, regardless of cause, unless due solely to the negligence of any of the Indemnified Parties; (2) the violation or alleged violation of, or other failure to comply with any state, federal, or local law, regulation, or requirement, including, without limitation, CERCLA and similar environmental laws, by any person other than any of the Indemnified Parties, in any way affecting, involving, or relating to the Property; (3) the presence or release in, on, from, or about the Property, at any time, of any substance now or hereafter defined, listed, or otherwise classified pursuant to any federal, state, or local law, regulation, or requirement as hazardous, toxic, polluting, or otherwise contaminating to the air, water, or soil, or in any way harmful or threatening to human health or the environment, unless caused solely by any of the Indemnified Parties; and (4) the obligations, covenants, representations, and warranties of Paragraphs 8.1 through 8.4.

8. **Extinguishment and Condemnation.**

8.1 **Extinguishment.** If circumstances arise in the future that render the purpose of this Conservation Easement impossible to accomplish, this Conservation Easement may be terminated or extinguished, whether in whole or in part, only by judicial proceedings in a court of competent jurisdiction from and after such court ordered extinguishment. Grantee shall be entitled to a portion of the gross proceeds collected from any sale, exchange, or involuntary conversion of all or any portion of the Property subsequent to such termination or extinguishments, equal to the fair market value of this Conservation Easement, or proportionate part thereof, as determined in accordance with Paragraph 8.2.

8.2 **Valuation.** This Conservation Easement constitutes a real property interest immediately vested in Grantee, which, for the purposes of Paragraph 8.1, the parties stipulate to have a fair market value determined by multiplying (1) the fair market value of the Property unencumbered by this Conservation Easement (minus any increase in value after the date of this grant attributable to improvements) by (2) the ratio of the value of this Conservation Easement at the time of this Grant to the value of the Property, without deduction for the value of this Conservation Easement, at the time of this Grant. The values at the time of this Grant shall be those values used to calculate the purchase price for this Conservation Easement, as set forth on Page 2 herein. Grantee agrees to provide Grantor with evidence of the amount claimed and
allowed. For the purposes of this Paragraph, the ratio of the value of this Conservation Easement to the value of the Property unencumbered by this Conservation Easement shall remain constant.

8.3 **Condemnation.** If all or any part of the Property is taken by exercise of the power of eminent domain or acquired by purchase in lieu of condemnation, whether by public, corporate, or other authority, so as to terminate this Easement, in whole or in part, Grantor and Grantee shall act jointly to recover the full value of the interests in the Property subject to the taking or in lieu purchase and all direct or incidental damages resulting therefrom. All expenses reasonably incurred by Grantor and Grantee in connection with the taking or in lieu purchase shall be paid out of the amount recovered. Grantee’s share of the balance of the amount recovered shall be determined by multiplying that balance by the ratio set forth in Paragraph 8.2.

8.4 **Application of Proceeds.** By acceptance of this Conservation Easement by the Grantee, the Conservation Purposes of the Property are hereby considered to be the highest public use of the Property. Whenever all or part of the Property is taken in the exercise of eminent domain, so as to abrogate, in whole or in part, the restrictions imposed by this Conservation Easement, or this Conservation Easement is extinguished, in whole or in part, by other judicial proceeding, Grantor and Grantee shall be entitled to proceeds payable in connection with the condemnation or other judicial proceedings in an amount equal to the current fair market value of their relative real estate interests. Any costs of a judicial proceeding allocated by a court to the Grantor and Grantee shall be allocated in the same manner as the proceeds are allocated.

9. **Assignment.** This Conservation Easement is transferable. Grantee may assign its rights and obligations under this Conservation Easement only to an organization that is a qualified organization at the time of transfer under Section 170(h) of the Internal Revenue Code (or any successor provision then applicable), and authorized to acquire and hold conservation easements under Section 700.40 of the Wisconsin Statutes or any successor provision then applicable or the laws of the United States. As a condition of such transfer, Grantee shall require that the Conservation Purposes that this grant is intended to advance continue to be carried out. Grantee agrees to give written notice to Grantor of an assignment at least twenty (20) days prior to the date of such assignment; however failure to give such notice shall not affect the validity of such assignment, nor impair the validity or enforceability of this Conservation Easement.

10. **Subsequent Transfers.** Grantor agrees to incorporate the terms of this Conservation Easement by reference in any deed or other legal instrument by which it divests itself of any interest in all or a portion of the Property, including, without limitation, a leasehold interest or mortgage lien. Grantor further agrees to give written notice to Grantee of the transfer of any interest at least twenty (20) days prior to the date of such transfer. The failure of Grantor to perform any act required by this Paragraph shall not impair the validity of this Conservation Easement or limit its enforceability in any way. Any and all mortgages or deeds of trust
recorded subsequent to the recording of this instrument shall be automatically subordinate to the operation and effect of this Conservation Easement.

11. ** Reverisonary interest.** If the land ceases to be used as a natural undeveloped nature type of property supporting and upholding the “Conservation Purposes” described in Section 1, then grantor, its heirs and assigns, have the right to re-enter the premises and, upon exercise of such re-entry, all right, title and interest of grantee in the above-described premises shall cease and revert immediately to grantor, its heirs and assigns.”

12. **Estoppel Certificates.** Upon request by Grantor, Grantee shall within forty-five (45) days execute and deliver to Grantor, or to any party designated by Grantor, an estoppel certificate, which certifies Grantor's compliance with any obligation of Grantor contained in this Conservation Easement or otherwise evidences the status of this Conservation Easement. Such certification shall be limited to the condition of the Property as of Grantee's most recent inspection. If Grantor requests more current documentation, Grantee shall conduct an inspection, at Grantor's expense, within sixty (60) days of receipt of Grantor's written request therefor.

13. **Notices.** Any notice, demand, request, consent, approval, or communication that either party desires or is required to give to the other shall be in writing and either served personally or sent by first class mail, postage prepaid, addressed as follows:

To Grantor: 
_________________________________________
_________________________________________
_________________________________________

To Grantee:  
Milwaukee Metropolitan Sewerage District  
Attn: Delbert Dettmann, Real Estate Specialist  
260 West Seeboth Street  
Milwaukee, Wisconsin 53204

or to such other address as either party from time to time shall designate by written notice to the other.

14. **Recordation.** Grantee shall record this instrument in the office of the Register of Deeds for _____________ County, Wisconsin, and may re-record it at any time as may be required to preserve its rights in this Conservation Easement.

15. **General Provisions.**
15.1 **Controlling Law.** The interpretation and performance of this Conservation Easement shall be governed by the laws of the State of Wisconsin.

15.2 **Liberal Construction.** Any general rule of construction to the contrary notwithstanding, this Conservation Easement shall be liberally construed in favor of the grant to effect the purpose of this Conservation Easement and the policy and purpose of the Wisconsin Conservation Easement Act. If any provision in this instrument is found to be ambiguous, an interpretation consistent with the purpose of this Conservation Easement that would render the provision valid shall be favored over any interpretation that would render it invalid.

15.3 **Severability.** If any provision of this Conservation Easement, or the application thereof to any person or circumstance, is found to be invalid, the remainder of the provisions of this Conservation Easement, or the application of such provision to persons or circumstances other than those as to which it is found to be invalid, as the case may be, shall not be affected thereby.

15.4 **Entire Agreement.** This instrument sets forth the entire agreement of the parties with respect to this Conservation Easement and supersedes all prior discussions, negotiations, understandings, or agreements relating to this Conservation Easement, all of which are merged herein.

15.5 **No Forfeiture.** Nothing contained herein will result in a forfeiture or reversion of Grantor's title in any respect.

15.6 **Successors.** The covenants, terms, conditions, and restrictions of this Conservation Easement shall be binding upon, and inure to the benefit of, the parties hereto and its respective successors, and assigns and shall continue as a servitude running in perpetuity with the Property. The terms "Grantor" and "Grantee" wherever used herein, and any pronouns used in place thereof include, the above-named Grantor and its successors and assigns, and Grantee and its successors and assigns.

15.7 **Termination of Rights and Obligations.** A party's rights and obligations under this Conservation Easement terminate upon transfer of the party's interest in this Conservation Easement or Property, except that liability for acts or omissions occurring prior to transfer shall survive transfer.

15.8 **Captions.** The captions in this instrument have been inserted solely for convenience of reference and are not a part of this instrument and shall have no effect upon construction or interpretation.
15.9 **Counterparts.** The parties may execute this instrument in two or more counterparts, which shall, in the aggregate, be signed by both parties; each counterpart shall be deemed an original instrument as against any party who has signed it. In the event of any disparity between the counterparts produced, the recorded counterpart shall be controlling.

16. **Amendment.** If circumstances arise under which an amendment to or modification of this Conservation Easement would be appropriate, Grantor and Grantee may jointly amend this Conservation Easement by a written instrument recorded in the office of the __________ County Register of Deeds, provided that any such amendment shall not diminish the goals, purposes or conservation benefits of this Conservation Easement, affect its perpetual duration or affect the qualification of this Conservation Easement or the status of Grantee under Section 170(h) of the Internal Revenue Code of 1986 or any successor provision.

**TO HAVE AND HOLD** the above-described Conservation Easement together with all and singular the appurtenances and privileges belonging or in any way pertaining thereto, either in law or in equity, either in possession or expectancy for the Property use, benefit, and behalf of Grantee, its successors and assigns, forever.
IN WITNESS WHEREOF Grantor has set its hand on the day and year first above written.

GRANTOR____________________

By __________________________

Its___________________________

By ___________________________

Its___________________________

STATE OF WISCONSIN ) ) ss
COUNTY OF _____________ )

Executed this __ day of ________, 200__, pursuant to approval granted on the __ day of
__________, 200__, by the ______________________ of the____________________
_________________________________________________________________________.

Notary Public, __________ County,
Wisconsin

My commission expires:__________
ACCEPTANCE

MILWAUKEE METROPOLITAN SEWERAGE DISTRICT

_________________________  __________________________
(Signature)  (Date)
KEVIN L. SHAFER, P.E., EXECUTIVE DIRECTOR
(Print Name-Title)

State of Wisconsin  ss
Milwaukee County  

On the above date, this instrument was acknowledged before me by Kevin L. Shafer, the Executive Director of the Milwaukee Metropolitan Sewerage District, known to me to be such official, and who acknowledged that he executed the forgoing instrument on its behalf for the purpose aforesaid and by his authority as such official.

_________________________
(Signature, Notary Public, State of Wisconsin)

_________________________
(Print or Type Name, Notary Public, State of Wisconsin)

_________________________
(Date Commission Expires)

Approved as to form by MMSD legal department:

This document was drafted by:
Joseph T. Ganzer
Staff Attorney
State Bar No. 1036120
Division of Legal Services
Milwaukee Metropolitan Sewerage District
260 West Seeboth Street
Milwaukee, Wisconsin 53204
EXHIBIT A
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

LEGAL DESCRIPTION OF THE PROPERTY
EXHIBIT B
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

SURVEY OF THE PROPERTY
EXHIBIT C
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

CONSERVATION VALUES

This Conservation Easement was acquired as part of the Greenseams Program of the Grantee. The Greenseams Program protects natural resources, enhances air and water quality, complements structural stormwater management, and preserves open space along stream corridors, hydric soils, environmentally significant wooded areas and other identified lands at risk for development. This acquisition is pursuant to authorization from the Metropolitan Sewerage Commission to purchase properties that meet one or more of the following criteria:

- Properties at least five (5) acres in size, containing a medium- to mature-aged mix of native hardwoods that are:
  - adjacent to Greenseams Program sites, public properties and/or properties with environmental significance,
  - within a SEWRPC\(^1\) Environmental Corridor, or
  - within a SEWRPC Natural Area
- Properties containing critical floodplain areas that establish greenways by connecting exiting public open spaces or other sites identified by the Grantee’s Greenseams Program
- Undeveloped private properties that would preserve natural ponding areas able to continue holding water.
- Parcels adjacent to the existing waterways or near the floodplain.
- Parcels that have hydric soils which represent wetland features.

---
\(^1\) Southeastern Wisconsin Regional Planning Commission
EXHIBIT D
TO THE
GRANT OF CONSERVATION EASEMENT
Wisconsin Department of Natural Resources, Grantor
TO
Milwaukee Metropolitan Sewerage District, Grantee

WISCONSIN DEPARTMENT OF NATURAL RESOURCES STEWARDSHIP GRANT AND ASSIGNMENT
ORDINANCE NO. 19-4

SHORELAND AND FLOODPLAIN ZONING MAP AMENDMENT SECTION 33 TOWN OF CEDARBURG

The Ozaukee County Board of Supervisors does ordain that the County Shoreland & Floodplain Zoning Map be amended in accordance with Section 7.1300 and Section 7.1305 of the Ozaukee County Code of Ordinances to recognize the wetland delineation completed by Wetland & Waterway Consulting, LLC and to allow filling 0.008 acres of the delineated wetland to construct a driveway to provide access for new home construction.

Affecting the following described real estate: Town of Cedarburg, T10N-R21E in part of the NW1/4 & SW1/4 & NE1/4 of SE1/4 of Section 33, CSM #1040, Parcel 2, Vol. 5/103. Tax Key # 03-033-14-000.00 and 03-033-13-002.00. Site Address: 255 Wauwatosa Road, Cedarburg

This Ordinance shall take effect upon enactment and publication.

Dated at Port Washington, Wisconsin, this 2nd day of October 2019.

SUMMARY: Shoreland & Floodplain Zoning Map Change - Town of Cedarburg

VOTE REQUIRED: Majority

NATURAL RESOURCES COMMITTEE

09/05/19 Natural Resources Committee APPROVED

RESULT: APPROVED [UNANIMOUS]
MOVER: D. Gall, Supervisor District 16
SECONDER: B. Jobs, Vice-Chairperson
AYES: Rothstein, Jobs, Gall, Holyoke, Ross
AGENDA INFORMATION SHEET

AGENDA DATE: October 2, 2019
DEPARTMENT: Land and Water Management
DIRECTOR: Andy Holschbach
PREPARER: Andy Holschbach

**Agenda Summary** Shoreland and Floodplain Zoning Map Amendment Section 33 Town of Cedarburg

BACKGROUND INFORMATION: Request by Pumpkin Farm LLC, Owner, and Donald J. Thoma, Accurate Surveying as agent, to petition the Natural Resources Committee for a Zoning Classification change from Shoreland-Wetland to Shoreland per Section 7.1300 and 7.1305 of the Ozaukee County Shoreland & Floodplain Zoning Ordinance to recognize the wetland delineation completed by Wetland & Waterway Consulting, LLC on September 13, 2018 and to allow filling 0.008 acres of wetland to construct a driveway to provide access for new home construction. Affecting the following described real estate: **Town of Cedarburg, T10N-R21E** in part of the NW1/4 & SW 1/4 & NE1/4 of SE 1/4 of Section 33, CSM # 1040, Parcel 2, Vol.5/103. Tax Key # 03-033-14-000.00 and 03-033-13-002.00. **Site Address: 255 Wauwatosa Road**

ANALYSIS: Per Section 7.1105 of the County Shoreland and Floodplain Zoning Ordinance, a wetland in the Shoreland-Wetland District shall not be rezoned if the proposed rezoning may result in significant adverse impact upon any of the following:

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

Rezoning 0.008 acre of wetland for this project will not result in any significant adverse impact up any of the above listed in 1-7.

The Wisconsin DNR on April 16, 2019 under the wetland statewide general permit for wetland fill or disturbance for residential development approved the filling of the 0.008 acres of wetland.
for this project.

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

RECOMMENDED MOTION: Approval

**ATTACHMENTS:**

- Pumpkin Farm Support Information (PDF)
PETITION TO CHANGE ZONING CLASSIFICATION

TO THE OZAUKEE COUNTY NATURAL RESOURCES COMMITTEE:

Ladies & Gentlemen:

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

<table>
<thead>
<tr>
<th>Owner: Pumpkin Farm, LLC (1)</th>
</tr>
</thead>
<tbody>
<tr>
<td>Telephone Number: 414-788-2502</td>
</tr>
<tr>
<td>E-Mail Address: <a href="mailto:joec@birchwoodsnow.com">joec@birchwoodsnow.com</a></td>
</tr>
<tr>
<td>Mailing Address: W79 N409 Riding Lane</td>
</tr>
<tr>
<td>City, State, Zip: Cedarburg, WI 53012</td>
</tr>
<tr>
<td>Project Address (if different than mailing address): 255 Wauwatosa Rd.</td>
</tr>
</tbody>
</table>

(Existing Zoning District)

| Agent: Donald J. Thomas \% Accurate Surveying |
| Telephone Number: 262-677-2120 |
| E-Mail Address: don@accuratesurveying.net |
| Mailing Address: 2911 Wildlife Lane |
| City, State, Zip: Richfield, WI 53076 |

(Proposed Zoning District)

Attachment: Pumpkin Farm Support Information (ORD.19-4: Zoning Map Amendment)

NOTICE TO PETITIONERS

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

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

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

(continued on page 2)
The Private Onsite Wastewater Treatment System (POWTS) permit must be issued prior to the shoreland permit. Any incomplete application form or missing support documentation will delay the shoreland permit. At the discretion of the department, an incomplete application may be returned. Review of the application may include a site inspection.

**You are responsible for complying with the state and federal laws concerning construction near or on wetlands, lakes, and streams. Wetlands that are not associated with open water can be difficult to identify. Failure to comply may result in removal or modification of construction that violates the law or other penalties or costs. For more information, visit the Department of Natural Resources wetlands identification webpage (http://dnr.wi.gov/topic/wetlands/) or contact a DNR Service Center (920-892-8756).

**By signing this permit application, you acknowledge you have read the above statement concerning construction near wetlands.

Property owners, builders, and contractors have primary responsibility for code compliance and reasonable care in construction. In cases of after-the-fact shoreland permit applications, the application fee is doubled, per Section 7.1108 of the Ozaukee County Shoreland and Floodplain Zoning Ordinance. All application fees shall be payable to OZAUKEE COUNTY. A photocopy or fax of this document is not acceptable; the thoroughly completed application with original signature is required. Signing this application authorizes property access to representatives of the Land & Water Management Department for the purpose of ensuring compliance with the Ozaukee County Shoreland and Floodplain Zoning Ordinance. The applicant is responsible for contacting federal, state, and local building inspectors regarding building and/or other requirements.

I, the undersigned, hereby apply to the Ozaukee County Land and Water Management Department for a shoreland permit. The work to be performed is as described on this application and support documents. I agree that all such work shall be done in accordance with the requirements of the Ozaukee County Shoreland and Floodplain Zoning Ordinance and the laws and regulations of the State of Wisconsin.

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** Fee Schedule: **

<table>
<thead>
<tr>
<th>Service Type</th>
<th>Fee</th>
</tr>
</thead>
<tbody>
<tr>
<td>Grading / Excavating (no structures)</td>
<td>$150.00</td>
</tr>
<tr>
<td>Structures (principal &amp; accessory)</td>
<td>$150.00 + $0.07/sq.ft.</td>
</tr>
<tr>
<td>Structures w/setback averaging</td>
<td>$200.00 + $0.07/sq.ft.</td>
</tr>
<tr>
<td>Structures w/mitigation option</td>
<td>$250.00 + $0.07/sq.ft.</td>
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<tr>
<td>Structures w/setback averaging &amp; mitigation option</td>
<td>$300.00 + $0.07/sq.ft.</td>
</tr>
<tr>
<td>Floodplain Development</td>
<td>$325.00</td>
</tr>
<tr>
<td>Other/General (e.g. boardwalk, staircase)</td>
<td>$100.00</td>
</tr>
</tbody>
</table>

---

**Signature (Owner/Agent):**

**Date:**

**Application Number:**

**Application Date:**

**Application Fee:**

---

**Base Flood Elevation:**

**Lwst. Flr./Bsmnt or C.S.:**

**Sanitary Permit Number:**

**Check / Receipt Number:**

---

**Pre-Construction Inspector:**

**Date:**

**Shoreland Permit Number:**

**Permit Date:**

---

**Post-Construction Inspector:**

**Date:**

**Certificate of Compliance Date:**

**Expiration Date:**

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**Comments:**

Check #1730 - R#16513 - received 8/19/19 for rezoning (330.00).
(August 22nd and August 29, 2019)

OZAUKEE COUNTY NATURAL RESOURCES COMMITTEE
PUBLIC HEARING NOTICE

NOTICE IS HEREBY GIVEN that a public hearing will be held at a meeting of the Ozauee County Natural Resources Committee on Thursday, September 5, 2019, at 8:30 A.M. in Room A-200 of the Ozauee County Administration Center, 121 W. Main St., Port Washington, to consider the following item(s):

1) Request by Pumpkin Farm LLC, Owner, and Donald J. Thoma, Accurate Surveying as agent, to petition the Natural Resources Committee for a Zoning Classification change from Shoreland-Wetland to Shoreland per Section 7.1300 and 7.1305 of the Ozauee County Shoreland & Floodplain Zoning Ordinance to allow filling .056 acre (40 feet by 60 feet wide) of wetland to construct a driveway to provide access for new home construction.

Affecting the following described real estate: **Town of Cedarburg**, T10N-R21E in part of the NW1/4 & SW 1/4 & NE1/4 of SE 1/4 of Section 33, CSM # 1040, Parcel 2, Vol.5/103.

Tax Key # 03-033-14-000.00 and 03-033-13-002.00. **Site Address: 255 Wauwatosa Road**

Information regarding this request is on file with the Ozauee County Department of Land and Water Management, Room 223, Ozauee County Administration Center, 121 W. Main St., Port Washington, for review.

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

Jennifer K. Rothstein, Chairperson
Natural Resources Committee
Pre Existing Wetland Conditions to Current Delineated Wetland

Proposed Re-zoning Area (36" X 30" Culvert)

Approximate Proposed Driveway Location

Wetland Delineated by SEWRPC 2016

Legend
- Parcel Line
- Delineated Wetland Line
- Wetlands Within Shoreland Zoning

Attachment: Pumpkin Farm Support Information (ORD.19-4: Zoning Map Amendment)
April 16, 2019

Pumpkin Farm, LLC
Nicholas Wahl
833 E Michigan St, Suite 1800
Milwaukee, WI 53202

RE: Coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, located in the Town of Cedarburg, Ozaukee County, also described as being in the NE1/4 of the SE1/4 of Section 33, Township 10 North, Range 21 East.

Dear Mr. Wahl:

Thank you for submitting an application for coverage under the wetland statewide general permit for wetland fill or disturbance for residential, commercial, or industrial development, s. 281.36, Wis. Stats.

You have certified that your project meets the eligibility criteria and conditions for this activity. Based upon your signed certification you may proceed with your project to fill 0.008 acres of wetlands in association with a culvert installation. Please take this time to re-read the permit eligibility standards and conditions. The eligibility standards can be found on your application checklist or in the statewide general permit WDNR-GP1-2017 (found at http://dnr.wi.gov/topic/waterways/construction/wetlands.html). The permit conditions are attached to this letter. You are responsible for meeting all general permit eligibility standards and permit conditions. This includes notifying the Department before starting the project, and submitting photographs within one week of project completion. Please note your coverage is valid for 5 years from the date of the department’s determination or until the activity is completed, whichever occurs first. This permit coverage constitutes the state of Wisconsin’s wetland water quality certification under USCS s. 1341 (Clean Water Act s. 401).

The Department conducts routine and annual compliance monitoring inspections. Our staff may follow up and inspect your project to verify compliance with state statutes and codes. If you need to modify your project please contact your local Water Management Specialist, Joshua Wied at (262) 574-2132 or email Joshua.Wied@wisconsin.gov to discuss your proposed modifications.

The Department of Natural Resources appreciates your willingness to comply with wetland regulations, which help to protect the water quality, fish and wildlife habitat, natural scenic beauty and recreational value of Wisconsin’s wetland resources for future generations. Please be sure to obtain any other local, state or federal permits that are required before starting your project.

If you have any questions, please call me at (262) 574-2132 or email Joshua.Wied@wisconsin.gov.

Sincerely,

Joshua Wied
Water Management Specialist

cc: U.S. Army Corps of Engineers

Naturally WISCONSIN
REPORT NO. 19-2

ANNUAL DOG LISTING 2019

The following claims against the Dog License Fund for listing dogs, pursuant to the provision of §174.06 of the Wisconsin Statutes, are recommended for allowance in the amounts set forth opposite the claimant’s name for 2019:

<table>
<thead>
<tr>
<th>MUNICIPALITY</th>
<th>NAME/TITLE</th>
<th>NUMBER OF DOGS LISTED</th>
<th>AMOUNT ALLOWED</th>
<th>DATE REPORT RECEIVED</th>
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</thead>
<tbody>
<tr>
<td>Town of Belgium</td>
<td>Dayle Parks, Treasurer</td>
<td>82</td>
<td>$41.00</td>
<td>9/6/2019</td>
</tr>
<tr>
<td>Town of Cedarburg</td>
<td>Charles M. Pretty, Treasurer</td>
<td>378</td>
<td>$189.00</td>
<td>9/9/2019</td>
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<tr>
<td>Town of Fredonia</td>
<td>Jean M. Wills, Treasurer</td>
<td>114</td>
<td>$57.00</td>
<td>9/13/2019</td>
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<tr>
<td>Town of Grafton</td>
<td>Bonnie Bartel, Treasurer</td>
<td>289</td>
<td>$144.50</td>
<td>9/11/2019</td>
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<tr>
<td>Town of Port Washington</td>
<td>Mary M. Sampont, Treasurer</td>
<td>108</td>
<td>$54.00</td>
<td>9/9/2019</td>
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<tr>
<td>Town of Saukville</td>
<td>Gloria Arredondo, Treasurer</td>
<td>210</td>
<td>$105.00</td>
<td>9/17/2019</td>
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<tr>
<td>Village of Belgium</td>
<td>Vickie L. Boehnlein, Treasurer</td>
<td>172</td>
<td>$86.00</td>
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<tr>
<td>Village of Fredonia</td>
<td>Sandra Tretow, Treasurer</td>
<td>164</td>
<td>$82.00</td>
<td>9/12/2019</td>
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<tr>
<td>Village of Grafton</td>
<td>Paul Styduhar, Treasurer</td>
<td>226</td>
<td>$113.00</td>
<td>9/4/2019</td>
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<tr>
<td>Village of Newburg</td>
<td>Deanna Alexander, Treasurer</td>
<td>7</td>
<td>$3.50</td>
<td>9/12/2019</td>
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<tr>
<td>Village of Saukville</td>
<td>Victoria H. Lee, Treasurer</td>
<td>244</td>
<td>$122.00</td>
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<td>Village of Thiensville</td>
<td>Colleen Landisch-Hansen, Treasurer</td>
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<tr>
<td>City of Cedarburg</td>
<td>Christy L. Mertes, Treasurer</td>
<td>338</td>
<td>$169.00</td>
<td>9/10/2019</td>
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<tr>
<td>City of Mequon</td>
<td>Thomas Watson, Director of Finance</td>
<td>1162</td>
<td>$581.00</td>
<td>9/13/2019</td>
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<tr>
<td>City of Port Washington</td>
<td>Jennifer Clark, Treasurer</td>
<td>333</td>
<td>$166.50</td>
<td>9/9/2019</td>
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**TOTALS**

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<th>AMOUNT ALLOWED</th>
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</thead>
<tbody>
<tr>
<td>3999</td>
<td>$1,999.50</td>
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Dated at Port Washington, Wisconsin, this 2nd day of October, 2019.

**SUMMARY:** Claims against the Dog License Fund for listing dogs, pursuant to the provision of §174.06 of the Wisconsin Statutes are recommended for the amounts set forth.

**VOTE REQUIRED:** Majority

**FINANCE COMMITTEE**

**RESULT:** APPROVED AND FORWARDED [UNANIMOUS]

**MOVER:** L. Herro, Supervisor District 14

**SECONDER:** D. Dohrwardt, Vice-Chairperson

**AYES:** P. Melotik, D. Dohrwardt, T. Richart, L. Herro

**EXCUSED:** J. Strom
Finance Committee

AGENDA INFORMATION SHEET

AGENDA DATE: September 26, 2019
DEPARTMENT: County Clerk
DIRECTOR: Julie Winkelhorst
PREPARER: Tyler Quaas

Agenda Summary  Annual Dog Listing 2019

BACKGROUND INFORMATION: Per WI State Statute 174.06, the listing official in a city or village is the municipal clerk. In a town, the town board shall designate a person to be the listing official. A listing official who is not a full-time, salaried municipal employee shall receive as compensation 50 cents for each dog listed to be audited and allowed by the county board as other claims against the county and to be paid out of the dog license fund. A listing official who is a full-time, salaried municipal employee shall receive this compensation from the county board but shall be required to pay the compensation into the town, village, or city treasury.

ANALYSIS: Annual payout of dog listings for reports that Municipal Treasurers submitted per Wis. State Stat. 174.06(7). The list is delivered to the County by September 15 to receive compensation at $.50 per dog listed.

FISCAL IMPACT: N/A

FUNDING SOURCE:
County Levy: Non-County Levy: X Indicate source: Dog License Fund

RECOMMENDED MOTION: All municipalities met the September deadline, therefore approval is recommended.

FINANCE COMMITTEE
RESULT: APPROVED AND FORWARDED [UNANIMOUS]
Next: 10/2/2019 9:00 AM
MOVER: L. Herro, Supervisor District 14
SECONDER: D. Dohwardt, Vice-Chairperson
AYES: P. Melotik, D. Dohwardt, T. Richart, L. Herro
EXCUSED: J. Strom