



CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WI
COMMON COUNCIL MEETING
TUESDAY, FEBRUARY 3, 2026 AT 6:30 P.M.
Port Washington City Hall, 100 W. Grand Avenue
Port Washington, WI 53074
Council Chambers

AMENDED AGENDA

1. ROLL CALL

2. PLEDGE OF ALLEGIANCE TO THE FLAG

3. PUBLIC COMMENTS/APPEARANCES

Individuals wishing to speak during Public Comments will be limited to a maximum of three (3) minutes per speaker. The Common Council, at its discretion, may limit the total time for Public Comment to a maximum of 30 minutes for each Public Comment period.

4. CONSENT AGENDA

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

A. Approve Minutes of Previous Meeting

5. MAYOR'S BUSINESS

- A. Proclamation for Crossing Guard Recognition Week**
- B. Update from Police and Fire Commission- Charter Presentation**
- C. Mayor's Updates**

6. OFFICERS/STAFF REPORT

- A. Update from City Administrator**

7. FROM STANDING COUNCIL COMMITTEES

A. GENERAL GOVERNMENT AND FINANCE COMMITTEE

- 1. Consideration and Possible Action for Approval of the Updated Paramedic Intercept Agreement**

- 2. Consideration and Possible Action on the Adoption of Resolution 2026-01: Approving 2026 Budget Amendments for Deferred Capital Projects**

8. FROM CITY BOARDS/COMMISSIONS

9. UNFINISHED BUSINESS

10. NEW BUSINESS

A. Consideration and Possible Action on a Grant Agreement with the Wisconsin Department of Administration Wisconsin Coastal Management Program

11. PUBLIC COMMENTS/APPEARANCES

Individuals wishing to speak during Public Comments will be limited to a maximum of three (3) minutes per speaker. The Common Council, at its discretion, may limit the total time for Public Comment to a maximum of 30 minutes for each Public Comment period.

12. CONVENE INTO CLOSED SESSION per Wis. Stat. § 19.85(1)(g) for the purpose of conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved.

13. RECONVENE INTO OPEN SESSION to take action relating to closed session discussions or deliberations, if any.

14. ADJOURNMENT

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

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



CITY OF PORT WASHINGTON, OZAUKEE COUNTY, WI
COMMON COUNCIL MEETING
TUESDAY, JANUARY 20, 2026 AT 6:30 P.M.
Port Washington City Hall, 100 W. Grand Avenue
Port Washington, WI 53074
Council Chambers

MINUTES

1. **ROLL CALL-** Mayor Ted Neitzke IV convened the meeting of the Common Council at 6:30 p.m. Members present were Alderpersons Deborah Postl, Paul Neumyer, Michael Gasper, Dan Benning, and Jonathan Pleitner. Alderperson Pat Tearney attended via phone. Alderperson Mary Lou Mueller was absent and excused. Also present was City Administrator Melissa Gossett, Director of Administration/City Clerk Susan Westerbeke, City Attorney Matt Nugent, Public Works Director Rob Vanden Noven, and Director of Planning and Development Bob Harris.
2. **PLEDGE OF ALLEGIANCE TO THE FLAG-** The Pledge of Allegiance was recited.
3. **PUBLIC COMMENTS/APPEARANCES-** The Mayor reviewed the protocol for public comments. Three residents and three non-residents provided comments.
4. **CONSENT AGENDA**
 - A. **Approve Minutes of Previous Meeting**
 - B. **Accept December Monthly Invoices**

MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO ACCEPT AND APPROVE THE CONSENT AGENDA AS PRESENTED. Motion carried unanimously.
5. **MAYOR'S BUSINESS**
 - A. **Mayor's Updates-** The Mayor asked the City Clerk to confirm the Proclamation and Mayor's Letter was sent to the Public Service Commission (PSC) supporting the alternative power line route. The City Clerk confirmed they were both sent to the PSC by certified letter and the returned receipt was received so they will be able to include this information when holding their hearing. The Mayor thanked the neighboring communities for their support of the alternative power line route as well. The City Administrator provided an update on the oversight of truck traffic in the construction zone. The Mayor worked with sixth grade students from Thomas Jefferson Middle School to present their research and proposed solutions related to bluff retention, Sauk Creek behind their school, and controlling invasive species at an upcoming Council meeting. The Mayor thanked Governor Evers for last week's visit to Port Washington touring the data center construction site and the various spots throughout the city which were improved with the contributions from state grants.
6. **OFFICERS/STAFF REPORT**
 - A. **Monthly Department Reports-** Reports were delivered in writing.
 - B. **Update on Public Safety Building Project-** The Public Works Director provided an update on the public safety building.
 - C. **Update from City Administrator-** None.
7. **FROM STANDING COUNCIL COMMITTEES**
 - A. **GENERAL GOVERNMENT AND FINANCE COMMITTEE**
 1. **Consideration and Possible Action on Approval of Original Alcohol License for "Class B Liquor and Class "B" Beer and Annual Cabaret License for Salt at Newport Shores, LLC, Roger Erickson-Agent (324 N. Lake Street)-** The Director of Administration/City Clerk reported on the alcohol license application. General Government and Finance Committee recommended approval of this license. MOTION MADE BY ALD. PLEITNER, SECONDED BY ALD. BENNING TO APPROVE THE ORIGINAL ALCOHOL LICENSE FOR "CLASS B LIQUOR" AND CLASS "B" BEER AND ANNUAL CABARET LICENSE FOR SALT AT NEWPORT SHORES, LLC, ROGER ERICKSON-AGENT AT 324 N. LAKE STREET AS PRESENTED. Motion carried unanimously.

8. FROM CITY BOARDS/COMMISSIONS

A. PLAN COMMISSION

1. Consideration and Possible Action on Tax Incremental Financing Request for Pier Street Landing Mixed Use Residential Development (115 E. Pier Street)- The City Administrator reviewed the project proposal. Staff recommends entering into negotiations to prepare a Developers Agreement and bringing a draft back to Council for review. The City Treasurer/Finance Director reported that this TID 2 is anticipated to close in 2031, and this project may extend its closing until 2032. Discussion was held. MOTION BY ALD. BENNING, SECONDED BY ALD. POSTL TO DIRECT STAFF TO PURSUE A DEVELOPER'S AGREEMENT WITH THE DEVELOPER AND REPORT BACK TO COUNCIL AT A FUTURE MEETING. Motion carried unanimously.

B. BOARD OF PUBLIC WORKS

1. Consideration and Possible Action on Acquiring AquaHawk Software to Enable Customer Login to Track and/or Receive Alerts of Water Usage- Water Utility and Wastewater Utility Superintendent Dan Fisher was present to report on the new software. The water meter change-out is 95 percent complete. The updated water meters are necessary to utilize the proposed water monitoring program. This program allows customers to create their respective portal at no charge which will monitor water usage and receive alerts for their accounts. The Board of Public Works recommended approval. Discussion was held. MOTION MADE BY ALD. BENNING, SECONDED BY ALD. POSTL TO APPROVE ACQUIRING AQUAHAWK SOFTWARE TO ENABLE CUSTOMER LOGIN TO TRACK AND/OR RECEIVE ALERTS OF WATER USAGE AS PRESENTED. Motion carried unanimously.

9. UNFINISHED BUSINESS- None.

10. NEW BUSINESS- None.

11. PUBLIC COMMENTS/APPEARANCES- None.

12. MOTION TO CONVENE INTO CLOSED SESSION per Wis. Stat. § 19.85(1)(c) for the purpose of considering employment, promotion, compensation and other terms and conditions of employment or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility, to-wit: City Administrator's Performance Review- The Mayor read the closed session item. MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO CONVENE IN CLOSED SESSION AT 7:20 P.M. ROLL CALL VOTE TAKEN, AYE: POSTL, NEUMYER, GASPER, BENNING, PLEITNER, TEARNEY. Motion carried unanimously.

13. RECONVENE INTO OPEN SESSION to take action relating to the closed session discussions, if any.- MOTION MADE BY ALD. TEARNEY, SECONDED BY ALD. NEUMYER TO RECONVENE IN OPEN SESSION AT 7:49 P.M. ROLL CALL VOTE TAKEN, AYE: POSTL, NEUMYER, GASPER, BENNING, PLEITNER, TEARNEY. Motion carried unanimously.

14. ADJOURNMENT- MOTION MADE BY ALD. POSTL, SECONDED BY ALD. NEUMYER TO ADJOURN THE MEETING AT 7:50 P.M. Motion carried unanimously.

Respectfully Submitted,
Susan L. Westerbeke, Director of Administration/City Clerk

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Mark Emanuelson, Finance Director

DATE: February 3, 2026

SUBJECT: Consideration and Possible Action for Approval of the Updated Paramedic Intercept Agreement

ISSUE: Should the city approve the updated Paramedic Intercept Agreement?

STAFF RECOMMENDATION: Staff recommends approval of the updated Paramedic Intercept Agreement.

RECOMMENDED MOTION: “I move to recommend the approval of the updated Paramedic Intercept Agreement, including the addition of any other municipalities that the city may service to under this agreement, OR “Move to approve staff’s recommendation.”

BACKGROUND/DISCUSSION: Periodically agreements for intergovernmental services are reviewed and updated to meet current needs or changing circumstances. The attached memo from the Fire Department outlines their processes during this review. The fiscal impact of this new agreement is anticipated to be nominally favorable to the city depending on the frequency of services provided.

This agreement was recommended for approval by the Police & Fire Commission on December 8, 2025

STRATEGIC PLAN:

1. **Strategic Direction:** Ranking Priorities to Identify Funding Sources
2. **Impact on Strategic Direction:** Updating fees regularly helps to ensure that the city recovers the increasing costs of providing these services.

LEGAL:

1. **City Attorney Review:** N/A
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT:

1. **Amount of Recommendations/Cost of Project:**
 - Initial Project Cost Estimate: N/A
 - Approved Budget Project Cost: N/A
 - Prior Year Expenditures: N/A
 - Total Project Costs to Date: N/A
2. **Source of Funding:** N/A
3. **Operating and Maintenance Cost:** N/A

BOARD/COMMITTEE/COMMISSION RECOMMENDATION:

Recommended for approval by the Police & Fire Commission on December 8, 2025.

Recommended for approval by the General Government and Finance Committee on January 20, 2026.

PUBLIC OUTREACH: N/A

IF APPROVED, NEXT STEPS: None.

ATTACHMENTS:

- Memo from the Fire Chief to the Police and Fire Commission
- Proposed update Paramedic Intercept Agreement



UPDATED PARAMEDIC INTERCEPT AGREEMENT

RECOMMENDATION

The department recommends approval of the updated paramedic intercept agreement for multiple jurisdictions within the county to establish consistent terms and billing practices across all municipalities.

RATIONALE

The department has been providing paramedic intercepts to multiple jurisdictions throughout the county since the inception of our paramedic service. A paramedic intercept is a deployment model in which a paramedic unit meets a basic life support ambulance to provide advanced life support interventions when the patient's condition requires a higher level of care. Currently, these services are governed by a patchwork of separate contracts, each with different terms, reimbursement structures, and operational expectations for the receiving agencies. This variation has created inconsistencies in how intercepts are billed, documented, and executed across the county.

Most existing agreements use a shared reimbursement model in which the receiving agency bills the patient at an elevated rate because advanced life support services were provided by our paramedics. After the insurer or patient remits payment, the revenue is split 50/50 between the Fire Department and the transporting agency. While this approach once served as a practical solution, it has resulted in inconsistent reimbursement amounts, delayed payment cycles tied to insurance processing, fluctuating revenue based on insurer decisions, substantial administrative effort, and difficulty projecting revenue due to variability in insurance coverage and collection rates.

The updated agreement creates uniformity in how paramedic intercept services are delivered and billed by replacing this patchwork of individualized contracts with a single, standardized countywide framework. The transition to a flat-rate billing model provides predictable, stable reimbursement that does not depend on insurance outcomes or patient ability to pay. This model strengthens financial planning, enhances budget reliability, and minimizes administrative workload by eliminating the need for revenue sharing, insurance follow-up, and reconciliation between agencies. Flat-rate billing also enables faster, more consistent invoicing and allows the department to recover costs in a timely and transparent manner.

The agreement also introduces reimbursement for patient contacts that do not result in transport. This is a significant improvement, as the Fire Department assumes clinical, operational, and legal risk whenever paramedics assess, treat, or support a patient on scene, even when the transporting agency completes transport without the paramedic onboard. By compensating these no-transport interactions, the agreement aligns reimbursement with the actual work performed and acknowledges the expertise and liability the department contributes during these responses.

PROCESS

The department collaborated with other departments, city staff, and participating jurisdictions to develop an updated paramedic intercept agreement that establishes a consistent and modernized framework for all agencies involved. As part of this work, the review identified several existing countywide or interdepartmental agreements such as those between Fredonia and Waubeka Fire Departments and between Cedarburg and Southern Ozaukee Fire Departments that contain terms which supersede individual agency contracts and are reflected in the updated fee schedule.



The updated agreement incorporates a department to department billing process, which is more efficient and eliminates unnecessary delays created by insurance providers. This approach allows the intercepting agency to be reimbursed directly for the care and skills provided, regardless of insurance coverage, patient billing outcomes, or collection timelines. This creates a more reliable and timely reimbursement process for all participating jurisdictions.

In addition to standardizing the agreements for agencies receiving our paramedic intercept services, this process also establishes a formal structure for partner jurisdictions to provide intercepts to our department when needed. This ensures that when staffing levels or operational demands indicate the need for additional ALS care and only a BLS ambulance is available, there is a clear mechanism for obtaining ALS resources from neighboring agencies. Creating reciprocal agreements strengthens regional cooperation and enhances the ability to deliver timely and appropriate clinical care across jurisdictional boundaries.

IMPACT

The financial impact of the updated paramedic intercept agreement is centered on establishing fair and predictable flat rate fees. The proposed rates were developed using the department's average number of intercepts over the past few years to ensure the fees reasonably reflect the cost of providing ALS services. These figures were compared with what neighboring departments generate for similar services, and the proposed rate is consistent with those comparisons. For example, the West Bend Fire Department charges the same rate included in this agreement.

While we are still awaiting EMS|MC's (third-party billing company) final financial projection, early estimates indicate the updated flat-rate structure will generate more revenue than the previous agreement.

The agreement also includes an annual review of the fee schedule. This ensures the rate remains appropriate over time and can be adjusted as needed to reflect changes in service demand, operational costs, or regional standards. Regular review supports stable, long term financial planning for both the department and participating jurisdictions.

NEXT STEPS

The updated paramedic intercept agreement has been reviewed by the City Administrator and by most participating departments, with feedback still pending from Fredonia and Southern Ozaukee. If approved by the Police and Fire Commission, the proposal will proceed to the General Government and Finance Committee for further consideration. Once approvals are secured, EMS|MC will be provided with the updated information needed to implement the revised fee structure and billing process. An additional contract will need to be completed with Random Lake Ambulance Service because they operate outside the Ozaukee County agreement. Implementation of the agreement is planned for the 2026 budget year.

ATTACHMENTS

1. Draft Copy of the Ozaukee County Paramedic Intercept Agreement.

INTERGOVERNMENTAL COOPERATION AGREEMENT FOR PARAMEDIC INTERCEPT SERVICES

This Intergovernmental Cooperation Agreement (“Agreement”) is entered into as of the 31st day of January, 2026 by and between the Cedarburg Fire Department, Ozaukee Central Fire Department (Villages and Towns of Grafton and Saukville), Port Washington Fire Department, Fredonia Fire Department, Southern Ozaukee Fire & EMS Department (City of Mequon and Village of Thiensville), and Waubeka Fire Department (each a “Party,” and collectively, the “Parties”).

For purposes of this Agreement:

- Any Party requesting Paramedic-level care or assistance shall be referred to as the “Requesting Agency.”
- Any Party providing Paramedic-level care or assistance shall be referred to as the “Intercepting Agency.”

The Parties acknowledge and agree that any Party may serve as either the Requesting Agency or the Intercepting Agency depending on the circumstances of the incident and operational needs at the time.

This Agreement establishes cooperative procedures for the provision of Paramedic Intercept Services consistent with Wisconsin law and administrative code requirements.

1. Purpose

The purpose of this Agreement is to provide a cooperative framework to ensure that patients receive Advanced Life Support (ALS) care when such services are not available through the Requesting Agency or where the Requesting Agency is not licensed or staffed to provide Paramedic-level care.

This Agreement outlines the responsibilities of the Parties in providing ALS intercept support across jurisdictional boundaries in a consistent, safe, and compliant manner. It also reflects a unified commitment to serving taxpayers and all Ozaukee County residents while keeping costs down and maintaining the highest level of service.

2. Authority

This Agreement is executed pursuant to:

- Wisconsin Statutes § 66.0301, authorizing municipalities to jointly exercise powers and share services.
- Wisconsin Statutes § 256.35(9)(a), requiring EMS vehicles dispatched through a 911 system to render aid outside their normal jurisdiction when necessary.
- Wisconsin Administrative Code § DHS 110.34(10), requiring EMS providers to maintain mutual-aid or coverage agreements with adjacent services.
- Wisconsin Administrative Code § DHS 110.40, governing Paramedic Intercept Services.

Under DHS 110.40, the Intercepting Agency shall:

1. Be licensed and authorized to provide ALS care.
2. Ensure that intercept services do not interfere with its primary 911 response responsibilities.
3. Maintain and communicate an availability schedule if services are not provided 24/7.

The Intercepting Agency shall comply with all applicable state and federal laws, administrative rules, and operational plan requirements.

3. Requests for Paramedic Intercept

Requests for Paramedic Intercept may be initiated automatically through Emergency Medical Dispatch (EMD) determinants or by on-scene personnel when Advanced Life Support (ALS) intervention is indicated.

The Requesting Agency shall ensure timely communication with the Intercepting Agency using established dispatch or radio procedures. If the Intercepting Agency is unavailable due to staffing, coverage, or operational constraints, it shall notify the Requesting Agency immediately. The Requesting Agency shall then request assistance from the next appropriate ALS-capable agency in accordance with local protocols.

The Intercepting Agency may decline a request for Paramedic Intercept if, in the reasonable judgment and discretion of the Fire Chief or the ranking officer in charge at the time, responding to the request would excessively compromise or place in unwarranted jeopardy the safety, staffing, or response capabilities of the Intercepting Agency's own jurisdiction. In such event, the Intercepting Agency shall promptly notify the Requesting Agency of its decision and may, when practical or feasible, assist the Requesting Agency in identifying or requesting assistance from another appropriate service provider.

No liability shall be attributed to or assumed by the Intercepting Agency, or its officers, employees, or agents, for declining, failing to render, or withdrawing Paramedic Intercept Services pursuant to this Agreement, consistent with the liability, indemnification, and governmental immunity provisions set forth in Section 6.

Once a request for Paramedic Intercept is accepted, it is generally expected that the response will be carried through to completion unless operational, safety, or staffing conditions change and require withdrawal. Oversight of such decisions shall remain with the Fire Chiefs or their designees to promote consistency and equitable application of this Agreement.

4. Medical Direction and Patient Care

All patient care performed under this Agreement shall be conducted in accordance with approved medical direction, established operational plans, and approved protocols.

The Intercepting Agency shall operate under the authority and protocols of its Medical Director, who provides oversight for all Advanced Life Support (ALS) activities as required by Wis. Admin. Code § DHS 110.35. Once the Intercepting Agency assumes ALS-level care, it shall be responsible for the assessment and treatment of the patient in accordance with those protocols. In the event of a conflict between the protocols of the Intercepting Agency and those of the Requesting Agency, the Intercepting Agency's Medical Director and associated protocols shall take precedence.

If patient care is transferred back to the Requesting Agency, the Requesting Agency shall continue care under the authority and medical direction of its own Medical Director in accordance with its approved operational plan. Any transition of care shall be clearly documented in the associated patient care report.

All personnel providing services under this Section shall remain under the employment, supervision, and medical authority of their employing agency, consistent with Section 6 of this Agreement.

The Intercepting Agency shall be entitled to access records, reports, and data retained by the Requesting Agency that relate to incidents and patient care, including telemetry when applicable, for the sole purpose of quality assurance, quality improvement, or training. Such information may be transferred via paper copy or secure electronic means and shall be handled in compliance with the Health Insurance Portability and Accountability Act of 1996 (HIPAA) and all other applicable confidentiality laws.

5. Billing and Reimbursement

The Requesting Agency, or its billing contractor, shall be responsible for billing the patient using its Medicare provider number.

The Intercepting Agency may bill the Requesting Agency directly for:

1. Transport with the Requesting Agency or on-scene resuscitation; or
2. On-scene ALS assessment or treatment without transport.

Fees shall be billed in accordance with the schedule set forth in Appendix A. Billing should be completed within thirty (30) days of the service date, and payment shall be due within sixty (60) days of the invoice date.

All payments made under this Agreement represent the reasonable fair market value of the services provided and shall not be conditioned upon or related to the referral or recommended referral of patients, pursuant to the Medicare Anti-Kickback Statute (42 U.S.C. § 1320a-7b(b)) and applicable state law.

Intercept fees shall be reviewed annually by the Fire Chiefs or their designee, and written notice of any change shall be provided at least sixty (60) days prior to annual renewal.

Nothing in this Section shall be construed to alter or expand any agency's liability, employment responsibilities, or indemnification obligations, which are governed exclusively by Section 6 of this Agreement.

6. Liability and Insurance

Each participating agency shall maintain appropriate liability, vehicle, professional, and other insurance coverage, or lawful self-insurance, consistent with state and local requirements and sufficient to cover operations performed under this Agreement.

Each agency shall be solely responsible for the compensation, supervision, insurance, benefits, and liabilities of its own personnel and equipment, including but not limited to workers' compensation coverage, unemployment insurance, employee benefits under Chapter 40 of the Wisconsin Statutes, and any other employee protections required by law.

Personnel providing services under this Agreement shall, for all purposes, be deemed to be acting within the scope of their duties for their employing agency or municipality and shall remain employees of that agency at all times. Nothing in this Agreement shall be construed to create an employer-employee relationship between or among the agencies.

Each agency agrees to indemnify and hold harmless the other participating agencies and their respective officers, employees, and agents from and against any and all claims, demands, damages, losses, liabilities, costs, and expenses, including reasonable attorney's fees, arising out of or related to the acts or omissions of the indemnifying agency, its officers, employees, or agents in connection with the performance of this Agreement.

All participating agencies acknowledge that they are governmental entities entitled to all rights, defenses, limitations, and immunities available under common law and Wisconsin law, including but not limited to Wis. Stat. §§ 893.80 and 895.46. Nothing in this Agreement shall be construed as a waiver of any such rights, defenses, limitations, or immunities.

It is the intent of the agencies that this Agreement promote cooperative service delivery and mutual aid without transferring risk or assuming liability on behalf of another agency. At all times while personnel or equipment of any agency are traveling to, from, or operating within the geographical boundaries of another agency pursuant to this Agreement, such personnel and equipment shall be deemed to be acting in the line and scope of duty of their employing agency and engaged in a governmental function.

This Section shall survive the termination or expiration of this Agreement.

7. Term and Termination

This Agreement becomes effective on the date first written above and shall automatically renew on October 1 of each year unless terminated in accordance with this Section.

Any agency may terminate its participation in this Agreement by providing sixty (60) days written notice to the Fire Chief and the municipal clerk of each participating agency.

This Agreement may be terminated immediately upon written notice by any agency upon the occurrence of any of the following:

1. Loss of its license or Medicare or Medicaid certification; or
2. The filing of a voluntary petition of bankruptcy, an assignment for the benefit of creditors, or other action seeking relief from creditors under federal or state bankruptcy law.

Termination of this Agreement shall not relieve any agency of obligations incurred prior to the effective date of termination, including payment obligations and those provisions expressly stated to survive termination, including Section 6.

If any provision of this Agreement is determined to be invalid, illegal, or unenforceable, such determination shall not affect the validity or enforceability of the remaining provisions, which shall remain in full force and effect.

This Agreement shall be governed by and construed in accordance with the laws of the State of Wisconsin. This Agreement may be amended only by a written instrument executed by all participating agencies.

8. Entire Agreement and Execution

This Agreement constitutes the entire agreement among the participating agencies regarding the provision of Paramedic Intercept Services and supersedes any prior intergovernmental cooperation agreements, whether written or oral, relating to the same subject matter.

Nothing in this Agreement shall be construed to prohibit any agency from entering into other fire protection, emergency medical service, or intergovernmental cooperation agreements. In the event of a conflict between this Agreement and another agreement addressing Paramedic Intercept Services, the terms of this Agreement shall control.

This Agreement may be amended only by a written instrument executed by all participating agencies.

This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, and all of which together shall constitute one and the same instrument. Signatures transmitted by electronic means, including facsimile or email, shall be deemed valid and enforceable as original signatures.

By signing below, each participating agency acknowledges review and acceptance of the terms of this Agreement and affirms compliance with Wis. Stat. § 66.0301, Wis. Admin. Code § DHS 110.34(10), and Wis. Admin. Code § DHS 110.40.

Municipality	Representative	Title	Signature / Date
Southern Ozaukee Fire Department	David Bilak	Fire Chief	
Cedarburg Fire Department	Jeffery Vahsholtz	Fire Chief	
Central Ozaukee Fire Department	Willam Rice	Fire Chief	
Port Washington Fire Department	Joseph DeBoer	Fire Chief	
Fredonia Fire Department	Brian Weyker	Fire Chief	
Waubeka Fire Department	Jason Caswell	Fire Chief	

Appendix A. Fee Schedule

1. Transport with the Requesting Agency or on-scene resuscitation care provided by the Intercepting Agency.

Intercepting Receiving → ↓	So. Ozaukee	Cedarburg	Ozaukee Central	Port Washington	Fredonia
So. Ozaukee	-	\$0.00	\$400.00	\$400.00	\$400.00
Cedarburg	\$0.00	-	\$400.00	\$400.00	\$400.00
Ozaukee Central	\$400.00	\$400.00	-	\$400.00	\$400.00
Port Washington	\$400.00	\$400.00	\$400.00	-	\$400.00
Fredonia	\$400.00	\$400.00	\$400.00	\$400.00	-
Waubeka	\$400.00	\$400.00	\$400.00	\$400.00	\$0.00

2. Assessment or other on-scene ALS care provided by the Intercepting Agency without transport.

Intercepting Receiving → ↓	So. Ozaukee	Cedarburg	Ozaukee Central	Port Washington	Fredonia
So. Ozaukee	-	\$0.00	\$200.00	\$200.00	\$200.00
Cedarburg	\$0.00	-	\$200.00	\$200.00	\$200.00
Ozaukee Central	\$200.00	\$200.00	-	\$200.00	\$200.00
Port Washington	\$200.00	\$200.00	\$200.00	-	\$200.00
Fredonia	\$200.00	\$200.00	\$200.00	\$200.00	-
Waubeka	\$200.00	\$200.00	\$200.00	\$200.00	\$0.00

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Mark Emanuelson, Finance Director / Treasurer

DATE: February 3, 2026

SUBJECT: Consideration and Possible Action on the Adoption of Resolution 2026-01: Approving 2026 Budget Amendments for Deferred Capital Projects

ISSUE: Should the city adopt resolution 2026-01 approving 2026 budget amendments for deferred capital projects?

STAFF RECOMMENDATION: Staff recommends adoption of resolution 2026-01 approving 2026 budget amendments for deferred capital projects.

RECOMMENDED MOTION: “I move to recommend approval of resolution 2026-01 approving 2026 budget amendments for deferred capital projects. OR “Move to approve staff’s recommendation.”

BACKGROUND/DISCUSSION: The proposed 2026 budget was prepared by staff in September 2025. At that time, there were a number of approved 2025 capital projects that were not budgeted to be deferred until 2026. While funding has been secured for these items, staff is recommending that a formal 2026 budget amendment be adopted due to the number and scope of these projects. This process would also provide the appropriate budgetary authorizations in 2026 to track these expenditures for budgetary compliance.

These items were taken to the Board of Public Works on January 13th and recommended for approval to continue and to authorize the completion of these activities in 2026 through a formal budget amendment. The attached memo to the Board of Public Works summarizes those requests.

The attached resolution 2026-01 details the specific budget amendments requested.

STRATEGIC PLAN:

1. **Strategic Direction:** Ranking Priorities to Identify funding sources
2. **Impact on Strategic Direction:** Budgetary compliance.

LEGAL:

1. **City Attorney Review:** N/A
2. **Legal Comments & Conclusions:** N/A
3. **Statutory References:** N/A

FISCAL IMPACT:

- 1. Amount of Recommendations/Cost of Project:** N/A
- 2. Source of Funding:** Same as authorized in 2025
- 3. Operating and Maintenance Cost:** N/A

BOARD/COMMITTEE/COMMISSION RECOMMENDATION:

Recommended by the Board of Public Works on January 13, 2026

Recommended by General Government and Finance Committee on January 20, 2026

PUBLIC OUTREACH: N/A

IF APPROVED, NEXT STEPS: The 2026 budget will be updated.

ATTACHMENTS:

Memo from the Board of Public Works agenda on January 13, 2026

Resolution 2026-01 to amend the 2026 budget.

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Board of Public Works

FROM: Rob Vanden Noven, Director of Public Works

DATE: January 13, 2026

SUBJECT: Consideration and Possible Action on Proposed 2026 Budget Amendments to Complete Projects Budgeted for 2025

ISSUE: Should the Board of Public Works (BPW) recommend to the General Government and Finance Committee (GGF) that certain projects budgeted for 2025 but not completed in 2025 be carried over to the 2026 budget?

STAFF RECOMMENDATION: Staff recommends that the 2026 budget be amended as follows:

<u>Budget Item</u>	<u>2025 Budget</u>	<u>Current 2026 Budget</u>	<u>Proposed Amended 2026 Budget</u>	<u>Notes</u>
Marina Fish Cleang Sta	\$75,000	\$0	\$75,000	Project delayed to 2026
ULP Horizontal Drains	\$100,000	\$0	\$100,000	Project delayed to 2026
Library HVAC	\$275,000	\$0	\$200,000	Completion date moved
Library Improvements	\$1,092,000	\$0	\$350,000	Completion date moved
City Hall HVAC	\$25,000	\$0	\$25,000	Delayed to 2026
Downtown Street lights	\$26,500	\$0	\$26,500	Delayed to 2026
Sewer Lining	\$450,000	\$450,000	\$850,000	Not completed in 2025
Sidewalk Replacement	\$115,000	\$115,000	\$230,000	Combine 2025&2026
Hill School BBall Ct	\$65,000	\$0	\$65,000	Delayed to 2026
Creek Crossings	\$170,000	\$70,000	\$240,000	Combined Powers & MSC
Bike Trail Paving	\$0	\$0	\$50,000	Local share on 50/50 grant

RECOMMENDED MOTION: I move to approve the staff recommendation and recommend the proposed amendments to the 2026 budget to the General Government and Finance Committee.

BACKGROUND/DISCUSSION:

The reasons for the proposed amendments are as follows:

Marina Fish Cleaning Station – The work to install permeable pavers or other drainage system around the fish cleaning station was postponed until 2026 due to the search for grants and workload delaying the project to 2026.

ULP Horizontal Drains – This project is 40% funded by the Wisconsin Coastal Management Program. WCMP utilizes federal funds for this grant. Awards were delayed until December 2025.

Library HVAC – Project will be completed in January 2026 rather than December 2025. This is NOT a cost overrun.

Library Improvements - Project will be completed in January 2026 rather than December 2025. This is NOT a cost overrun.

City Hall HVAC - Bassett is under contract to install new controllers to the HVAC system in City Hall, but will begin in January rather than December 2025 as originally anticipated.

Downtown Street lights – Award was made to Powrtek, but design work has not begun.

Sewer Lining - Work began in 2025, but the majority of the work will be completed in early 2026, and there will be another annual project in 2026.

Sidewalk Replacement - Bid was rejected in 2025. The 2026 annual project will be combined with 2025.

Hill School BBall Ct – Project delayed to 2026.

Creek Crossings – The project to eliminate a Sauk Creek crossing by extending the Powers St. sewer is being delayed until 2026, and combined with the 2026 engineering for improving sewer crossings in Mineral Springs Creek.

Bike Trail Paving – This budget item is being added to fund the 50% local share of the Ozaukee Interurban Bike Trail resurfacing in 2026 that is being managed by Ozaukee County. The section of the trail that will be paved is between Sauk Rd and CTH LL. It will be funded through Capital Reserves.

STRATEGIC PLAN:

1. **Strategic Direction:** Creating Accountability Through Policies and Procedures
2. **Impact on Strategic Direction:** The process of amending the current year budget to reflect the status of new or carried over projects follows good accounting practices and greater transparency in operations.

LEGAL:

1. **City Attorney Review:** No
2. **Legal Comments & Conclusions:**
3. **Statutory References:**

FISCAL IMPACT:

1. **Amount of Recommendation/Cost of Project:** See staff recommendation and Background.
Initial Project Cost Estimate:
Approved Budget Project Cost:
Prior Year Expenditures:
Total Project Costs to Date:
2. **Source of Funding:**
3. **Operating and Maintenance Cost:**

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: N/A

PUBLIC OUTREACH: None

IF APPROVED, NEXT STEPS: This will be taken to the Finance Committee on January 20.

ATTACHMENTS:

**CITY OF PORT WASHINGTON, WISCONSIN
RESOLUTION 2026-01**

RESOLUTION TO AMMEND THE 2026 BUDGET

WHEREAS, the Common Council approved the proposed 2026 budget on November 4, 2025; and,

WHEREAS, there were numerous specified items appropriated in the 2025 budget that were not completed in 2025, nor included in the 2026 budget; and,

WHEREAS, under section 41-2(E) of city code; any such appropriation shall continue in such force until the purpose for which it was made shall have been accomplished or abandoned; and,

NOW, THEREFORE, BE IT RESOLVED, by the Common Council of the City of Port Washington that the 2026 budget shall be amended to include and specify the following items:

<u>Project name</u>	<u>current budget</u>	<u>proposed budget</u>	<u>GL account</u>
2025 Sidewalk program	\$0	\$115,000	42-42-58500-5107
ULP Horizontal Drains	\$0	\$100,000	42-42-58500-5109
Hill School Basketball Court	\$0	\$65,000	42-42-58500-5321
City Hall HVAC Controls	\$0	\$25,000	42-42-58500-5325
Library HVAC Systems	\$0	\$200,000	42-42-58500-5327
Library Improvements	\$0	\$350,000	42-42-58500-5328
Downtown Street Light Design	\$0	\$26,500	42-42-58500-5709
2025 Sewer Lining	\$425,000	\$850,000	04-04-64700-5390
2025 Creek Crossings	\$70,000	\$240,000	04-04-64700-5410
Marina Fish Cleaning Station	\$0	\$75,000	05-05-74545-5405

Passed and adopted this _____ day of _____, 2026.

Theodore Neitzke IV, Mayor

ATTEST:

Susan L. Westerbeke, City Clerk

AGENDA ITEM MEMORANDUM

City of Port Washington

TO: Common Council

FROM: Roger Strohm, City Engineer

DATE: February 3, 2026

SUBJECT: Consideration and Possible Action on a Grant Agreement with the Wisconsin Department of Administration Wisconsin Coastal Management Program

ISSUE: Should the Common Council approve a grant agreement with the Wisconsin Department of Administration (DOA) to provide partial funding for drain line installation in Upper Lake Park to help stabilize the bluff?

STAFF RECOMMENDATION: Staff recommends that the Common Council approve the grant agreement.

RECOMMENDED MOTION: I move to approve the agreement with DOA for installation of drain lines in Upper Lake Park.

BACKGROUND/DISCUSSION:

The city has performed a study of the bluff stability (2022) and developed plans (2023) for stabilizing the bluff partially funded with grants from DOA's coastal management program. There are two primary actions of bluff failure. One is reduction of friction because of water movement through the bluff and out the face. The second is toe erosion caused by high lake levels and subsequent wave action.

This grant will partially fund the first phase of the bluff stability implementation and address the first failure type.. This project is the installation of drain lines to intercept the silt seams in the bluff and direct the water in those seams to the toe of the bluff.

The city budgeted to complete this project during 2026.

STRATEGIC PLAN:

- 1. Strategic Direction:** Ranking Priorities to Identify Funding Sources
- 2. Impact on Strategic Direction:** Acceptance of this grant and entering into an agreement with DOA provides for 40% of the project funding.

LEGAL:

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

FISCAL IMPACT:

1. Amount of Recommendation/Cost of Project:

Initial Project Cost Estimate: \$100,000

Approved Budget Project Cost: \$100,000

Prior Year Expenditures: \$0

Total Project Costs to Date: \$0

2. Source of Funding: Grant (40%) and Capital Reserves (60%)

3. Operating and Maintenance Cost:

BOARD/COMMITTEE/COMMISSION RECOMMENDATION: None

PUBLIC OUTREACH: Bluff stabilization has been discussed at previous council and board of public works meetings

IF APPROVED, NEXT STEPS: Execute the agreement, assemble the bid package for the project, and advertise for bids.

ATTACHMENTS:

Grant Agreement.

**GRANT AGREEMENT
BETWEEN THE

STATE OF WISCONSIN
DEPARTMENT OF ADMINISTRATION
DIVISION OF INTERGOVERNMENTAL RELATIONS
WISCONSIN COASTAL MANAGEMENT PROGRAM

AND

CITY OF PORT WASHINGTON**

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 PORT WASHINGTON** (“Grantee”) with a UEI Number of HMBEJA9Y3K65, for the Performance Period of July 1, 2025 through December 31, 2026. This agreement is effective on the date of signature by the State of Wisconsin.

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 **Forty Thousand Dollars (\$40,000.00)** and the Grantee agrees to provide **Sixty Thousand Dollars (\$60,000.00)** 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 PORT WASHINGTON

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

BY: _____
Theodore Neitzke

BY: _____
Dawn Vick

TITLE: Mayor

TITLE: Administrator

DATE: _____

DATE: _____

This page intentionally left blank

GENERAL TERMS AND CONDITIONS

ARTICLE 1. CONTRACT ADMINISTRATION

The Division employee responsible for the administration of this Agreement shall be **Lauren Leckwee**, 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 **Robert Vanden Noven**, 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, 2025** through **December 31, 2026** (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 **NA24NOSX419C0009**. 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 **40%** of the total cost or not to exceed **Forty Thousand Dollars (\$40,000.00)**. The Grantee shall provide **60%** of the total cost, or **Sixty Thousand Dollars (\$60,000.00)**. 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 submitted electronically.

- 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/State-Single-Audit-Guidelines-\(SSAG\).aspx](https://doa.wi.gov/Pages/State-Single-Audit-Guidelines-(SSAG).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 one copy in digital/electronic format 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

This page intentionally left blank

Attachment A

Grant Agreement # AD249145 – 025.32

1. Type of Project (check one):	<input type="checkbox"/> Coastal Wetland Protection and Habitat Restoration <input type="checkbox"/> Nonpoint Source Pollution Control <input type="checkbox"/> Coastal Resources and Community Planning <input type="checkbox"/> Great Lakes Education <input checked="" type="checkbox"/> Public Access and Historic Preservation
2. Project Title (max. 15 words): Upper Lake Park/North Beach Bluff Stabilization	
3. Organization applying: City of Port Washington	5. Unique Entity Identifier: HMBEJA9Y3K65
4. Contact Person and Organization's Address: Robert J. Vanden Noven <hr/> 100 W. Grand Ave. <hr/> Port Washington, WI 53074-0307 <hr/> <i>Nine-digit zip code required</i> Phone: 262-268-4267 Email: rvandenoven@portwashingtonwi.gov	6. Primary County where project is located: Ozaukee
	7. Other Counties where project is located: N/A
	8. Congressional District #: 6
	9. State Senate District #: 20
	10. State Assembly District #: 60
11. Total Project Cost: \$100,000	
12. WCMP Share: \$40,000	14. WCMP Percent of Total Project Cost: 40 %
13. Applicant Share: \$60,000	15. Applicant Percent of Total Project Cost: 60 %

16. Brief Summary of the Project (300 word maximum) Consider completing this portion of the application last, to summarize your proposal.

a. Project Description (1-2 paragraphs)

<p>Port Washington's Upper Lake Park, with more than 30 acres of playgrounds, picnic areas, a beer garden, and open spaces, offers sweeping views of Lake Michigan nearly 100 feet above the sandy shoreline and North Beach, below. The park is used by residents and out-of-town visitors, including hikers and bicyclists from the nearby Ozaukee Interurban Trail. A street around the park area provides a scenic drive, access to the park, beach, and restrooms, as well as ample parking.</p> <p>Due to wave erosion from high lake levels and a saturated sand and silt seam within the bluff profile, the bluff is failing at an accelerated rate. A major bluff slide in June 2022 covered a large portion of the beach in wet clay soils and made the beach unsafe for recreational use. The street that goes through Upper Lake Park is currently as close as 10 feet from the edge of the bluff in one area and is also at risk of failure.</p> <p>With funding from the Wisconsin Coastal Management Program, the City and its consultant, Miller Engineers and Scientists, are currently performing final engineering work to stabilize the bluff and improve public access to Lake Michigan from the park above and the beach below. The project being proposed in this application is for the installation of drainage pipes in the bluff to dewater the sand seams that make the bluff unstable. The installation of drainage pipes would be the first phase of a multi-phase project to stabilize the bluff and allow for future grading and re-vegetating the southern portion of the presently bare and unstable bluff face, installation of a traversing pedestrian paved pathway, supported by a buried revetment and beach nourishment to protect the shoreline and improve recreational usage of the beach.</p>

b. Project Tasks/Deliverables (title and 1-2 sentence description for each task/deliverable) The project should have at least one task. If there are more than five tasks, please combine tasks if possible and/or provide additional detail in the Methodology section.

Task/Deliverable	Description
1. Public Outreach	1. The City will host at least one public meeting explaining the proposed project and the long term goals for access.
2. Website	2. Information about the proposed project and long range goals for park access will be included on the City's website.
3. Project Completion	3. When completed, this project will include the installation of multiple drainage lines to help stabilize the bluff, providing for more reliable beach access.
4.	4.
5.	5.

Example

Task/Deliverable	Description
1. Report	1. A final report containing the findings and recommendations of the project will be completed and distributed to participants and local decision-makers.
2. Public Outreach	2. The organization will host at least five public meetings.
3. Website	3. A website will include information about public meetings. Any plans and reports will be published on the website.
4.	4.

Attachment A

Grant Agreement # AD249145 – 025.32

5.	5.
----	----

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

Port Washington’s Upper Lake Park, with more than 30 acres of playgrounds, picnic areas, a beer garden, and open spaces, offers sweeping views of Lake Michigan nearly 100 feet above the sandy shoreline and North Beach, below. The park is used by residents and out-of-town visitors, including hikers and bicyclists from the nearby Ozaukee Interurban Trail. A street around the park area provides a scenic drive, access to the park, beach, and restrooms, as well as ample parking.

Due to wave erosion from high lake levels and a saturated sand and silt seam within the bluff profile, the bluff is failing at an accelerated rate. A major bluff slide in June 2022 covered a large portion of the beach in wet clay soils and made the beach unsafe for recreational use. The street that goes through Upper Lake Park is currently as close as 10 feet from the edge of the bluff in one area and is also at risk of sudden failure.

Utilizing a grant from the Wisconsin Coastal Management Program, the City is currently working with its consultant on final engineering and design of improvements to stabilize the bluff and improve lake access. Preliminary engineering results recommend “Installing several directionally drilled subsurface drainage lines to intercept groundwater that is seeping from natural sand and silt strata located below mid-height in the southernmost portion of the bluff that has been least stable. These should be installed at least several months before bluff excavation begins.” The City is requesting funding to install these subsurface drainage lines.

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 and its consultant, Miller Engineers and Scientists, is currently performing final engineering and design work that includes drainage lines to stabilize the Upper Lake Park bluff and improve public access to Lake Michigan by reducing bluff instability and reducing the frequency of bluff failures which frequently block access to the water and create a safety hazard. Funding is requested for construction of the drainage lines.

b. This project integrates soil boring and groundwater geotechnical data produced from work performed in 2013 and 2014 (the work was funded by a WCMP grant) with the schematic engineering work that is being performed in 2022-23, utilizing grant funding from the Fund for Lake Michigan with assistance from the Lakeshore Natural Resources Partnership (LNRP), and a 2023-2024 WCMP grant to engineer and design bluff stabilization and beach access improvements. Improved access within the park is included in the 2022 Port Washington Comprehensive Outdoor Recreation Plan (CORP). This project builds upon previous public access projects that have been constructed in the past, including the construction of a stairway to the beach in 2009, and beach access improvements around the wastewater treatment plant in 2015.

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. How will results of the project be sustained after the funding period ends? What will the long-term impacts of the project be?
- 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. For plan or ordinance updates, explain the need for the revisions. Updates to comprehensive plans must provide details on the activities or topics that would not be addressed without WCMP funding.
- 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"> • Acres of habitat restored or protected
Nonpoint Source Pollution Control	<ul style="list-style-type: none"> • Reduction in tons of soil erosion/sedimentation
Great Lakes Education	<ul style="list-style-type: none"> • Number of people trained • Projected audience
Coastal Resources and Community Planning	<ul style="list-style-type: none"> • Number of municipalities included in a plan • Land area/coastline covered by the plan

Attachment A

Grant Agreement # AD249145 – 025.32

Public Access and Historic Preservation

- Type of coastal resource (e.g., habitat) protected
- Ordinances developed
- Linear feet of coastline made accessible or acquired
- Acres Acquired

- Port Washington’s North Beach is centrally located in Ozaukee County which has the highest rates of Lake Michigan shoreline recession along the west coast of Lake Michigan. Storm wave erosion during periods of highwater levels erode the base of bluff which initiates successive progression of landslides that continue even during low water periods and present a safety hazard. Additionally, this location contains saturated silt and sand seams within the bluff which further aggravates bluff stability. Usable width of beach that is safe from landslides can be provided even during high water levels by cutting back the bluff to a stable slope, redirecting surface and subsurface water, installing a modest scale of revetment along the cut back bluff toe, and “nourishing” the beach with appropriate quantity of locally quarried gravelly sand that matches the composition of the existing meager amount of beach material. Without first installing drainage lines that will redirect subsurface water, the public will continue to be deprived of Lake Michigan access and beach use.
- Installing several directionally drilled subsurface drainage lines will permanently intercept groundwater that is seeping from natural sand and silt strata located below mid-height in the southernmost portion of the bluff that has been least stable. The long-term effect will be a bluff that is less susceptible to failure and provides more reliable access to Lake Michigan. It is a necessary first step towards the goal of future park and beach access improvements including cutting back the bluff and installing a pathway connecting the park and beach.,
- This project to restore and improve public access to Lake Michigan is a high priority of Port Washington that benefits both its citizens and visitors. Construction of a new, off-street pedestrian path in Upper Lake Park is contained in the City’s 2022-2026 Comprehensive Outdoor Recreation Plan (CORP).
- Results will be directly observable in terms of less frequent landslides along the approximately 800 lineal feet of bluff that will be affected, providing more reliable access to Lake Michigan.

4. Methodology and Timetable

- 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).
- Provide a list of tasks 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.
- 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?
- For Public Access projects, please describe how the project incorporates planning for changing lake levels.

- Advertisement for bidding – January 9, 2025; Bid opening January 30, 2025; Begin construction April 1, 2025. Complete construction May 31, 2025.
- Tasks will include the installation of approximately three, 4 inch drainage lines in the bluff directly above the North Beach access point in Upper Lake Park. Fewer landslides, reduced bluff recession, fewer beach closures will be expected.

c. Efforts to engage the public in this project have already been performed during the 2022 Love our Great Lakes Day event. The event included a site visit to Upper Lake Park to discuss the unique geologic and shoreline features of this site, and outline the components included in the initial conceptual plan provided to the City of Port Washington. Public participation will continue to be incorporated through regular public meetings.

In addition to local participation, communication will also be ongoing with Wisconsin Department of Natural Resources to comply with the permitting requirements for shoreline projects.
- Bluff recession and landslides tend to vary in frequency relative to episodic lake level changes, however, the proposed project to install subsurface drainage lines to remove subsurface water from mid-height sand strata will not be affected by changing lake levels.

5. Project Budget

- Use the separate Microsoft Excel document, Budget Table, to develop the budget** Fill out all of the tabs of the workbook. Transcribe (or copy and paste) the information into Table 1, below. Please contact WCMP staff with questions.

Provide a breakdown of the proposed project budget in **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.

Attachment A

Grant Agreement # AD249145 – 025.32

- b. Provide additional budget details. Include personnel names, fringe rates/benefits, calculations, equipment and supplies descriptions, travel details, indirect rate and calculation, and other items as needed.
- c. Contractual costs must be itemized (if known) using Table 2.
- d. Applicant may also provide further budget details using additional categories/sub-categories in the Table 3 or in another format, if necessary.

For all tables, round to the nearest dollar.

a. Table 1: Budget (Required) **PLEASE USE THE SEPARATE MICROSOFT EXCEL FILE TO FILL OUT THIS TABLE!**

Activity (do not change categories)	WCMP Request	Match	Total
Personnel	\$0	\$0	\$0
Fringe	\$0	\$0	\$0
Equipment	\$0	\$0	\$0
Travel	\$0	\$0	\$0
Supplies	\$0	\$0	\$0
Contractual	\$40,000	\$60,000	\$100,000
Other	\$0	\$0	\$0
Indirect Charges (requested indirect should not exceed 15% of total requested amount)	\$0	\$0	\$0
Indirect rate (%) (automatically calculated based on total indirect charges/total)			#DIV/0!
Total	\$40,000	\$60,000	\$100,000

b. Budget description (Required) Use separate Microsoft Excel file. If not applicable, list as NA.

Personnel names and salaries or hourly wages	
Fringe rate(s) (percentage and included benefits)	
Consultant name(s)	
Equipment (list items)	
Indirect rate (percentage and description)	
Travel details	
Supplies (additional details needed if over \$5,000 requested)	

Attachment A

Grant Agreement # AD249145 – 025.32

Other details	
---------------	--

c. Table 2: Contractual (Required if there is “Contractual” funding in Table 1)

Activity – Contractual Costs	WCMP Request	Match	Total
Personnel	\$	\$	\$
Fringe Benefits			
Equipment			
Travel			
Supplies			
Contractual			
Other			
Indirect Charges (<i>requested indirect should not exceed 15% of total requested amount</i>)			
Totals			

d. Table 3: Additional budget items (optional)

Activity	WCMP Request	Match	Total
	\$	\$	\$
Totals			

6. Match Budget Description and Leveraged Funds

- 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. Matching funds (\$60,000) have been included in the City’s Capital Improvement Plan budget for 2024.
- b. The City has already secured \$53,000 in grant funds from the Fund for Lake Michigan for schematic/preliminary engineering for geotechnical and investigative work associated with this project in 2022. In 2023, a WCMP grant was received for final engineering and design of bluff stabilization and beach access improvements. The project proposed in this application would not have been possible without already securing grant funding from these sources.
- c. This project will enable the City to focus on securing grants from other governmental and private sources for construction of additional bluff stabilization and lake access improvements, which is anticipated to cost approximately \$5,000,000.
- d. In 2013, the City was awarded a 2013-14 WCMP grant for the North Beach Bluff Stabilization Study (project no. 012.41C10306-40NA11NOS4190097) for \$7,440. The project funded two soil borings, piezometers, and a geotechnical report including recommendations on slope stabilization. The information gathered during this project is the basis for the schematic design/preliminary engineering work that was performed in 2022-23 as a precursor to the *final* engineering work that is currently being funded through a 2023-2024 WCMP grant.

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 and contributions).

Attachment A

Grant Agreement # AD249145 – 025.32

- b. Develop exceptional marketing, outreach, or education strategies.
- c. Encourage coast-wide projects or solutions.
- d. Engage underrepresented communities.

- a. This project demonstrates a robust partnership that includes the following organizations:
- Lakeshore Natural Resource Partnership – has been working with the City and supporting its habitat restoration, water quality improvement, and Lake Michigan access projects and initiatives for many years, most recently through LNRP’s “Coastal Resilience Community Impact Project,” which aims to help cities and counties within its service area plan “shovel worthy” coastal resilience projects.
 - American Rivers – has been working with the City through its “Funding Coastal Resiliency” project to help the City identify funding and financing options for its future coastal resilience projects.
 - University of Wisconsin-Whitewater – geology and geography faculty are currently working with the City on the bluff project to research soil conditions and help to support preliminary engineering and design planning in coordination with the City and its consultant, Miller Engineers and Scientists. The bluff project site has also served as a field research site for UW-W undergraduate environmental sciences students.
 - University of Wisconsin-Madison operates the INFOS system at North Beach, improving safety for swimmers by alerting them to the presence of rip currents.
 - Miller Engineers and Scientists – Working presently on final engineering. Presented information on coastline resiliency at Love our Great Lakes Day 2022.
 - Fund for Lake Michigan – has supported the schematic and preliminary engineering and design phase of this project via grant funding.
 - Great Lakes/St. Lawrence Cities Initiative and Stantec – have collaborated with the City to identify coastal resilience solutions to existing community challenges. The engagement is to help develop limited community specific and project appropriate products aimed at strengthening coastal resilience and protecting assets in shoreline areas.
 - Wisconsin Coastal Management Program provided the initial funding the project area soil boring and groundwater geotechnical data produced from work performed in 2013 and 2014 and is funding final engineering through a 2023-2024 WCMP grant.

Most of these alliances will continue throughout the project period and even through and following construction.

- b. The City is currently working with the UW-Madison Department of Planning and Landscape Architecture’s Capstone Project to provide a comprehensive plan for improvements to Upper Lake Park and improved access to North Beach, Valley Creek, and Lower Lake Park.. This project will include several outreach opportunities through public information meetings and outreach.
- c. The installation of subsurface drainage lines will help resolve the issue of subsurface water traveling through sand strata which naturally reduces bluff stability. It is hoped that this project will encourage communities with similar bluff failure issues to explore more naturalized solutions to bluff stabilization in the future.
- d. Public participation for this project will continue to be incorporated through regular public meetings. The City and the project consultants will integrate best practices for engaging and encouraging input from underrepresented communities at those meetings, including using innovative, culturally relevant, and linguistically appropriate facilitation techniques.

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):



Downloadable versions of the Wisconsin Coastal Management Program and NOAA logo can be found at <http://coastal.wisconsin.gov>

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 # NA24NOSX419C0009.

ATTACHMENT C

**SPECIAL TERMS AND CONDITIONS FOR PUBLIC ACCESS, CONSTRUCTION, AND
HABITAT RESTORATION PROJECTS**

ARTICLE (A). Signs at Construction Project Site.

The Grantee shall erect at the site of the project and maintain during construction, a sign satisfactory to the Wisconsin Coastal Management Program (WCMP), identifying the project and indicating the fact that NOAA and WCMP are participating in the development of the project.

ARTICLE (B). Permanent Plaque at Project Site.

The Grantee shall install a permanent plaque at the project site, approved by the Wisconsin Coastal Management Program, acknowledging financial assistance for the project was provided by the National Oceanic and Atmospheric Administration (NOAA) through the Wisconsin Coastal Management Program.

ARTICLE (C). Statutory Requirements for Construction Contracts.

The Grantee shall comply with the following federal laws and all applicable standards, orders or regulations issued pursuant thereto:

1. The Copeland “Anti-Kickback” Act, as amended (18 USC 874) as supplemented in the Department of Labor regulations (41 CFR Chapter 60).
2. The Flood Disaster Program Act of 1973 (P.L. 93-234), as amended. The Grantee will fulfill any flood insurance requirements under this Act and any regulations issued thereunder by the U.S. Department of Housing and Urban Development or which may be issued by NOAA.
3. Architectural Barriers Act (P.L. 90-480, 42 USC 4151), as amended, and the regulations issued or to be issued thereunder, prescribing standards for the design and construction of any building or facility intended to be accessible to the public which may result in the employment of handicapped persons therein. All construction elements of the project must comply with guidelines established by the Americans with Disabilities Act of 1990. Projects must also comply with Chapter 69 of the State Building Code, Section 504 of the Rehabilitation Act of 1973 and any other federal and state accessibility requirements.
4. Rehabilitation Act of 1973, 29 USC 794, Executive Order 11914. No otherwise qualified handicapped individual shall, solely by reason of his/her handicap, be denied the benefits of, be excluded from participation in, or be subjected to discrimination under any program or activity receiving Federal financial assistance.
5. The Uniform Relocation Assistance and Real Property Acquisition Policies Act of 1970 (P.L. 91-646), as amended, 15 CFR Part 916.
6. The National Environmental Policy Act of 1969 (P.L. 90-190); the National Historic Preservation Act of 1966 (80 Wis. Stats., 915, 16 USC 470); and Executive Order No. 11593 of May 31, 1971.
7. For construction grants for more than \$10,000, the Grantee must keep the following information in their files for the Department’s review.
 - a. Name, address and telephone number of Grantee;
 - b. Grantee’s employer identification number;

- c. Dollar value of grant;
- d. Starting and completion dates of Grant Agreement;
- e. Grantee number; and
- f. Geographical area of performance.

8. Additionally, for each grant awarded, the Grantee shall keep the following information in their files for the Department's review.

- a. Tabulation of bid(s), the alternates, where applicable, to be taken by number and amount; and the resultant total(s) of the proposed award. The tabulation will also show the designing Architect/Engineer's estimate. The tabulation must be accompanied by a certification of the Architect/Engineer as to the correctness and completeness of the tabulation. The certificate must be accompanied by a statement from the Architect/Engineer recommending award to the low bidder. If the award is recommended to other than the low bidder, the reasons must be fully stated, and accompanied by certification by the Grantee that such action is legal under local and State procurement law.
- b. A copy of the complete bid form of the successful bidder.
- c. A statement signed by the Authorized Representative of the Grantee that:
 - 1) All bids were received sealed and were opened in his/her presence;
 - 2) The Grantee has sufficient funds in addition to the funds provided by the Department to complete the project, including interim financing; and
 - 3) The Grantee has obtained, all land, rights-of-way, permits, franchises and all Federal, State and local coordination and approvals necessary for completion of the project, and in all other respects has complied with pertinent Federal, State and local laws.
 - 4) The Grantee shall assure that prevailing wages of the area are applied to all construction activities as are required by Federal or State regulations. The minimum wage rate for this project shall be not less than the prevailing wage rates established by the U.S. Department of Labor (Davis Bacon and related acts as amended) or not less than the prevailing minimum rates on file as set by the Wisconsin Department of Workforce Development. The higher of the two wage rates shall be used.

9. For construction or facility improvement grants or subcontracts exceeding \$100,000, the awarding agency may accept the bonding policy and requirements of the Grantee or subcontractor provided the awarding agency has made a determination that the awarding agency's interest is adequately protected. If such a determination has not been made, the minimum requirements are listed in Section 36(h) (1-3) of 15CFR24.

10. The Grantee shall carry insurance, and require each subcontractor to carry insurance of such types and in such amounts as normally required by the State.

11. The Grantee may make subawards that have been identified in the approved program activities. However, if they have not been so specified, the Grantee shall advise the Department of the proposed subawardee and the amount allocated prior to the making of such subawards. The Department reserves the right to disapprove such awards if they appear to be inconsistent with the program activities to be conducted under this agreement.

12. Certification of nonsegregated facilities as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor. Prior to the award of any construction grant or subcontract exceeding \$10,000, the Grantee shall require each bidder to submit the following certification: by submission of this bid, the bidder, offeror, applicant or subcontractor certifies that he/she does not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she does not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. He/she certifies further that he/she will not maintain or provide for his/her employees any segregated facilities at any of his/her establishments, and that he/she will not permit his/her employees to perform their services at any location, under his/her control, where segregated facilities are maintained. The bidder, offeror,

applicant or subcontractor agrees that a breach of this certification is a violation of the Equal Opportunity clause in this Grant Agreement. As used in this certification, the term “segregated facilities” means any waiting rooms, work areas, rests rooms and wash rooms, restaurants and other eating areas, time clocks, locker rooms and other storage or dressing areas, parking lots, drinking fountains, recreation or entertainment areas, transportation and housing facilities provided for employees which are segregated by explicit directive or any in fact segregated on the basis of race, creed, color or national origin, because of habitat, local custom or otherwise. He/she further agrees that (except where he/she has obtained identical certifications from proposed subcontractors for specific time periods) he/she will obtain identifiable certification from proposed subcontractors prior to the award of subcontracts exceeding \$10,000 which are not exempt from the provisions of the Equal Opportunity clause; that he/she will retain such certifications in his/her files; and that he/she will forward the following notice to such proposed subcontractors (except where the proposed subcontractors have submitted identical certifications for specific time periods).

**NOTICE TO PROSPECTIVE SUBCONTRACTORS OF REQUIREMENT FOR
CERTIFICATIONS OF NONSEGREGATED FACILITIES**

A Certification of Nonsegregated Facilities, as required by the May 9, 1967, order (32 F.R. 7439, May 19, 1967) on Elimination of Segregated Facilities, by the Secretary of Labor, must be submitted prior to the award of a grant or subcontract exceeding \$10,000 which is not exempt from the provisions of the Equal Opportunity clause. The Certification may be submitted whether for each Grantee or subcontractor or for all contracts during a period (i.e., quarterly, semi-annually or annually).

Note: The penalty for making false statements in offers is prescribed in 18 USC 1001.

This page intentionally left blank

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/csdlgm/>. 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
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.

ATTACHMENT G

**DOMESTIC SOURCING AND REQUIRED USE OF AMERICAN IRON,
STEEL, MANUFACTURED PRODUCTS, AND CONSTRUCTION MATERIALS**

Domestic Sourcing Requirements

Prior to initiation of any construction that may arise from this project, the recipient is required to inform the Wisconsin Coastal Management Program (WCMP) whether it is using iron, steel, manufactured products, or construction materials as described below. In addition, the recipient is required to inform WCMP whether those materials are produced or manufactured in the United States, or alternatively, it is requesting one or more waivers, as described below. The recipient is required to coordinate with WCMP regarding compliance with this term.

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

Pursuant to the federal the Infrastructure Investment and Jobs Act (“IIJA”), Pub.L. No. 117-58, which includes the Build American, Buy American (BABA) Act, Pub. L. No. 117-58, §§ 70901-52 and OMB M-22-11, none of the funds provided under this agreement may be used for a project for infrastructure unless:

1. All iron and steel used in the project are produced in the United States. This means all manufacturing processes, from the initial melting stage through the application of coatings, occurred in the United States;
2. All manufactured products used in the project are produced in the United States. This means the manufactured product was manufactured in the United States and the cost of the components of the manufactured product that are mined, produced, or manufactured in the United States is greater than 55 percent of the total cost of all components of the manufactured product, unless another standard for determining the minimum amount of domestic content of the manufactured product has been established under applicable law or regulation; and
3. All construction materials are manufactured in the United States. This means that all manufacturing processes for the construction material occurred in the United States.

The Buy America preference only applies to articles, materials, and supplies that are consumed in, incorporated into, or affixed to an infrastructure project. As such, it does not apply to tools, equipment, and supplies, such as temporary scaffolding, brought to the construction site and removed at or before the completion of the infrastructure project. Nor does a Buy America preference apply to equipment and furnishings, such as movable chairs, desks, and portable computer equipment, that are used at or within the finished infrastructure project but are not an integral part of the structure or permanently affixed to the infrastructure project.

Waivers

When necessary, recipients may apply for a waiver from these requirements. WCMP will work with federal funding partners and will notify the recipient for information on the process for requesting a waiver from these requirements. The awarding official may waive the application of the domestic content procurement preference in any case in which it has been determined that:

1. Applying the domestic content procurement preference would be inconsistent with the public interest;
2. The types of iron, steel, manufactured products, or construction materials are not produced in the United States in sufficient and reasonably available quantities or of a satisfactory quality; or

3. The inclusion of iron, steel, manufactured products, or construction materials produced in the United States will increase the cost of the overall project by more than 25 percent.

A request to waive the application of the domestic content procurement preference must be in writing. WCMP will coordinate with federal partners to provide instructions on the format, contents, and supporting materials required for any waiver request. Waiver requests are subject to public comment periods of no less than 15 days and must be reviewed by the Made in America Office. There may be instances where an award qualifies, in whole or in part, for an existing waiver described at whitehouse.gov/omb/management/made-in-america.

Definitions

“Construction materials” includes an article, material, or supply—*other than an item of primarily iron or steel; a manufactured product; cement and cementitious materials; aggregates such as stone, sand, or gravel; or aggregate binding agents or additives*—that is or consists primarily of: non-ferrous metals; plastic and polymer-based products (including polyvinyl chloride, composite building materials, and polymers used in fiber optic cables); glass (including optic glass); lumber; or drywall. *Excludes cement and cementitious materials, aggregates such as stone, sand, or gravel, or aggregate binding agents or additives. 2 IIA, § 70917(c)(1).*

“Domestic content procurement preference” means all iron and steel used in the project are produced in the United States; the manufactured products used in the project are produced in the United States; or the construction materials used in the project are produced in the United States.

“Infrastructure” includes, at a minimum, the structures, facilities, and equipment for, in the United States, roads, highways, and bridges; public transportation; dams, ports, harbors, and other maritime facilities; intercity passenger and freight railroads; freight and intermodal facilities; airports; water systems, including drinking water and wastewater systems; electrical transmission facilities and systems; utilities; broadband infrastructure; and buildings and real property. Infrastructure includes facilities that generate, transport, and distribute energy.

“Project” means the construction, alteration, maintenance, or repair of infrastructure in the United States.