

**\*\*\*ATTACHMENTS\*\*\***

III

4.9

Res. No. 37 - 21 - 22. By Alderpersons Dekker and Perrella. July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to accept two grants from the Wisconsin Coastal Management Program.

WHEREAS, the City has been awarded two grants, each in the amount of \$25,000, from the Wisconsin Coastal Management Program; and

WHEREAS, the Wisconsin Coastal Management Program is administered by the State of Wisconsin Department of Administration; and

WHEREAS, one of the grants (Grant No. AD219129-022.16) will be used to support the development of an updated Comprehensive Outdoor Recreation Plan; and

WHEREAS, the other grant (Grant No. AD219129-022.17) will be used to develop a Shoreline Restoration Plan; and

WHEREAS, copies of the Grant Agreements are attached to this Resolution; and

WHEREAS, the Grant Agreement for Grant No. AD219129-022.16 identifies Joe Kerlin as the City employee responsible for the administration of the Agreement; and

WHEREAS, the Grant Agreement for Grant No. AD219129-022.17 identifies David Biebel as the City employee responsible for the administration of the Agreement.

NOW, THEREFORE, BE IT RESOLVED: That the Mayor is authorized to accept this grant from the State of Wisconsin.

PW

BE IT FURTHER RESOLVED: That the appropriate City officials are instructed to take the steps necessary to comply with the terms and conditions specified in the Grant Agreements.

*Dean Dikker*

*Grant Penella*

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**GRANT AGREEMENT  
BETWEEN THE  
  
STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM  
  
AND  
  
CITY OF SHEBOYGAN**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand Dollars (\$25,000.00)** for eligible activities herein described; and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

**CITY OF SHEBOYGAN**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL  
RELATION**

**BY:** \_\_\_\_\_  
**Ryan Sorenson**

**BY:** \_\_\_\_\_  
**Dawn Vick**

**TITLE:** Mayor

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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## GENERAL TERMS AND CONDITIONS

### ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **Joe Kerlin**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

### ARTICLE 2. APPLICABLE LAW

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

### ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

### ARTICLE 4. SCOPE OF WORK

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period").

**ARTICLE 6. STANDARDS OF PERFORMANCE**

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

**ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

**ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).*

**ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

**ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

**ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

**ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

**ARTICLE 19. EXTRA WORK**

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

**ARTICLE 20. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

**ARTICLE 21. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 22. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

**ARTICLE 23. SOURCE OF FUNDS**

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA21NOS4190086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

**ARTICLE 24. VARIANCES**

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

**ARTICLE 25. LIMITATION ON COSTS**

Reimbursement by the Department shall be **50%** of the total cost or not to exceed **Twenty-Five Thousand Dollars (\$25,000.00)**. The Grantee shall provide **50%** of the total cost, or **Twenty-Five Thousand Dollars (\$25,000.00)**. See itemized budget in Attachment A.

**ARTICLE 26. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

**ARTICLE 27. ALLOWABLE COSTS**

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

**ARTICLE 28. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 29. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

**ARTICLE 30. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 31. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 32. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Federal Funded Awards:**

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**State Funded Awards:**

**NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**Submit To:**

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

**ARTICLE 33. EXAMINATION OF RECORDS**

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 34. PERFORMANCE REPORTS**

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 36. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 37. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 38. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 39. PATENT INFRINGEMENT**

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 40. PROGRAM INCOME**

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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## Attachment A

### Grant Agreement # AD219129 – 022.16

<b>1. Type of Project (check one):</b>	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input checked="" type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
<b>2. Project Title (max. 15 words):</b> City of Sheboygan Comprehensive Outdoor Recreation and Coastal Resources Planning	
<b>3. Organization applying:</b> City of Sheboygan	<b>5. Organization nine-digit DUNS Number:</b> 076144153
<b>4. Contact Person and Address (include full, <u>nine-digit</u> zip code):</b>  <u>Joe Kerlin, Superintendent of Parks and Forestry</u>  2026 New Jersey Avenue  Sheboygan, WI 53081-4714  <b>Phone:</b> 920-459-3459 <b>Email:</b> <a href="mailto:joe.kerlin@sheboyganwi.gov">joe.kerlin@sheboyganwi.gov</a>	<b>6. Primary County where project is located:</b> Sheboygan
	<b>7. Other Counties where project is located:</b>
	<b>8. Congressional District #: 6</b>
	<b>9. State Senate District #: 9</b>
<b>10. State Assembly District #: 26</b>	
<b>11. Total Project Cost: \$50,000</b>	
<b>12. WCMP Share: \$25,000</b>	<b>14. WCMP Percent: 50 %</b>
<b>13. Applicant Share: \$25,000</b>	<b>15. Applicant Percent: 50 %</b>
<b>16. Brief Summary of the Project (300 word maximum). Include</b> (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). The project should have at least one task: add more as applicable. <u>Consider completing this portion of the application last to summarize your proposal.</u>	
<b>a. Project Description:</b> The outcome of this project will be an adopted Comprehensive Outdoor Recreation Plan (CORP) that maximizes outdoor recreational opportunities serving both residents and visitors drawn to the unique Lake Michigan coastline and its related streams and rivers. The plan will balance the community's recreational needs and prioritize best management practices between recreational programs, public access, and responsible interface with coastal resources.	
<b>b. Project Tasks/Deliverables:</b> 1. Report: A final document containing an updated five year CORP for years 2021 – 2025. 2. Report: Community Survey results and comments from in person and an online survey concerning park and recreational usage, future needs and maintenance of the City's parks. 3. Public Engagement: At least three public meetings along with the community survey will be organized to assess and gather information from the citizenry. Outreach and information gathering will further occur through social media and website platforms. 4. Information gathering: At least five facilitated meetings will occur with the comprehensive steering committee and Parks Commission.	
<i>Example:</i> <ol style="list-style-type: none"> <li>1. <i>Report: A final report containing the findings and recommendations of the project will be completed and distributed to participants and local decision-makers.</i></li> <li>2. <i>Public outreach: The organization will host at least five public meetings.</i></li> <li>3. <i>Website: A website will include information about public meetings and post any plans and reports published.</i></li> </ol>	

# Attachment A

## Grant Agreement # AD219129 – 022.16

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**1. Background/context:** Concisely state the problem or issue that this proposal addresses. Include important background information.

The City of Sheboygan's current five year CORP is for years 2016 – 2020. City Park and Planning staff updated the previous 2008 – 2013 without service of a contracted facilitator. The City is requesting grant aid from the Wisconsin Coastal Management Program to work with a contracted facilitator to update the City's plan for 2022 – 2026

The proximity to Lake Michigan increases both the popularity of Sheboygan's open space/recreational system and the responsibility of protecting the waters of Lake Michigan from the potential impacts of recreational use on related shoreline conditions, stormwater management, drainage strategies, roads /parking, water recreational use, choice of paving materials and the management of associated vegetation. The CORP Plan will need to identify and define strategies on how to best manage stormwater and water quality with the priority being the protection of Lake Michigan.

**2. Project Description:**

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

a. The City is requesting funding to revise and update its CORP. Park and recreational planning has become an essential part of comprehensive community planning. Parks, recreation and leisure time facilities are provided by various public, quasi-public and private agencies and companies for use during people's leisure time. Emphasis on physical fitness and the need to find relief from the pace of life in urbanizing communities have underscored the need for expanded recreational facilities. As a community grows, parks function as the focal point for community aesthetics. They also serve as important habitats for urban wildlife and as laboratories for environmental and conservation education.

The primary purpose of the CORP for the City of Sheboygan is to guide the preservation, acquisition, and development of land for park, recreation, and related open space purposes to serve the recreational needs of the population. The further purpose is to protect and enhance the underlying and sustaining natural resources base. The plan is also intended to make the City eligible to apply for and receive federal and state aids that support the acquisition and development of needed park and open space sites and facilities.

b. The report will view outdoor park and recreation facilities as part of a system serving diverse functions for all members of the community. A park is not a single-use facility serving only limited groups. Rather, it provides diverse outdoor recreational opportunities for all ages and all social groups. In viewing the parks as part of a system, issues such as access, neighborhood aesthetics and multiple uses of environmental resources are elements of park planning.

The project will integrate available local community plans as well as land and water studies including:

- Sheboygan County land, water conservation plans including the county CORP
- Sheboygan's Stormwater Management Plan update
- Sheboygan's Comprehensive Plan
- Sheboygan's Sustainability Plan
- Sheboygan's Strategic Plan
- Sheboygan's Economic Development Plan
- Maywood Environmental Park Master Plan – to be completed 2021
- Jaycee Park Master Plan – to be completed 2020

**3. Impact on Coastal Resources:** Address all of the issues listed below as they relate to your project.

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need.
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

**Type of Project**

Wetland Protection and Habitat Restoration

**Suggested Indicators**

- Acres of habitat restored or protected

Nonpoint Source Pollution Control

- Reduction in tons of soil erosion/sedimentation

# Attachment A

## Grant Agreement # AD219129 – 022.16

Great Lakes Education

- Number of people trained

Coastal Resources and Community Planning

- Projected audience
- Number of municipalities included in a plan
- Land area/coastline covered by the plan
- Type of coastal resource (e.g., habitat) protected
- Ordinances developed

Public Access and Historic Preservation

- Linear feet of coastline made accessible or acquired
- Acres Acquired

a. Updating Sheboygan’s current CORP plan is critical in looking forward in providing local programmed recreation, a well-managed open space system, connectivity of trails and being good stewards of our unique coastal environment. The City of Sheboygan comprises nearly 15.82 Square miles of Lake Michigan Basin, with the Sheboygan River and the Pigeon River being two major distributaries to Lake Michigan. There is roughly 5.70 miles of Lake Michigan shoreline most of which is managed by the City. There are 36 City Parks making up 705 acres of land. Of these 36 parks, 24 of them, having a total of 661 acres, are adjacent to Lake Michigan, the Sheboygan River or the Pigeon River. There is 1.60 miles of public beach, 288-slip marina, six boat launches and one canoe/kayak launch. The City also has eight miles of paved walking trails with over half along rivers and the lake. Any development or preservation within the city parks would inherently have an effect on Lake Michigan and its coastline.

b. State and Federal government provide funding to local governments for the acquisition and development of parks. Most of the programs require that a local government maintain, by resolution, a five year CORP with the specific project noted in the plan. A few of the Federal Programs include land and water conservation fund and recreational trails act. Some of the Wisconsin State funds include acquisition and development of park and urban green space, urban rivers programs, recreational boating facilities, surface water grants, lake and river protection grants and urban forestry grants. The City would like to work with a contracted facilitator that not only has a strong park development background but also a strong land and water conservation background, to aid in the revision of the current plan to include future coastal protection.

c. This plan will need to complement regional and state initiatives and increase the awareness of how to best manage the resources of the coastal environs of Sheboygan with an emphasis on accessible parks and recreation, community wellness, the interface with natural areas and the protection of Lake Michigan.

Several of the Sheboygan County’s Land and Water Conservation Plans make reference to not only open space recreation and needs to but also to restoring environmental integrity and the recreation values. From the mouth of the Sheboygan River along Lake Michigan to Sheboygan Fall, roughly 14 miles of the river is on the Impaired Waters List. Many of the Sheboygan River AOC Fish & Wildlife projects with shoreline restoration and stabilization are happening in the City. These efforts will need to continue and will more and more be the responsibility of the City. The Lakewide Action and Management Plan calls into action assessing, restoring, protecting and monitoring the ecosystem health of the Great Lakes and river systems. Sheboygan also has a new storm water management plan that will be referred to in development and maintenance of the City’s park system. Finally, the Great Lakes have seen its highest water levels since 1986. The City is experiencing flooding and erosion along the shoreline. Great lakes Shorelands Management Programs will need to be part of the new plan.

d. The end result of this process will be a functional comprehensive five year plan for the City of Sheboygan. Sheboygan County works with several smaller communities in the county to keep an up to date plan. Even though the City is separate, many parts of the plans cover the same areas and work together. A good example is the County’s non-motorized transportation facilities that are shared. The plan will need to be approved by resolution and will be a guide for park acquisitions, development and maintenance for years to come. Specific projects in the plan will have a higher priority by the city for funding and thousands of dollars will be applied for under the programs listed above, because of the plan, the city will be eligible to receive those funds.

#### 4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.  
**Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).**
- b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. “Measurable results” from Section 3d should be incorporated into this section.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. **Project Timeline:** July 1, 2021 – March 16, 2022

July 1-August:

Meetings with A CORP project steering committee appointed by the Mayor and the Marina, Parks and Forestry Commission (MPFC) will begin. Request for Proposal if needed, for a contracted facilitator will be completed. Review available information along with the 2016-2020 plan.

## Attachment A

### Grant Agreement # AD219129 – 022.16

September-October:  
Host public meetings and continue with steering and MPFC discussions. Create and distribute community needs survey. Advertise all meetings and survey on all city social media and document all meetings and allow comments on the Department of Public Works website.

November-December:  
Continue with steering and MPFC discussions. Develop draft CORP and receive feedback from public through meetings, website and social media.

January-February:  
Final edits are made to the draft document.

March – March 16, 2021  
Plan will be reviewed by MPFC, Public Works Committee and recommended to the City of Sheboygan Common Council for approval on March 16<sup>th</sup>.

**b. Project deliverable include:**

- Seven facilitated meetings with the steering and parks committees: Coordinated meeting dates with contracted facilitator and committee members.
- Three public meetings: Set meeting dates, advertise, engage public, facilitate a discussion and record comments.
- Information gathering survey: Develop survey with contracted facilitator and committee members. Open the survey to public via public meetings, website and social media. Compile results.
- CORP draft document: Using available data, facilitated meetings and survey results, the contracted facilitator will prepare a draft plan for committee and public review.
- Council approve CORP document for the City of Sheboygan: Draft document will be referred to MPFC and Public Works for approval and recommended to the Common Council.

c. The plan updates will evaluate existing conditions, analyze needs and desires, develop a capital improvements plan, and help guide adoption and implementation of the plan. Opportunities to engage the public and stakeholders will be incorporated during the planning process using an online survey, public informational meetings, website, and social media. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

d. It will help develop strategies for better storm water management dealing with changing weather patterns; volumes of precipitation and how we design and place site amenities / structures serving our recreational needs. These strategies can also recommend improvements in the open space system identifying opportunities for green infrastructure. Green infrastructure can play a major role in operational cost reductions, advancing sustainability, reducing flooding impacts on adjacent properties, increase permeability and play a major role in achieving higher water quality. The ultimate outcome is to achieve better stewardship of our natural resources with the grand prize is being a better neighbor to Lake Michigan.

**5. Project Budget**

- a. Provide a breakdown of the proposed project budget using Table 1. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the nearest dollar.

**Table 1: Budget (Required)**

Activity <i>(do not change categories)</i>	WCMP Request	Match	Total
Personnel <i>(names required, if known)</i>	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			
Contractual <i>(complete Table 2)</i>	\$25,000	\$25,000	\$50,000
Construction			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			

## Attachment A Grant Agreement # AD219129 – 022.16

<b>Totals</b>			
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**Table 2: Contractual (Required if there is "Contractual" funding in Table 1)**

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$23,500	\$23,500	\$47,000
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel	\$500	\$500	\$1,000
Supplies	\$500	\$500	\$1,000
Contractual			
Construction			
Other	\$500	\$500	\$1,000
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
<b>Totals</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$50,000</b>

**Table 3: Additional budget items (optional)**

Activity	WCMP Request	Match	Total
	\$	\$	\$
<b>Totals</b>			

**6. Budget Description**

- a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

a. The matching funds for this project will come from the Department of Public Works Contracted Services Fund. This fund is budgeted annually and is used for unforeseen improvements and matching grant opportunities. City staff will also have a large investment of time not seen on this application.

b. Other than city funds, no other moneys have been applied for at this time.

c. The City has the budgeted funds for the matching of the WCMP grant. More importantly, by having a Current CORP the city will be eligible for funds as stated in 3.b. Several City partners like Sheboygan County, Lakeshore Natural Recourses and Maywood Environmental Center, will be involved in the plan and investing their staff time to aid in the completion of the plan. Letters of support by these three partners have been attached to this application.

d. In 2017 WCMP matching funds were received by the City for purchase and installation of an ADA accessible canoe/kayak launch on the Sheboygan River in Kiwanis Park. This was a great partnership that allows the public an accessible way of interacting with the Sheboygan River. What better way to promote the work that has been done to clean the river and give access not only to river but also Lake Michigan and its water trail! I can report that the launch is heavily used. There is hardly a time where I'm in the park that the launch is not being used by kayakers. I stop and talk with them and they are very appreciative for having the easy to use launch.

## Attachment A

### Grant Agreement # AD219129 – 022.16

**7. Bonus objectives.** Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies (describe their roles).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

a. There are many organizations that currently work together and with the city to better many areas of the parks and open spaces in the city. A few of the most current items are:

- Restore North Point Buff – the city is working with Lakeshore Natural Resources Partnership, Fund for Lake Michigan, Sheboygan Neighborhood Associations, WisCorps and UW Extension to remove invasive species along the bluff and replant native trees, shrubs and plants.
- Sheboygan River Map – The City is working with LNRP, Camp Y-Koda, DNR, and Sheboygan River Basin Partnership on the design and production of a map for the Sheboygan River.
- Sheboygan River Restoration - Even though the initial project was completed in 2012, the many groups that are part of this still meet annually to discuss progress being made.
- Ash Tree Mitigation – The City received funds from the WDNR to write a forestry plan in 2016 and have also received money for planting new trees from The DNR, Bay Lakes Regional Planning Commission and Sheboygan Rotary group known as ROOTS, (Restoration Of Our Trees Sheboygan.)
- South Pier Restoration – The US Army Corps of Engineers is reconstructing Sheboygan’s South Pier. The project started this year and is scheduled through 2023.
- Great Lakes Water Safety – The City formed a Water Safety group in 2016 in response to three drowning’s in Lake Michigan. The City worked closely with the Chamber, Great Lakes Water Safety, Sheboygan Schools, Police, Fire, County and volunteer citizens to make the city’s lakefront safer.

The City Parks Department has many other partnerships. There are currently six annual agreements with non-profit groups using park space and three annual agreements for private use of our parks. Private use is a business agreement where the company is providing services for a fee to enhance and add usage to our parks. There are also 10 set annual celebrations in our parks used by non-profits for a fee and many others that are not annual.

b. Along with a series of public outdoor comprehensive planning workshops, the city plans to use online social engagement platforms to connect with all communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents.

c. A good example of a coast-wide project that will be addressed in the plan is the possibility of a hazardous water flag warning system. Partnering with the Great Lakes Water Safety has allowed the City be an active partner in improving beach safety. A universal flag warning system for all of the Great Lakes is one of the initiatives.

The plan updates need to consider the things we are learning related to current events and trends that are directly affecting our daily lives and the environment. The current impacts of the Coronavirus on the personal health of our citizens have put greater emphasis on local recreational facilities and their ability to provide people with an outlet for both physical and mental wellness. These resources both natural and recreationally planned are serving multi-generational needs at an individual, family and community level. They need to provide the space necessary for residents to be active in an open and safe environment.

Another trend of equal importance is the health of our natural areas and the protection of the waters of Lake Michigan. The CORP plan will help develop strategies to protect natural areas, habitat, and wetlands.

d. The city plans to use online social engagement platforms to connect with underrepresented communities in the city. In 2021, the city will be signing on to a social engagement platform known as Bang the Table. The CORP update plans to utilize this resource to engage all demographics of the community. This platform allows for surveys to encourage the Sheboygan community to voice their opinions, polls, ideas and forums. In the COVID age, this platform will allow the city to connect with all residents including the underrepresented populations and allow civic engagement opportunities in the plan development process.

**ATTACHMENT B**

**ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL  
MANAGEMENT PROGRAM**

**1. For audio productions:**

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

**2. For video productions:**

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

**3. For printed documents and work products, including web-based publications:**

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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## ATTACHMENT E

### ENVIRONMENTAL DATA SHARING POLICY FOR WISCONSIN DEPARTMENT OF ADMINISTRATION COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

#### Geospatial Data Guidelines

##### Introduction

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: "These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy."

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) 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 by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

#### **1. Metadata will be available explaining the data content and characteristics.**

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
  - Overview at the Federal Geographic Data Committee's home page, <http://fgdc.gov>.
  - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

##### Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

##### Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

**2. Data Sharing Guidelines**

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo<sup>®</sup>

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer  
Wisconsin Department of Administration  
Email: [Jim.Giglierano@wisconsin.gov](mailto:Jim.Giglierano@wisconsin.gov)  
Phone: 608-267-6902

## ATTACHMENT F

SCIENTIFIC INTEGRITY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT PROGRAM GRANTS**A. General Guidelines**

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement 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.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (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.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient 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 <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient 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.

**B. Investigating Scientific Integrity or Scientific and Research Misconduct**

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**C. Findings and Corrective Actions**

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future; and
2. Coordinate remedial action.

**GRANT AGREEMENT  
BETWEEN THE  
  
STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL RELATIONS  
WISCONSIN COASTAL MANAGEMENT PROGRAM  
  
AND  
  
CITY OF SHEBOYGAN**

**THIS AGREEMENT** is made and entered into by and between the Division of Intergovernmental Relations ("Division"), Department of Administration ("Department"), representing the State of Wisconsin (collectively "State"), and **CITY OF SHEBOYGAN** ("Grantee") with a DUNS Number of 076144153, for the Performance Period of the date this agreement is signed by the State through **June 30, 2022**.

**WHEREAS**, on behalf of the State, the Department administers the Wisconsin Coastal Management Program ("Program") through the Division to provide funds for eligible activities; and

**WHEREAS**, it is the intention of the parties to this Agreement that all activities described herein shall be for their mutual benefit; and

**WHEREAS**, the State has approved an award to the Grantee in the amount of **Twenty-Five Thousand Dollars (\$25,000.00)** and the Grantee agrees to provide **Twenty-Five Thousand Dollars (\$25,000.00)** for eligible activities herein described; and

**WHEREAS**, the terms and conditions herein shall survive the Performance Period and shall continue in full force and effect until the Grantee has completed and is in compliance with all the requirements of this Agreement; and

**WHEREAS**, this Agreement is mutually exclusive and is distinguished from all previous Agreements between the Grantee and the State and contains the entire understanding between the parties;

**NOW, THEREFORE**, in consideration of the mutual promises and dependent documents, the parties hereto agree as follows:

The following documents are part of this Agreement:

- 1) This Agreement (including all attachments)
- 2) Grantee's Proposal (as accepted by the State) See Attachment A

**CITY OF SHEBOYGAN**

**STATE OF WISCONSIN  
DEPARTMENT OF ADMINISTRATION  
DIVISION OF INTERGOVERNMENTAL  
RELATION**

**BY:** \_\_\_\_\_  
          **Ryan Sorenson**

**BY:** \_\_\_\_\_  
          **Dawn Vick**

**TITLE:** Mayor

**TITLE:** Administrator

**DATE:** \_\_\_\_\_

**DATE:** \_\_\_\_\_

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**GENERAL TERMS AND CONDITIONS**

**ARTICLE 1. CONTRACT ADMINISTRATION**

The Division employee responsible for the administration of this Agreement shall be **Kate Angel**, or their designee and who shall represent the Department's interest in review of quality, quantity, rate of progress, timeliness of services, and related considerations as outlined in this Agreement.

The Grantee's employee responsible for the administration of this Agreement shall be **David Biebel**, who shall represent the Grantee's interest regarding Agreement performance, financial records and related considerations. The Division shall be immediately notified of any change of this designee.

**ARTICLE 2. APPLICABLE LAW**

This Agreement shall be governed by the Laws of the State of Wisconsin and the United States. In addition, the Grantee pledges to abide by and comply with the following requirements:

1. Grant funds shall not be used to supplant existing funding otherwise budgeted or planned for projects outside of this program whether under local, state or federal law, without the consent of the State.
2. The Grantee, its agents and employees shall observe all relevant provisions of the Ethics Code for Public Officials under Wis. Stat. Secs. 19.41 *et seq* and 19.59 *et seq*.

**ARTICLE 3. LEGAL RELATIONS AND INDEMNIFICATION**

The Grantee shall at all times comply with and observe all federal and state laws and published circulars, local laws, ordinances, and regulations which are in effect during the Performance Period of this Agreement and which in any manner affect the work or its conduct.

In carrying out any provisions of this Agreement or in exercising any power or authority contracted to the Grantee thereby, there shall be no personal liability upon the State, it being understood that in such matters the Division and the Department act as agents and representatives of the State.

The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any injuries or damages received by any persons or property resulting from the operations of the Grantee, or of any of its agents or subrecipients, in performing work under this Agreement. The Grantee shall indemnify and hold harmless the State and all of its officers, agents and employees from all suits, actions or claims of any character brought for or on account of any obligations arising out of agreements between Grantee and subrecipient(s) to perform services or otherwise supply products or services. The Grantee shall also hold the State harmless for any audit disallowance related to the allocation of administrative costs under this Agreement, irrespective of whether the audit is ordered by federal or state agencies or by the courts.

If an audit is required by federal law and if the Grantee is also the recipient of State funds under the same or a separate contract program, then the State funded programs shall also be included in the scope of the federally required audit.

**ARTICLE 4. SCOPE OF WORK**

1. The Grantee shall supply or provide for all the necessary personnel, equipment, and materials (except as may be otherwise provided herein) to accomplish the tasks set forth on the attached Scope of Work (Attachment A). In the event of a conflict between the summary in Attachment A and the application and/or other supporting documents previously submitted to the State by the Grantee, Attachment A shall control. Changes to the Scope of Work may be made only by written agreement of both the State and the Grantee.

2. Special Requirements apply to public access, land acquisition and habitat restoration projects and are detailed in Attachment C.
3. Work Products - The Grantee shall complete all work tasks that they committed to in their application submission (Attachment A). Failure to meet this requirement may result in termination of this contract under "Cancellation for Cause", Article 12 of this contract.

**ARTICLE 5. PERIOD OF PERFORMANCE**

The effective period of this Agreement shall be for the period **July 1, 2021** through **June 30, 2022** (the "Performance Period").

**ARTICLE 6. STANDARDS OF PERFORMANCE**

The Grantee shall perform the project and activities as set forth in the Contract Application and described herein in accordance with those standards established by statute, administrative rule, the Division, and any applicable professional standards.

**ARTICLE 7. SUBLET OR ASSIGNMENT OF AGREEMENT**

The Grantee, its agents, subgrantees or subcontractors shall not sublet or assign all or any part of the work under this Agreement without prior written approval of the State. The State reserves the right to reject any subcontractor or subgrantee after notification. The Grantee shall be responsible for all matters involving any subcontractor or subgrantee engaged under this Agreement, including grant compliance, performance, and dispute resolution between itself and a subcontractor or subgrantee. The State bears no responsibility for subcontractor or subgrantee compliance, performance, or dispute resolution hereunder.

**ARTICLE 8. DISCLOSURE: STATE PUBLIC OFFICIALS AND EMPLOYEES**

If a State public official (as defined in section 19.42, Wis. Stats.) or an organization in which a State public official holds at least a 10% interest is a party to this Agreement, this Agreement shall be voided by the State unless timely, appropriate disclosure is made to the State of Wisconsin Government Accountability Board, 212 East Washington Ave., Third Floor, Madison, Wisconsin 53703.

The Grantee shall not engage the services of any person or persons now employed by the State, including any department, commission or board thereof, to provide services relating to this Agreement without the prior written consent of the State and the employer of such person or persons.

**ARTICLE 9. NONDISCRIMINATION IN EMPLOYMENT**

The Grantee shall not discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in section 51.01(5), Wis. Stats., sexual orientation as defined in s.111.32(13m), Wis. Stats., or national origin. This includes, but is not limited to, employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. Except with respect to sexual orientation, the Grantee shall take affirmative action to ensure equal employment opportunities. The Grantee shall post in conspicuous places, available for employees and applicants for employment, notices to be provided by the State setting forth the provisions of the nondiscrimination clause.

Grants estimated to be over fifty thousand dollars (\$50,000) require the submission of a written affirmative action plan by the Grantee. An exemption occurs from this requirement if the Grantee has a workforce of less than fifty (50).

Within fifteen (15) working days after this Agreement is executed, the Grantee shall submit the Affirmative Action Plan/exemption statement to the Department of Administration, State Bureau of Procurement, PO Box 7867, Madison, WI 53707, unless compliance eligibility is current. No extensions of this deadline shall be granted.

Grantee is encouraged to contact this office at (608) 266-2605 for technical assistance on Equal Opportunity requirements.

Failure to comply with the conditions of this clause may result in the declaration of Grantee ineligibility, the termination of this Agreement, or the withholding of funds.

**ARTICLE 10. SMALL BUSINESS AND MINORITY-OWNED BUSINESSES**

The Grantee shall make positive efforts to utilize small business and minority-owned business sources of supplies and services. Such efforts shall allow these sources the maximum feasible opportunity to compete for contracts or subcontracts to be performed utilizing state or federal funds.

**ARTICLE 11. TERMINATION AT WILL**

The Division may terminate this Agreement at any time with or without cause by delivering written notice to the Grantee by Certified Mail, Return Receipt Requested, not less than 30 days prior to the effective date of termination. Date of receipt as indicated on the Return Receipt shall be the effective date of notice of termination. Upon termination, the State's liability shall be limited to the actual costs incurred in carrying out the project as of the date of termination plus any termination expenses having prior written approval of the State.

The Grantee may terminate this Agreement with or without cause by delivering written notice to the Division by Certified Mail, Return Receipt Requested, not less than 30 days prior to effective date of termination. Date of receipt, as indicated on the Return Receipt, shall be the effective date of notice of termination. Upon receipt of termination notice, the Grantee shall make available to the Division program records, equipment, and any other programmatic materials. In the event the Agreement is terminated by either party, for any reason whatsoever, the Grantee shall refund to the Division within forty-five (45) days of the effective date of notice of termination any payment made by the Division to the Grantee which exceeds actual approved costs incurred in carrying out the project as of the date of termination.

**ARTICLE 12. TERMINATION FOR NONAPPROPRIATION**

The State reserves the right to terminate this Agreement in whole or in part without penalty due to nonappropriation of necessary funds by the Legislature or the Federal Government.

**ARTICLE 13. FAILURE TO PERFORM**

The State reserves the right to suspend payment of funds if required reports are not provided to the State on a timely basis or if performance of grant activities is not evidenced. The State further reserves the right to suspend payment of funds under this Agreement if there are deficiencies related to the required reports or if performance of contracted activities is not evidenced on other contracts between the State and the Grantee in whole or in part.

The Grantee's management and financial capability including, but not limited to, audit results and performance may be taken into consideration in any or all future determinations by the State and may be a factor in a decision to withhold payment and may be cause for termination of this Agreement.

**ARTICLE 14. PUBLICATIONS**

The Grantee may publish materials produced under this Agreement subject to the following conditions:

- a) All materials produced under this Agreement shall become the property of the Department of Administration and may be copyrighted in its name. The Grantee reserves a royalty-free, nonexclusive and irrevocable license to reproduce, publish, otherwise use, and to authorize others to use such materials for government purposes.

- b) All reports, studies, videos, websites or other documents resulting from this contract shall acknowledge the financial assistance provided by the Department. The following notation shall be carried on all articles, reports, publications or other documents resulting from this Agreement.

*"This (article, report, publication or document) is funded (in whole or in part) by the Wisconsin Department of Administration, Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration under the terms and conditions of this Agreement." (see Attachment B for further guidance).*

#### **ARTICLE 15. AMENDMENT**

This Agreement may be amended at any time by mutual consent of the parties hereto. Amendments shall be documented by written, signed and data addenda.

#### **ARTICLE 16. SEVERABILITY**

If any provision of this Agreement shall be adjudged to be unlawful or contrary to public policy, then that provision shall be deemed null and void and severable from the remaining provisions, and shall in no way affect the validity of this Agreement.

#### **ARTICLE 17. WAIVER**

Failure or delay on the part of either party to exercise any right, power, privilege or remedy hereunder shall not constitute a waiver thereof. A waiver of any default shall not operate as a waiver of any other default or of the same type of default on a future occasion.

#### **ARTICLE 18. FORCE MAJEURE**

Either party's performance of any part of this Agreement shall be excused to the extent that it is hindered, delayed or otherwise made impractical by reason of flood, riot, fire, explosion, war, acts or omissions of the other party or any other cause, whether similar or dissimilar to those listed, beyond the reasonable control of that party. If any such event occurs, the nonperforming party shall make reasonable efforts to notify the other party of the nature of such condition and the extent of the delay and shall make reasonable, good faith efforts to resume performance as soon as possible.

#### **ARTICLE 19. EXTRA WORK**

If the State desires to have the Grantee perform work or render services other than provided for by the expressed intent of this Agreement such work shall be considered as Extra Work, subject to written amendment to this Agreement setting forth the nature and scope thereof and the compensation therefor as determined by mutual agreement between the State and the Grantee. Work under such amendment shall not proceed unless and until so authorized by the State. Any such continuance of service which would cause compensation to exceed the total amount of this Agreement shall be contingent upon the above provision and the appropriation of necessary funds by the Legislature.

#### **ARTICLE 20. LABOR STANDARDS**

The Grantee shall comply with and assure compliance of all Project contractors and subcontractors with the Davis-Bacon Act, as amended 40 U.S.C. 3141-3148, the Contract Work Hours and Safety Standards Act 40 U.S.C. 3701-3708, other applicable Federal laws and regulations pertaining to labor standards, and the Labor Standards section of the Implementation Handbook.

**ARTICLE 21. CHOICE OF LAW AND VENUE**

In the event of a dispute this Agreement shall be interpreted in accordance with the laws of the State of Wisconsin, to the extent that there is no conflict with Federal law or applicable program requirements. The venue for any dispute shall be Dane County, Wisconsin.

**FISCAL TERMS AND CONDITIONS**

**ARTICLE 22. AVAILABILITY OF FUNDS**

Funds have been appropriated by the Wisconsin Legislature or received from the Federal Government for the services covered under this Agreement.

**ARTICLE 23. SOURCE OF FUNDS**

Federal funds for this grant by the Wisconsin Coastal Management Program are authorized by the Coastal Zone Management Act of 1972 (16 U.S.C. 1451 *et seq.*; 31 U.S.C. 6506; 42 U.S.C. 3334; and 15 CFR Part 923). The U.S. Department of Commerce, National Oceanic and Atmospheric Administration awards funding to the state through "Coastal Zone Management Administration Awards", listed in the Catalog of Federal Domestic Assistance (CFDA) under number 11.419.

The funds awarded under this contract have been encumbered and are subject to the continued availability of funding from the National Oceanic and Atmospheric Administration, through Award Number **NA21NOS4190086**. The pass-through entity is the Wisconsin Department of Administration, and the awarding official is Director, Grants Management Division, NOAA.

**ARTICLE 24. VARIANCES**

Variations to the budget outlined in Attachment A may be permissible as long as the transfer of funds among cost categories does not exceed 10 percent of the current total award. If the transfer of funds is above 10 percent of the total award, the changes shall be approved by the Division in writing. A variance shall not be used to authorize a revision of the amount awarded or a change in the performance period. Such changes shall be made by amendment to the Agreement.

**ARTICLE 25. LIMITATION ON COSTS**

Reimbursement by the Department shall be 50% of the total cost or not to exceed **Twenty-Five Thousand Dollars (\$25,000.00)**. The Grantee shall provide 50% of the total cost, or **Twenty-Five Thousand Dollars (\$25,000.00)**. See itemized budget in Attachment A.

**ARTICLE 26. ELIGIBLE COSTS**

Eligible Costs are those costs which can be audited and which are directly attributable to grant activities and identified and approved in Attachment A.

1. No Eligible Costs subject to reimbursement by this Grant may be incurred prior to the execution of this Agreement.
2. Costs only as identified in the Budget and described in the Scope of Work are allowed.
3. All methods of charging expenses against this Agreement shall be submitted for review and approval by the State.

**ARTICLE 27. ALLOWABLE COSTS**

Office of Management and Budget (OMB) Uniform Guidance, Subpart E (codified at 2 CFR Part 200), shall be complied with by the grantee with respect to specific items and their cost allowability.

**ARTICLE 28. REIMBURSEMENT OF FUNDS**

The Grantee shall return to the State or other appropriate governmental agency or entity any funds paid to the Grantee in excess of the allowable eligible costs under this Agreement. If the Grantee fails to return excess funds, the State may deduct the appropriate amount from subsequent payments due to the Grantee from the State. The State also reserves the right to recover such funds by any other legal means including litigation if necessary.

The Grantee shall be responsible for reimbursement to the State for any disbursed funds, which are determined by the State to have been misused or misappropriated. The State may also require reimbursement of funds if the State determines that any provision of this Agreement has been violated. Any reimbursement of funds which is required by the State, with or without termination, shall be due within forty-five (45) days after giving written notice to the Grantee.

**ARTICLE 29. LIMITED USE OF PROGRAM FUNDS**

This Agreement is a mutually exclusive Agreement. The Grantee shall not apply funds authorized pursuant to other Program Agreements toward the activities for which funding is authorized by this Agreement nor shall funding authorized by this Agreement be used toward the activities authorized pursuant to other Program Agreements. The word "funds" as used in this Article does not include Program income.

**ARTICLE 30. FINANCIAL MANAGEMENT**

The Grantee agrees to maintain a financial management system that complies with the rules and regulations required by the Program funding source described in ARTICLE 23 and with standards established by the State to assure funds are spent in accordance with law and to assure that accounting records for funds received under this Agreement are sufficiently segregated from other Agreements, programs, and/or projects.

**ARTICLE 31. METHOD OF PAYMENT**

Payment shall be by the Department to the Grantee upon receipt of **quarterly** invoices submitted on the required reimbursement form and sent to the following address:

Coastal Management Grants Specialist  
Department of Administration  
Division of Intergovernmental Relations  
101 East Wilson Street, 9<sup>th</sup> Floor  
PO Box 8944  
Madison, WI 53708-8944

- a) Invoices shall reflect eligible costs incurred by approved Budget line item. Invoices shall be accompanied by written documentation of eligible costs. The Department shall make payment if it determines that the Grantee is making satisfactory progress in completing the project tasks based on the Grantee's progress report submitted at the same time as the invoice.
- b) Final invoice shall be submitted to the Department no later than (60) days following close of the Agreement.

**ADMINISTRATIVE TERMS AND CONDITIONS**

**ARTICLE 32. SINGLE AUDIT REQUIREMENT**

The Grantee shall have a certified annual audit performed utilizing Generally Accepted Accounting Principles and Generally Accepted Auditing Standards.

**Federal Funded Awards:**

**Governmental and Non-profit Grantees**, or their assignees, that **expend** federal funds during their fiscal year shall comply with Subpart F of the OMB Uniform Administrative Requirements, Cost Principles, and Audit Requirements for Federal Awards (codified at 2 C.F.R. Part 200), and the State Single Audit Guidelines issued by the Department. Audit reports are due to the Federal Audit Clearinghouse within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**State Funded Awards:**

**NOTE:** If an audit is required under the Omni Circular Subpart F as described above, then this section does not apply as State Funded Awards will already be included in that audit.

**Governmental and Non-profit Grantees**, or their assignees, which **received** state funds during their fiscal year, shall comply with the requirements set forth in the State Single Audit Guidelines issued by the Department. Audit reports are due to the State within the earlier of 30 calendar days after receipt of the auditor's report(s), or nine months after the end of the audit period.

**Submit To:**

Please review the Department of Administration's Single Audit Compliance Supplement for details on submission of the reporting package (<https://doa.wi.gov/Pages/StateFinances/State-Single-Audit-Guidelines.aspx>).

**ARTICLE 33. EXAMINATION OF RECORDS**

The Division, any of its authorized representatives and the U.S. Government shall have access to and the right at any time to examine, audit, excerpt, transcribe and copy on the Grantee's premises any directly pertinent records and computer files of the Grantee involving transactions relating to this Agreement. Similarly, the State shall have access at any time to examine, audit, test and analyze any and all physical projects subject to this Agreement. If the material is held in an automated format, the Grantee shall provide copies of these materials in the automated format or such computer file as may be requested by the State. Such material shall be retained for three years by the Grantee following final payment on the Agreement.

This provision shall also apply in the event of cancellation or termination of this Agreement. The Grantee shall notify the State in writing of any planned conversion or destruction of these materials at least 90 days prior to such action. Any charges for copies provided by the Grantee of books, documents, papers, records, computer files or computer printouts shall not exceed the actual cost thereof to the Grantee and shall be reimbursed by the State.

The minimum acceptable financial records for the project consist of: 1) Documentation of employee time; 2) Documentation of all equipment, materials, supplies and travel expenses; 3) Inventory records and supporting documentation for allowable equipment purchased to carry out the project scope; 4) Documentation and justification of methodology used in any in-kind contributions; 5) Rationale supporting allocation of space charges; 6) Rationale and documentation of any indirect costs (submitted with initial invoice); 7) Documentation of Agreement Services and Materials; and 8) Any other records which support charges to project funds. The Grantee shall maintain sufficient segregation of project accounting records from other projects or programs.

**ARTICLE 34. PERFORMANCE REPORTS**

The Grantee shall submit Performance Reports to the State on a quarterly basis as long as this Agreement is in effect. Reporting dates are as follows: **September 30, December 30, March 30, June 30**. The Performance Reports shall detail the uses of the funds received under this Agreement, how funds have been expended and the amounts expended during the preceding fiscal period, until all funds have been expended.

1. Progress Reports - The Grantee shall provide quarterly progress reports which detail project tasks completed and related expenses. Any program and/or fiscal problems encountered must be itemized.
2. Close-out period - The Grantee shall be allowed 60 days after contract completion date to prepare the final report and invoice. Only costs for compiling, editing and printing of final reports, preparation of financial reports and other costs associated solely with contract close-out activities may be incurred during this period.
3. Program Summary and Final Report - A separate summary of the project by the Grantee shall be included with the final report. The summary should include: an identification of the coastal resource management issue addressed; a summary of improvements; where possible, quantitative information on the degree of improvement, i.e., acres of wetlands protected, areas mapped, feet of trail developed, etc.; and where possible, state, federal, and local funds expended for the overall project. This report shall not exceed 1-2 single-spaced pages.
4. Final Work Products - Submit three copies (including one copy in digital/electronic format, if appropriate) of any final work products.

**SPECIAL TERMS AND CONDITIONS**

**ARTICLE 35. COMPETITIVE PROCUREMENT PRACTICES**

Grantee shall utilize State of Wisconsin competitive procurement practices for products and services purchased as a result of this award. Where state and local procurement practices differ, state rules, standards, policies and practices shall take precedence.

**ARTICLE 36. REASONABLE COSTS**

Grantee shall attempt to control unit costs for products and services procured as a result of this Agreement, to the state average experience.

**ARTICLE 37. AUDITS**

Grantee shall perform an "Agreed Upon Procedures Audit" on request. This audit shall consist of procedures and questions agreed upon by the State and the Auditor and shall expand beyond the scope of that provided for under the Wisconsin State Single Audit Guideline requirements.

**ARTICLE 38. EQUIPMENT ACCOUNTABILITY**

Title to equipment purchased with funds provided under this Agreement shall vest in the Grantee's name, unless otherwise specified by an attachment. Disposition of any equipment shall be in accordance with applicable property disposal procedures.

**ARTICLE 39. PATENT INFRINGEMENT**

The Grantee selling to the State of Wisconsin the articles described herein guarantees the articles were manufactured or produced in accordance with applicable federal labor laws. Further that the sale or use of the articles described herein shall not infringe any United States patent. The Grantee covenants that it shall, at its own expense, defend every suit which shall be brought against the State of Wisconsin (provided that such Grantee is promptly notified of

such suit, and all papers therein are delivered to it) for any alleged infringement of any patent by reason of the sale of use of such articles and agrees that it shall pay all costs, damages, and profits recoverable in any such suit.

**ARTICLE 40. PROGRAM INCOME**

Program income means gross income received by the Grantee that is directly generated from the use of the Agreement award, including but not limited to repayments of funds that had been previously provided to eligible beneficiaries; interest earned on any or all Agreement funds obtained from the State; proceeds derived after the Agreement close out from the disposition of real property acquired with any or all funds provided under this Agreement or interest earned on Program income pending its disposition.

All Program income shall be recorded and used in accordance with the rules and regulations of the Program funding source described herein. If at any time changes in the use of Program income are considered, the Grantee shall submit a plan detailing the proposed uses of Program income to the State for approval. Should the Grantee decide following Agreement close out to discontinue using Program income for such purposes, the Grantee shall return the Program income balance and any additional Program income accrued to the State by January 31 of the following year.

**ARTICLE 41. TRAINING – WORKSHOPS – SEMINARS – EXHIBIT SPACE**

If any portion of the funds are used to support training, workshops, seminars, exhibit space, etc., the Wisconsin Department of Administration, Division of Intergovernmental Relations shall receive complimentary registrations and/or exhibit/booth space, if requested.

**ARTICLE 42. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY, AND VOLUNTARY EXCLUSION**

The Grantee certifies that to the best of its knowledge and belief, that it and its principals:

- (a) Are not presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from covered transactions by any Federal department or agency;
- (b) Have not within a three-year period preceding this proposal been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, State, or local) transaction or contract under a public transaction; violation of Federal or State antitrust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statement, or receiving stolen property;
- (c) Are not presently indicted for or otherwise criminally or civilly charged by a government entity (Federal, State, or local) with commission of any of the offenses enumerated in paragraph (b); and
- (d) Have not within a three-year period preceding this application/proposal had one or more public transactions (Federal, State, or local) terminated for cause or default.

Where the prospective primary participant is unable to certify to any of the statements in this article, such prospective participant shall attach an explanation to this proposal.

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## Attachment A

### Grant Agreement # AD219129 – 022.17

<b>1. Type of Project (check one):</b>	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input checked="" type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input type="checkbox"/> Public Access and Historic Preservation
<b>2. Project Title (max. 15 words):</b> Shoreline Restoration Plan	
<b>3. Organization applying:</b> City of Sheboygan	<b>5. Organization nine-digit DUNS Number:</b> 076144153
<b>4. Contact Person and Address (include full, <u>nine-digit</u> zip code):</b>  David Biebel, Director, Public Works  2026 New Jersey Avenue  Sheboygan, WI 53081  Phone: 920-459-3366      Email: David.Biebel@sheboyganwi.gov	<b>6. Primary County where project is located:</b> Sheboygan
	<b>7. Other Counties where project is located:</b>
	<b>8. Congressional District #:</b> 6
	<b>9. State Senate District #:</b> 9
<b>10. State Assembly District #:</b> 26	
<b>11. Total Project Cost:</b> \$50,000	
<b>12. WCMP Share:</b> \$25,000	<b>14. WCMP Percent:</b> %50
<b>13. Applicant Share:</b> \$25,000	<b>15. Applicant Percent:</b> %50
<b>16. Brief Summary of the Project (300 word maximum). Include</b> (a) Project Description (1-2 paragraphs) and (b) Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable). <u>Consider completing this portion of the application last to summarize your proposal.</u>	
<p>a. Project Description: The City of Sheboygan and its partners will develop a Shoreline Restoration Plan that establishes coastline management goals that address impaired waterfront functions. The planning process will include a shoreline condition evaluation and analysis of shoreline restoration options, following which a meaningful strategy will be established to implement restoration objectives and guide improvements to shoreline function at degraded areas along the City's Lake Michigan coastline. The Plan will look at and recommend approaches appropriate to 11 individual, pre-prioritized, high-risk impaired shoreline areas and will likely range from structural enhancements to habitat restoration and re-vegetation. Ultimately, the effort will guide how to create, restore, manage, and maintain Sheboygan's shoreline areas along Lake Michigan.</p>	
<p>b. Project Tasks/Deliverables:</p> <ol style="list-style-type: none"> <li>1. Coordination &amp; Outreach: A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status, as well as post the final plan.</li> <li>2. Shoreline Condition Evaluation: Conditions will be evaluated through observation and review of available relevant materials including surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos.</li> <li>3. Plan Development: The project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to the City and stakeholders. These will be summarized in the Shoreline Restoration Plan deliverable, containing options, recommendations, and potential implementation funding mechanisms, designed to protect, restore, and enhance shoreline areas at priority locations. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.</li> </ol>	

# Attachment A

## Grant Agreement # AD219129 – 022.17

1. **Background/context:** Concisely state the problem or issue that this proposal addresses. Include important background information.

Shorelines are a major feature in the City, providing a valuable setting for land use and recreation and performing important ecological functions. The Sheboygan shoreline ranges from sandy beaches in the southern portion to coastal bluffs in the northern portion. Erosion is a naturally occurring process, and Lake Michigan's shoreline is continually changing shape in response to it. The lake is at near-record-high levels and waves frequently attack the coastline. The Sheboygan-area Lake Michigan shoreline has already seen significant beach and bluff erosion as a result of recent powerful winter storms.

The City holds ownership and maintenance responsibility of the shoreline within the city limits. Numerous homeowners who have observed significant shoreline erosion adjacent to their lakeside residences have contacted the City over associated concerns. In response to these calls, the City Engineer, along with consulting firm engineers, conducted a preliminary reconnaissance of multiple priority sites on June 16, 2020. During the site visit they noted various erosional impacts and ultimately identified 11 high-priority locations that caused concern for infrastructure, private property, public amenities, coastal habitats, and the safety of the City's residents and visitors. These high-risk erosional areas display impacts such as shore slumping; old or worn infrastructure (armor stone, groins, and revetments that need to be repaired or replaced and stormwater outfalls that need to be relayed or covered); beaches, dunes, natural areas, and bluff vegetation that need to be re-established; and other issues.

2. **Project Description:**

- a. Describe the project for which funding is requested. Describe how the project will address the issue(s) outlined in the Background/Context section, above. Do NOT include information about tasks that are not part of the funding request.
- b. Describe how this project is part of an integrated effort or approach.

- a. This project will develop a Shoreline Restoration Plan to guide the City of Sheboygan in addressing shoreline erosion and impaired waterfront functions caused by wave energy, gravity, wind, changing lake levels, etc. The planning project will expand on the preliminary shoreline reconnaissance conducted in June 2020, in response to City staff and resident concerns. The purpose of the plan is to:
  - Identify restoration goals and objectives;
  - Identify existing programs, plans and policies that contribute to shoreline restoration;
  - Prioritize degraded areas; and
  - Provide a strategy for implementation of the Plan.

Additionally, this document will be intended as a basis for partnership between the City of Sheboygan and its citizens, businesses, property owners, governmental entities, and non-governmental organizations. The Plan will aim to ensure conservation, protection, enhancement and proper management of natural resources and shoreline, while providing for a balanced pattern of development and the needs of the City's citizens. The following tasks are included in the planning process:

**Coordination & Outreach:** A kick-off meeting will be held with City staff, engineers, and the public to align stakeholders on the project's goals, priorities, schedule, and preferred communication methods and frequency. During the meeting, the project team will explain and confirm first steps, goals, and discuss any initial known hurdles to overcome during the Shoreline Restoration Planning

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

process. City staff will identify critical aspects of the project and share their knowledge of the targeted shoreline areas. Public input will be solicited during the kick-off meeting and at Council meetings before final approval and adoption of the plan. The City's website will also keep residents and stakeholders updated on project status throughout the process, as well as post the final plan.

Shoreline Condition Evaluation: A preliminary assessment of shoreline conditions at locations throughout Sheboygan was performed on June 16, 2020. Verification of the condition of all shoreline areas to be addressed in the Plan will be required. Conditions will be evaluated through in-person observation and review of available relevant materials. These may include, but are not limited to, land surveys, bathometric surveys, geotechnical data, cultural resource reports, hazardous materials data, and historical photographs and videos. If existing materials are insufficient to evaluate the current shoreline conditions, the project team will obtain the necessary information through supplemental investigation and/or analyses. Observations and materials will be reviewed and discussed with project stakeholders in great detail. This information will be used to evaluate the shoreline restoration options in the planning document.

Analyzing the Options & Long-Term Plan Development: Once existing conditions are evaluated, the project team will analyze potential shoreline restoration options and develop a long-term strategy to carry them out over a timeline acceptable to project stakeholders. These will be summarized in the unified management Plan designed to protect, restore, and enhance shoreline areas at each of 11 high-risk, priority locations in the City. The Plan will emphasize infrastructure, private property, public amenities, coastal habitats, and safety and access for the City's residents and visitors.

Shorelines in their natural state are evolving, changing systems with a shoreline edge that constantly moves and adjusts to seasonal shifts as well as storm events. Such movement conflicts sharply with the inherent human need for stable and fixed boundaries (such as property lines). At each of the 11 identified sites to be addressed in this project, restoration strategies are likely to vary according to land use and other factors. Structural approaches will tend to remain the solution of choice along urbanized shoreline edges, except where opportunities for set-back or managed retreat exist and, therefore, enable incorporation of natural feature components. The Plan will include preliminary engineering to stabilize dunes and enhance existing natural features in some areas. The research will contain habitat restoration plans for re-vegetation in some shoreline areas to re-establish native flora. It will also include engineering that focuses on shoreline protection to prevent further erosion from rising lake levels. Ultimately, the effort will guide how to create, restore, manage, and maintain local shoreline areas along Lake Michigan.

The Plan will help the City identify the level of protection needed to preserve and restore natural or engineered habitats on specific sites. The City and project proponents may use Plan information to prioritize the types and locations for restoration and mitigation actions. Other conservation and restoration groups or agencies could also use the identified goals, objectives, and opportunities to guide their actions.

- b. Our project approach includes the exploration of a combination of restoration projects that are designed to maximize the benefits to the damaged natural and engineered resources in Sheboygan and meet the goals and objectives of the City, the County, and our residents and visitors. This

## Attachment A Grant Agreement # AD219129 – 022.17

integrated approach is a key element for the sustainable restoration of our shoreline areas. Our proposed coastal management actions will consider all aspects of the City's lakefront areas, including relevant policies and municipal, ecological, and geographical boundaries, use the informed participation and cooperation of all stakeholders to assess project and community goals, and evaluate and recommend targeted actions toward achieving those goals. While this planning effort will focus on 11 specific coastal locations selected for their high-risk potential and immediate need for action, the planning exercise and conclusions and recommendations developed will be transferrable to other coastal sites, lower in priority, which would also benefit from erosional impact mitigation. Both the City and the County could use approaches identified in the plan to further their coastal hazard mitigation efforts. Over the long-term, our shoreline restoration initiative will strive to balance environmental, economic, cultural, and recreational objectives.

**3. Impact on Coastal Resources:** Address all of the issues listed below as they relate to your project.

- a. Describe the coastal impacts of the project. How will the project address a coastal problem, need or priority?
- b. Describe the extent to which the project permanently addresses the problem or need.
- c. Describe how this project addresses priorities identified in local, state, regional, or national plans (such as remedial action plans, basin plans, Lakewide Area Management Plans, State of Wisconsin Hazard Mitigation Plan, county Land and Water Conservation Plans, et cetera), the priorities of the Conference of Great Lakes and St. Lawrence Governors and Premiers, or the Great Lakes Regional Collaboration Strategy.
- d. Describe the measurable results (give estimated benefits for all that apply) that you will be able to report. Use the suggested indicators listed below, or others that are appropriate to your project.

Type of Project	Suggested Indicators
Wetland Protection and Habitat Restoration	<ul style="list-style-type: none"> <li>• Acres of habitat restored or protected</li> </ul>
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> <li>• Reduction in tons of soil erosion/sedimentation</li> </ul>
Great Lakes Education	<ul style="list-style-type: none"> <li>• Number of people trained</li> <li>• Projected audience</li> </ul>
Coastal Resources and Community Planning	<ul style="list-style-type: none"> <li>• Number of municipalities included in a plan</li> <li>• Land area/coastline covered by the plan</li> <li>• Type of coastal resource (e.g., habitat) protected</li> <li>• Ordinances developed</li> </ul>
Public Access and Historic Preservation	<ul style="list-style-type: none"> <li>• Linear feet of coastline made accessible or acquired</li> <li>• Acres Acquired</li> </ul>

- a. Shorelines are a major feature in Sheboygan, providing valuable ecological, recreational, and cultural functions. For coastal communities like Sheboygan, the growing threat of large storms and rising lake levels are issues with serious implications and repercussions, already evident at the 11 lakefront locations this effort will focus on. While Lake Michigan has been at near-record-high levels, our shoreline has already seen significant beach and bluff erosion as a result of high water and recent powerful storms, causing concern for infrastructure, private property, public amenities, and coastal habitats, as well as for the safety of the City's residents and visitors. And, impacts from storm events will only be exacerbated by rising sea levels, as the deeper offshore water will allow increased wave energy to propagate onto our shoreline. These continuing threats to our City's most valuable resources need to be addressed immediately.

The Shoreline Restoration planning exercise is the first necessary step to address known coastal impacts to these lakefront areas, and will lead to deployment of shoreline mitigation measures that will restore and better protect our shoreline and adjacent resources from large storms and high-water. This project will establish management goals that promote restored shoreline function and a real and

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

meaningful strategy to implement restoration objectives, directly benefiting the City and its residents who live, work, and play along the shoreline.

- b. The coastal mitigation measures identified by the plan will ensure conservation, protection, enhancement and proper management of waterfront resources, while providing for a balanced pattern of development and the needs of City residents. The coastal improvements recommended in the plan will aim to permanently stabilize slopes and shorelines, protecting them from further erosion. In concert with sustainable structural solutions, ecological restoration will be incorporated to provide permanent and critical habitat areas.

While this planning effort will focus on 11 specific coastal locations selected for their degree of impact and immediate need to be addressed, the permanent solutions identified during the planning exercise will be transferrable to other, lower priority sites experiencing coastal erosion. Both the City and the County could use options identified in the plan to further their coastal hazard mitigation efforts for years to come.

- c. This planning project will address priorities outlined in Sheboygan County's Hazard Mitigation Plan, updated in 2014, and their draft 2020-2025 Draft Hazard Mitigation Plan. The County's Plans identify goals to collect and utilize data to identify appropriate mitigation projects and develop programs and policies designed to reduce or eliminate impacts of hazards on people and property. The following coastal hazards, that the Shoreline Restoration Plan will help address, are included in these plans:
1. Erosion of coastal bluffs, banks, beaches and near shore lake beds;
  2. Flooding from upland runoff, high lake levels and storm-induced surge;
  3. Damage to shorelines and shoreline structures from storm waves and ice shoves and dams;  
and
  4. Drownings from rip currents.

According to the Hazard Mitigation Plans, Sheboygan County is at "greatest risk" from coastal erosion and "medium risk" for coastal flooding that threatens homes and other structures along Lake Michigan. Based on this and the hazard statement frequency, the probability of coastal hazards is "very high" for Sheboygan County, and portions of the county along Lake Michigan, like the City of Sheboygan, are at greatest risk. The Hazard Mitigation Plan recognizes impacts to structures, critical facilities (all of which are in the City of Sheboygan), and the economy associated with coastal hazards, with a worst case scenario for potential dollar losses from coastal hazards in Sheboygan County of \$96.2M in private damages. This only involves damage to structures themselves, and may not account for damage to personal property inside or adjacent to vulnerable structures. Undertaking the Shoreline Restoration Plan is consistent with addressing the County's coastal hazard priorities, and will help to mitigate these threats and losses.

The project also addresses the goals of the City's Strategic Plan to improve quality of life by effectively maintaining infrastructure, natural resources, and community services in Sheboygan, as each of these are threatened at priority areas to be the focus of the Shoreline Restoration plan. In line with the Strategic Plan goals, the Shoreline Restoration exercise will evaluate areas of insufficiency and develop an action plan and improvement program that identifies and prioritizes the major projects necessary to meet community needs.

## Attachment A Grant Agreement # AD219129 – 022.17

- d. At its completion, the Shoreline Restoration Plan will provide mitigation and protection solutions for 11 sites that stretch across approximately 5.5 miles of City-owned Lake Michigan coastline. The Plan will benefit a variety of coastal resources, including public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers like Blue Harbor Resort (the largest resort on Lake Michigan), and ecologically-significant zones like coastal dunes and bluffs.

#### 4. Methodology and Timetable

- a. Provide a timeline (list, table, or chart) with grant and match-funded tasks and major milestones.  
**Your timeline may begin no earlier than July 1 (this includes activities that are to be counted as match funding).**
- b. Provide a list of work products or deliverables. Describe how you will develop the work products and/or achieve tasks. "Measurable results" from Section 3d should be incorporated into this section.
- c. Describe how the project will encourage public participation and how the final product(s) will be distributed (as appropriate). If the project requires public participation (by state or other regulations), does the project exceed minimum standards?
- d. For Public Access projects, please describe how the project incorporates planning for changing lake levels.

a. Project Schedule:

Coordination & Outreach	July 2021
Shoreline Condition Evaluation	July-December 2021
Options Analysis & Plan Development	December 2021-May 2022
Project Closeout (approval and adoption)	May-June 2022

- b. Deliverable: City of Sheboygan Shoreline Restoration Plan document focused on 11 sites across 5.5 miles of Lake Michigan coastline. The focus sites include public park and beach areas, private residence-adjacent coastline, a private yacht club and adjacent marina, lakefront municipal infrastructure, public trails, tourism drivers, and ecologically significant areas.
- c. A kick-off meeting will be held with City staff, engineers, adjacent landowners, and other stakeholders to align everyone on the project's goals, priorities, schedule, and preferred communication methods and frequency. Attendees will be informed of anticipated project tasks and goals, and given an opportunity to provide feedback and relevant information. The City's website will also keep residents and stakeholders engaged and updated on the project, as well as post the final plan. The Shoreline Restoration Plan will be presented at a public meeting for discussion and City approval, before formal adoption of the plan.
- d. NA; however the Shoreline Restoration Plan will include provisions for changing lake levels (one of the issues driving this planning process).

#### 5. Project Budget

- a. Provide a breakdown of the proposed project budget using Table 1. WCMP Grant projects with a total budget of \$60,000 or less require a 50% match (that is, 1 to 1). Projects with a total budget larger than \$60,000 require a 60% match (that is, 1 to 1.5). Applicants requesting more than \$100,000 should contact the WCMP while they develop their applications.
- b. Provide the rate and list items included in Fringe Benefits.
- c. Contractual costs must be itemized (if known) using Table 2. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.
- d. Each table must show proposed *total* cost in each category rounded to the nearest dollar.

Table 1: Budget (Required)

Activity ( <i>do not change categories</i> )	WCMP Request	Match	Total
Personnel ( <i>names required, if known</i> )	\$	\$	\$

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			
Contractual (complete Table 2)	\$25,000	\$25,000	\$50,000
Construction			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
<b>Totals</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$50,000</b>

Table 2: Contractual (Required if there is "Contractual" funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits <i>(provide rate and included benefits)</i>			
Equipment			
Travel			
Supplies			
Contractual			
Stakeholder / Public Involvement	\$4,250	\$4,250	\$8,500
Shoreline Condition Evaluation	\$7,150	\$7,150	\$14,300
Options Analysis & Long-Term Plan Development	\$13,600	\$13,600	\$27,200
Construction			
Other			
Indirect Charges <i>(requested indirect should not exceed 15% of total requested amount)</i>			
<b>Totals</b>	<b>\$25,000</b>	<b>\$25,000</b>	<b>\$50,000</b>

**6. Budget Description**

- a. Describe the composition and source of the matching funds. Indicate whether nonfederal matching funds have been secured or committed. Are all funding and activities counted as match in direct support of the project?
- b. Describe efforts to fully explore other grant funding sources, to establish the project's need for WCMP funding.
- c. Describe how the project will leverage additional funding, separate from the WCMP grant and match amounts.
- d. Describe any past WCMP-projects that are directly related to this project, if applicable. (For example, if WCMP provided past funding for site planning at a proposed public access project.)

- a. The City of Sheboygan has approved the required nonfederal \$25,000 match, in direct support of the project, via the Capital Improvements Program.
- b. Other funding programs were identified and vetted by the City and consultants, however based on the overall cost, timeline, and nature of the project, the CMP grant is the best fit for the Shoreline Restoration Plan development phase. It is expected elements recommended restoration actions identified in the plan will be eligible for other funding programs. Having a planning document

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prepared, with the support of the Wisconsin CMP, will better leverage the City's ability to apply for and secure additional grant funding to implement shoreline restoration actions.

- c. The development of a long-term shoreline restoration strategy, goals, and execution plan will be invaluable in leveraging funding from other programs for the implementation of the restoration and protection options selected for the City's priority Lake Michigan shoreline areas. The planning document will beneficially affect the City's ability to apply for and secure additional grant funding, as it will integrate community input, relevant plans, policies and regulations, City goals, site-specific needs, and the environment into a cohesive and well-thought out roadmap to move Shoreline Restoration activities forward. Additionally, part of the Shoreline Restoration Planning process includes developing a funding strategy appropriate for the recommended actions, dramatically increasing the City's ability to leverage additional funding separate from the WCMP.
- d. No past WCMP projects are directly related to this project.

**7. Bonus objectives.** Address all of the issues listed below as they relate to your project.

- a. Build partnership alliances with other organizations or agencies (describe their roles).
- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

- a. The City will continue to work with the various Sheboygan County departments including Planning & Conservation, Health & Human Services, and the Bay Lake Regional Planning Commission (BLRPC) to obtain technical advice, information, and feedback during the analysis, development of mitigation and repair options. Sheboygan County and BLRPC will be given the opportunity to participate in the planning process through the kick-off meeting and other public meetings, and afforded a chance to review the final Plan document before its final approval and adoption.
- b. Adjacent landowners, city residents, and other stakeholders will be involved and kept informed of input and feedback opportunities and the project's status throughout the Shoreline Restoration Plan process. It is a goal of the City to effectively and consistently maintain communication and encourage dialogue amongst residents, stakeholders, and governmental agencies to ensure the success and sustainability of the Plan and the shoreline restoration measures it recommends. The City and its selected consultant may develop marketing, outreach and education materials, such as a 2-page graphic project summary, to distribute at targeted steps throughout the planning process, namely during project kick-off and before final approval and adoption. Not only will these materials aim to educate the community about the project, we hope we can inspire, educate, and enable people to encourage a healthy and resilient coastal community in Sheboygan. Due to the COVID-19 public health crisis, the City will utilize and make available digital distribution and participation options to interested parties. Appropriate health and safety measures will be employed during public meetings, including mask requirements, social distancing, health screenings, and others.
- c. The strategies developed in this phase will be applicable to similar situations along Wisconsin's Lake Michigan shoreline. Through organizations like BLRPC and Sheboygan County, the City can distribute our Shoreline Restoration Plan to other waterfront communities, which may encourage coast-wide projects our solutions due to efficiencies gained from using our process and plan as a template for their own efforts.

**Attachment A**  
**Grant Agreement # AD219129 – 022.17**

d. The wider the variety of worldviews and experiences that inform our Shoreline Restoration planning process, the more likely it is that the resulting plan and implementation actions will be successful and address the needs and opportunities of even our community's most vulnerable. To encourage this variety of inputs, we must provide equitable access to engagement and encourage input from as much of the community as possible. To engage underrepresented members of the Sheboygan community, the City and project partners will identify who is underrepresented, discuss what factors would encourage their participation and what barriers would prevent it, and purposefully seek the perspective, expertise, and experience of those groups. Sheboygan will work with local partners to identify and set up engagement opportunities at places likely to run into a broad section of the community and invest time connecting with member organizations working with focus populations to multiply our reach. We will provide user-friendly materials and, if appropriate, address language barriers.

ATTACHMENT B

ACKNOWLEDGEMENTS FOR PROJECTS FUNDED BY THE WISCONSIN COASTAL  
MANAGEMENT PROGRAM

*1. For audio productions:*

Funding provided by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration.

*2. For video productions:*

On the screen, in color, all of the following:

Wisconsin Coastal Management Program wave logo with the words "Wisconsin Coastal Management Program"

National Oceanic and Atmospheric Administration gull logo with the words "National Oceanic and Atmospheric Administration"

*3. For printed documents and work products, including web-based publications:*

Wisconsin Coastal Management Program Logo (also available as electronic file):



National Oceanic and Atmospheric Administration Logo (also available as electronic file):



Required text acknowledgement:

Funded by the Wisconsin Coastal Management Program and the National Oceanic and Atmospheric Administration, Office for Coastal Management under the Coastal Zone Management Act, Grant # NA21NOS4190086.

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ATTACHMENT E

ENVIRONMENTAL DATA SHARING POLICY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT AND COMPREHENSIVE PLANNING GRANTS

**Geospatial Data Guidelines**

**Introduction**

For projects that receive federal funds for collection or production of geospatial data, grant recipients must provide expected data collection dates, type of collection, flight lines, etc. to the Department of Administration (DOA) as early as practicable before collection so that it can be shared with the National Oceanic and Atmospheric Administration (NOAA) office(s). For Coastal Management grants, recipients will submit this with their scope of work (Attachment A).

The grant recipient will register the data and planned acquisition activities in Geospatial Platform (geodata.gov) complying with OMB Circular A-16, Coordination of Geographic Information and Related Spatial Data Activities at: <https://www.whitehouse.gov/wp-content/uploads/2017/11/Circular-016.pdf#page=17> The grant recipient will document new geospatial data using the metadata standards developed by the Federal Geospatial Data Committee (FGDC), and if requested by NOAA provide standardized documentation electronically.

Environmental Data and Information produced under this grant agreement and made available to the public must be accompanied by the following statement: “These environmental data and related items of information have not been formally disseminated by NOAA, and do not represent and should not be construed to represent any agency determination, view, or policy.”

Environmental data and information collected and/or created under this grant agreement will be made visible, accessible and independently understandable to users in a timely manner (typically no later than two (2) years after the data are collected or created) 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 by security requirements.

WCMP grant recipients must submit their geospatial data with their final grant report to the Wisconsin Department of Administration.

**1. Metadata will be available explaining the data content and characteristics.**

- Current FGDC standards can be found at: <http://www.fgdc.gov/metadata/csdgm/>. Metadata that conforms to the proposed North American Profile of the International Organization for Standardization (ISO) 19115 is acceptable.
- Tools for metadata development:
  - Overview at the Federal Geographic Data Committee’s home page, <http://fgdc.gov>.
  - Plain language overview, <http://geology.usgs.gov/tools/metadata/tools/doc/ctc/>

Geospatial Metadata will identify the following:

Identification Information

Data set title, area covered, keywords, purpose, abstract, access and use restrictions included here.

Data Quality Information

Data quality includes horizontal and vertical positional accuracy, attribute accuracy and data set completeness of the data.

Spatial Data Organization Information

Raster, vector or indirect link to location included here.

Spatial Reference Information

Spatial information should include latitude/longitude, coordinate system or map projection. Data should be provided in a standard location referencing system.

Entity and Attribute Information

A table, data dictionary, or comparable document should explain attribute codes contained in the data or cites a reference for attribute definitions.

Distribution Information

Distributor, file format of data, off-line media types, on-line link to data, fees included here.

Metadata Reference

Include who created the metadata and when it was created.

**2. Data Sharing Guidelines**

Geo-referencing system

The preferred geo-referencing system is the Wisconsin Transverse Mercator based on the 1991 adjustment to the North American Datum of 1983.

For more information on geo-referencing see <https://www.sco.wisc.edu/coordinate-reference-systems/>

Means of transmittal

Media:

CD-ROM (preferred for large data sets, e.g., of approximately 10 megabytes or more in size)

Publications:

The final pre-publication manuscripts of scholarly publications produced with NOAA funding shall be submitted to the NOAA Institutional Repository at <https://repository.library.noaa.gov/> after acceptance, and no later than upon publication, of the paper by a journal.

Format

Fully compatible with ArcInfo®

For assistance in converting data into this format please contact:

Jim Giglierano, State Geographic Information Officer  
Wisconsin Department of Administration  
Email: [Jim.Giglierano@wisconsin.gov](mailto:Jim.Giglierano@wisconsin.gov)  
Phone: 608-267-6902

ATTACHMENT F

SCIENTIFIC INTEGRITY FOR  
WISCONSIN DEPARTMENT OF ADMINISTRATION  
COASTAL MANAGEMENT PROGRAM GRANTS

**A. General Guidelines**

Wisconsin Coastal Management Program (WCMP) promotes scientific integrity of research activities and management policies based on scientific research activities. WCMP discourages research bias, plagiarism, falsification, fabrication, and conflicts of interest. WCMP encourages transparency in research and policy decisions.

1. *Maintaining Integrity.* The recipient shall maintain the scientific integrity of research performed pursuant to this agreement 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.

2. *Peer Review.* The peer review of the results of scientific activities under the agreement shall be accomplished to ensure consistency with National Oceanic and Atmospheric Administration (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.

3. In performing or presenting the results of scientific activities under this agreement and in responding to allegations regarding the violation of scientific integrity or scientific and research misconduct, the recipient 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 <http://nrc.noaa.gov/ScientificIntegrityCommons.aspx>.

4. The recipient assumes the primary responsibility to prevent, detect, and investigate allegations of a violation of scientific integrity or scientific and research misconduct. The recipient shall promptly notify WCMP of any incidents of misconduct.

5. By executing this agreement, the recipient 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.

**B. Investigating Scientific Integrity or Scientific and Research Misconduct**

1. *Initiating Investigation.* If the recipient determines that there is sufficient evidence to proceed to an investigation, it shall notify WCMP and, unless otherwise instructed, shall:

a. Promptly conduct an investigation to develop a complete factual record and an examination of such record leading to either a finding regarding the violation of scientific integrity or scientific and research misconduct and an identification of appropriate remedies or a determination that no further action is warranted.

b. If the investigation leads to a finding regarding the violation of scientific integrity or scientific and research misconduct, obtain adjudication by a neutral third-party adjudicator. The adjudication must include a review of the investigative record and, as warranted, a determination of appropriate corrective actions and sanctions.

2. *Finalizing Investigation.* When the investigation is complete, the recipient shall forward to WCMP a copy of the evidentiary record, the investigative report, any recommendations made to the neutral third-party adjudicating official, that adjudicating official's decision and notification of any corrective action taken or planned, and the subject's written response (if any).

**C. Findings and Corrective Actions**

If the recipient finds that scientific integrity has been violated or scientific and research misconduct has occurred, it shall assess the seriousness of the misconduct and its impact on the research completed or in process and shall:

1. Take all necessary corrective actions, which includes, but are not limited to, correcting the research record, and, as appropriate, imposing restrictions, controls, or other parameters on research in process or to be conducted in the future;  
and
2. Coordinate remedial action.

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City officials to accept two grants from the Wisconsin Coastal Management Program.

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**REPORT PREPARED BY:** Joseph Kerlin, Parks & Forestry Superintendent

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**REPORT DATE:** July 20, 2021

**MEETING DATE:** July 27, 2021

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**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budget: N/A  
Expenditure:  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin: N/A  
Statutes:  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:** The Department of Public Works has applied for and has received two \$25,000 grants from the Wisconsin Coastal Management Program. Both grants are 50/50 matching grants so the State provides \$25,000 for each project and the Grantee provides \$25,000 for each project.

The first grant will be used to support the development of an updated Comprehensive Outdoor Recreation Plan. The plan is a five-year park and open space plan that consist mainly of capital expenditures. Keeping a current plan not only provides an assessment of recreational facilities and current needs but it also allows the city to be eligible for certain recreation grant programs administered through the Wisconsin Department of Natural Resources and other state/federal agencies. A consultant will be hired by the city to assist with this process with a completion date set for June 30, 2022.

The second grant will be used to develop a Shoreline Restoration Plan that establishes coastline management goals that address impaired waterfront functions. The planning process will include a shoreline condition evaluation and analysis of shoreline restoration options. A meaningful strategy will then be established to implement restoration objectives and guide improvements to shoreline function at degraded areas along the City's Lake Michigan coastline.

**STAFF COMMENTS:** Public Works staff is comfortable with the terms and conditions of the agreement and recommends accepting the grants.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 37-21-22 authorizing the appropriate City officials to accept two grants from the Wisconsin Coastal Management Program.

**ATTACHMENTS:**

- I. Res. No. 37-21-22
- II. Grant Agreements

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** An ordinance replacing the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street with stop signs at all four corners of the intersection of Geele Avenue and N. 15<sup>th</sup> Street.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** July 19, 2021

**MEETING DATE:** July 27, 2021

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**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budget Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:** Geele Avenue is currently being resurfaced from Calumet Drive to North 3<sup>rd</sup> Street. As part of this resurfacing project the City of Sheboygan Engineering staff did a Traffic Study to determine if traffic signals were still needed at this intersection. A Traffic Study reviews existing pedestrian traffic, existing vehicular traffic, and accident history in the last five years. This study determined that traffic signals were no longer needed and that the intersection would operate efficiently and safely as a four-way stop.

**STAFF COMMENTS:** Since the Traffic Study determined that the intersection of Geele Avenue and N. 15<sup>th</sup> Street would operate efficiently and safely as a four-way stop staff recommends the removal of the traffic signals and installing a four-way stop.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Gen. Ord. 13-21-22 an ordinance replacing the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street with stop signs at all four corners of the intersection of Geele Avenue and N. 15<sup>th</sup> Street.

**ATTACHMENTS:**

- I. Gen. Ord. No. 13-21-22

*A*

6.3

Gen. Ord. No. 13 - 21 - 22. By Alderpersons Dekker and Perrella.  
July 19, 2021.

AN ORDINANCE replacing the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street with stop signs at all four corners of the intersection of Geele Avenue and N. 15<sup>th</sup> Street.

THE COMMON COUNCIL OF THE CITY OF SHEBOYGAN DO ORDAIN AS FOLLOWS:

Section 1. Gen. Ord. No. 125-82-83, which-among other things-authorized the installation of a traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street, is hereby repealed with respect to the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street.

Section 2. Pursuant to Section 118-51 of the Municipal Code entitled "Erection of Official Signs," stop signs shall be added requiring eastbound and westbound traffic to stop on Geele Avenue at the intersection of Geele Avenue and N. 15<sup>th</sup> Street and stop signs shall be added requiring northbound and southbound traffic to stop on N. 15<sup>th</sup> Street at the intersection of N. 15<sup>th</sup> Street and Geele Avenue.

Section 3. The Department of Public Works and the Police Department are hereby authorized and directed to remove the traffic-control light signal at the intersection of Geele Avenue and N. 15<sup>th</sup> Street, and to add appropriate signs to give notification of the aforementioned change.

Section 4. All ordinances or parts thereof in conflict with the provisions of this ordinance-including Gen. Ord. No. 125-82-83 to the extent it conflicts with this ordinance-are hereby repealed to the extent of such conflict, and this ordinance shall be in effect from and after its passage and publication.

*PN*

*Dean Dekker*  
\_\_\_\_\_  
*Grant Perrella*  
\_\_\_\_\_

I HEREBY CERTIFY that the foregoing Ordinance was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

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**ITEM DESCRIPTION:** A resolution authorizing the appropriate City officials to execute an Easement for Torginol, Inc. (Parcel Numbers 59281479081, 59281479084 and 59281479085).

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** July 22, 2021

**MEETING DATE:** July 27, 2021

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**FISCAL SUMMARY:**

Budget Line Item: N/A  
Budget Summary: N/A  
Budget Expenditure: N/A  
Budgeted Revenue: N/A

**STATUTORY REFERENCE:**

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:** Torginol Inc. currently owns two parcels of land adjacent to each other located in the Sheboygan Industrial Park. The Torginol Company would like to construct a driveway between the two parcels to increase the efficiency and safety of their facility. The City of Sheboygan has a 50-foot-wide drainage easement between the two properties, therefore Torginol needs an easement from the City to construct a driveway over this City drainage easement. The driveway will be built with the proper culvert sizes so that drainage throughout the Industrial Park is not impeded.

**STAFF COMMENTS:** City staff has reviewed the easement documentation and proposal, and supports the request by Torginol, Inc.

**ACTION REQUESTED:** Motion to recommend the Common Council approve Res. No. 38-21-22 authorizing the appropriate City officials to execute an Easement for Torginol, Inc. (Parcel Numbers 59281479081, 59281479084 and 59281479085).

**ATTACHMENTS:**

- I. Res. No. 38-21-22
- II. Easement

III

Res. No. 38 - 21 - 22. By Alderpersons Dekker and Perrella.  
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to execute an Easement for Torginol, Inc. (Parcel Numbers 59281479081, 59281479084 and 59281479085).

RESOLVED: That the Mayor and City Clerk are hereby authorized and directed to execute and deliver an Easement regarding Parcel Numbers 59281479081, 59281479084, and 59281479085, a copy of which is attached hereto, to Torginol, Inc.

BE IT FURTHER RESOLVED: That for the avoidance of doubt, the City Engineer shall have the authority to approve the design of the culvert system referenced in the Easement.

*Dean Dekker*

*Grady Perrella*

PO

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor

**EASEMENT**

THIS INDENTURE made this \_\_\_\_\_ day of \_\_\_\_\_, 2021, by and between the City of Sheboygan, Wisconsin, a municipal corporation of the State of Wisconsin, "GRANTOR," and Torginol, Inc., "GRANTEE";

W I T N E S S E T H:

KNOW ALL MEN BY THESE PRESENTS that the said GRANTOR, in consideration of one dollar (\$1.00) and other valuable consideration, and the covenants hereinafter contained, hereby grants to GRANTEE, its agents, employees, and invitees, an easement for transportation purposes over the portion of GRANTOR's existing drainage easement described in Exhibit A.

RETURN TO:

City Attorney  
828 Center Ave., Suite 210  
Sheboygan, WI 53081

In exchange for this easement, GRANTEE covenants to do the following at its expense:

1. To install and maintain (including any and all necessary cleaning and repairs), a culvert system approved by GRANTOR of sufficient size to allow GRANTOR to continue effectively managing water drainage in this location.
2. To construct any driveway placed in the easement area described in Exhibit A in accordance with the City of Sheboygan Engineering Department's required specifications.
3. To maintain any driveway placed in the easement area described in Exhibit A.
4. To promptly remove the culvert system and any driveway placed in the easement area described in Exhibit A upon termination of this easement.

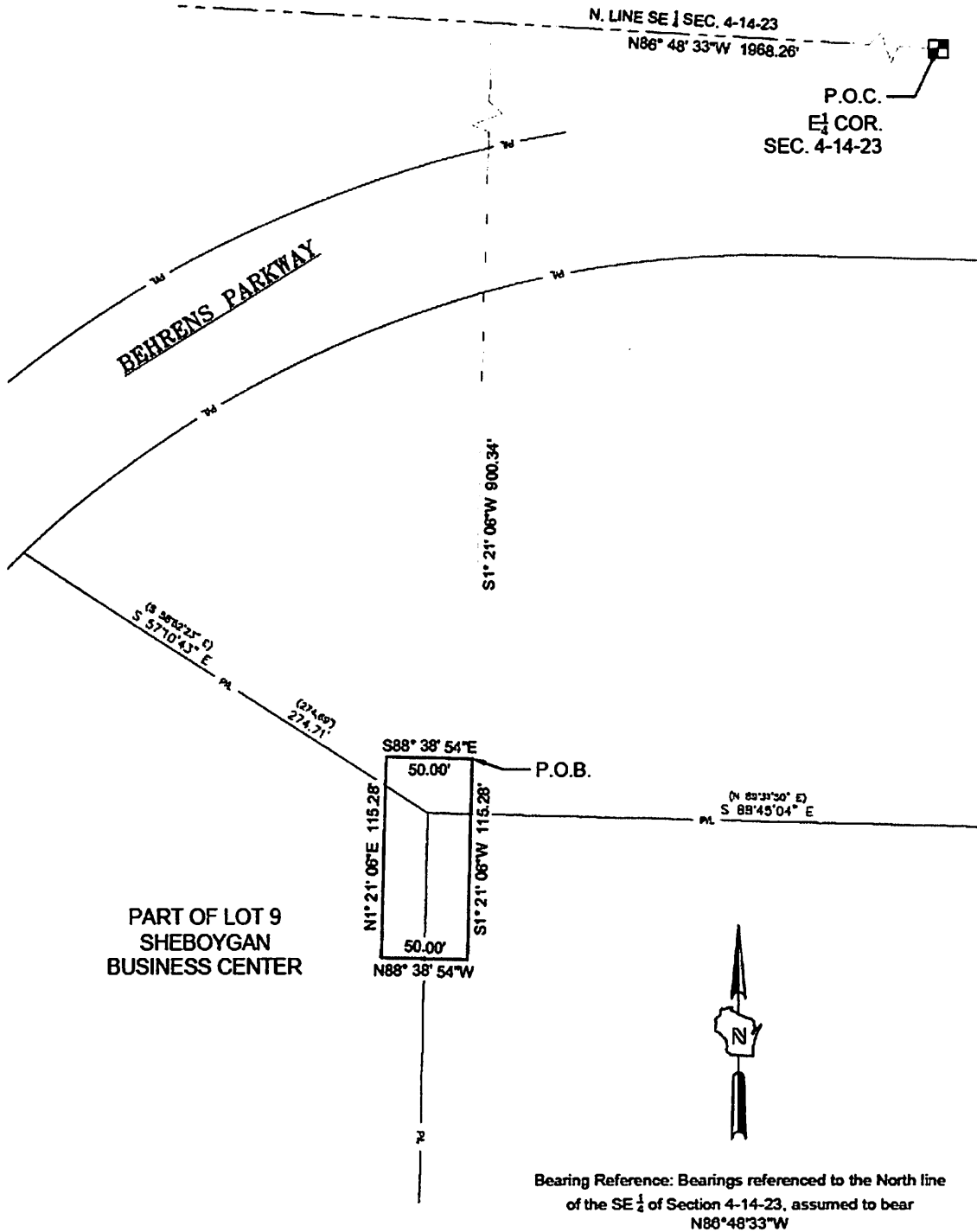
59281479081, 59281479084,  
and 59281479085  
Parcel Ident. Nos.

The GRANTEE is also granted the associated necessary rights to carry out the covenants listed above.





EXHIBIT A



**THE SIGMA GROUP**  
 Signal Source Sound Solutions  
 www.theSIGMAGroup.com  
 1300 West Canal Street  
 Milwaukee, WI 53233  
 Phone: 414-643-4200  
 Fax: 414-643-4210



PROJECT NUMBER 20074 DRAFTED BY BMR 6-02-2021

Exhibit \_\_\_\_\_

## LEGAL DESCRIPTION

That part of Lot 9, in Sheboygan Business Center, in the Northwest 1/4 of the Southeast 1/4 of Section 4, Town 14 North, Range 23 East, in the City of Sheboygan, Sheboygan County, Wisconsin, bounded and described as follows: Commencing at the East 1/4 corner of said Section 4; thence North 86°48'33" West, 1968.26 feet along the north line of said Southeast 1/4 section; thence South 1°21'06" West, 900.34 feet to the point of beginning; continue thence South 1°21'06" West, 115.28 feet; thence North 88°38'54" West, 50.00 feet; thence North 1°21'06" East, 115.28 feet; thence South 88°38'54" East, 50.00 feet to the point of beginning. Contains 5,764 square feet of land, more or less.

**CITY OF SHEBOYGAN**

**REQUEST FOR PUBLIC WORKS COMMITTEE CONSIDERATION**

---

**ITEM DESCRIPTION:** A resolution authorizing the appropriate City officials to enter into an Addendum to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

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**REPORT PREPARED BY:** Ryan Sazama, City Engineer

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**REPORT DATE:** July 22, 2021

**MEETING DATE:** July 27, 2021

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**FISCAL SUMMARY:**

**STATUTORY REFERENCE:**

Budget Line Item: 60134110-649200  
Budget Summary: Wastewater –  
Sanitary Equipment  
Replacement  
Budget Expenditure: \$30,000.00  
Budgeted Revenue: N/A

Wisconsin Statutes: N/A  
Municipal Code: N/A

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**BACKGROUND / ANALYSIS:** In 2020 the Department of Public Works hired Foth Infrastructure and Environment, LLC to analyze the existing 1936 sanitary interceptor sewer located along the south side Lake Michigan shoreline. The analysis and all needed repairs have been identified. The next step in the design process is to acquire all necessary easements from adjacent property owners so the needed work/repairs can be completed. The attached Addendum will approve the necessary funding to acquire the needed easements.

**STAFF COMMENTS:** The Department of Public Works has been working with Foth Infrastructure and Environment LLC since 2020 on the analysis of the 1936 sanitary interceptor sewer located along the south side Lake Michigan shoreline. Based on the consultant’s qualifications and experience City staff felt that Foth Infrastructure and Environment, LLC. is the most qualified for this next design phase.

**ACTION REQUESTED:** Motion to recommend the Common Council adopt Res. No. 39-21-22 authorizing the appropriate City officials to enter into an Addendum to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

**ATTACHMENTS:**

- I. Res. No. 39-21-22
- II. Agreement for services

III

Res. No. 39 - 21 - 22. By Alderpersons Dekker and Perrella.  
July 19, 2021.

A RESOLUTION authorizing the appropriate City officials to enter into an Addendum to the contract with Foth Infrastructure and Environment, LLC for design services related to the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

RESOLVED: That the appropriate City officials are hereby authorized to enter into an Addendum with Foth Infrastructure and Environment, LLC in substantially similar form to that attached, for title research related to the design of the South Side Interceptor System (SIS) Rehab/Access Road/Shoreline Protection Program.

BE IT FURTHER RESOLVED: That the appropriate City officials may draw funds, not to exceed \$30,000, from Account No. 60134110-649200 in payment of this Addendum.

AD

Dean Dekker  
Grant Perrella

I HEREBY CERTIFY that the foregoing Resolution was duly passed by the Common Council of the City of Sheboygan, Wisconsin, on the \_\_\_\_\_ day of \_\_\_\_\_, 20\_\_\_\_.

Dated \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, City Clerk

Approved \_\_\_\_\_ 20\_\_\_\_. \_\_\_\_\_, Mayor



Project Title: SIS Rehab Access Rd/Shoreline Design FOTH Project Number: 21S042.00  
 CLIENT Purchase Order#: 310090  
 (If applicable)

This Addendum (in addition to and subject to the conditions contained in the Agreement for Services dated **February 3, 2021**), (hereinafter "Addendum"), is made and entered into **3rd** day of **August, 2021** by and between **FOTH INFRASTRUCTURE & ENVIRONMENT, LLC**, (hereinafter "Consultant") and **City of Sheboygan**, (hereinafter "Client"), for the services described under the Scope of Services (the "Services").

CLIENT: City of Sheboygan – Department of Public Works  
 Address: 2026 New Jersey Avenue Sheboygan, WI 53081-4714  
 Phone No: 920-459-3368 Email Address: Ryan.Sazama@sheyboyganwi.gov

**Scope of Services:** Client hereby agrees to retain Consultant to perform the following Services:  
 Title research for 30 properties found to be impacted by the 30% design plans for the SIS rehab project. Title reports consist of: 20, Residential Letter Reports; 7 Commercial Letter Reports and 3 Full 100-year searches (Knight Barry fee estimated at \$4,000). Field survey to establish control for the descriptions, and Individual easement descriptions and exhibits for each of the private properties (24 properties according to the 30% design) impacted by the SIS access road/revetment.

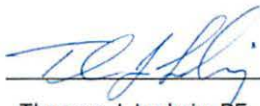
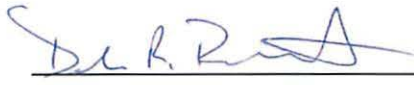
**Schedule:** Services shall be performed according to the following schedule:  
 Knight Barry anticipates completion of the title reports by the end of July, 2021. Easement descriptions and exhibits anticipated to be completed by the end of August, 2021.

**Compensation:** In consideration of these Services, the Client agrees to pay Consultant compensation as follows:  
 Lump-Sum in the amount of \$           .00  
 Unit Cost/Time Charges (Standard Rates) with a total amount estimated between \$24,000 to \$30,000  
 Other as stated here:

**Special Conditions (if any):**  
 None.

**Entire Agreement:** This Addendum, along with other approved Addendums, together with and subject to the Agreement for Services referenced above, constitutes the entire understanding between the parties with respect to the subject matter hereof. This Addendum may be modified by subsequent written addenda mutually agreeable by both parties.

IN WITNESS WHEREOF, this Agreement is accepted on the date last written below, subject to the terms and conditions above stated and the provisions set forth herein.

<p><b>CLIENT</b></p> <p>Signed: _____</p> <p>Name (printed): _____</p> <p>Title: _____</p> <p>Date: _____</p>	<p><b>FOTH INFRASTRUCTURE &amp; ENVIRONMENT, LLC</b></p> <p>Signed:  _____</p> <p>Name (printed): <u>Thomas J. Ludwig, PE</u></p> <p>Title: <u>State Operations Director</u></p> <p>Date: <u>8/3/21</u></p> <p>Signed:  _____</p> <p>Name (printed): <u>Dale R. Broeckert, PE</u></p> <p>Title: <u>Senior Project Manager</u></p> <p>Date: <u>8/3/21</u></p>
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