



CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WI  
**COMMON COUNCIL MEETING**  
**TUESDAY, MARCH 5, 2024 AT 6:30 P.M.**  
Port Washington City Hall, 100 W. Grand Avenue, Port Washington, WI 53074

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**REVISED AGENDA**

**1. ROLL CALL**

**2. PLEDGE OF ALLEGIANCE TO THE FLAG**

**3. CONSENT AGENDA**

*All items listed under the Consent Agenda are considered routine and will be enacted by one motion. There will be no separate discussion of these items unless a Council member so requests, in which event the item will be removed and considered at this point on the agenda.*

**A. Approve Minutes of Previous Meeting**

**4. MAYOR'S BUSINESS**

**A. Mayor's Updates**

**1. Presentation of the 2024 Wisconsin Urban Forestry Council Leadership Award to Jon Crain, Superintendent of Parks & Forestry**

**2. Proclamation for Women's History Month**

**3. Appointment of Election Inspectors for 2024-2025 Term**

**5. OFFICERS/STAFF REPORT- 2024 Election Update by City Clerk**

**6. PUBLIC COMMENTS/APPEARANCES**

*Your comments are welcome. Please limit comments to three (3) minutes. If you need more time, contact the City Administrator, and ask that your topic be placed on a Common Council Agenda.*

**7. FROM STANDING COUNCIL COMMITTEES**

**A. GENERAL GOVERNMENT AND FINANCE COMMITTEE**

**1. Consideration and Possible Action on a National Fish and Wildlife Foundation Grant Agreement for Creating a Resilient and Sustainable Valley Creek Corridor**

**8. FROM CITY BOARDS/COMMISSIONS**

**A. PLAN COMMISSION**

**1. Ordinance 2024-2: Amending and/or Creating Zoning Ordinances to Allow and Regulate Recoding Studios as a Conditional Use in the I-1 Existing Industrial District- 1<sup>st</sup> Reading**

**9. UNFINISHED BUSINESS**

**10. NEW BUSINESS**

**11. PUBLIC COMMENTS/APPEARANCES**

**12. MOTION TO CONVENE** in closed session per Wis. Stat. § 19.85(1)(e), i.e., deliberating or negotiating the purchase of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session, specifically for purposes of discussing and formulating negotiating strategies including, without limitation, the terms and conditions for sale and development of the approximately 39-acre parcel of City-owned vacant land, commonly known as the former Schanen Farm, located along the south side of STH 33 approximately one-quarter mile west of CTH LL (Tax Parcel No. 16-030-15-002.00).

**13. RECONVENE INTO OPEN SESSION** to take action relating to the closed session items, if any.

**14. ADJOURNMENT**

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**Special Accommodations:** *Persons with disabilities requiring special accommodations for attendance at the meeting should contact the City Clerk's Office at (262) 284-5585. Every effort will be made to arrange accommodations for all meetings, please provide notice at least one (1) business day prior to a meeting.*

**Notice of Possible Quorum:** *Notice is hereby given that Common Council members or members of other governmental bodies who are not members of this board, commission or committee may be present at this meeting to gather information about a subject over which they have decision-making authority. In that event this meeting may also constitute a simultaneous meeting of the Council or of such other governmental bodies. Whether a simultaneous meeting is occurring depends on whether the presence of one or more Council members or members of such other governmental bodies results in a quorum of the Council or of such other governmental bodies and, if there is a quorum, whether any agenda items listed above involve matters within the Council's or the other governmental bodies' jurisdiction. If a simultaneous meeting is occurring, no action other than information gathering will be taken at the simultaneous meeting. [State ex rel. Badke vs. Greendale Village Board, 173 Wis. 2d 553 (1993).]*

**NOTE:** *To help protect public health, persons desiring to monitor this meeting remotely by telephone conference, rather than in person, may call (262) 268-4270, and then dial the Pass/Access Code of 9801 when prompted to do so.*

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CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WI  
**COMMON COUNCIL MEETING**  
**TUESDAY, FEBRUARY 20, 2024 AT 6:30 P.M.**  
Port Washington City Hall, 100 W. Grand Avenue, Port Washington, WI 53074

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**MINUTES**

1. **ROLL CALL-** Mayor Ted Neitzke IV convened the meeting of the Common Council at 6:30 p.m. Members present were Alderpersons Deborah Postl, Paul Neumyer, Mike Gasper, Dan Benning, Jonathan Pleitner, Patrick Tearney, and John Sigwart. Also present was Interim City Administrator/City Clerk Susan Westerbeke, City Attorney Eric Eberhardt, ADA/HR Director Emily Blakeslee, Public Works Director Rob Vanden Noven
2. **PLEDGE OF ALLEGIANCE TO THE FLAG-** The Pledge of Allegiance was recited.
3. **CONSENT AGENDA**
  - A. **Approve Minutes of Previous Meeting**
  - B. **Accept Monthly Invoice Report**MOTION MADE BY ALD. NEUMYER, SECONDED BY ALD. POSTL TO APPROVE AND ACCEPT THE CONSENT AGENDA AS PRESENTED. Motion carried unanimously.
4. **MAYOR'S BUSINESS**
  - A. **Mayor's Updates-** The Mayor is participating in an upcoming ride-along with Deputy Fire Chief/EMS Services Director Joe DeBoer. The Mayor reminded the community that he is seeking individuals to serve on boards, committees, and commissions. The Mayor thanked members of the Police and Fire Commission for attending the meeting with regards to the Public Safety Building Presentation to be provided by Bray Associates-Architects.
5. **OFFICERS/STAFF REPORT-** Reports were distributed in writing.
6. **PUBLIC COMMENTS/APPEARANCES-** Ann Lorge- Requested a member of the Commission on Aging be included in any future panel which may be created to discuss upcoming Senior Center Facility needs.
7. **FROM STANDING COUNCIL COMMITTEES**
  - A. **GENERAL GOVERNMENT AND FINANCE COMMITTEE**
    1. **Consideration and Possible Action on Two Agreements with Port Washington Main Street, Inc. to Paint Murals on the Jackson Street Retaining Wall at N. Wisconsin St. and on Lift Station 3, Located at 310 N. Lake St.-** Public Works Director Rob Vanden Noven was present to review the two agreements. Port Washington Main Street, Inc., has a program titled, "Paint on Port", by which murals and mosaics have been placed on private property for public viewing at several locations in the community. Project Manager Eileen Grace from Paint on Port and Head Artist Sheri Kultgen were both present to review the upcoming public art projects within the city. At this time, Paint on Port is proposing two locations that are on public property: the Jackson St. retaining wall at N. Wisconsin St., and the Lift Station 3, located at 310 N Lake St. The 2024 murals will be completed by art students from the Port Washington-Saukville School District. There are two separate agreements being proposed for these two locations which have been prepared by Port Washington Main Street and reviewed, edited and approved by the City Attorney.  
MOTION MADE BY ALD. BENNING, SECONDED BY ALD. POSTL TO APPROVE THE MURAL AGREEMENT FOR LIFT STATION 3 AS PRESENTED. Motion carried unanimously.  
MOTION MADE BY ALD. BENNING, SECONDED BY ALD. POSTL TO APPROVE THE MURAL AGREEMENT FOR THE JACKSON STREET RETAINING WALL AS PRESENTED. Motion carried unanimously.

8. **FROM CITY BOARDS/COMMISSIONS-** None.

9. **UNFINISHED BUSINESS-** None.

10. **NEW BUSINESS**

A. **Presentation by Bray Architects on a Concept Plan for a Public Safety Building-** Matt Wolfert from Bray Architects was present to report on the concept site plan regarding the Public Safety Building. Discussion was held and questions from Council were answered.

B. **Discussion and Consideration Regarding Future Senior Center Facilities-** The Mayor gave a presentation which included the 2022 Strategic Planning Goals for the community, staff, and Common Council. This included gathering information related to needs for a Community and Senior Center in the city. Potential strategic process and timeline were discussed.

11. **PUBLIC COMMENTS/APPEARANCES-** Ann Lorge- Welcomed the public to visit the Senior Center for a tour and see what the current available programming offered.

Rich Procter- Commented regarding the budget and funding for the new Senior Center.

12. **MOTION TO CONVENE In Closed Session Pursuant to § 19.85(1)(e), Wis. Stat. for Purposes of Deliberating or Negotiating the Purchase of Public Property, the Investing of Public Funds, or Conducting other Specified Public Business, Whenever Competitive or Bargaining Reasons Require a Closed Session, to-wit: Discuss Financial and Other Terms and Conditions of Potential Purchase of 4.27-acre Parcel of Land Located at 1777 W. Grand Avenue, Port Washington (Tax Parcel #160301600700), and Devising Bargaining Strategies Regarding said Potential Purchase.-** The Mayor read the closed session item. The City Attorney stated that he was informed today that there is a prior written Offer to Purchase (contract) for the sale of the former Aurora Clinic property on W. Grand Avenue, but the seller anticipates that contract will be canceled by means of a Cancellation and Mutual Release form. If the parties to that contract sign a written cancellation and release form, then the City could elect to prepare and submit its own Offer to Purchase. However, the seller did not provide such cancellation form to the City Attorney prior to this Council meeting. Therefore, as there is an existing contract to purchase the property, the Open Meetings Law [s. 19.85(1)(e), Wis. Stat.] does not allow the Council to convene in closed session to formulate an Offer to Purchase or devise negotiating strategies, since no there are no competitive or bargaining reasons that would require a closed session. For these reasons, the City Attorney advised the Council it cannot lawfully convene in closed session this evening.

13. **RECONVENE INTO OPEN SESSION to take action relating to closed session discussions or deliberations, if any.-** None.

14. **ADJOURNMENT-** MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO ADJOURN THE MEETING AT 7:56 P.M. Motion carried unanimously.

Respectfully submitted,  
Susan L. Westerbeke, City Clerk

# AGENDA ITEM MEMORANDUM

## City of Port Washington

**TO:** Common Council

**FROM:** Rob Vanden Noven, Director of Public Works

**DATE:** March 5, 2024

**SUBJECT:** Presentation of the 2024 Wisconsin Urban Forestry Council Leadership Award to Jon Crain, Superintendent of Parks and Forestry

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**BACKGROUND/DISCUSSION:** In late October 2023, I nominated Jon Crain for a statewide Leadership Award from the Wisconsin Urban Forestry Council. Jon was selected for the award which he received on February 27 at the WDNR/Wisconsin Arborist Association annual conference. Lee Fredericks, representing the Wisconsin Urban Forestry Council, will be at the Common Council meeting to present the award to Jon.



*Jon and other award winners at the forestry conference with Governor Evers*



*Jon with his Parks and Forestry Crew at the annual conference; Rob Lanser, Kahlin Taylor, and Patrick Meer*

**ATTACHMENTS:**  
Leadership Award Nomination



CITY OF PORT WASHINGTON | ENGINEERING/ DEPARTMENT OF PUBLIC WORKS  
Rob Vanden Noven, P.E., Director of Public Works

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# **NOMINATION FOR WISCONSIN URBAN FORESTRY COUNCIL ANNUAL AWARDS**

## **LEADERSHIP**

**NOMINEE: JON CRAIN, SUPERINTENDENT OF PARKS AND FORESTRY**  
City of Port Washington  
100 W. Grand Ave.  
Port Washington, WI 53074  
[jcrain@portwashingtonwi.gov](mailto:jcrain@portwashingtonwi.gov)  
262-689-2741

**NOMINATED BY: ROB VANDEN NOVEN, P.E., DIRECTOR OF PUBLIC WORKS**  
City of Port Washington  
100 W. Grand Ave.  
Port Washington, WI 53074  
[rvandenoven@portwashingtonwi.gov](mailto:rvandenoven@portwashingtonwi.gov)  
262-268-4267

**October 30, 2023**

## **SUMMARY:**

It is my pleasure to nominate City Forester and Superintendent of Parks and Forestry, Jon Crain, for a Wisconsin Urban Forestry Council Leadership Award. Since Jon was hired in 2011, he has been responsible for completely transforming the Forestry Department in the City of Port Washington. Under his leadership, Jon has increased the inventory of City owned trees by more than 50%, saved approximately 25% of the ash tree population, removed acres of invasive species, restored wetlands, improved species diversity, established numerous partnerships, secured multiple grants, developed the GIS for forestry, established a nursery, and donated countless volunteer hours. Examples of Jon's leadership include:

### **Tree Planting**

Under Jon's leadership and with the help of DNR Urban Forestry grants, ATC grants, and a grant from the Bay Lakes Regional Planning Commission, the street tree inventory has increased from 7,000 trees in 2011 to over 11,000 trees presently. He has also planted over 1,000 new trees in city parks, and increased overall species diversity, introducing 7 new varieties of disease resistant elms, 5 new species of oak, London plane trees, redwoods, hackberry, river birch, tamarack, etc. His crews have planted an average of 400-600 trees per year using only city labor. He reduced material and labor costs by planting only bare root and container grown trees, and has achieved a success rate of over 90% survivability. He has implemented a practice of amending planting soils by mixing stump grindings with the parent soil from the tree excavation which is passed through a specially constructed soil sifter. This has not only saved on the cost of purchasing topsoil and eliminated the cost of disposing clay spoils and stump grindings, but it has resulted in greater tree viability and faster growth than traditional planting methods.

### **EAB Management**

In 2012, when EAB was first detected in Port Washington, the City initially planned to simply remove over 1,400 ash trees in the City's inventory due to a lack of funds to contract out ash treatments with a private contractor. Jon quickly came up with a plan to treat all mature, healthy ash trees using city labor, training crew members in proper treatment techniques, and ultimately saving over 300 prominent ash trees at a fraction of the cost of hiring a contractor. This ongoing project has also been aided by DNR Urban Forestry grants.

In another money and labor-saving move, Jon contracted with the Algoma Lumber Company to remove over 100 ash trees in Upper Lake Park at no cost to the City. Additionally, approximately 100 of the 1,000+ ash trees that were removed by city crews were taken to a local sawmill which returned 50% of the lumber to the city to create park benches, picnic tables, recycling containers, and various Eagle Scout projects, all at no cost to the city.

### **Woodland/Prairie Restoration – Birchwood Hills**

Jon has spearheaded a project to restore woodlands and native prairie in the 26-acre Birchwood Hills Nature Preserve. He led the restoration of 7 acres of wetland by removing an old agricultural drain tile and removed 3 acres of invasive species including honeysuckle and barberry. Jon established partnerships with the Lakeshore Natural Resources Partnership, the Great Lakes Bird Observatory, and the Ozaukee County Watershed Coalition, installing trails, burning prairies, and planting native birch, aspen, and swamp white oak trees. Grants from the US Fish and Wildlife Service and the Sustain our Great Lakes Program will invest over \$200,000



toward additional tree planting and native prairie restoration, all under done under Jon's leadership.

### **GIS**

Working with the City's GIS consultant and utilizing DNR Urban Forestry Grants, Jon has set up a tree inventory that is kept up to date in real time, increasing efficiency in planning, species management, and maintenance.

### **Volunteering**

Jon volunteers regularly, educating the public about the importance of trees at Love our Great Lakes Day, Arbor Day, Community Day, and other events. Jon has led several Arbor Day tree planting events with local schools, Boy Scouts, and the general public. He has helped volunteers construct birdhouses and recycling containers (made from recycled ash trees), and helped establish monarch butterfly and pollinator gardens. In 2017, Jon was the recipient of the Gold Leaf Award for Outstanding Arbor Day Activities from the ISA. He has also facilitated and helped lead several tree climbing demonstrations at Community Day with the Wisconsin Arborist Association and Hoppe Tree Service, where the community has the opportunity to climb a tree in rope and saddle with experienced arborists. Jon also recently participated in his third Tour des Trees, riding from Reno to San Francisco, raising money for education and research in urban forestry.

### **Nursery**

In 2016, with the help of a DNR forestry grant, Jon started a city-managed nursery, consisting of 500 trees planted on an existing city parcel that was already fenced in and had an available water supply. After only four years, the city began utilizing and replacing approximately 25% of the stock, saving money, increasing diversity, and ensuring availability of trees for future planting.

### **Training**

Jon takes safety extremely seriously, conducting weekly talks on chainsaw safety and general forestry practices. Jon also trains employees on current best practices in planting, climbing, pruning, and tree removals.

### **Leadership**

Recognizing his leadership skills, Jon was promoted in 2017 from City Arborist, to a newly created position: Superintendent of Parks and Forestry. Jon is a natural leader among his peers, supervising more than 10 full time, part time, and seasonal employees. He is a member of the City's Leadership Team and is respected by his peers, subordinates, supervisors, elected officials, and the general public. His work is regularly recognized by the *Ozaukee Press*, which has printed that "only Santa Claus has appeared more frequently in the *Ozaukee Press* than Jon Crain". Attached is only a small sample of the number of articles in which he has been featured. Jon meets the definition of leader in every facet. He has a bachelor's degree in urban forestry from UWSP, is a certified municipal arborist, an excellent communicator, an innovator, and a natural leader. I can't imagine anyone more worthy of an Urban Forestry Council Award for Leadership. Thank you!



Jon treating Ash Trees; Source- *Ozaukee Press*

Jon removing ash tree's in Upper Lake Park ; Source - *Ozaukee Press*





Jon instructs kids on climbing at Community Day



Installing Holiday Lights; Source - *Ozaukee Press*

Written by CAROL POMEDAY

Wednesday, 23 October 2013 00:00

## Port Washington arborist Jon Crain loves trees, but sometimes he has to cut them down, even if it means going to a place he once feared—high up in the branches.

It's not often the subject is 50 feet up in a tree when giving an interview.

But that's where Jon Crain, the City of Port Washington's arborist and the only member of his staff trained to climb trees, is comfortable.

As he talked, occasionally swinging in his tethered saddle, Crain, who was equipped with a chainsaw, pole saw and a hand saw, pruned a large willow in the front yard of his Port home. That morning, he helped a friend plant trees.



are guys that are better than me who love the thrill of taking it down.”

People often ask him if he's afraid of falling when he's high in a tree, but Crain said that's the last thing he worries about.

“It's all about respecting the tree and respecting the height you're at,” he said.

The times he's had accidents, Crain said, were when he was too comfortable and became careless or pushed the envelope, defying high winds.

Crain loves trees.

That's why he decided to major in urban forestry at the University of Wisconsin-Stevens Point, even though he is afraid of heights.

That's right — he's afraid of heights and still doesn't like climbing tall ladders or getting on high roofs.

“I'll never forget the first tree I climbed. I was shaking so bad, and I wouldn't move out of the spot the whole day,” Crain said.

“My boss knew what was happening and said, ‘Once you get comfortable, you're going to love it.’”

Crain said he almost quit that day, but after a few more climbs, he discovered his boss was right.

“Now, it's fun,” he said from his tall perch. “I'm up here and I'm looking around, and it's like being a kid again.”

Early in his tree-climbing career, Crain, now 37 and the father of two boys, ages 4 and 6, said he was willing to take on almost any tree. He would go to great heights to top a tree and cut off limbs as he descended, making sure they fell where they should.

Before he became the city's arborist, Crain had his own tree trimming business.

“I'm more on the end of preserving trees — pruning them properly and trying to save trees,” he said.

“But when a tree needs to come down, it's fun to figure out how to do it. I don't do the big dangerous stuff anymore. There

“One time in Oak Creek, I sent a limb through a woman’s garage,” Crain said.

“I was 80 feet up in a honey locust and I was making my last cut, which I shouldn’t have done because the wind was kicking up. But if I stopped, I would have to come back.

“The limb got away from me and the wind sent it through the garage door.”

Crain had to tell the homeowner what he had done.

She told him, “I knew you shouldn’t have been up there. You’re lucky to be alive.”

Another time, a chainsaw kicked back into his face and he lost two teeth.

“Luckily, I was holding it properly so the chain brake worked,” Crain said.

“It made me stop and think that I could have been dead. It still scares me when I think about it. You have to take that extra second to be careful.”

Crain said his first rule is to never do tree work from a ladder. A saw or limb can hit the trimmer or the ladder.

“The scariest thing is when a homeowner tells me, ‘I’ll do it myself with a ladder,’” Crain said.

“I try to explain why that’s too dangerous without coming off as this macho, know-it-all, tree-climbing guy.”

One time, Crain saw a guy standing on a ladder reaching into a tree with a chainsaw.

“That time, I actually stopped the guy,” he said. “If I hadn’t, he would have probably killed himself.”

The guy got down and was receptive to his advice, he said.

Over the years, Crain said, he’s learned tricks to make tree climbing easier and safer.

“A good arborist is a lazy one because we find easier ways to do things,” Crain said.

He carefully inspects each tree, looking for signs of decay and weakness.

“Any kind of mushroom indicates decay in the tree,” Crain said.

He plans the attack with the help of his ground person.

“I never go in a tree alone,” Crain said. “I always have someone on the ground who knows the plan and can anticipate what’s going to happen.

“You want a good plan when you go up, but you’re looking at from the ground, and a lot of times it changes when you get to the top.”

He communicates with his ground person through signals.

“For instance, you rap on your helmet when something is coming down,” he said.

Crain looks for a spot in the center of the tree to set his line, then uses a slingshot to send an 8-ounce shot into the tree. The rope is pulled through a loop attached to the shot.

Crain uses a foot-locking technique to walk up the rope, wrapping the rope around his foot as he ascends.

“It looks like I’m pulling myself up by the rope, but I’m actually walking up the rope, which saves a lot of energy,” Crain said.

Before he goes into the tree, Crain ties his chainsaw to the end of the rope. When he's in the tree, he pulls the saw up.

When he's not using the pole saw, he hangs it on a limb far away from him with the blade pointing in the opposite direction so it won't fall into him if the limb breaks.

When the top of a tree is removed or a large branch cut off, it is a shock to the tree and the whole trunk shakes. The climber has to be prepared for that, Crain said.

"There are different ways to do it to minimize the shock on the tree," Crain said. "You want to be efficient, but you don't want to go too big. When in doubt, go small."

Trimming a tree properly will extend its life, Crain said, allowing the wind to blow through it and removing branches that are crossed or rubbing against each other, which cause structural weakness.

Willow trees are money-makers for tree trimmers because they're the first ones to come down in a storm, Crain said.

"First it's willows, then box elders and then silver maples," he said.

Crain doesn't climb as many trees as he used to because the city has bucket trucks that reach to the top of most trees.

"It's a whole different ball game with a bucket truck," Crain said. "You're not attached to the tree. You're not a part of it."

But there are areas where a bucket truck won't fit. Then Crain gets to climb a tree.

He plans to teach his two assistants to climb trees this winter so they're ready in spring.

"The emerald ash borer is going to keep us busy for the next couple of years," Crain said.

The city is treating about half of its 1,100 ash trees and will remove others when they are infested.

Crain is checking into the cost of hiring someone to cut the trees for lumber and also toying with buying a sawmill to make the lumber to replace boards on city benches.

"We want to do what's most cost effective," he said.

Crain chooses the types and locations for city-owned trees and advises developers.

"I love my job. I like the fact that I'm more managing the trees for the city. I enjoy the science of it," Crain said.

"The biggest thing now is diversity so we don't run into another epidemic like this — knowing what trees will do well in our soil conditions and our climate."

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## Homegrown in Port

October 21, 2020

The trees the city will plant this year are the first from its nursery where 600 of them, including redwoods that can grow to 165 feet, are being nurtured



PORT WASHINGTON FORESTER Jon Crain was flanked by a hackberry tree on the left and a Princeton elm on the right as he stood among the 600 trees in the city's nursery in its industrial park recently. Photo by Sam Arendt

By **KRISTYN HALBIG ZIEHM**  
Ozaukee Press staff

A mix of trees both exotic and traditional will soon find its way onto the parkways along Port Washington streets as the city's nursery starts to produce hardy stock,

There are more than 600 trees in the nursery, which is located in the city's industrial park. There are about 15 species and more than 60 varieties within those species. Some are common —

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oaks, honey locust, elms, birch, spruce and hickory, for example. Others are more exotic, like katsura trees and dawn redwoods that can grow to 165 feet.

"Two hundred and forty years from now, we'll be able to put a road through them," city Forester Jon Crain said.

The nursery started three years ago. Crain and his crew spent a year amending the heavy red clay soil and preparing the nursery, planting their first trees in 2018.

"I wasn't expecting to be able to pull any out for three to five years," Crain said. "For the first year, they kind of sit there and in the second year they really take off.

"They're growing much better than we anticipated."

So well, in fact, that this year he said he will take about 75 trees out of the nursery and plant them along the city streets and in its parks, replacing them in the nursery with new saplings in spring.

"It's very exciting," Crain said, noting the goal is to be able to remove about a third of the trees annually.



**CITY FORESTER** Jon Crain stood recently among the 600 trees in Port Washington's industrial park nursery. About 75 of those trees will be planted along streets and in parks this year.

*Photo by Sam Arendt*

The trees are planted in the nursery when they're about a half-inch in diameter and three to four feet high.

"Now they're close to 1-1/2 inches and six to eight feet high," Crain said. "They'd be even larger, but we do have to prune them."

Port Washington is one of the few communities in the area to have its own nursery.

"I don't know of any other," Crain said, except Milwaukee, which has a full-time nursery staff and is a much larger community.

Crain approached the city about starting the nursery when the cost of trees went "sky high" as the emerald ash borer decimated trees throughout the state and country.

"Not only were prices going up, it was getting difficult to find what we needed," Crain said.

A grant from the Department of Natural Resources covered the start-up costs and initial stock, and a local Boy Scout troop helped plant the trees.

"I'd like to continue that," Crain said. "It's a great opportunity to teach them to appreciate nature."

The trees don't take a lot of time, aside from pruning, he said, and the work can be fit in around other job duties.

"There's always something to do out there," he said.

The benefits of the nursery are many, Crain said.

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The average price for a tree that’s planted along the city streets is about \$100, he said, but the nursery trees are \$15 to \$20 each.

The city’s also able to diversify its tree stock, Crain said.

“We’re not going to have rows of Norway maples,” Crain said. “We’ve learned.”

The importance of that can be seen along the city streets. Decades ago, a canopy of large elms greeted motorists along the city streets, but they were destroyed by Dutch elm disease.

Many of those trees were replaced by ash, but then came the emerald ash borer, first found locally in Newburg in 2008. The city is treating some of its ash trees but has had to remove most of them.

In the nursery, the city is able to plant a wide variety of species — including oak, elm, spruce, hackberry, Ohio buckeye, sweetgum, muscledwood, bald cypress, ironwood, black gum — and a number of different varieties within those species — eight types of elms, for example.

“Some species, we start with a small number and test them to see how they will do here,” Crain said. “We don’t have to make a large investment right away.”

For example sweetgum trees, which are borderline for our climate, are being grown.

“We’re going to try a few and see if we can get them established,” Crain said.

Planting young trees in the area helps them acclimate better to the area, he added.

“We’re essentially skipping a step,” Crain said, noting most trees found in nurseries are started out West, where the climate is different.

The city’s decision to narrow many of the streets it reconstructs, increasing the size of the parkway, and to limit the use of salt in the winter has allowed the city to use some trees that wouldn’t otherwise survive there, he said.

Katsura trees, which are native to Japan, aren’t drought tolerant, which makes it difficult to grow them in narrow parkways where the soil dries quicker. But, Crain said, “we’ve been trying them out and they seem to be doing real well.”

While the nursery is a benefit to the city today, Crain said, he’s conscious of the long-term benefit it will have.

“To be honest, everything I do with these is big-picture to me,” he said. “The majority of what we’re doing is long term. The city’s going to see the benefit long after I’m gone.”

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Home » Forester is riding for the trees

## Forester is riding for the trees

August 25, 2021

Jon Crain says he feels duty-bound to bike across Colorado to raise money for tree research and an endowment fund that has aided his work in Port



PORT WASHINGTON CITY FORESTER Jon Crain, who posed with his bike in the tree nursery he created, is preparing to take part in the Tour des Trees, a 320-mile bike ride through Colorado that raises money for the Tree Research and Education Endowment Fund. Photo by Sam Arendt

By **KRISTYN HALBIG ZIEHM**  
Ozaukee Press staff

Port Washington Forester Jon Crain said he's lucky to have found his calling— and he's about to put that passion to the test.

Crain is embarking on the Tour des Trees, a five-day, 320-mile bike ride across Colorado to raise money for the Tree Research and Education Endowment Fund, aka Tree Fund.

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Along the way, he will stop in towns to plant trees and help educate the public about the importance of trees in cities.

Crain won't be alone in this journey. He and a member of the Wisconsin Department of Natural Resources make up Team Wisconsin for the ride, and they will be among 97 bicyclists taking part in the event.

Crain said he feels compelled to take part in the event.

"I almost feel like it's my duty," he said, noting the Tree Fund has awarded nearly \$4.5 million in grants for research and education about trees — and he's depended on information from the group in his job.

"I feel I'm using these benefits without giving back," Crain said. "If there's something I'm able to do to give back, I should."

Information from the Tree Fund has helped him discover new and better planting techniques, determine which species best fit the community and helped him as he established the city's nursery.

It's also helped him create better management practices, improve workforce and public safety and deal with pests, most notably the emerald ash borer, which has decimated the city's ash population.

"Trees are under a lot of stress in urban areas," Crain noted. "The temperature extremes and the pollution, chemicals such as the salt we use on the roads in winter, soil compaction and the small growing spaces we have."

Crain said he also considers the ride a way to raise awareness of the importance of trees in a community.

"I think it's something people don't really think about," he said — especially since it takes a long time for trees to mature so "a lot of the benefits of trees won't happen until I'm long gone."

In addition to raising awareness of trees and their importance, the ride is also a fundraiser. Crain said the goal is to raise \$400,000, with each rider expected to raise at least \$3,500.

He's still working on that part of the ride, but in the meantime has been training to handle the physical aspects. However, he said, there's not a lot he can do to train for the 23,000 foot elevation change the bicyclists will encounter along the way.

"I think I'm going to be all right," he said. "We'll see how I adjust to the thin air."

The ride kicks off on Sunday, Aug. 29, and runs through Friday, Sept. 3.

But Crain won't be resting too long after that. A week later, he's taking part in the Ice Age Trail 50, a 50-mile run.

"They weren't supposed to be at the same time," he said, but with the pandemic, timing and plans changed.

"At the end, I don't think it's going to be all smiles," he said, laughing. "Maybe a week or two later..."

To support Crain's fundraising efforts, visit <https://tour-des-trees-2021.blackbaud-sites.com/fundraising/jons-tour-de...>

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## [Fall look a sign of tree trouble](#)



### [Feature](#)

Written by BILL SCHANEN IV

Wednesday, 11 September 2013 21:23

## Port's grand maples are withering and, in some cases, dying because of what experts say is a perfect storm of factors, starting with the drought

It's only the second week in September, but look at many of Port Washington's partially bare trees and you would think it was late fall.

The city, whose ash trees are already under assault from the emerald ash borer, is now watching its maple trees wither and, in some cases, die.

There's no single culprit as in the case of the emerald ash borer. Rather, a number of conditions and diseases are taxing maple trees of various varieties and sizes, experts said.



It is a perfect storm for some of the city's most magnificent trees.

"That's really what it is — the perfect storm," said Jon Crain, the city's arborist. "There's a number of factors at work here, starting with stress from last year's drought."

Add to that a number of funguses that have taken hold in compromised trees and planting mistakes made decades ago and you start to understand why some maples leaves appear to be dying on the branch and falling far too early.

"There's usually not one easy answer to problems like this, but it starts with the drought, and we'll continue to see the effects of a diminished water supply," said Olivia Witthun, the Wisconsin Department of Natural Resources's urban forestry coordinator for the east-central region, which includes Ozaukee County.

"Stress from the drought sets trees like maples up for a number of other problems, which is why we're seeing trees lose their leaves early and grow them late."

One of the problems that has become more evident in Port's weakened maples, Crain said, is stem girdling roots, a condition in which trees that were planted too deep strangle themselves with their roots.

"This is something that occurs when trees were put in too deep and the roots work their way to the surface and wrap around the tree, causing a slow death," Witthun said.

Some varieties, such as Norway maple, which constitutes a significant portion of the city's maple inventory, have relatively shallow root systems and are particularly susceptible to girdling roots, Crain said.

"At one time, the city thought Norway maples would make good street trees," he said. "Now we're trying to diversify and only plant one species of maple."

Among the other problems plaguing trees is an ironic result of weather extremes. Trees weakened by drought suffered another blow in the form of a wet spring that instead of reversing the effects of moisture deprivation proved to be an ideal incubator for a variety of funguses, starting with maple tar spot fungus.

The fungus, which appears as dark, tar-like spots on the leaves of maples, is prevalent throughout the city. And while it is generally considered

not to be particularly harmful, it contributes to the withered look of the city's maple stock.

"It's mostly just unsightly," said Mike Wendt, an instructor of arboriculture and horticulture at Milwaukee Area Technical College, whose students will be in Port Washington later this week cutting down ash trees killed by the emerald ash borer. "Leaves may fall a little earlier, but all in all, tar spots don't affect the tree to a great extent, although over many years it might."

Another problem with the city's maples is verticillium wilt, Crain said.

Verticillium wilt, which affects a number of tree species, is caused by a soil-borne fungus that creates toxins that attack a tree's water-conducting tissues. Symptoms include scorched, curled leaves, defoliation and heavy seed production.

Verticillium wilt can be fatal to trees, and because the fungus exists in the soil, the only way to ensure it doesn't infect replacement trees is to plant species that are resistant to the fungus.

So what's the prognosis for Port Washington's maples?

"There's no doubt these trees are stressed, but hopefully they should be OK," Witthun said.

Not all of them.

Crain estimated there are a couple dozen maples in the city, some of which are towering trees as old as they are tall, that are dead or beyond saving. Those include a number of mature maples along Grand Avenue just north of Summit Drive that were stressed from drought and succumbed to root damage caused by recent road construction, he said.

"It's not a wave of sudden die off, but rather just a slow death of some of our maples," he said. "There are a number on the north end of the city, some that are 30 and 40 years old, that are in really rough shape.

"I've been holding off as long as I can. I don't want to take too many maples down with what's happening to our ash trees, but we had to take some down because it got to the point where there was nothing left of the trees."

There's no cure-all for the city's maples — and experts point out it's not just maples that are suffering — but there are a few things that experts say can be done to help stressed trees.

"Give them some water," Witthun said.

She also recommended mulching with wood chips from the base of the tree out to the drip line. In addition to aiding water retention, wood chips add nutrients to the soil.

Crain is advising residents to rake, not mulch leaves. Mulching leaves puts funguses like tar spot into the soil, where it lives throughout the winter. Come spring, it is ready to infect trees again.

"Our municipal forests are always under some sort of stress," Wendt said. "There's a number of factors at work this year, but none of them is as bad as Port's major problem — the emerald ash borer."

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Image Information: HOLDING LEAVES he picked off the grass, Port Washington Arborist Jon Crain stood next to a dying Norway maple on East Whitefish Road Tuesday. The tree, which Crain said could be 50 years old, is suffering the effects of drought, funguses and girdling roots like other maples in the city. Photo by Bill Schanen IV



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Home » Man on an ash tree mission

## Man on an ash tree mission

May 15, 2013

<http://www.ozaukeeexpress.com/images/051613/ashSM.png>

### Port arborist begins task of treating 500 trees in city's battle against deadly emerald borer

Port Washington city arborist Jon Crain is on a mission — treating an estimated 600 city-owned ash trees for the emerald ash borer.

He began that task this week in the Spinnaker West subdivision on the city's west side and doesn't expect to finish it until July.

Crain selected 500 of the estimated 1,100 ash trees that line the city streets for treatment, as well as 100 in city parks, basing that decision on their size, species and overall condition.

The soil around smaller trees — less than 10 inches in diameter — will be injected annually with imidicloprid, while larger trees will receive trunk injections of emamectin benzoate every other year, Crain said.

The roughly 250 soil treatments will take about a week to complete, he estimated, while the 240 or so trunk injections will take longer. He compared the trunk injections with intravenous treatments for humans, where the medication is slowly administered as the body absorbs it.

The treatments don't pose any risk to the public, he stressed.

The city budgeted about \$20,000 to treat its ash trees against the borer this year, with about half that amount being paid through a Department of Natural Resources grant, Public Works Director Rob Vanden Noven said.

The city's action to treat its ash trees comes a year after the emerald ash borer — an invasive green beetle that has killed tens of millions of trees from the East Coast to the Midwest since 2002 — was first detected in Port Washington.

The borer was found in a dead ash tree on a wooded hillside in the 400 block of North Powers Street, and officials said several other dead trees in the area were likely killed by the insect.

The beetle infests all types of Fraxinus ash trees, including green, white and black ash, burrowing into the bark and laying eggs. The larvae hatch, then chew through the fluid-conducting

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vessels under the bark, cutting off the flow of water and nutrients to the tree and eventually killing it.

Crain said he believes the insect has been in the city for five to six years, a judgment he bases on research he's done, discussions he's had with the Department of Natural Resources, die back he's seen in trees and the amount of woodpecker activity he's seen.

"That (woodpecker activity) isn't a tell-tale sign, but it's a pretty good indication the borer is in a tree," he said.

"A lot of trees, when they start showing signs, it's too late."

Mortality in trees generally spikes after the borer has been in a community for seven to eight years, so Crain said he expects the city will lose many ash trees in the next several years.

"I hope that's not the case, but I'm seeing it more in our ravines and around the city," he said.

Crain would not estimate how many ash trees in the city might be infested.

"I'll know more and have a better assessment this summer," he said, after the leaves have opened and the damage is more visible. "It's really hard to say this early in spring."

The city has taken down more than 30 trees infested with the borer, Crain said.

"I'm seeing a lot more that look suspicious," he said.

The signs of the borer include dead branches near the top of a tree or wild, leafy shoots growing out of the lower trunk, D-shaped exit holes and bark splits that expose S-shaped tunnels and serious woodpecker damage as the birds eat the borer larvae in the trees.

Trees suspected of being infested with the borer can be found throughout the city, Crain said, as far north as Whitefish Road near Elephant Park and as far west as Melin Street.

Crain said he will be meeting with DNR officials in the coming weeks to discuss the situation, and they may help him get a better handle on it.

Image Information: PORT WASHINGTON city arborist Jon Crain injected a treatment against the emerald ash borer into the soil around a small ash tree on the city's west side this week. Crain will spend the next month or so injecting treatments into the soil and trunks of about 600 city-owned ash trees to protect them from the borer, which was discovered in Port a year ago.

Photo by Sam Arendt

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[Feature](#)

Written by KRISTYN HALBIG ZIEHM

Wednesday, 20 November 2013 19:34

## City hires lumber firm to remove 100 trees from Upper Lake Park as battle with borer continues

A crew from Algoma Lumber Co. will head to Port Washington this winter to remove about 100 ash trees from Upper Lake Park.

The company is paying \$1,000 for the trees, which it will mill into boards and sell.

The ash trees, which are marked by pink ribbons and paint, are being felled because they likely have been infested by the emerald ash borer, even if they aren't showing signs of infestation, said Jon Crain, the city's forester.



“I’m assuming everything up there is infested,” Crain said, noting he’s consulted with the Department of Natural Resources on the trees in the park.

The borer was first detected in the ravine just west of the park in June 2012, and at that time, state officials estimated the beetle had been in the area for three to five years — more than enough time for the insect to make its way to nearby Upper Lake Park.

The trees being removed by Algoma are just the beginning. City crews are expected to take down about 125 more ash trees in the park because of the borer, Crain said.

Those trees have no value for their lumber, he said, primarily because they aren’t straight or have too many knots.

Last year, the city removed 198 ash trees it owns from parks and along city streets — up substantially from the previous two years, when fewer than 40 were felled.

Ash trees are the predominant species in Upper Lake Park, Crain said, adding he has treated about 39 of the park trees to protect them from the borer.

“I tried to create pockets where we have a nice tree so we don’t have completely bare areas,” he said. “A lot of them are around structures, where we’re trying to save them so we have shade.”

Crain acknowledged some people will take issue with the city taking down trees that are still living, but said there is little choice.

“There’s going to be a lot of public scrutiny of us taking down these living trees,” he said. “Given the magnitude of the infestation and where we’re at, I’m confident this is the right move. If we don’t do this, the bug’s going to do it.”

The borer kills trees by destroying the water and nutrient conducting tissues under the bark. It damages the outer layer of the tree, but the inner wood can still be used.

“It starts rotting pretty quick, so you can’t let it go too long,” Crain said, adding he’s been looking for a way to make use of the wood in the infested trees, hoping to make the best of a bad situation.

It’s not cost effective to hire a lumber company to take the wood from city trees planted along the streets, Crain said, noting they are spread throughout the community and often require crews to work around such things as power lines.

While these trees may not be ideal for logging companies to fell, Crain said he’s continuing to look for ways to make use of the wood.

If the city were to remove the trees that Algoma is paying to take, the cost would be significant, Crain said.

“It isn’t a lot of money, but it’s going to save us a lot in terms of labor,” he said.

The money will go into the city’s tree replacement fund to pay for new trees in the park, Crain said.

“We’re going to try and diversify the species as much as possible,” he said.

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Home » A gift of kindness for Port, birds

## A gift of kindness for Port, birds

May 05, 2021

Group of young adults who face challenges spread a little joy by decorating, donating birdhouses that have not gone unnoticed in city parks



COLORFUL BIRDHOUSES IN several Port Washington parks, including Rotary Park, were created as a community service project by members of a social and life skills group offered by Harrington Development Services of Grafton, including (from left) Jen Wilke, who helped steady Sol Weingrod, Sarah Gosse and Erica Geurts. The group donated the houses to the Port Parks and Recreation Department. Photos by Sam Arendt

By **KRISTYN HALBIG ZIEHM**  
Ozaukee Press staff

A flock of brightly decorated birdhouses are providing shelter for feathered friends in several Port Washington parks.

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The colorful birdhouses have caught the eyes of people wandering through the parks, Jon Crain, the city forester, said.

"We have received many compliments from residents inquiring about them," Crain said. "They bring color and each have their own unique design."

The birdhouses also "really help tie our pollinator gardens together," he added.

The birdhouses were donated to the city by a group of young adults who are members of a social and life skills group that meets through Harrigan Development Services in Grafton.

The group, which is comprised of young people who range in age from the mid to late 20s, have challenges with communication and social skills and live throughout southeastern Wisconsin, does a community service project for each 10 to 12-week session.

The project helps the participants develop decision making, problem solving and communication skills, Susie Heitman, an occupational therapist who works with the group, said.

"This year, their primary focus was on kindness, finding ways they could bring kindness to the community," she said, noting the pandemic really illustrated the need for kindness for the group this year. "It was really precious."

The group debated whether to make birdhouses or painted rocks and ultimately decided to do both, Heitman said.

"There's a lot of creativity in the group," she said. "They're all bright and have many, many gifts."

Their past projects have been equally creative, Heitman said, noting a couple years ago they made placemats for a homeless meals program.

"They did a magnificent job," she said. "They wrote an affirmation on each one."

And they were told that many of those dining at the meal program chose not to use them as placemats but instead took them to wherever they were staying at the moment to use as artwork, Heitman said.

This year, because of the pandemic, the group met online, but that didn't stop the participants from crafting their project together, she said.

Heitman dropped off the materials at members' homes and they painted the houses and rocks during their online sessions each Monday night.

The group, she noted, recently began meeting in person again.

"Zoom was good, but there's nothing like us being together," Heitman said.

The pine birdhouses were made by Derek Geurts, whose daughter Erica is part of the group. "I've been working from home since last February, and I was going a little stir crazy," he said. "Erica's group is always looking for projects, and it was kind of fun to do this."



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# AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Susan Westerbeke, City Clerk

DATE: March 5, 2024

SUBJECT: Appointment of Election Inspectors for 2024-2025 Term

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The following individuals are requesting appointment as unaffiliated Election Inspectors.

## AMENDED LIST

1. Monica Rowley
2. Barbara Steinmetz
3. Morgan Chesak
4. Patricia Ruethling
5. Taylor Snider
6. Mark Boccio



The group, he said, has "really helped her come out of her shell."

"These young adults needed some extra help socializing. Watching them grow from young adults who didn't want to talk to seeing them present their own materials and ideas has been fantastic. You can just see the self-esteem in them." The group members donated the seven birdhouses they made to the City of Port Washington because one of the staff members working with them knew Crain, Heitman said.

The group members, she added, are thrilled that they provided a home for the birds and a way to enhance the parks.

"They're charming," Heitman said. "The birdhouses are what you see, but what is behind them is something you can hardly put into words—they gave of their time and energy."

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## Aldermanic Recommendation

I have worked with Jon Crain on multiple occasions over the years. As a homeowner, I worked with him to replace a wind damaged tree in front of my home. As the director of our community garden, I relied on him to clear away trees around the garden area that had fallen, or were ready to fall on the fence line around the garden area. As a member of the current Common Council, I partner with him to satisfy constituents' concerns over trees that are dying, trees that may fall, or trees that need trimming. With each occasion, Jon is attentive, caring, and skilled in his trade. When I hear "Head Forester," I think of someone who simply knows about and cares for trees. When I hear "Jon Crain, Head Forester," however, my thoughts are vastly and vividly beyond simple. He does so much more. His urban forestry projects, and his vision for our beautiful city of Port Washington have completely elevated my definition of that profession.

A few examples of who Jon is and what he offers come immediately to mind. With Jon's guidance and vision, city crews are transforming Birchwood Hills Nature Preserve by removing invasive species, incorporating native plants, and adding walkways so that everyone can enjoy the beauty of the preserve. His plans for our Upper Lake Park's future are similar, restoring prairie type areas to locations where there is little foot traffic. Adding walkways to these prairie areas in Upper Lake Park is another opportunity to expand what nature has to offer, bringing people and nature together without harm to the environment.

He has designed and built dirt bike paths that are intermingled within wooded areas along the Ozaukee Interurban Trail. This is an educational opportunity to expose younger park goers to nature, without them even realizing it! While not at work, Jon demonstrates the level of his passion and dedication by participating in fund raising events, such as Tour des Trees. This event raises money for tree research and an education endowment fund to support and sustain urban forestry, despite climate change. This fund-raising tour requires bicycling, cross-country, for hundreds of miles - an event that Jon has done 3 times so far! This is a true testament to who he is.

Jon Crain is a consistent force in ensuring that our city's urban nature remains healthy for all to enjoy. Port Washington's ecological story is most completely and accurately described by saying "Jon Crain, Head Forester."

Deborah Postl  
Alderwoman, Ward 1  
City of Port Washington

# AGENDA ITEM MEMORANDUM

## City of Port Washington

**TO: Common Council**

**FROM: Rob Vanden Noven, Director of Public Works**

**DATE:** March 5, 2024

**SUBJECT:** Consideration and Possible Action on a National Fish and Wildlife Foundation Grant Agreement for Creating a Resilient and Sustainable Valley Creek Corridor

---

**ISSUE:** Should the City accept a \$915,000 grant from the National Fish and Wildlife Foundation (NFWF) for the purposes of Creating a Resilient and Sustainable Valley Creek Corridor?

**STAFF RECOMMENDATION:** Staff Recommends accepting a \$915,000 grant from the National Fish and Wildlife Foundation for Creating a Resilient and Sustainable Valley Creek Corridor.

**RECOMMENDED MOTION:** I move to approve the staff recommendation.

**BACKGROUND/DISCUSSION:** In response to recent flooding, streambank erosion and stream downcutting threatening existing sewer and water utilities that run alongside or underneath Valley Creek, combined with significant vegetation loss caused by invasives and erosion, the City has responded by researching solutions to these problems as well as the funding sources to pay for them. In 2023, with the assistance of the Lakeshore Natural Resources Partnership and Stantec, the City applied for a grant to provide 60% engineering plans from NFWF to create a resilient and sustainable Valley Creek. In January 2024, it was announced that the City of Port Washington would be the recipient of a grant for \$915,000. The grant will also fund engineered solutions for flooding, human access, conservation, and protection of the bike trail and various street crossings. At the Common Council meeting, Melissa Curran, Environmental Scientist/Botanist for Stantec, will provide a presentation on the grant and its objectives.

**STRATEGIC PLAN:**

1. **Strategic Direction:** Ranking Priorities to Identify Funding Sources.
2. **Impact on Strategic Direction:** This grant will position the City to address ongoing concerns in the Valley Creek Corridor.

**LEGAL:**

1. **City Attorney Review:** Yes
2. **Legal Comments & Conclusions:**
3. **Statutory References:**

**FISCAL IMPACT:**

1. **Amount of Recommendation/Cost of Project:**  
Initial Project Cost Estimate: 1,735,000  
Approved Budget Project Cost: 1,735,000

Prior Year Expenditures: \$0

Total Project Costs to Date: \$0

**2. Source of Funding:** \$915,000 grant + \$365,000 match = \$1,280,000

**3. Operating and Maintenance Cost:** N/A

Local match will be provided by \$100,000 from the Capital Fund, \$100,000 from a NOAA grant for Guenther Pond 60% engineering plans, \$135,000 from the US Fish and Wildlife Service grant supporting restoration at Birchwood Hills and \$30,000 in ongoing operational expenses associated with maintenance within the watershed over the next two years. Other 2024 local investment in Valley Creek includes a portion of the \$109,000 budgeted for Stantec's City-wide stormwater planning efforts (\$48,000 DNR non-point pollution planning grant), a NFWF/SOGL (Sustain Our Great Lakes) grant from the American Bird Conservancy for \$40,000 invested in Birchwood Hills and Upper Lake Park invasive removal and native species planting, a portion of the \$150,000 grant from the Fund for Lake Michigan (approx. \$40,000) for Valley Creek, and a pending Bipartisan Infrastructure Law (BIL)/Wisconsin Coastal Management Grant Program (WCMP) grant for \$500,000. Additionally, the City's 2024 street improvement project is located within the watershed, making the catch basin construction component eligible to be used as local match.

**BOARD/COMMITTEE/COMMISSION RECOMMENDATION:** N/A

**PUBLIC OUTREACH:** In addition to the City's partnerships with LNRP and the Ozaukee County Stormwater Coalition, the American Bird Conservancy, and Glacierland, the NFWF grant includes \$52,000 to be spent on Public Outreach.

**IF APPROVED, NEXT STEPS:**

Bring task order for consultant services to the Board of Public Works at the April meeting.  
Continue seeking grants for ongoing design and construction costs.

**ATTACHMENTS:**

Project Descriptions from Capital Budget  
NFWF Grant Agreement

## 2024 Capital Budget

### Capital Purchase Supporting Document

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Project Name: Valley Creek Design  
Project Manager: Roger Strohm  
Estimated Cost: \$1,500,000  
Account Number: 42-42-58500-303  
Funding Source: Grants

#### **Detailed description and justification for purchase:**

This project is being developed to reduce the bank erosion occurring along Valley Creek, protect sanitary sewers crossing and running alongside the creek, protect existing watermain from being undermined, protect the bike path from failure, reduce the potential for flooding of E. Norport Drive, Hales Trail, and N. Lake Street, and remove invasive species growing along the corridor. This project also has the potential to better connect the stream corridor to Upper Lake Park.

Reconstruction of E. Norport Drive and improvements at Birchwood Hills Nature Preserve are also part of this project. This is a complicated project requiring interdisciplinary design.



## 2024 Capital Budget

### Capital Purchase Supporting Document

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Project Name: Valley Creek Improvements  
Project Manager: Roger Strohm  
Estimated Cost: \$100,000  
Account Number: 42-42-58500-304  
Funding Source: Reserves / Sewer

#### **Detailed description and justification for purchase:**

This project is being developed to reduce the bank erosion occurring along Valley Creek, protect sanitary sewers crossing and running alongside the creek, protect existing watermain from being undermined.

A budgeted amount for local share helps considerably with obtaining grants. Having money budgeted will also provide for emergency repairs that could be required by future intense storm events.



## 2024 Capital Budget

### Capital Purchase Supporting Document


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Project Name: Valley Creek Habitat Restoration  
Project Manager: Roger Strohm  
Estimated Cost: \$135,000  
Account Number: 42-42-58500-305  
Funding Source: Grant

#### Detailed description and justification for purchase:

This \$135,000 grant from the US Fish and Wildlife Service (an agency under the US Dept of the Interior) requires no local contribution and is for enhancing the adaptability of habitats in the Valley Creek watershed to sustain migratory birds, bats, and pollinators. This work will focus on Birchwood Hills to remove invasives and plant native trees, and increase the diversity of the open meadow habitat, to provide nectar sources, nesting, and over-wintering habitat for a variety of native pollinators, grassland birds, and wildlife. Additionally, in the NW corner of Upper Lake Park, deep rooted vegetation will replace turf grass to improve pollinator habitat, decrease stormwater runoff and reduce bank erosion. This project fulfills one of the goals listed in the Comprehensive Outdoor Recreation Plan for Upper Lake Park at no cost to residents.



	<b>NATIONAL FISH AND WILDLIFE FOUNDATION GRANT AGREEMENT</b>	<b>1. NFWF PROPOSAL ID:</b> 80456	<b>2. NFWF GRANT ID:</b> 0318.24.080456	
		<b>3. UNIQUE ENTITY IDENTIFIER (UEI)</b> HMBEJA9Y3K65	<b>4. INDIRECT COST RATE (REFERENCE LINE 17 for RATE TERMS)</b> N/A	
<b>5. SUBRECIPIENT TYPE</b> State or Local Government		<b>6. NFWF SUBRECIPIENT</b> City of Port Washington		
<b>7. NFWF SUBRECIPIENT CONTACT</b> Robert Vanden Noven 100 W. Grand Avenue P.O. Box 307 Port Washington, WI, 53074 rvandenoven@cpwwi.org		<b>8. NFWF GRANTS ADMINISTRATOR/NFWF CONTACT INFORMATION</b> Caleb Hall-Arnett National Fish and Wildlife Foundation 1133 15 <sup>th</sup> Street, N.W. Suite 1000 Washington, D.C. 20005 Tel:202-857-0166 Fax: 202-857-0162 caleb.hall-arnett@nfwf.org		
<b>9. PROJECT TITLE</b> Creating a Resilient and Sustainable Valley Creek Corridor (WI)				
<b>10. PROJECT DESCRIPTION</b> Identify nature-based solutions to mitigate Valley Creek’s unstable condition, while building ecosystem and community resiliency within an important Lake Michigan coastal tributary. Project will develop 60% designs for 1.8 miles of urban stream restoration, two culvert upgrades, daylighting of the 550 foot box culvert, and restoration of the estuary and floodplain wetland.				
<b>11. PERIOD OF PERFORMANCE</b> January 1 <sup>st</sup> , 2024 to December 31 <sup>st</sup> , 2025		<b>12. TOTAL AWARD TO SUBRECIPIENT</b> \$915,000	<b>13. TOTAL FED. FUNDS</b> \$915,000	<b>14. TOTAL NON-FED. FUNDS</b> N/A
<b>15. FEDERAL MATCH REQUIREMENT</b> \$235,000		<b>16. NON-FEDERAL MATCH REQUIREMENT</b> \$130,000		
<b>17. SUBRECIPIENT INDIRECT COST RATE TERMS</b>				
The rate specified in Line 4 reflects that the Subrecipient has elected not to claim an indirect cost rate and that this election shall apply throughout the project’s period of performance.				
<b>18. TABLE OF CONTENTS</b>				
<b>SEC.</b>	<b>DESCRIPTION</b>			
1	NFWF Agreement Administration			
2	NFWF Agreement Clauses			
3	Representations, Certifications, Obligations, and Other Statements – General			
4	Representations, Certifications, and Other Statements Relating to Federal Funds- General			
5	Representations, Certifications, and Other Statements Relating to Federal Funds – Funding Source Specific			
6	Other Representations, Certifications, Statements and Clauses			



**19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL**

A. FUNDING SOURCE (FS)	B. NFWF FS ID	C. FS AWARD DATE TO NFWF	D. FAIN	E. TOT FED. AWARD TO NFWF	F. TOT OBLG. TO SUBRECIPIENT	G. FS END DATE	H. CFDA
National Oceanic And Atmospheric Administration	FC.R561	09/15/2023	NA23NOS4730220	\$32,160,000	\$598,717.64	05/30/2028	11.473
National Oceanic And Atmospheric Administration	FC.R520	05/03/2022	NA22NOS4730114	\$32,939,000	\$316,282.36	05/31/2027	11.473

**20. NOTICE OF AWARD**

The National Fish and Wildlife Foundation (NFWF) agrees to provide the NFWF Award to the NFWF Subrecipient for the purpose of satisfactorily performing the Project described in a full proposal as identified on line 1 and incorporated into this Agreement by reference. The NFWF Award is provided on the condition that the NFWF Subrecipient agrees that it will raise and spend at least the amount listed on lines 15 and 16 in matching contributions on the Project, as applicable. The Project must be completed, with all NFWF funds and matching contributions spent, during the Period of Performance as set forth above. All items designated on the Cover Page and the Table of Contents are incorporated into this Agreement by reference herein. NFWF Subrecipient agrees to abide by all statutory or regulatory requirements, or obligations otherwise required by law. Subrecipient is obligated to notify NFWF if any of the information on the Cover Page changes in any way, whether material or immaterial.

<b>A. NAME AND TITLE OF AUTHORIZED SUBRECIPIENT SIGNER (Type or Print)</b>		<b>D. NAME AND TITLE OF NFWF AWARDOFFICIAL</b> Holly A. Bamford, PhD, Chief Conservation Officer	
<b>B. SUBRECIPIENT BY</b>	<b>C. DATE</b>	<b>E. NATIONAL FISH AND WILDLIFE FOUNDATION BY</b>	<b>F. DATE</b>

*NFWF prohibits discrimination in all its programs and activities on the basis of race, color, religion, age, sex, national origin, ancestry, marital status, personal appearance, citizen status, disability, sexual orientation, gender identity or expression, pregnancy, child birth or related medical conditions, family responsibilities, matriculation, genetic information, political or union affiliation, veteran status or any other status protected by applicable law ("Protected Categories"). In addition, NFWF prohibits retaliation against an individual who opposes an unlawful educational practice or policy or files a charge, testifies or participates in any complaint under Title VI. NFWF complies with all applicable federal, state and local laws in its commitment to being an equal opportunity provider and employer; accordingly, it is NFWF's policy to administer all employment actions, including but not limited to, recruiting, hiring, training, promoting, and payment of wages, without regard to any Protected Category(ies).*

See Reporting Schedule on the following page.

**21. REPORTING DUE DATES/SUBRECIPIENT REPORTING SCHEDULE**

Reporting Task	Task Due Date
Submit Annual Financial Report	January 1 <sup>st</sup> , 2025
Submit Interim Programmatic Report	January 1 <sup>st</sup> , 2025
Submit Interim Financial Report	April 1 <sup>st</sup> , 2024
Submit Interim Financial Report	July 1 <sup>st</sup> , 2024
Submit Interim Financial Report	October 1 <sup>st</sup> , 2024
Submit Interim Financial Report	January 1 <sup>st</sup> , 2025
Submit Interim Financial Report	April 1 <sup>st</sup> , 2025
Submit Interim Financial Report	July 1 <sup>st</sup> , 2025
Submit Interim Financial Report	October 1 <sup>st</sup> , 2025
Submit Final Financial Report	March 31 <sup>st</sup> , 2026
Submit Final Programmatic Report	March 31 <sup>st</sup> , 2026



## **SECTION 1 NFWF AGREEMENT ADMINISTRATION**

### **1.1. Amendments.**

During the life of the Project, the NFWF Subrecipient is required to immediately inform in writing the NFWF Grants Administrator of any changes in contact information, Key Personnel, scope of work, indirect cost rate, as well as any difficulties in completing the performance goals articulated in the Project description. NFWF Subrecipients must request an amendment from NFWF upon determination of a deviation from the original Grant Agreement as soon as such deviation is detected. NFWF reserves the right to approve, deny and/or negotiate any such request. Alternatively, NFWF may initiate an amendment if NFWF determines an amendment is necessary at any time. Amendment requests are to be submitted via NFWF's grants management system.

#### **1.1.1. Budget Amendment Request.**

If the NFWF Subrecipient determines that: 1) the amount of the budget is going to change in any one direct cost category by an amount that exceeds 10% of the Award, or 2) there is a need to increase indirect costs, the NFWF Subrecipient must seek prior written approval via an amendment request in NFWF's grants management system.

#### **1.1.2. Extension of Performance Period.**

If additional time is needed to complete the approved Project, the NFWF Subrecipient should contact the NFWF Grants Administrator at least 45 calendar days prior to the project period expiration date to initiate the no-cost extension request process in NFWF's grants management system. In addition, if there are overdue reports required, the NFWF Subrecipient must ensure that they are submitted along with or prior to submitting the no-cost extension request.

### **1.2. Matching Contributions.**

Matching Contributions consist of cash, contributed goods and services, volunteer hours, and/or property raised and spent for the Project. Matching Contributions for the purposes of this Project must meet the following criteria: (1) Are verifiable from the NFWF Subrecipient's records; (2) Are not included as contributions for any other federal award; (3) Are necessary and reasonable for the accomplishment of project or program objectives; (4) Are allowable under OMB Cost Principles; (5) Are not paid by the U.S. Government under another federal award except where the federal statute authorizing a program specifically provides that federal funds made available for such program can be applied to matching or cost sharing requirements of other federal programs when authorized by federal statute; (6) Are provided for in the approved budget when required by the federal awarding agency; (7) Are committed directly to the project and must be used within the period of performance as identified in this Agreement; (8) Otherwise conform to the law; and, (9) Are in compliance with the requirements of Section 3.3 of this Agreement concerning Compliance with Laws.

### **1.2.1. Documentation and Reporting of Matching Contributions.**

The NFWF Subrecipient must retain supporting documentation, including detailed time records for contributed services, original receipts, appraisals of real property, and comparable rentals for other contributed property, at its place of business in the event of an audit of the NFWF Subrecipient as required by applicable federal regulations. The NFWF Subrecipient must report match progress in Payment Requests and Financial Reports.

### **1.2.2. Assessing Fair Market Value.**

Fair market value of donated goods, services and property, including volunteer hours, shall be computed as outlined in §200.306 of 2 CFR Subtitle A, Chapter II, Part 200, Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards, (hereinafter “OMB Uniform Guidance”), regardless of whether this Agreement is federally funded.

## **1.3. Payment of Funds.**

To be eligible to receive funds, NFWF Subrecipient must submit to NFWF (1) an original executed copy of this Agreement for the Project; (2) any due financial and programmatic reports; and (3) a complete and accurate Payment Request via NFWF’s grants management system. At any time, NFWF reserves the right to require submission of source documentation, including but not limited to timesheets, cash receipts, contracts or subaward agreements, for any costs where the NFWF Subrecipient is seeking reimbursement by NFWF. NFWF reserves the right to retain up to ten percent (10%) of funds until submission and acceptance of final reports.

### **1.3.1. Reimbursements.**

NFWF Subrecipient may request funds on a reimbursable basis. Reimbursement requests must include expenditures to date and an explanation of any variance from the approved budget.

### **1.3.2. Advances.**

NFWF Subrecipient may request advance payment of funds prior to expenditure provided that the NFWF Subrecipient: (1) demonstrates an immediate need for advance payment; (2) documents expenditure of advanced funds; 3) maintains written procedures that minimize the time elapsing between the transfer of funds and disbursement; and (4) has established appropriate financial management systems that meet the needs and standards for fund control and accountability. Approval of any advance payment of funds is made at the sole discretion of NFWF, based on an assessment of the NFWF Subrecipient’s needs.

### **1.3.3. Interest.**

Any interest earned in any one year on funds advanced to the NFWF Subrecipient that exceeds \$500 must be reported to NFWF, and the disposition of those funds negotiated with NFWF. Interest amounts up to \$500 per year may be retained by the NFWF Subrecipient for administrative expense.

## **1.4. Reports.**

### **1.4.1. Interim Programmatic Reports.**

The NFWF Subrecipient will submit interim programmatic reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim programmatic report shall consist of written statements of Project accomplishments and updated metric values since Project initiation, or since the last reporting period, and shall be submitted via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.2. Interim Financial Reports.**

The NFWF Subrecipient will submit interim financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The interim financial report shall consist of financial information detailing cumulative expenditures made under this Project since Project initiation and shall be uploaded via NFWF's grants management system. NFWF may require specific formatting and/or additional information as appropriate.

### **1.4.3. Annual Financial Report.**

The NFWF Subrecipient will submit annual financial reports to NFWF based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, as may be amended at NFWF's sole discretion. The NFWF Subrecipient must enter a justification when there is a difference between the amount disbursed by NFWF and the amount expended by the grantee. Failure to submit an annual financial report in a timely manner will delay payment of submitted payment requests.

### **1.4.4. Final Reports.**

Based on the reporting schedule in Line 21 of the Cover Sheet to this Agreement, the NFWF Subrecipient will submit (1) a Final Financial Report accounting for all Project funds received, Project expenditures, and budget variances (if any) compared to the approved budget; (2) a Final Programmatic Report summarizing and documenting the accomplishments and metric values achieved during the Period of Performance; (3) copies of any publications, press releases and other appropriate products resulting from the Project; and (4) photographs as described in Section 1.4.3.1 below. The final reports and digital photo files should be uploaded via NFWF's grants management system. Any requests for extensions of final report submission dates must be made in writing to the NFWF Grants Administrator and approved by NFWF in advance. NFWF may require specific formatting and/or additional information as appropriate.

#### **1.4.4.1. Photographs.**

NFWF requests, as appropriate for the Project, a representative number of high-resolution (minimum 300 dpi) photographs depicting the Project (before-and-after images, images of species impacted, and/or images of staff/volunteers working on the Project). Photographs should be uploaded with the Final Programmatic Report via NFWF's grants management system as individual .jpg files. The Final Programmatic Report narrative should list each photograph, the date the photograph was taken, the location of the photographed image, caption, photo

credit, and any other pertinent information (e.g., species, activity conducted) describing what the photograph is depicting. By uploading photographs to NFWF's grants management system the NFWF Subrecipient certifies that the photographs are unencumbered and that NFWF and Project Funders have a fully paid up non-exclusive, royalty-free, irrevocable, perpetual, worldwide license for posting of Final Reports and for any other purposes that NFWF or the Project Funder determines appropriate.

#### **1.4.5. Significant Developments.**

The NFWF Subrecipient shall report on events that may occur between the scheduled performance reporting dates that have a significant impact on the Project. Such reporting shall be made as soon as the following conditions become known:

**1.4.5.1.** Problems, delays, or adverse conditions which will materially impair the ability to meet the Project objective, including but not limited to the objective itself, its schedule and/or the budget. This disclosure must include a statement of the action taken, or contemplated, and any assistance needed to resolve the matter; and/or,

**1.4.5.2.** Favorable developments which enable meeting time schedules and objectives sooner or at less cost than anticipated or produce more or different beneficial results than originally planned.

#### **1.5. Reports and Payment Requests.**

All reports, financial, programmatic, or otherwise, or payment requests under a federal award must be submitted by a representative of the NFWF Subrecipient who has the NFWF Subrecipient's full authority to render such reports and requests for payment and to provide required certifications as set forth in 2 CFR 200.415, as applicable.

#### **1.6. Record Retention and Access.**

##### **1.6.1. Retention Requirements for Records.**

NFWF Subrecipient shall maintain all records connected with this Agreement for a period of at least three (3) years following the latest end date of the funding source(s) referenced above in line 19. FUNDING SOURCE INFORMATION/FEDERAL AND NON-FEDERAL or the close-out of all pending matters or audits related to this Agreement, whichever is later. As funding source end dates may be extended over time, the NFWF Subrecipient will be notified of the most up-to-date record retention requirements upon closure of this Award. If any litigation, claim, or audit is started (irrespective of the NFWF Subrecipient's involvement in such matter) before the expiration of the 3-year period, the records shall be retained until all litigation, claims or audit findings or pending matters involving the records have been resolved and final action taken. NFWF shall notify NFWF Subrecipient if any such litigation, claim or audit takes place or if funding source end date(s) is extended so as to extend the retention period. Records for real property and equipment acquired with federal funds must be retained for at least three (3) years following disposition of such real property. For awards solely funded with funding sources with "N/A" listed as the end date, NFWF Subrecipient shall maintain all records connected with this Agreement

for a period of at least three (3) years following the date of final payment or the Period of Performance end date, whichever is later.

**1.6.2. Access to Records.**

NFWF or any of its authorized representatives shall have access to such records and financial statements upon request, as shall Inspectors General, the Comptroller General of the United States or any of their authorized representatives if the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds. The rights of access in this section are not limited to the required retention period but last as long as the records are retained.

## **SECTION 2 NFWF AGREEMENT CLAUSES**

### **2.1. Restrictions on Use of Funds.**

The NFWF Subrecipient agrees that any funds provided by NFWF and all Matching Contributions will be expended only for the purposes and programs described in this Agreement. No funds provided by NFWF pursuant to this Agreement or Matching Contributions may be used to support litigation expenses, lobbying activities, or any other activities not authorized under this Agreement or otherwise unallowable under the Federal Cost Principles set forth in the OMB Uniform Guidance.

### **2.2. Assignment.**

The NFWF Subrecipient may not assign this Agreement, in whole or in part, to any other individual or other legal entity without the prior written approval of NFWF.

### **2.3. Subawards and Contracts.**

When making subawards or contracting, NFWF Subrecipient shall:(1) abide by all applicable granting and contracting procedures, including but not limited to those requirements of the OMB Uniform Guidance (2 C.F.R. Part 200); (2) ensure that all applicable federal, state and local requirements are properly flowed down to the subawardee or contractor, including but not limited to the applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200); and (3) ensure that such subaward or contracting complies with the requirements in Section 3.3 of this Agreement concerning Compliance with Laws. NFWF Subrecipient shall also include in any subaward or contract a similar provision to this, requiring the use of proper grant and contracting procedures and subsequent flow down of federal, state, and local requirements to lower-tiered subawardees and contractors.

### **2.4. Unexpended Funds.**

Any funds provided by NFWF and held by the NFWF Subrecipient and not expended at the end of the Period of Performance will be returned to NFWF within ninety (90) days after the end of the Period of Performance.

### **2.5. Publicity, Acknowledgment of Support, and Disclaimers.**

#### **2.5.1. Publicity.**

The NFWF Subrecipient gives NFWF the right and authority to publicize NFWF's financial support for this Agreement and the Project in press releases, publications, and other public communications.

#### **2.5.2. Acknowledgment of Support.**

The NFWF Subrecipient agrees to: (1) give appropriate credit to NFWF and any Funding Sources identified in this Agreement for their financial support in any and all press releases, publications, annual reports, signage, video credits, dedications, and other public communications regarding this Agreement or any of the project deliverables associated with this Agreement, subject to any terms and conditions as may be stated in Section 5 and Section 6 of this Agreement; and (2) include the disclaimer provided at Section 2.5.4.



### **2.5.3. Logo Use.**

The NFWF Subrecipient must obtain prior NFWF approval for the use relating to this Award of the NFWF logo or the logo or marks of any Funding Source.

### **2.5.4. Disclaimers.**

Payments made to the NFWF Subrecipient under this Agreement do not by direct reference or by implication convey NFWF's endorsement nor the endorsement by any other entity that provides funds to the NFWF Subrecipient through this Agreement, including the U.S. Government, as applicable, for the Project. All information submitted for publication or other public releases of information regarding this Agreement shall carry the following disclaimer, which NFWF may revise at any time at its sole discretion:

**For Projects funded in whole or part with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions or policies of the U.S. Government or the National Fish and Wildlife Foundation and its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the U.S. Government, or the National Fish and Wildlife Foundation or its funding sources."

**For Projects not funded with federal funds:** "The views and conclusions contained in this document are those of the authors and should not be interpreted as representing the opinions of the National Fish and Wildlife Foundation or its funding sources. Mention of trade names or commercial products does not constitute their endorsement by the National Fish and Wildlife Foundation or its funding sources."

## **2.6. Posting of Final Reports.**

The NFWF Subrecipient hereby acknowledges and consents for NFWF and any Funding Source identified in this Agreement to post its final programmatic reports and deliverables on their respective websites. In the event that the NFWF Subrecipient intends to claim that its final report contains material that does not have to be posted on such websites because it is protected from disclosure by statutory or regulatory provisions, the NFWF Subrecipient shall so notify NFWF and any Funding Source identified in this Agreement and clearly mark all such potentially protected materials as "PROTECTED," providing an accurate and complete citation to the statutory or regulatory source for such protection.

## **2.7. Website Links.**

The NFWF Subrecipient agrees to permit NFWF to post a link on any or all NFWF websites to any websites created by the NFWF Subrecipient in connection with the Project.

## **2.8. Evaluation.**

Throughout a program or business plan, NFWF engages in monitoring and evaluation to assess progress toward conservation goals and inform future decision-making. These efforts use both data collected by grantees as part of their NFWF grant as well as post-award project data collected by third-party entities commissioned to conduct a program evaluation. The NFWF Subrecipient agrees to cooperate with NFWF by providing timely responses to all reasonable requests for information

to assist in evaluating the accomplishments of the Project period of five (5) years after the project end date.

## **2.9. Intellectual Property.**

Reports, materials, books, databases, monitoring data, maps and spatial data, audio/video, and other forms of intellectual property created using this grant may be copyrighted or otherwise legally protected by the NFWF Subrecipient or by the author. The NFWF Subrecipient agrees to provide to NFWF and any Funding Source identified in this Agreement a non-exclusive, royalty-free, irrevocable, perpetual, worldwide license to use, publish, copy and alter the NFWF Subrecipient's intellectual property created using this award for non-commercial purposes in any media – whether now known or later devised – including posting such intellectual property on NFWF's or Funding Source websites and featuring in publications. NFWF retains the right to use project metrics and spatial data submitted by the NFWF Subrecipient to estimate societal benefits that result and to report these results to funding partners on a case-by-case basis as determined by NFWF. These may include but are not limited to: habitat and species response, species connectivity, water quality, water quantity, risk of detrimental events (e.g., wildfire, floods), carbon accounting (e.g., sequestration, avoided emissions), environmental justice, and diversity, equity, and inclusion.

## **2.10. System for Award Management (SAM) Registration.**

The NFWF Subrecipient must maintain an active SAM registration at [www.SAM.gov](http://www.SAM.gov) until the final financial report is submitted or final payment is received, whichever is later. If the NFWF Subrecipient's SAM registration expires during the required period, NFWF will suspend payment to the NFWF Subrecipient until the SAM registration is updated.

## **2.11. Arbitration.**

All claims, disputes, and other matters in question arising out of, or relating to this Agreement, its interpretation or breach, shall be decided through arbitration by a person or persons mutually acceptable to both NFWF and the NFWF Subrecipient. Notice of the demand for arbitration shall be made within a reasonable time, not to exceed three years, after the claim, dispute, or other matter in question has arisen. The award rendered by the arbitrator or arbitrators shall be final. The terms of this provision will survive termination of this Agreement.

## **2.12. Indemnity.**

The NFWF Subrecipient shall indemnify and hold harmless NFWF, any Funding Source identified in this Grant Agreement, their respective officers, directors, agents, and employees in respect of any and all claims, injuries, losses, diminution in value, damages, liabilities, whether or not currently due, and expenses including without limitation, settlement costs and any legal or other expenses for investigating or defending any actions or threatened actions or liabilities arising from or in connection with the Project. The terms of this provision will survive termination of this Agreement.

## **2.13. Insurance.**

The NFWF Subrecipient agrees to obtain and maintain all appropriate and/or required insurance coverages against liability for injury to persons or property from any and all activities undertaken by the NFWF Subrecipient and associated with this Agreement in any way. NFWF reserves the right to require additional insurance limits and policies based on specific activities under this Agreement, that NFWF be named insured on all applicable insurance policies, and that the NFWF Subrecipient

provide a certificate of insurance and/or copies of applicable insurance policies as requested by NFWF. The terms of this provision will survive termination of this Agreement.

#### **2.14. Choice of Law/Jurisdiction.**

This Agreement shall be subject to and interpreted by the laws of the District of Columbia, without regard to choice of law principles. By entering into this Agreement, the NFWF Subrecipient agrees to submit to the exclusive jurisdiction of the courts of the District of Columbia. The terms of this provision will survive termination of this Agreement.

#### **2.15. Stop Work.**

NFWF may, at any time, by written order to the NFWF Subrecipient, require the NFWF Subrecipient to stop all, or any part, of the work called for by this Agreement for a period of 90 days after the order is delivered to the NFWF Subrecipient. The order shall be specifically identified as a stop-work order issued under this section. Upon receipt of the order, the NFWF Subrecipient shall immediately comply with its terms and take all reasonable steps to minimize the incurrence of costs allocable to this Agreement covered by the order during the period of work stoppage. Within a period of 90 calendar days after a stop-work order is delivered to the NFWF Subrecipient, or within any extension of that period to which the parties shall have agreed, NFWF shall either cancel the stop-work order or terminate the Agreement under section 2.16.

#### **2.16. Termination.**

**2.16.1.** Upon the occurrence of any of the following enumerated circumstances, NFWF may terminate this Agreement, or any portion thereunder, upon receipt by the NFWF Subrecipient of NFWF's written notice of termination, or as otherwise specified in the notice of termination:

**2.16.1.1.** the NFWF Subrecipient is adjudged or becomes bankrupt or insolvent, is unable to pay its debts as they become due, or makes an assignment for the benefit of its creditors; or,

**2.16.1.2.** the NFWF Subrecipient voluntarily or involuntarily undertakes to dissolve or wind up its affairs; or,

**2.16.1.3.** suspension or debarment by the Government of the NFWF Subrecipient; or,

**2.16.1.4.** any breach of the requirements set forth in Section 3.3 of this Agreement concerning Compliance with Laws; or,

**2.16.1.5.** NFWF learns that NFWF Subrecipient has an organizational conflict of interest, or any other conflict of interest, as determined in the sole discretion of NFWF, that NFWF believes, in its sole discretion, cannot be mitigated; or,

**2.16.1.6.** after written notice and a reasonable opportunity, the NFWF Subrecipient is unable to cure a perceived non-compliance with any material term (other than those enumerated at 2.16.1.1 – 2.16.1.5) of this Agreement. The cure period shall be considered the timeframe specified by the Funding Source(s), if

any, minus one (1) to five (5) days or as agreed upon by the Parties in writing, or if no time is specified by the Funding Source(s), ten (10) days or as otherwise agreed upon by the Parties. Within this time period the NFWF Subrecipient shall, as determined by NFWF, (a) satisfactorily demonstrate its compliance with the term(s) originally believed to be in non-compliance; or (b) NFWF, at its sole discretion, may determine that NFWF Subrecipient has satisfactorily demonstrated that reasonable progress has been made so as not to endanger performance under this Agreement; or,

**2.16.1.7.** if the Funding Source issues an early termination under the funding agreement(s) covering all or part of the Project at issue hereunder.

**2.16.2.** Either Party may terminate this Agreement by written notice to the other Party for any reason by providing thirty (30) days' prior written notice to the other Party.

**2.16.3.** In the event of termination of this Agreement prior to Project completion, the NFWF Subrecipient shall immediately (unless otherwise directed by NFWF in its notice if NFWF initiated the termination) undertake all reasonable steps to wind down the Project cooperatively with NFWF, including but not limited to the following:

**2.16.3.1.** Stop any portion of the Project's work that is incomplete (unless work to be completed and a different date for termination of work are specified in NFWF's notice).

**2.16.3.2.** Place no further work orders or enter into any further subawards or contracts for materials, services, or facilities, except as necessary to complete work as specified in NFWF's notice.

**2.16.3.3.** Terminate all pending Project work orders, subawards, and contracts for work that has not yet commenced.

**2.16.3.4.** With the prior written consent of NFWF, promptly take all other reasonable and feasible steps to minimize and/or mitigate any damages that may be caused by the failure to complete the Project, including but not limited to reasonable settlements of any outstanding claims arising out of termination of Project work orders, subawards, and contracts. NFWF will reimburse the NFWF Subrecipient for non-cancelable allowable costs incurred by the NFWF Subrecipient prior to termination that cannot be mitigated. However, the foregoing is subject to the complete reimbursement of such costs by the Funding Source; accordingly, any amounts ultimately not paid, or which are recouped by the Funding Source, are subject to recoupment by NFWF.

**2.16.3.5.** Deliver or make available to NFWF all data, drawings, specifications, reports, estimates, summaries, and such other information and material as may have been accumulated by the NFWF Subrecipient under this Agreement, whether completed or in progress.

**2.16.3.6.** Return to NFWF any unobligated portion of the Award.

## **2.17. Entire Agreement.**

These terms and conditions, including the Attachments hereto, constitute the entire agreement between the Parties relating to the Project described herein and supersede all previous communications, representations, or agreements, either oral or written, with respect to the subject matter hereof. No representations or statements of any kind made by any representative of a Party, which are not stated herein, shall be binding on said Party.

## **2.18. Severability.**

Each provision of this Agreement is distinct and severable from the others. If one or more provisions is or becomes invalid, unlawful, or unenforceable in whole or in part, the validity, lawfulness and enforceability of the remaining provisions (and of the same provision to the extent enforceable) will not be impaired, and the Parties agree to substitute a provision as similar to the offending provision as possible without its being invalid, unlawful or unenforceable.

## **2.19. Interpretation and Construction.**

**2.19.1.** This Agreement shall be interpreted as a unified contractual document with the Sections and the Attachments having equal effect, except in the event of any inconsistency between them. In the event of a conflict between any portion of this Agreement and another portion of this Grant Agreement, first the Sections will apply in the following order of precedence: 5, 4, 3, 1, 2 and 6, and then any supplemental attachments.

**2.19.2.** The title designations of the provisions to this Agreement are for convenience only and shall not affect the interpretation or construction of this Agreement.

**2.19.3.** Every right or remedy conferred by this Agreement upon or reserved to the Parties shall be cumulative and shall be in addition to every right or remedy now or hereafter existing at law or in equity, and the pursuit of any right or remedy shall not be construed a selection.

**2.19.4.** The failure of NFWF to exercise any right or privilege granted hereunder or to insist upon the performance and/or compliance of any provision of this Agreement, a referenced contractual, statutory or regulatory term, or an Attachment hereto, shall not be construed as waiving any such right, privilege, or performance/compliance issue, and the same shall continue in full force and effect.

**2.19.5.** Notwithstanding any express statements regarding the continuation of an obligation beyond the expiration or termination of this Agreement, the rights and obligations of this Agreement, which by their nature extend beyond its expiration or termination, shall remain in full force and effect and shall bind the Parties and their legal representatives, successors, heirs, and assigns.

## **SECTION 3 REPRESENTATIONS, CERTIFICATIONS, OBLIGATIONS AND OTHER STATEMENTS – GENERAL**

### **3.1. Binding Obligation.**

By execution of this Agreement, NFWF Subrecipient represents and certifies that this Agreement has been duly executed by a representative of the NFWF Subrecipient with full authority to execute this Agreement and binds the NFWF Subrecipient to the terms hereof. After execution by the representative of the NFWF Subrecipient named on the signature page hereto, this Agreement represents the legal, valid, and binding obligation of the NFWF Subrecipient, enforceable against the NFWF Subrecipient in accordance with its terms.

### **3.2. Additional Support.**

In making this Award, NFWF assumes no obligation to provide further funding or support to the NFWF Subrecipient beyond the terms stated in this Agreement.

### **3.3. Compliance with Laws.**

#### **3.3.1. In General.**

By execution of this Agreement and through its continued performance hereunder, the NFWF Subrecipient represents, certifies and agrees that it is and shall continue to conduct all such activities in compliance with all applicable federal, state, and local laws, regulations, and ordinances and to secure all appropriate necessary public or private permits and consents. The terms of this provision will survive termination of this Agreement and must be flowed down to any and all contractors, subcontractors or subrecipients entered into by NFWF Subrecipient in the performance of this Agreement.

#### **3.3.2. Compliance with Anti-Corruption Laws.**

The NFWF Subrecipient represents, certifies and agrees to ensure that no payments have been or will be made or received by the NFWF Subrecipient in connection with this Agreement in violation of the U.S. Foreign Corrupt Practices Act of 1977, as amended (15 U.S.C. §dd-1 *et seq.*), or any other applicable anti-corruption laws or regulations (e.g., UK Bribery Act 2010) in the countries in which the NFWF Subrecipient performs under this Agreement.

#### **3.3.3. Compliance with Anti-Terrorism Laws.**

The NFWF Subrecipient represents, certifies and agrees not to provide material support or resources directly or indirectly to, or knowingly permit any funds provided by NFWF pursuant to this Agreement or Matching Contributions to be transferred to, any individual, corporation or other entity that the NFWF Subrecipient knows, or has reason to know, commits, attempts to commit, advocates, facilitates, or participates in any terrorist activity, or has committed, attempted to commit, advocated, facilitated or participated in any terrorist activity, including, but not limited to, the individuals and entities (1) on the master list of Specially Designated Nationals and Blocked Persons maintained by the U.S. Department of Treasury's Office of Foreign Assets Control, which list is available at [www.treas.gov/offices/enforcement/ofac](http://www.treas.gov/offices/enforcement/ofac); (2) on the consolidated list of individuals and entities maintained by the "1267 Committee" of the United Nations Security Council at [http://www.un.org/sc/committees/1267/aq\\_sanctions\\_list.shtml](http://www.un.org/sc/committees/1267/aq_sanctions_list.shtml); (3) on the consolidated

list maintained by the U.S. Department of Commerce at [http://export.gov/ecr/eg\\_main\\_023148.asp](http://export.gov/ecr/eg_main_023148.asp), or (4) on such other list as NFWF may identify from time to time.

#### **3.3.4. Compliance with Additional Laws and Restrictions.**

The NFWF Subrecipient represents, certifies and agrees to ensure that its activities under this Agreement comply with all applicable U.S. laws, regulations and executive orders regarding money laundering, terrorist financing, U.S. sanctions laws, U.S. export controls, restrictive trade practices, boycotts, and all other economic sanctions or trade restrictions promulgated from time to time by means of statute, executive order, regulation or as administered by the U.S. Department of State, the Office of Foreign Assets Control, U.S. Department of the Treasury, or the Bureau of Industry and Security, U.S. Department of Commerce.

#### **3.4. Subrecipient Debarment and Suspensions.**

By and through NFWF Subrecipient's execution of this Agreement, NFWF Subrecipient warrants and represents its initial and continued compliance that it is not listed on the General Services Administration's, government-wide System for Award Management Exclusions (SAM Exclusions), in accordance with the OMB guidelines at 2 C.F.R Part 180 that implement E.O.s 12549 (3 C.F.R., 1986 Comp., p. 189) and 12689 (3 C.F.R., 1989 Comp., p. 235), "Debarment and Suspension." The NFWF Subrecipient further provides that it shall not enter into any subaward, contract or other agreement using funds provided by NFWF with any party listed on the SAM Exclusions in accordance with Executive Orders 12549 and 12689. The SAM Exclusions can be found at <https://www.sam.gov/portal/public/SAM/>.

#### **3.5. Conflicts of Interest.**

By execution of this Agreement, NFWF Subrecipient acknowledges that it is prohibited from using any Project funds received under this Agreement in a manner which may give rise to an apparent or actual conflict of interest, including organizational conflicts of interest, on the part of the NFWF Subrecipient. Such a conflict of interest would arise when the employee, officer, or agent, any member of his or her immediate family, his or her partner, or an organization which employs or is about to employ any of the parties indicated herein, has a financial or other interest in or a tangible personal benefit from a firm considered for a contract. The officers, employees, and agents of NFWF Subrecipient may neither solicit nor accept gratuities, favors, or anything of monetary value from contractors or parties to subcontracts. An organizational conflict of interest is defined as a relationship that because of relationships with a parent company, affiliate, or subsidiary organization, the non-federal entity is unable or appears to be unable to be impartial in conducting a procurement action involving a related organization. The NFWF Subrecipient represents and certifies that it has adopted a conflict of interest policy that, at a minimum, complies with the requirements of the OMB Uniform Guidance, and will comply with such policy in the use of any Project funds received under this Agreement. NFWF Subrecipient may set standards for situations in which the financial interest is not substantial or the gift is an unsolicited item of nominal value. The standards of conduct must provide for disciplinary actions to be applied for violations of such standards by officers, employees, or agents of NFWF Subrecipient. If NFWF Subrecipient becomes aware of any actual or potential conflict of interest or organizational conflict of interest, during the course of performance of this Agreement, NFWF Subrecipient will immediately notify NFWF in writing of such actual or potential conflict of interest, whether organizational or otherwise.

## **SECTION 4 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – GENERAL**

**4.1.** If the Funding Source or any funding entity (*i.e.*, a secondary funding source) is a federal agency and/or any portion of the Project provided herein is paid with federal funds, the NFWF Subrecipient must read and understand certain applicable federal regulations, including but not limited to, the following in Sections 4 and 5 of this Agreement as set forth herein.

The NFWF Subrecipient will need to understand and comply with the OMB Uniform Guidance (including related Supplements as may be applicable to a specific federal funding source(s), and Appendices as may be applicable), in addition to other applicable federal regulations. This includes, but is not limited to, the provisions of the Federal Funding Accountability and Transparency Act (FFATA), which includes requirements on executive compensation, and also requirements implementing the Act for the non-federal entity at 2 CFR part 25 Financial Assistance Use of Universal Identifier and System for Award Management and 2 CFR part 170 Reporting Subaward and Executive Compensation Information. The most recent version of the Electronic Code of Federal Regulations can be found at <https://www.ecfr.gov/>.

### **4.2. 2 CFR § 200 Subpart F Audits.**

It is the responsibility of the NFWF Subrecipient to arrange for audits as required by 2 CFR Part 200, Subpart F – Audit Requirements. The NFWF Subrecipient shall notify NFWF in writing about 2 CFR Subpart F audit findings related to projects funded by NFWF pass-through funds. The NFWF Subrecipient understands that NFWF may require the NFWF Subrecipient to take corrective action measures in response to a deficiency identified during an audit.

### **4.3. Real and Personal Property.**

In accordance with 2 C.F.R. § 200.316 (Property trust relationship), real property, equipment, and intangible property acquired or improved with federal funds must be held in trust by the NFWF Subrecipient as trustee for the beneficiaries of the project or program under which the property was acquired or improved. This trust relationship exists throughout the duration of the property's estimated useful life during which time the Federal Government retains an undivided, equitable reversionary interest in the property (Federal Interest). During the duration of the Federal Interest, the NFWF Subrecipient must comply with all use, reporting, and disposition requirements and restrictions as set forth in 2 C.F.R. §§ 200.310 (Insurance coverage) through 200.316 (Property trust relationship) and 200.329 (Reporting on real property), as applicable.

### **4.4. Mandatory Disclosure.**

NFWF Subrecipient must disclose, in a timely manner, in writing to NFWF all violations of federal criminal law involving fraud, bribery, or gratuity violations potentially affecting the federal award. Failure to make required disclosures can result in any of the remedies described in this Agreement, including termination, and any remedies provided under law, including suspension or debarment by cognizant federal authorities.

### **4.5. Trafficking in Persons.**

Pursuant to section 106(a) of the Trafficking Victims Protection Act of 2000, as amended (22 U.S.C. 7104(g)) (codified at 2 C.F.R. Part 175), NFWF Subrecipient shall comply with the below provisions. Further, NFWF Subrecipient shall flow down these provisions in all subawards and contracts, including a requirement that Subrecipients similarly flow down these provisions in all lower-tiered subawards and subcontracts. The provision is cited herein:



- I. Trafficking in persons.
  - a. *Provisions applicable to a recipient that is a private entity.*
    1. You as the recipient, your employees, subrecipients under this award, and subrecipients' employees may not—
      - i. Engage in severe forms of trafficking in persons during the period of time that the award is in effect;
      - ii. Procure a commercial sex act during the period of time that the award is in effect; or
      - iii. Use forced labor in the performance of the award or subawards under the award.
    2. We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if you or a subrecipient that is a private entity —
      - i. Is determined to have violated a prohibition in paragraph a.1 of this award term; or
      - ii. Has an employee who is determined by the agency official authorized to terminate the award to have violated a prohibition in paragraph a.1 of this award term through conduct that is either—
        - A. Associated with performance under this award; or
        - B. Imputed to you or the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - b. *Provision applicable to a recipient other than a private entity.* We as the federal awarding agency's pass-through entity may unilaterally terminate this award, without penalty, if a subrecipient that is a private entity-
    1. Is determined to have violated an applicable prohibition in paragraph a.1 of this award term; or
    2. Has an employee who is determined by the agency official authorized to terminate the award to have violated an applicable prohibition in paragraph a.1 of this award term through conduct that is either—
      - i. Associated with performance under this award; or
      - ii. Imputed to the subrecipient using the standards and due process for imputing the conduct of an individual to an organization that are provided in 2 CFR part 180, "OMB Guidelines to Agencies on Government-wide Debarment and Suspension (Nonprocurement),".
  - c. *Provisions applicable to any recipient.*
    1. You must inform us immediately of any information you receive from any source alleging a violation of a prohibition in paragraph a.1 of this award term.
    2. Our right to terminate unilaterally that is described in paragraph a.2 or b of this section:
      - i. Implements section 106(g) of the Trafficking Victims Protection Act of 2000 (TVPA), as amended (22 U.S.C. 7104(g)), and
      - ii. Is in addition to all other remedies for noncompliance that are available to us under this award.

3. You must include the requirements of paragraph a.1 of this award term in any subaward you make to a private entity.
- d. *Definitions.* For purposes of this award term:
  1. "Employee" means either:
    - i. An individual employed by you or a subrecipient who is engaged in the performance of the project or program under this award; or
    - ii. Another person engaged in the performance of the project or program under this award and not compensated by you including, but not limited to, a volunteer or individual whose services are contributed by a third party as an in-kind contribution toward cost sharing or matching requirements.
  2. "Forced labor" means labor obtained by any of the following methods: the recruitment, harboring, transportation, provision, or obtaining of a person for labor or services, through the use of force, fraud, or coercion for the purpose of subjection to involuntary servitude, peonage, debt bondage, or slavery.
  3. "Private entity":
    - i. Means any entity other than a State, local government, Indian tribe, or foreign public entity, as those terms are defined in 2 CFR 175.25.
    - ii. Includes:
      - A. A nonprofit organization, including any nonprofit institution of higher education, hospital, or tribal organization other than one included in the definition of Indian tribe at 2 CFR 175.25(b).
      - B. A for-profit organization.
  4. "Severe forms of trafficking in persons," "commercial sex act," and "coercion" have the meanings given at section 103 of the TVPA, as amended (22 U.S.C. 7102).

#### **4.6. 41 United States Code (U.S.C.) 4712, Enhancement of Recipient and Subrecipient Employee Whistleblower Protection:**

(a) This award, related subawards, and related contracts over the simplified acquisition threshold and all employees working on this award, related subawards, and related contracts over the simplified acquisition threshold are subject to the whistleblower rights and remedies established at 41 U.S.C. 4712.

(b) Recipients, their subrecipients, and their contractors awarded contracts over the simplified acquisition threshold related to this award, shall inform their employees in writing, in the predominant language of the workforce, of the employee whistleblower rights and protections under 41 U.S.C. 4712.

(c) The recipient shall insert this clause, including this paragraph (c), in all subawards and contracts over the simplified acquisition threshold related to this award.

#### **4.7. 41 USC §6306, Prohibition on Members of Congress Making Contracts with Federal Government.**

No member of or delegate to Congress or Resident Commissioner shall be admitted to any share or part of this award, or to any benefit that may arise therefrom; this provision shall not be construed to extend to an award made to a corporation for the public's general benefit. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.8. Executive Order 13513, Federal Leadership on Reducing Text Messaging while Driving.**

(Sub)Recipients are encouraged to adopt and enforce policies that ban text messaging while driving, including conducting initiatives of the type described in section 3(a) of the order. NFWF Subrecipient shall flow down this provision in all subawards and contracts, including a requirement that subrecipients similarly flow down this provision in all lower-tiered subawards and subcontracts.

#### **4.9. 43 CFR §18 New Restrictions on Lobbying.**

By execution of this Agreement, the NFWF Subrecipient agrees to comply with 43 CFR 18, New Restrictions on Lobbying, and certifies to the following statements:

(a) No federal appropriated funds have been paid or will be paid, by or on behalf of the NFWF Subrecipient, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, and officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any federal contract, the making of any federal grant, the making of any federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any federal contract, grant, loan, or cooperative agreement.

(b) If any funds other than federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying" in accordance with its instructions.

(c) The NFWF Subrecipient shall require that the language of this certification be included in the award documents for all subawards at all tiers (including subcontracts, subgrants, and contracts under grants, loans, and cooperative agreements) and that all Subrecipients shall certify accordingly. This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification, as represented by execution of this Agreement, is a prerequisite for making or entering into this transaction imposed by Section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure. All liability arising from an erroneous representation shall be borne solely by the entity filing that representation and shall not be shared by any entity to which the erroneous representation is forwarded. Submitting an erroneous certification or disclosure constitutes a failure to file the required certification or disclosure, respectively. If a person fails to file a required certification or disclosure, the United States may pursue all available remedies, including those authorized by section 1352, title 31 of the U.S. Code.

#### **4.10. Prohibition on Issuing Financial Assistance Awards to Entities that Require Certain Internal Confidentiality Agreements.**

The NFWF Subrecipient must not require their employees, subrecipients, or contractors seeking to report fraud, waste, or abuse to sign internal confidentiality agreements or statements prohibiting or otherwise restricting such employees, subrecipients, or contractors from lawfully reporting such

waste, fraud, or abuse to a designated investigative or law enforcement representative of a federal department or agency authorized to receive such information. The NFWF Subrecipient must notify their employees, subrecipients, or contractors that existing internal confidentiality agreements covered by this condition are no longer in effect.

#### **4.11. Drug-Free Workplace.**

The NFWF Subrecipient must make an ongoing, good faith effort to maintain a drug-free workplace pursuant to the specific requirements set forth in 41 USC Chapter 81 Drug-Free Workplace.

#### **4.12. Prohibition on Certain Telecommunications and Video Surveillance Services or Equipment. (Effective 8/13/2020)**

As required by 2 CFR 200.216, the NFWF Subrecipient is prohibited from obligating or expending funds awarded under this Agreement to procure or obtain; extend or renew a contract to procure or obtain; or enter into a contract (or extend or renew a contract) to procure or obtain equipment, services, or systems that use covered telecommunications equipment or services from Huawei Technologies Company, ZTE Corporation, Hytera Communications Corporation, Hangzhou Hikvision Digital Technology Company, and Dahua Technology Company, or any other company, including affiliates and subsidiaries, owned or controlled by the People's Republic of China, which are a substantial or essential component of any system, or as critical technology as part of any system. By and through the NFWF Subrecipient's execution of this Agreement, the NFWF Subrecipient warrants and represents that the NFWF Subrecipient will not obligate or expend funds awarded under this Agreement for "covered telecommunications equipment or services" (as this term is defined and this restriction is imposed under 2 CFR 200.216).

#### **4.13. Domestic Preference for Procurements.**

- a) Under this Agreement and in accordance with 2 C.F.R. § 200.322, the NFWF Subrecipient shall to the greatest extent practicable, provide a preference for the purchase, acquisition, or use of goods, products or materials produced in the United States (including but not limited to iron, aluminum, steel, cement, and other manufactured products).
- b) For purposes of this agreement, the following definitions apply:
  - i. "Produced in the United States" means, for iron and steel products, that all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; and
  - ii. "Manufactured products" means items and construction materials composed in whole or in part of non-ferrous metals such as aluminum; plastics and polymer-based products such as polyvinyl chloride pipe; aggregates such as concrete; glass, including optical fiber; and lumber.

## **SECTION 5 REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS RELATING TO FEDERAL FUNDS – FUNDING SOURCE SPECIFIC**

NFWF Subrecipient acknowledges that when all or part of this Agreement is funded by a federal award that certain representations, certifications, and other statements relating to the use of such funds or performance of the Project may be necessary. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

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#### **Department of Commerce (DOC) Compliance Requirements.**

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at [http://www.osec.doc.gov/oam/grants\\_management/policy/](http://www.osec.doc.gov/oam/grants_management/policy/). See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

#### **Field Work.**

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

#### **Required Use of American Iron, Steel, Manufactured Products, and Construction Materials.**

If applicable, and pursuant to the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, recipients of an award of Federal financial assistance from the Department of Commerce (DOC) are hereby notified that none of the funds provided under this award may be used for a project for infrastructure unless: (1) all iron and steel used in the project are produced in the United States—this means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States; (2) all manufactured products used in the project are produced in the United States—this means the manufactured product was

manufactured in the United States; and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

Waivers: When necessary, recipients may apply for, and DOC may grant, a waiver from these requirements. DOC will notify the recipient for information on the process for requesting a waiver from these requirements. When DOC has made a determination that one of the following exceptions applies, the awarding official may waive the application of the domestic content procurement preference in any case in which DOC determines that: a. applying the domestic content procurement preference would be inconsistent with the public interest; b. the types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or c. the inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent. A request to waive the application of the domestic content procurement preference must be in writing. DOC will provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at [whitehouse.gov/omb/management/made-in-america](https://www.whitehouse.gov/omb/management/made-in-america).

Definitions: “Construction materials” includes an article, material, or supply—other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. “Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States. “Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy. “Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States. --  
1 Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IJIA, § 70917(c)(1).

## Implementation of Domestic Sourcing Requirements

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

### Data Sharing Directive.

The Data and Publication Sharing Directive for NOAA Grants, Cooperative Agreements, and Contracts ensures that environmental data funded extramurally by NOAA are made publicly accessible in a timely fashion (typically within two years of collection), and that final manuscripts of peer-reviewed research papers are deposited with the NOAA Central Library (upon acceptance by the journal, or no later than at time of publication). Therefore, non-Federal entities, or recipients, must make data produced under financial assistance publicly accessible in accordance with the Data Management Plan included with the Proposal, unless the grant program grants a modification or an exemption. The text of the Directive is available at <https://nosc.noaa.gov/EDMC/PD.DSP.php>.

- a. Data Sharing: Environmental data collected or created under this Grant, Cooperative Agreement, or Contract must be made publicly visible and accessible in a timely manner, free of charge or at minimal cost that is no more than the cost of distribution to the user, except where limited by law, regulation, policy, or national security requirements. Data are to be made available in a form that would permit further analysis or reuse: data must be encoded in a machine-readable format, preferably using existing open format standards; data must be sufficiently documented, preferably using open metadata standards, to enable users to independently read and understand the data. The location (internet address) of the data should be included in the final report. Pursuant to NOAA Information Quality Guidelines, data should undergo quality control (QC) and a description of the QC process and results should be referenced in the metadata. Failure to perform quality control does not constitute an excuse not to share data. Data without QC are considered "experimental products" and their dissemination must be accompanied by explicit limitations on their quality or by an indicated degree of uncertainty.
- b. Timeliness: Data accessibility must occur no later than publication of a peer-reviewed article based on the data, or two years after the data are collected and verified, or two years after the original end date of the grant (not including any extensions or follow-on funding), whichever is soonest, unless a delay has been authorized by the NOAA funding program.
- c. Disclaimer: Data produced under this award and made available to the public must be accompanied by the following statement: "These data and related items of information have not been formally disseminated by NOAA, and do not represent any agency determination, view, or policy."
- d. Failure to Share Data: Failing or delaying to make environmental data accessible in accordance with the submitted Data Management Plan, unless authorized by the NOAA Program, may lead to enforcement actions, and will be considered by NOAA when making

future award decisions. Funding recipients are responsible for ensuring these conditions are also met by sub-recipients and subcontractors.

- e. Funding acknowledgement: Federal funding sources shall be identified in all scholarly publications. An Acknowledgements section shall be included in the body of the publication stating the relevant Grant Programs and Award Numbers. In addition, funding sources shall be reported during the publication submission process using the FundRef mechanism (<http://www.crossref.org/fundref/>) if supported by the Publisher.
- f. Manuscript submission: The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <http://library.noaa.gov/repository> after acceptance, and no later than upon publication, of the paper by a journal. NOAA will produce a publicly-visible catalog entry directing users to the published version of the article. After an embargo period of one year after publication, NOAA shall make the manuscript itself publicly visible, free of charge, while continuing to direct users to the published version of record.
- g. Data Citation: Publications based on data, and new products derived from source data, must cite the data used according to the conventions of the Publisher, using unambiguous labels such as Digital Object Identifiers (DOIs). All data and derived products that are used to support the conclusions of a peer-reviewed publication must be made available in a form that permits verification and reproducibility of the results.

### **Scientific Integrity.**

- a. *Maintaining Integrity.* The NFWF Subrecipient shall maintain the scientific integrity of research performed pursuant to this grant or financial assistance award including the prevention, detection, and remediation of any allegations regarding the violation of scientific integrity or scientific and research misconduct, and the conduct of inquiries, investigations, and adjudications of allegations of violations of scientific integrity or scientific and research misconduct. All the requirements of this provision flow down to subrecipients.
- b. *Peer Review.* The peer review of the results of scientific activities under a NOAA grant, financial assistance award, or cooperative agreement shall be accomplished to ensure consistency with NOAA standards on quality, relevance, scientific integrity, reproducibility, transparency, and performance. NOAA will ensure that peer review of "influential scientific information" or "highly influential scientific assessments" is conducted in accordance with the Office of Management and Budget (OMB) Final Information Quality Bulletin for Peer Review and NOAA policies on peer review, such as the Information Quality Guidelines.
- c. In performing or presenting the results of scientific activities under the NOAA grant, financial assistance award, or cooperative agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the NFWF Subrecipient and all subrecipients shall comply with the provisions herein and NOAA Administrative Order (NAO) 202-735D, Scientific Integrity, and its Procedural Handbook, including any amendments thereto. That Order can be found at <https://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.



- d. *Primary Responsibility.* The NFWF Subrecipient shall have the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. Unless otherwise instructed by the grants officer, the recipient shall promptly conduct an initial inquiry into any allegation of such misconduct and may rely on its internal policies and procedures, as appropriate, to do so.
- e. By executing this grant, financial assistance award, or cooperative agreement the NFWF Subrecipient provides its assurance that it has established an administrative process for performing an inquiry, investigating, and reporting allegations of a violation of scientific integrity or scientific and research misconduct; and that it will comply with its own administrative process for performing an inquiry, investigation, and reporting of such misconduct.
- f. The NFWF Subrecipient shall insert this provision in all subawards at all tiers under this grant, financial assistance award, or cooperative agreement.

## **FC.R561**

### **Department of Commerce (DOC) Compliance Requirements.**

The NFWF Subrecipient must comply with the terms and conditions of a DOC financial assistance award, including applicable provisions of the OMB Uniform Guidance (2 C.F.R. Part 200), and all associated Terms and Conditions set forth in the Department of Commerce Financial Assistance Standard Terms and Conditions Dated November 12, 2020, available at [https://www.commerce.gov/sites/default/files/2020-11/DOC%20Standard%20Terms%20and%20Conditions%20-%2012%20November%202020%20PDF\\_0.pdf](https://www.commerce.gov/sites/default/files/2020-11/DOC%20Standard%20Terms%20and%20Conditions%20-%2012%20November%202020%20PDF_0.pdf). See 2 C.F.R. § 200.101(b)(1) (Applicability), which describes the applicability of 2 C.F.R. Part 200 to various types of Federal awards and §§200.331-333 (Subrecipient monitoring and management). Additionally, the NFWF Subrecipient must flow these requirements down to all subrecipients and contractors, including lower tier subrecipients.

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the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and (3) all construction materials are manufactured in the United States—this means that all manufacturing processes for the construction material occurred in the United States. The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project. This requirement also applies to subrecipients.

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### **Implementation of Domestic Sourcing Requirements**

Prior to initiation of any construction that may arise in this award, the NFWF Subrecipient is required to inform NFWF whether it is using iron, steel, manufactured products, or construction materials as described in "Required Use of American Iron, Steel, Manufactured Products, and Construction Materials" above. In addition, the NFWF Subrecipient is required to inform the NFWF whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described in the award condition.

### **Field Work.**

The NFWF Subrecipient is required to follow recognized best practices for minimizing impacts to the human and natural environment when applicable and will provide for safety in their projects as needed, including addressing the safety of personnel, associates, visitors, and volunteers in their projects. In addition, any use of unoccupied aircraft systems in projects under this award must be in compliance with all applicable Federal Aviation Administration regulations, and any other applicable federal, state, or local regulations.

### **Invasive Species Control.**

Pursuant to Executive Order # 13112, recipients of NOAA funding cannot implement any actions that are likely to cause or promote the introduction or spread of invasive species, and should provide for restoration of native species and habitat conditions in ecosystems that have been invaded. The NFWF Subrecipient is expected to take positive steps to prevent the introduction of invasive species, provide for control of invasive species, and minimize the economic, ecological, and human health impacts that invasive species cause. Where possible and/or practicable, the NFWF Subrecipient should also respond rapidly to and control populations of invasive species in an environmentally sound manner, promote public education on invasive species, and conduct post-construction monitoring to ensure that impacts on native species did not occur (as applicable). NOAA can provide additional guidance on the detection, control and prevention of invasive species impacts upon request.

### **Equipment Reporting.**

Equipment or supplies (aggregate supplies, not per unit) at a cost of \$5,000 or greater per unit value, including its fair market value, must be inventoried at least once every two years and at award closeout (2 CFR 200.313). NFWF Subrecipients may use the outdated SF-428 form series to report on tangible property or submit their own customized report including a description of federally owned equipment, identification information, acquisition cost, and acquisition date. More guidance on property definitions and forms is posted online at [coast.noaa.gov/funding/forms.html](https://coast.noaa.gov/funding/forms.html).

## **SECTION 6 OTHER REPRESENTATIONS, CERTIFICATIONS, STATEMENTS AND CLAUSES**

NFWF Subrecipient acknowledges that all or part of this Agreement may be funded by a non-federal source that requires certain representations, certifications, and other statements relating to the use of such funds or performance of the Project. These representations, certifications and other statements are set forth below. Unless otherwise stated in this Agreement, the execution and submission of this Agreement serves as affirmative acknowledgement of an agreement with the below representations, certifications, and other statements. Further, should circumstances of the NFWF Subrecipient change during the performance of this Agreement that would render one of these representations, certifications and/or other statements inaccurate, invalid or incorrect, the NFWF Subrecipient shall promptly notify NFWF of such change in circumstance. Finally, NFWF reserves the right to update and require subsequent acknowledgement of an agreement with new or revised representations, certifications, and other statements at no additional cost under this Agreement.

None.

# AGENDA ITEM MEMORANDUM

## City of Port Washington

**TO:** Common Council

**FROM:** Bob Harris, Director of Planning & Development

**DATE:** March 5, 2024

**SUBJECT:** ORDINANCE 2024-2: Amending and/or Creating Zoning Ordinances to Allow and Regulate Recording Studios as a Conditional Use in the I-1 Existing Industrial District (Proposed Text Amendment to Zoning Code Section 485-170; TCG Holdings 116 LLC, Applicant) – 1<sup>st</sup> Reading

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**ISSUE:** The Common Council is being asked to approve a petition from the applicant to amend the City of Port Washington Zoning Code to add “Recording Studios” as a conditional use in the I-1 industrial district.

**STAFF RECOMMENDATION:** No recommendation – this item is a 1<sup>st</sup> Reading with no action.

**RECOMMENDED MOTION:** N/A

**BACKGROUND/DISCUSSION:**

- The applicant is the owner of a .5-acre vacant parcel located on the east side of S. Park Street directly facing the Park Street Business Barn Condominiums.
- In 2023, the applicant was approved to construct a 6,225 square foot office and warehouse building for the applicants’ previous business of furnishing and servicing adult care homes.
- The applicant has since sold the business and the new owners are not interested in using the proposed building.
- The applicant continues to own the S. Park Street land and desires to construct a similar building to the one that was previously approved, but for space as a recording studio and associated activities.

**ISSUES:**

Zoning:

- The proposed use would be classified as Conditional under I-1 Industrial.
- The use is not intended for the I-2 Industrial Park district.
- The suggested minimum off-street parking requirement is 3 spaces for every 1,000 gross leasable floor space. (GLA does not include utility space, hallways or other accessory spaces in the parking calculations).
- Specific activities covered under the Recording Studio use would include performance and audio and visual engineering studio space, staging and rehearsal space, live performance space for filming, and related band equipment storage space.
- Existing uses in I-1 did not meet the use intent to classify recording studios under any of the existing industrial uses listed, specifically Indoor Recreation.

- Adding the use as detailed would, in turn, affect Sections 485-94 (parking space requirements) and 485-171 (uses allowed in the I-2 Industrial Park district)

**STRATEGIC PLAN:**

1. **Strategic Direction:** SD 4: Catalyzing Development to Generate Revenue
2. **Impact on Strategic Direction:** An approved rezoning will potentially allow for increased development and redevelopment of vacant or underutilized industrial spaces in older industrial areas of the city that go beyond storage or warehousing.

**LEGAL:**

1. **City Attorney Review:** Yes

**FISCAL IMPACT:** N/A

**PLAN COMMISSION RECOMMENDATION:** At its February 15, 2023 meeting, the Plan Commission unanimously recommended the Common Council approve the zoning text amendment request.

**PUBLIC OUTREACH:** This matter was first heard before a regular public meeting of the Plan Commission on February 15, 2024 and following publication of a Class II notice a public hearing on this matter is scheduled for March 19, 2024.

**IF APPROVED, NEXT STEPS:** N/A

**ATTACHMENTS:**

- 1) Proposed Ordinance 2024-2



**CITY OF PORT WASHINGTON, WISCONSIN  
ORDINANCE NO. 2024-2**

**Amending and/or Creating Zoning Ordinances to Allow and Regulate  
Recording Studios as a Conditional Use in the I-1 Existing Industrial District**

**WHEREAS**, TCG Holdings 116, LLC, a Wisconsin limited liability company, the owner of the 0.5230 acre parcel of vacant land (Tax Parcel No. 16-050-0711.004) located on the east side of South Park Street in the City of Port Washington, Ozaukee County, Wisconsin, has applied for an amendment to the Zoning Ordinance of the City of Port Washington to allow recording studios as a conditional use in the I-1 Existing Industrial zoning district; and

**WHEREAS**, all notices of said proposed amendment and public hearing thereon have been given as required by said Zoning Ordinance and § 62.23(7)(d), Wis. Stat.; and

**WHEREAS**, on March 19, 2024, the Common Council held a public hearing regarding the proposed amendment of said Zoning Ordinance to allow recording studios as a conditional use in the I-1 Existing Industrial zoning district; and

**WHEREAS**, the Common Council has determined that the proposed amendment of said Zoning Ordinance will promote the public health, safety, and general welfare of the community, and has directed that the Zoning Ordinance of the City of Port Washington be amended accordingly,

**NOW, THEREFORE**, the Common Council of the City of Port Washington, Wisconsin, do ordain as follows:

**Section 1.** The table included in § 485-94 D. of the Zoning Ordinance of the City of Port Washington, listing parking space requirements for Industrial uses of property within the Industrial zoning districts, is amended to add the following Use and Parking Space Requirement:

Use	Parking Space Requirement
Recording studios	3 spaces for every 1000 square feet of GLA*

**Section 2.** § 485-170 D. (9) of the Zoning Ordinance of the City of Port Washington relating to permitted uses by conditional grant in the I-1 Existing Industrial zoning district is created to read as follows:

- (9) Recording Studios.

**Section 3.** § 485-171 D. (1) of the Zoning Ordinance of the City of Port Washington, relating to permitted uses by conditional grant in the I-2 Industrial Park District, is amended to read as follows:

- (1) Any use permitted by conditional grant in the I-1 District, except for recording studios, which shall not be permitted in the I-2 Industrial Park District.

**Section 4.** This Ordinance shall become effective upon passage and publication.

Passed and approved this 19<sup>th</sup> day of March, 2024.

ATTEST:

\_\_\_\_\_  
Susan L. Westerbeke, City Clerk

\_\_\_\_\_  
Theodore Neitzke IV, Mayor