

POSTED DATE: JULY 24, 2025
ALL MEETING ATTENDANCE (OR ABSENCE) MUST BE CONFIRMED WITH A RESPONSE
PLEASE RSVP YOUR ATTENDANCE TO THIS MEETING ASAP
920-846-4505 or dclerk@ci.ocontoofalls.wi.us

CITY OF OCONTO FALLS
PARK & RECREATION COMMITTEE MEETING

Council Chambers, Municipal Building
500 N. Chestnut Ave. Oconto Falls, WI 54154

TUESDAY, JULY 29, 2025 5:00 PM

AGENDA

| | |
|----------------------|-----------------------------|
| TO: Mathew McDermid | Mayor Clint Braun |
| Devin Wirtz | Administrator Peter Wills |
| Jeff McDonald | Deputy Clerk Jenny Friedman |
| Citizen Appointment: | |
| Ken Harter | |
| Christine Grzelak | |

DISCUSSION AND POSSIBLE RECOMMENDATION/ACTION ON ANY OR ALL OF THE FOLLOWING:

1. Call to order
2. Roll Call
3. Elect Park & Rec Chair
4. Approval of Minutes-September 3, 2024
5. 2025 WI DNR Urban Forestry Plan Draft
Re: Administrator Wills/ Street Superintendent Remic
 - A. Review and update
 - B. Approval
6. Memorial Field updates
Re: Street Superintendent Remic
 - A. Memorial Field Playground Equipment Installation Status
 - B. Farmers Market at Memorial Field
 - C. Memorial Field Tennis Courts Proposal
 - D. Longterm planning for Memorial Field Park
7. Pineview Tennis Courts Proposal
Re: Street Superintendent Remic
8. 2025 WI DNR Urban Forestry Catastrophic Storm Grant received
Re: Administrator Wills / Street Superintendent Remic
9. Adjourn



City Administrator Peter A. Wills/JF

* A quorum of the Common Council may or may not be in attendance of this meeting.

Notice was given to the public at least 24 hours prior to this open meeting - agenda was forwarded to newspapers and any news media who have requested the same – agenda was posted at City Hall, Oconto Falls Community Library, and on the City website at: cityofocontofalls.com . Copy of agenda packet is available for inspection at the Office of the City Clerk.

Any person wishing to attend the meeting who requires special accommodations because of a disability should contact the Clerk's office at 920-846-4505 with adequate notice so appropriate accommodations can be made.

CITY OF OCONTO FALLS PARK & REC COMMITTEE MEETING

Council Chambers - Municipal Building

500 N. Chestnut Ave.

Oconto Falls, WI 54154

Tuesday September 03, 2024 – 5:30 PM

Minutes

Meeting called to order at 5:30 PM by Mathew McDermid

Roll Call: Mathew McDermid, Reuben Radke, Christine Grzelak and
Jeff McDonald

Absent: Devin Wirtz

Also Present: Mayor Clint Braun, City Administrator Peter Wills, Deputy Clerk Jenny Friedman,
Street Superintendent Wally Remic

DISCUSSION AND POSSIBLE RECOMMENDATION/ACTION ON ANY OR ALL OF THE FOLLOWING:

1. Call to Order
2. Approval of Minutes-June 26, 2024

MOTION: Grzelak/ McDonald

Motion to approve the minutes from June 26, 2024.

Voice Vote: All voting aye -**MOTION CARRIED**

3. Vendor Grant for Memorial Field Playground Equipment if Paid & Ordered in 2024
This was approved in April 2024 and was planned to purchase playground equipment for the 2025 budget. The city was approved for the Oconto County ARPA Recreation Grant Agreement. There was the opportunity for a Vendor Grant if playground equipment was purchased in the 2024 there would be a fifty percent match on the park equipment and insulation.

MOTION: McDonald/Radke

Motion to recommend Vendor Grant for Memorial Field Playground Equipment if Paid & Ordered in 2024 to Common Council.

Voice Vote: All voting aye -**MOTION CARRIED**

4. Oconto County Outdoor Recreation Plan Adoption
 1. Resolution 24-010 to Adopt Oconto County Recreation Plan
The city is in need of an updated Recreation Plan. Administrator Wills has talked with Oconto County to see if The City of Oconto Falls can adopt their Outdoor recreation Plan. This was agreed on and adapted to the city needs.

MOTION: McDonald/Grzelak

Motion to recommend to adopt the Adoption and Resolution 24-010 to Adopt Oconto County Recreation Plan.

Voice Vote: All voting aye -**MOTION CARRIED**

5. Resolution 24-011 to Apply for WI DNR Knowles- Stewardship Grant 2025

The WI DNR Knowles- Stewardship Grant 2025 is a two-part, fifty-fifty grant. One part goes through directly through federal government and the other part goes through the state. The city would need a to have a recreational plan in place to apply for this grant.

MOTION: McDonald/Radke

Motion to recommend to Council Resolution 24-011 to apply for WI DNR Knowles- Stewardship Grant 2025.

Voice Vote: All voting aye -**MOTION CARRIED**

6. Memorial Field Softball Fence Quotes

Memorial Field softball fence is need of repair. The Park and Recreational Committee approved the repair amount of thirty-one thousand dollars in May 2024 but found after it was a partial estimate. The backstops and dug out and sides would need to be replaced. The street depart would take down the old fence and can fix the arch to help save on cost. There is ten-thousand-dollar difference from the first estimate that will have to be made to cover all the cost.

MOTION: McDonald/Grzelak

Motion to recommend to council to spend an additional ten thousand three hundred and forty-six dollars for the Memorial Field Softball Fence repair.

Voice Vote: All voting aye -**MOTION CARRIED**

7. Repair of Pickleball Courts-Pleasant View Park

There is a crack in the center of the north pickleball court that is in need of repair. The pickleball court is made out of asphalt.

MOTION: Radke/ McDonald

Motion to repair the pickleball court.

Voice Vote: All voting aye -**MOTION CARRIED**

8. Summer Concert Memorial Field 2025

Jason Lipsky-ARS Production had proposed having a concert series in the city at Memorial Field. There would be a charge for the concert ticket but he would like local clubs to sell the drinks and food. These plans have changed at this time due to scheduling issues but is still something he would like to possibly due next year in Oconto Falls. This is something the city would still be interested in doing.

NO ACTION TAKEN

9. Adjournment.

Having no further business, Mathew McDermid declared the meeting adjourned at 6:15 pm.

City Administrator Peter Wills

*A quorum of Common Council was not in attendance at this meeting.

City of Oconto Falls

Urban Forestry Operations Plan

Draft Report
July 2025

Prepared by:
Eocene Environmental Group

Prepared for:
City of Oconto Falls, Wisconsin



Acknowledgements

We thank several staff associated with the City of Oconto Falls including Peter Wills and Wally Remic for their assistance with completing the project. Their support with the review of the project scope, verification of sites to inventory, and other details were vital to the completion of this project. Finally, we appreciate the City of Oconto Falls personnel for their questions and suggestions for implementation of this work.

Project Staff

Cassidy Behnke | Inventory Specialist

Matt Johns | GIS Technician/Data Analyst

Richard Hauer, Ph.D. | Subject Matter Expert

Project Funding

Funding for this tree inventory and operating plan was provided by the Wisconsin Department of Natural Resources Urban Forestry Program and the USDA Forest Service Urban and Community Forestry Program. These institutions are equal opportunity providers.



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Executive Summary

A tree inventory and urban forestry operations plan was conducted during the summer of 2025. The Wisconsin Department of Natural Resources (WiDNR) Urban Forestry & Community Forestry (U&CF) Program provided funding to complete a GIS-based-computerized tree inventory. Trees growing in maintained public locations (e.g., street trees, parks, and other public green spaces) were inventoried. In brief, this involved collecting tree and site information, which was then assessed for tree management needs. The identified actions were then compiled into an operations plan for proposed tree actions over a five-year period. The inventory was collected in FieldNote and then transferred into a Microsoft Excel 365 format. The inventory contains spatial locations by street address or public parcel (e.g., parks and other community properties) with associated Latitude and Longitude spatial attributes. The written plan will serve the primary purpose of evaluating the current composition of public trees in the community as well as identifying any potential tree maintenance activities.

Eocene Environmental Group was contracted to complete the inventory and operations plan for the City of Oconto Falls. This includes but is not limited to recommended field maintenance operations over a five-year time duration. Trees requiring pruning or removal were identified as primary and secondary maintenance operations for each individual inventoried tree throughout the community. These operations typically result in a pruning or

removal activity, but more specific recommendations such as insect or disease, sidewalk/curb and tree conflicts, and/or street and sign clearance were identified by the inventory specialist on an individual basis. Highest priority work is proposed to begin in Fall 2025 and Winter 2026. Additional work is prescribed for the remainder of the planning horizon. Important findings from the inventory and proposed tree operations include:

- A total of 1145 trees were inventoried. By location there were 859 trees along streets, 263 trees within parks, and 22 on facilities.



- Public safety is important and as such trees were identified for tree removal based on potential risk from dead trees, those with unacceptable structural weakness, or those likely to die in the immediate future. A total of 146 trees were identified for removal and these were prioritized for removal as either a priority 1 (46 trees) to remove first, and then remove trees identified as priority 2 (100 trees).
- Trees that require pruning for public safety (e.g., dead branches > 2 inches, clearance issues) or to benefit tree stability (e.g., pruning for branching structure) were identified and prioritized. A total 209 trees were identified. These were also ranked according to priority 1 or 2 status. Small trees were also identified for structural tree pruning which would benefit their future stability and resistance to damage from storms.
- Planting sites along streets, in terrace areas, and parks were individually identified. An estimated 2,605 trees could be planted along streets and within parks. This potential could be considered for a full-stocking goal for the community at the present level of development.
- A total of 73 trees are identified as ash trees (green and white). Nearly all showed signs of EAB and removal is noted as a priority 1 or 2 as presented above.
- Ideally, the tree population should be comprised of not more than 5% of any one species, 10% of any one genus, and 20% within a plant family. This is important to minimize the risk of an aggressive pest of decimating a tree population. Currently 5 tree species exceed the species threshold and these account for 53.8 percent of the total tree population. These species are: Norway maple (15.5%), silver maple (8.7%), honeylocust (6.6%), red pine (6.5%), Eastern white pine (5.9%), white spruce (5.5%), and Northern white cedar (5.2%). Specific details on tree diversity are presented in the plan.
- The total estimated replacement value of all trees inventoried is \$3,794,302 or a mean \$3,314 per tree estimate. This was determined by using the Council of Tree and Landscape Appraisers Guide for Plant Appraisal (10th Edition) to determine valuation.
- An annual \$45,327 estimated cost is proposed to implement immediate management needs and to develop a proposed longer-term set of management priorities.
- What's not in this report? The City of Oconto Falls has tree ordinances that should be reviewed for current and future relevance. Tree planting specifications and tree species reconditions should be reviewed and modified as needed, and specifically reference methods and lists outside of the ordinance. A tree commission or other tree governance process should be considered.

The report that follows provides specific details from the tree inventory assessment and findings. Tree management operations were identified along with estimates for cost and time if work is scheduled in-house. These recommendations are presented over a five-year period with higher priority actions scheduled first.

Introduction

The City of Oconto Falls, Wisconsin is in the Northeast portion of the state, within Oconto County. With the Oconto River running right through the city, there are many water-based activities to do throughout the year, including the St. Anthony's Annual Fishing Derby. The city also has a public golf course, tubing hill, and trail system.

The city has a public works staff of both seasonal and year-round maintenance personnel, who have demonstrated a passion for urban forestry. A noted observation during the development of this plan is a desire to maintain and grow the tree population. City officials also appeared enthusiastic to the potential for the tree population. Thus, an apparent community support for the growth and maintenance of the community tree population was observed.

The project had three primary objectives, which were:

- Accomplish a comprehensive tree inventory including unique tree species, size, condition rating and GPS coordinates.
- Determine tree maintenance needs and associated costs.
- Provide recommendations on general planting areas based on current tree density in the municipality.

The project scope included the following locations to inventory:

- Street Tree Inventory – 4.7 miles
- Taylor Park – 17.58 acres
- Eastside Boat Launch – 0.55 acres
- Memorial Park/Roger W Greeten Memorial – 16.18 acres
- Westside Beach – 2.59 acres
- Pine Grove Park – 2.77 acres
- Veteran's Memorial Park – 0.37 acres
- Pleasant View Park – 2.63 acres
- Former Jefferson Elementary School – 2.6 acres
- Dog Park – 3 acres



The report that follows describes the methods that were used. The findings from the tree inventory and assessment are then presented. Major findings and implications for the community tree population are reported. These findings are then compiled into recommendations for tree management and operations. The associated estimated cost for contracting and time required if completed in-house are presented. Finally, Appendix A and B includes detailed definitions and other technical aspects related to assumptions used to calculate time and cost estimates.

Inventory Methods

A tree inventory and assessment of public trees was conducted to systematically identify tree and site conditions (Appendix A, Table A-1). Tree diameter at 4.5 feet above the ground (DBH) was taken as an estimate of tree age and maturity status. Tree condition was assessed to gauge the overall health of a tree, in addition to a combination of condition factors such as identifying broken branches, dead branches > 2" in diameter, and other structural issues that could become a safety issue. Tree condition followed the Council of Tree and Landscape Appraisers (CTLA) guidance, which assigns a condition based on percent value out of 100. For this inventory, trees were graded into 5% categories (e.g., 0%, 5%, 10%, 15%, ... 40%, 70%, 75%, 80% and so on). This allowed the trees to be grouped into categories of:

- Excellent (85-100%)
- Good (65-80%)
- Fair (45-60%)
- Poor (25-40%)
- Critical (5-20%)
- Dead (0%)

While this method does provide an approach to objectively rate a given tree, other factors also need to be considered when assessing a tree's rating. For example, a tree rated at 85% is Excellent based on factors determined by the CTLA criteria, and may be showing little to no signs of health issues such as an emerald ash borer (EAB) infestation. However, without treatment an ash tree once infested will progress to a less healthy state and eventually require removal. Thus, based on knowledge that the tree is infected and will likely succumb if not treated, its rating would decrease to Fair over time and then Poor and eventual Dead in a few years.



Site conditions were also determined. Tree and site conflicts such as a raised sidewalk was noted in cases a concrete slab was lifted greater than 2". Overhead utilities and conflicts with clearance and obstruction of a street sign was recorded were noted. Further, additional notes were taken as comments for issues of concern. The findings of the tree inventory assessment follow.

Tree Inventory and Assessment

A tree inventory and assessment of public trees was conducted systematically using the CTLA standards, as well as Geographic Information Systems (GIS) parcel data from the Wisconsin State Cartographer's office. This data was used to verify property lines and aided in determination of whether a tree was located on public vs private land. Managing a tree population considers several factors to support decision making. These factors include but are not limited to the tree's size, health, structural stability, and location. Site factors such as limited growing space, overhead utilities, restricting visibility at an intersection, and damage to other infrastructure also aid in management decision making. The cost of management relative to tree benefits is an additional important



consideration. And certainly, any evidence of disease or effects from pests and their severity would inform management. Within this section we report on the size and condition of trees, notable insect and disease indications, and structural issues.

Management actions were then recorded.

A leaf-on tree assessment was conducted in June 2025 over 8 days. While the leaf-on conditions did make it easier to identify tree species and better assess defoliation and plant stress, there were other limitations as a result. Restricted sight lines into the canopy of many trees proved difficult when assessing branch structure and defects in the upper canopy.

Park trees were identified simply as Park with their unique park name (i.e., Dog Park, Pine Grove Park etc.) with no further description of location with the exception of their unique GPS coordinates generated through the use of FieldNote. While these locations are by definition exact in their

description of coordinate referencing, GPS accuracy can vary based on geographic limitations and line of sight with the constellation. To that effect, most trees should be identifiable in the field within a few feet of their location described in the Excel spreadsheet associated with this report.

This section is further divided into multiple sections depending on planting location. Park trees have unique management considerations which warrant additional management considerations. They are part of the Overall Assessment. A section on noteworthy insect and disease issues (e.g., emerald ash borer) was also created to specifically address trees at a high risk for present and future issues due to this insect and other pests. Management options and costs are presented.

Overall Assessment

A total 1145 public trees were inventoried within maintained locations. The mean condition rating of the inventoried public trees in Oconto Falls is 70%, placing them within the Good condition rating field. This is indicative of a relatively healthy urban tree population and is expected for a population in a typical life cycle. A total 21 (1.8%) of trees were categorized as Dead, 10 as critical, and 49 in poor condition. A concern to the city should be the potential for a decrease in average condition rating when EAB becomes epidemic. Combined with green and white ash make up nearly 6.4% of the total tree population of the city. The loss of ash trees would negatively affect tree canopy coverage of the community and poses a challenge to recover from if new species are not proactively planted where possible.

Overall species composition was relatively diverse with 63 unique species identified. Tree diversity is important and guidelines from the WiDNR advocates for the implementation of the 5-10-20 rule, or that trees should not exceed more than 5% of any one species, 10% of any one Genus, and/or 20% of any one Family the entire tree population. Five tree species exceed the 5% rule (Figure 2). Norway maple (15.5%), silver maple (8.7%), honeylocust (6.6%), red pine (6.5%), Eastern white pine (5.9%), white spruce (5.5%), and Northern white cedar (5.2%). One tree genus dominates with maples being the most common (33.1%). Pines (12.5%) and spruce (10.1%) were also above the recommended amount. All other genera were below the 10% threshold.

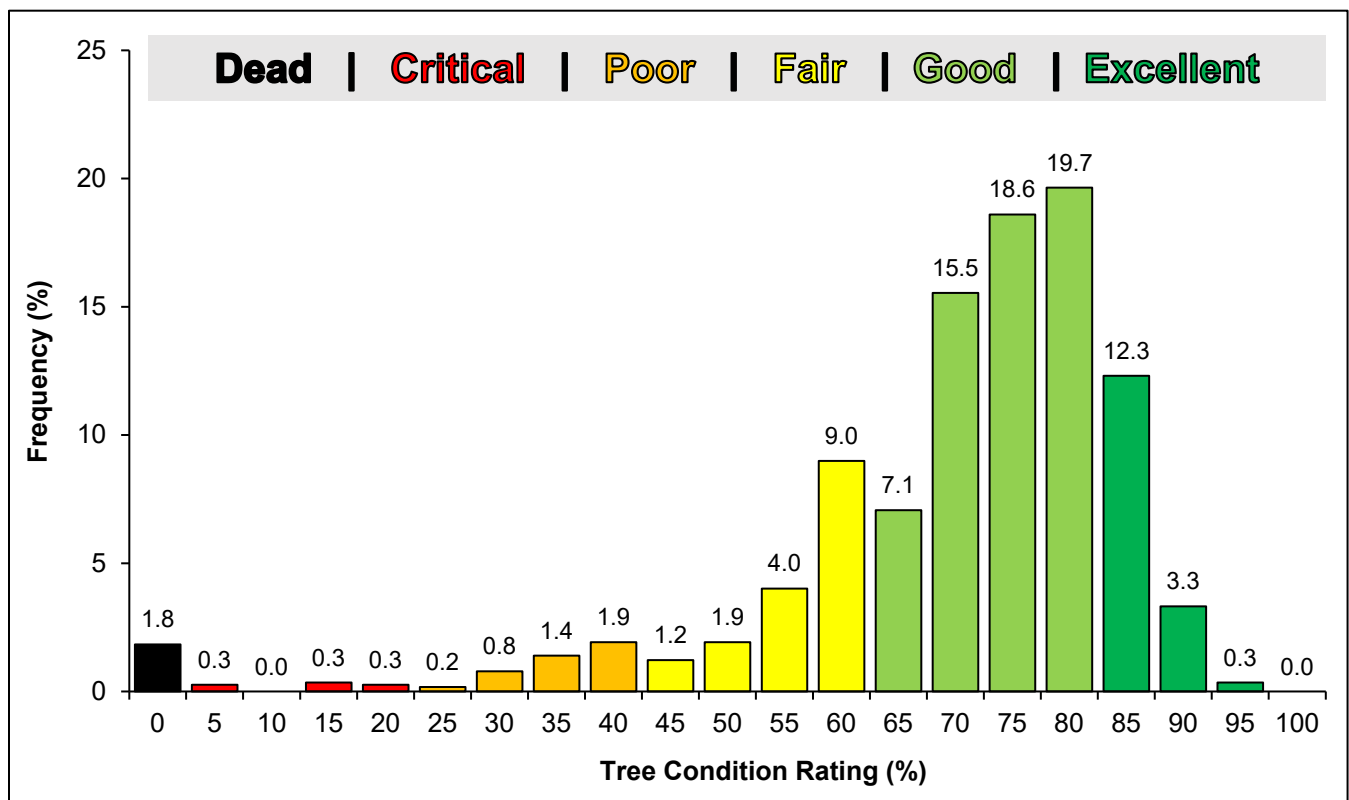


Figure 1. Tree condition ratings of public trees in Oconto Falls, WI.

An assessment of planting locations in Oconto Falls revealed 3/4ths of the city trees were street trees. Most of those street trees did not have sidewalks, giving them more space to grow. Those within boulevards had adequate space since all were over 6 feet wide. Planting spaces were identified for boulevard widths below 6 feet, in which case small or medium sized trees were recommended.

Construction at the time meant trees, stumps, and planting spaces were not collected on Columbia St. As construction can cause mechanical damage to trees and remove roots, affected public trees should be inspected routinely for adverse effects. This may cause future removals or pruning that is not accounted for in this plan. This also gives opportunity for planting spaces on Columbia St.

Park trees made up about 25% of the public trees. Memorial Park has lots of opportunity for future plantings. The football field is being removed and there will be more space for recreational activities and events, like the farmers market. When construction is completed, more trees will be a great addition to the space.

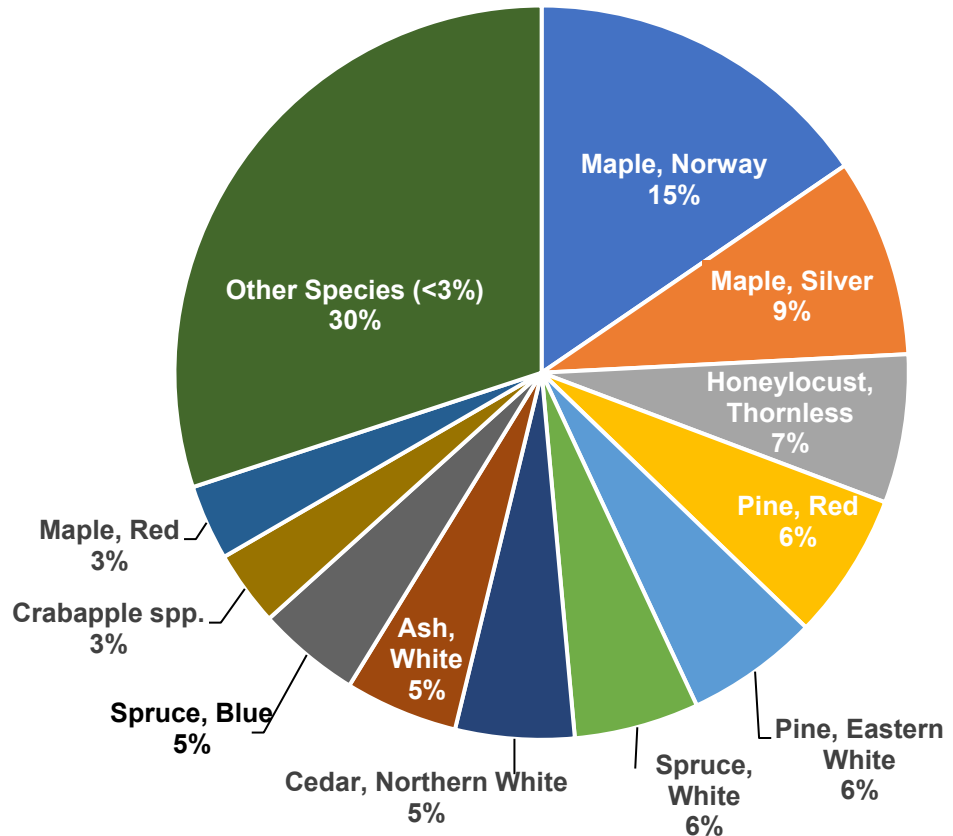


Figure 2. Species composition of public trees in Oconto Falls, WI.

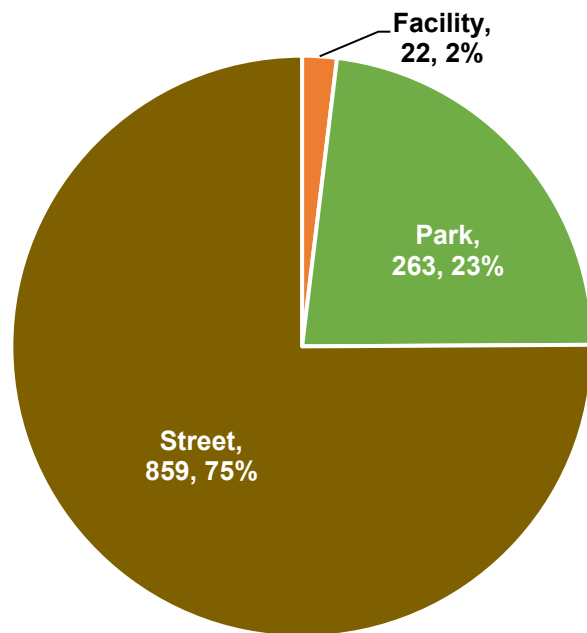


Figure 3. Physical location of public trees in Oconto Falls, WI.

The trunk diameter of inventoried trees can also be used as an assessment of age of a tree population as well as an indication of planting needs. As shown in Figure 4, the diameter of trees inventories shows a bell-shaped curve. This shows major planting efforts in the past approximately 30 to 40 years. This was determined using a 0.5 inch diameter per year growth rate. There are many trees in the 1-2” diameter class representing the new saplings that have been planted in the last few years. However, it should be encouraged to continue to plant additional species around the community.

Major Insect and Disease Issues

Emerald ash borer is running its course in the City of Oconto Falls. Assessment of your community tree population found 73 ash trees (green and white). Nearly all trees had signs of EAB and so were recommended for either priority 1 or 2 removal. While some appear in good condition now, they will decline in the next 5 to 10 years. The ash tree removals are estimated to take 268 hours and cost \$32,564.

Sixteen spruce trees were found with several showing signs of the fungal disease (*Rhizosphaera* needle cast, *Rhizosphaera kalkhoffii*) that will likely result in the death of these trees over the next 5 to 20 years depending on their condition. This disease is common with blue spruce and also white spruce under stressful conditions. Control for this disease is not recommended, rather removal of the trees at a future date is an action to undertake. As noted in the tree inventory and assessment section, maple trees are overrepresented in the tree population with over 1/3rd the tree population as this species. Avoiding the planting of maple trees is a best practice to minimize the risk from the potential threat of an unexpected and aggressive pest that targets maples. Asian longhorned beetle (*Anoplophora glabripennis*) is such a pest, but currently this insect is not known to be present within the Midwest.

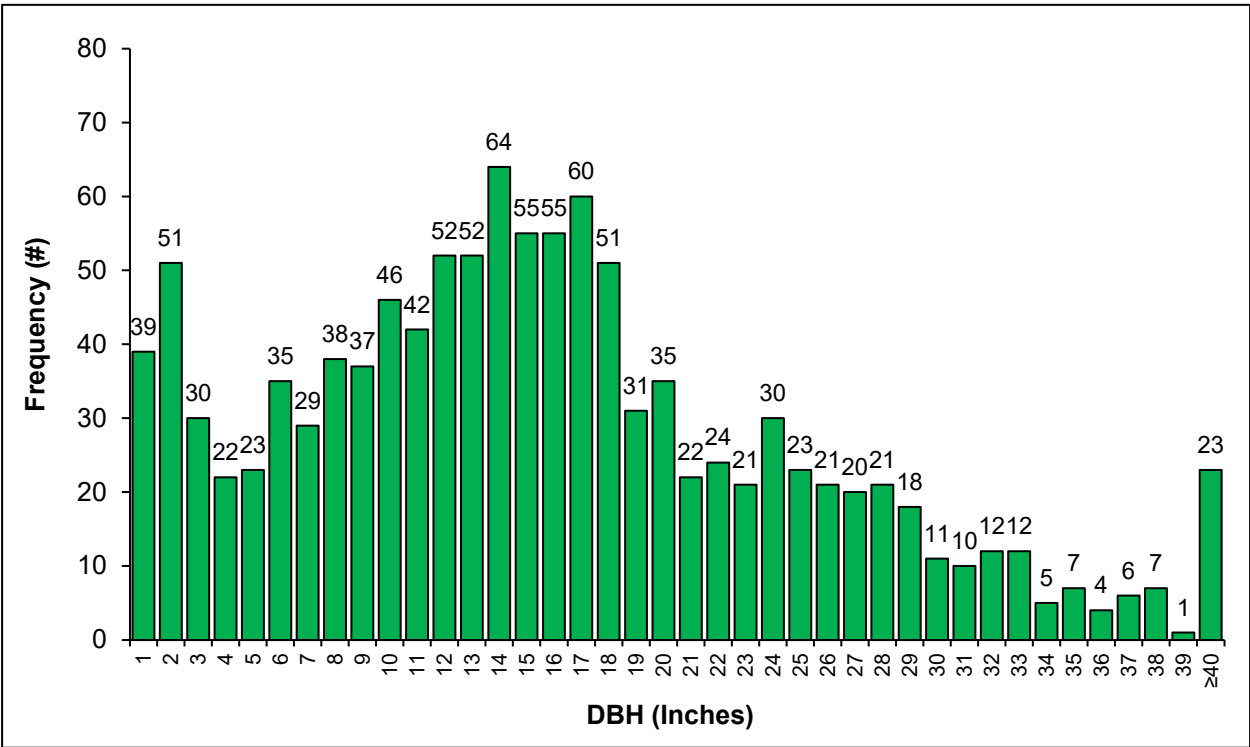
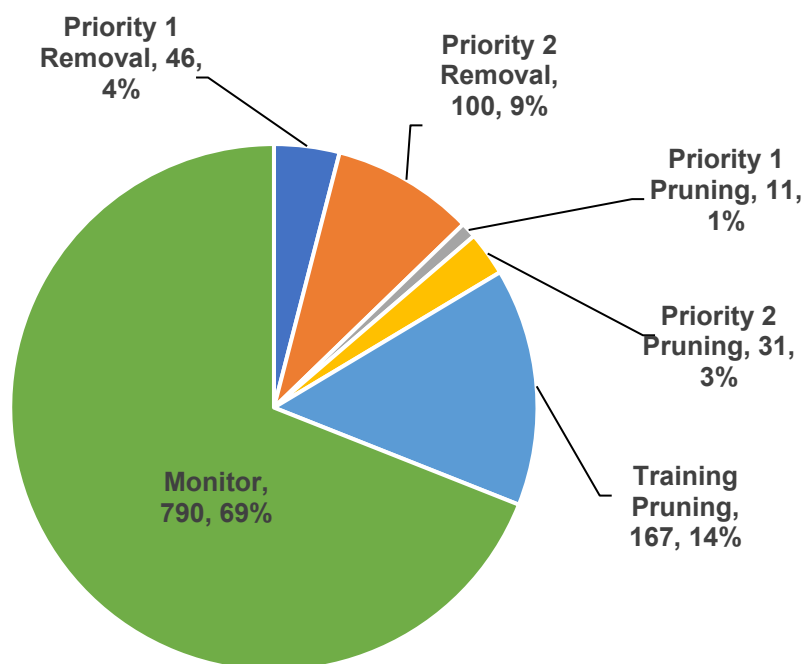


Figure 4. Trunk diameter of public trees measured at 4.5 feet above the ground (DBH).

Operations

Cost and time estimates were developed and prioritized over a five-year period (Table 1). Recommendations were based on public safety, maintenance to promote tree growth and longevity, and promotion of tree planting towards a fully-stocked tree population (Figure 5). Goals for management include:

- ☑ Tree removal is first and foremost a priority action to promote public safety. Tree removal should occur first with priority 1 and then priority 2 trees. Priority 1 ratings were developed based on larger trees and those at highest risk for personal injury and/or property damage. There are 46 trees (4%) that need priority 1 removals. From a management perspective, there may be cases that a priority 2 tree is removed prior to a priority 1 trees due to proximity to priority 1 removals and efficiency to conduct tree work. There are 100 trees (9%) that need priority 2 removals.
- ☑ Tree pruning to promote public safety is also a high priority goal. Tree pruning is also conducted to promote tree growth and longevity. From a public safety perspective, dead, hanging, and cracked branches are removed in places that people could be injured and property damaged may occur. Eleven trees (1%) need priority 1 pruning, while 31 trees (3%) need priority 2 pruning.
- ☑ Tree pruning is also conducted to promote tree structure and reduce branch failure during a future storm event. Young tree pruning of smaller trees (e.g., up to 10" in trunk diameter) is an easy task, not time consuming, and likely will reduce future branch failure resulting from a major storm event. There are 167 trees (14%) that would benefit from training pruning.
- ☑ Tree planting to replace removed trees is a goal to next adopt. The plan of operations provides a means to plant replacement trees. A goal for Oconto Falls could be to determine a stocking goal for parks and along streets. We estimated that the current stocking level is 31%, meaning there are 2,605 public tree planting locations available. While we are not recommending planting all locations over a five-year period, we provide this metric to help determine long-term goals.
- ☑ Finally, in year five there is a recommendation to reinspect the tree population and provide a rapid assessment and report.



Budget

A budget over five years was developed based on priority tree work, anticipated future tree mortality, structural tree pruning, tree planting, and future monitoring and reassessment to identify and prioritize work. A national comparison for similar community size used both per capita (\$7) and per tree (\$40.50) values from Hauer and Peterson (2016), adjusting for inflation to the present 2025 year. Comparable national budgets range from \$20,920 (\$7 per capita, 2,989 residents) to \$46,370 (\$40.50 per tree, 1145 trees). However, a challenge to maintaining the tree population are some upfront management needs that exceed these national benchmarks. An approximate annual mean budget is \$45,500. This is approximately 1.3% of the annual municipal budget (3.49 million) in 2025. A time estimate was also developed for most tree activities with about 340 to 370 hours per year estimated for in-house labor. Details by tree activity and budget year follow (Table 1).

Table 1. Tree activity operations budget for five-year period.

| Year | Activity | Number of Trees | In-house Time (hours) | Contract Costs (\$) | Comments |
|------|-------------------------|-----------------|-----------------------|---------------------|---|
| 2025 | Tree Removal Priority 1 | 45 | 232 | 29,835 | Includes debris removal, stump removal, and soil replacement. |
| 2025 | Tree Pruning Priority 1 | 13 | 41 | 4,658 | Includes debris removal. |
| 2025 | Stumps | 79 | 79 | 9,085 | Estimate based on 1 hour per stump at \$115 per hour. |
| 2025 | Totals | 137 | 352 | 43,578 | Appendix B contains cost assumption details |

| Year | Activity | Number of Trees | In-house Time (hours) | Contract Costs (\$) | Comments |
|------|--|-----------------|-----------------------|---------------------|---|
| 2026 | Tree Removal Priority 2 | 53 | 178 | 23,172 | Includes debris removal, stump removal, and soil replacement. |
| 2026 | Tree Removal | 23 | 92 | 5,750 | Estimated @ 2% annual mortality, estimate \$250 per tree |
| 2026 | Tree Pruning Priority 2 | 34 | 80 | 9,212 | Includes debris removal. |
| 2026 | Tree Planting replace half removals 2025 | 23 | 23 | 6,923 | Estimate at \$301 tree purchase, planting, and establishment |
| 2026 | Totals | 133 | 373 | 45,057 | Appendix B contains cost assumption details |

Table 1. (cont.)

| Year | Activity | Number of Trees | In-house Time (hours) | Contract Costs (\$) | Comments |
|------|--|-----------------|-----------------------|---------------------|--|
| 2027 | Tree Removal | 23 | 92 | 5,750 | Estimated 2% annual mortality, estimate \$250 per tree |
| 2027 | Training Prune | 56 | 32 | 3,715 | Includes debris removal. |
| 2027 | Tree inspection/pruning as needed 1/5 of trees | 229 | 172 | 19,780 | Estimate 0.75 hours / tree at \$115 per hour |
| 2027 | Tree Planting replace half removals 2025 | 22 | 22 | 6,622 | Estimate at \$301 tree purchase, planting, and establishment |
| 2027 | Tree Planting to replace removals 2027 | 23 | 23 | 6,923 | Estimate at \$301 tree purchase, planting, and establishment |
| 2027 | Totals | 353 | 341 | 42,790 | Appendix B contains cost assumption details |

| Year | Activity | Number of Trees | In-house Time (hours) | Contract Costs (\$) | Comments |
|------|--|-----------------|-----------------------|---------------------|--|
| 2028 | Tree Removal | 23 | 92 | 5,750 | Estimated 2% annual mortality, estimate \$250 per tree |
| 2028 | Training Prune | 56 | 32 | 3,715 | Includes debris removal. |
| 2028 | Tree inspection/pruning as needed 1/5 of trees | 229 | 172 | 19,780 | Estimate 0.75 hours / tree at \$115 per hour |
| 2028 | Tree Planting to replace removals 2028 | 23 | 23 | 6,923 | Estimate at \$301 tree purchase, planting, and establishment |
| 2028 | Tree Planting to replace removals 2026 | 38 | 38 | 11,438 | Estimate at \$301 tree purchase, planting, and establishment |
| 2028 | Totals | 369 | 348 | 47,606 | Appendix B contains cost assumption details |

Table 1. (cont.)

| Year | Activity | Number of Trees | In-house Time (hours) | Contract Costs (\$) | Comments |
|------|--|-----------------|-----------------------|---------------------|--|
| 2029 | Tree Removal | 23 | 92 | 5,750 | Estimated 2% annual mortality, estimate \$250 per tree |
| 2029 | Training Prune | 56 | 32 | 3,715 | Includes debris removal. |
| 2029 | Tree inspection/pruning as needed 1/5 of trees | 229 | 172 | 19,780 | Estimate 0.75 hours / tree at \$115 per hour |
| 2029 | Tree Planting to replace removals 2026 | 38 | 38 | 11,438 | Estimate at \$301 tree purchase, planting, and establishment |
| 2029 | Tree Planting to replace removals 2029 | 23 | 23 | 6,923 | Estimate at \$301 tree purchase, planting, and establishment |
| 2029 | Totals | 369 | 348 | 47,606 | Appendix B contains cost assumption details |

| | | | | | |
|------------------|---------------------------|--------------|--------------|----------------|--|
| All Years | 5-Year Grand Total | 1,361 | 1,780 | 226,637 | Appendix B contains cost assumption details |
|------------------|---------------------------|--------------|--------------|----------------|--|



Appendix A – Definitions

Tree attributes collected as part of the community tree inventory (Table 1-A). The inventory was collected during leaf-on conditions during summer 2025.

Table A-1. Tree and site attributes collected for the community tree inventory.

- ☑ A unique identification number
 - ☑ GPS coordinates
 - ☑ Location (street, address, park or cemetery name)
 - ☑ Growth space ID (boulevard/terrace, median, alley, no sidewalk, behind sidewalk, etc.)
 - ☑ Approximate width of boulevard/terrace to nearest foot
 - ☑ Open planting sites (address or GPS coordinates that can accommodate a tree and suggested mature tree size, e.g., small, medium, or large)
 - ☑ Species (common and botanical name)
 - ☑ Trunk diameter (DBH; to nearest inch)
 - ☑ Significant deadwood present (>20% of limbs 2" diameter or larger, Y or N)
 - ☑ Condition rating (CTLA 5%, increments grouped as Dead, Critical, Poor, Fair, Good, Excellent)
 - ☑ Presence of overhead utilities (Y or N)
 - ☑ Sign or light obstruction by branches (Y or N)
 - ☑ Inventory date
 - ☑ Maintenance activities (three maximum, e.g., monitor, priority 1 removal, priority 2 removal, priority 1 prune, priority 2 prune, training prune, no replant, stump grind, chemical treatment, etc.)
 - ☑ Year each maintenance action should occur
 - ☑ Management area/zone designated for maintenance cycle facilitation
 - ☑ Heaving sidewalk or curb due to tree (Y or N- must be 2" or greater heaving)
 - ☑ Replacement dollar value per tree, using Council of Tree and Landscape Appraiser assessment criteria
 - ☑ Narrative comments for appropriate comments
-

Definitions of management actions proposed in this report (Table A-2). Definitions were developed as a basis for how the information was collected.

Table A-2. Rating names and description of management action for inventoried communities.

| Rating Name | Management Action Description |
|---------------------------|---|
| Monitor | Trees that were visually inspected and no immediate management action (e.g., removal, pruning, pest treatment) is recommended. These trees should be inspected within five years, or as prescribed earlier (e.g., after a storm damaging event), to determine the need for management action based on an inspection. |
| Priority 1 Removal | Trees identified with a significant factor with removal recommended in the near-term. Trees in this category were either dead or in a critical condition (e.g., <20% tree condition rating) that survival is unlikely in the near-term or the tree poses a near-term structural risk for failure. Structural factors associated with risk include extensive stem decay, cracks, extensive canopy dieback, and other tree weaknesses identified through visual assessment. |
| Priority 2 Removal | Trees identified with a significant factor and removal is recommended after completing priority 1 tree removals. Removal is expected to also occur within the near-term. Trees in this category were either in a critical or poor condition (e.g., <40%) and survival is unlikely in the near-term or the tree poses a near-term structural risk for failure. Structural factors associated with risk include extensive stem decay, cracks, extensive canopy dieback, and other tree weaknesses identified through visual assessment. |
| Priority 1 Pruning | Trees identified with branches are likely to fail in the near-term. These branches were either broken and still attached to the tree, broken and hanging in the canopy, dead, or with a crack. Pruning is recommended as soon as possible. It is possible upon further aerial inspection at the time of pruning that removal is recommended as a result of seeing a structural risk factor not observed from the ground. Trees in this category may also be associated with visual obstruction of a sign or clearance for vehicle and human movement. |
| Priority 2 Pruning | Trees identified with branches likely to require pruning within one to three years. Action is recommended as soon as possible after priority one pruning is completed. It is possible upon further aerial inspection at the time of pruning that removal is recommended as a result of seeing a structural risk factor not observed from the ground. Trees in this category may also be associated with visual obstruction of a sign or clearance for vehicle and human movement. |
| Routine Pruning | Trees in this category were identified to benefit from pruning to improve the overall structure to prevent a future problem. These trees are established and becoming semi-mature (e.g., 1/3 to 1/2 of expected mature tree size). Trees in this category were not found to require pruning as soon as possible and scheduled tree work should occur between the recommended five-year monitoring time period. |
| Training Prune | A tree in this category is recommended for pruning to improve the structure to reduce or eliminate a future problem. This involves the removal (to the parent stem) or reduction of a branch (to a lateral connection). Example action includes selecting a central leader, removing one of more codominant stems, developing a lower canopy structure, or other pruning needs as prescribed by the arborist. |
| Stump Grinding | An existing stump was located for future grinding. |
| Pest Treatment | Action taken to control a significant pest (e.g., insect or disease) to prevent the near-term decline or death of a tree. An example is treatment for emerald ash borer management. |

Tree condition ratings followed the Council of Tree and Landscape Appraisers (CTLA) version 10 guide for tree appraisal for assessment of plant condition that considers health, structure, and form (Table A-3). A 5% increment was assigned to each tree from 0 (dead) to 100% (excellent) and each may be described in rating categories that can be translated into a percent rating. (Note the plant appraiser can/should weight each condition component and develop the condition rating that best reflects a thoughtful and credible condition rating. The table guide was modified from CTLA version 10 (CTLA 2019) with very poor reclassified as critical.

Table A-3. Descriptions used to partition trees into rating categories.

| Rating Category | Condition Components | | | Percent Rating |
|---------------------------------------|--|--|--|-----------------------|
| | <u>Health</u> | <u>Structure</u> | <u>Form</u> | |
| Excellent | High vigor and nearly perfect health with little or no twig dieback, discoloration, or defoliation. | Nearly ideal and free of defects. | Nearly ideal for the species. Generally symmetric. Consistent with the intended use. | 85% to 100% |
| Good | Vigor is normal for the species. No significant damage due to diseases or pests. Any twig dieback, defoliation, or discoloration is minor. | Well-developed structure. Defects are minor and can be corrected. | Minor asymmetries/ deviations from species norm. Mostly consistent with the intended use. Function and aesthetics are not compromised. | 65% to 80% |
| Fair | Reduced vigor. Damage due to insects or diseases may be significant and associated with defoliation but is not likely to be fatal. Twig dieback, defoliation, discoloration, and/or dead branches may comprise up to 50% of the crown. | A single defect of a significant nature or multiple moderate defects. Defects are not practical to correct or would require multiple treatments over several years. | Major asymmetries/deviations from species norm and/or intended use. Function and/or aesthetics are compromised. | 45% to 60% |
| Poor | Unhealthy and declining in appearance. Poor vigor. Low foliage density and poor foliage color are present. Potentially fatal pest infestation. Extensive twig and/or branch dieback. | A single serious defect or multiple significant defects. Recent change in tree orientation. Observed structural problems cannot be corrected. Failure may occur at any time. | Largely asymmetrical/abnormal. Detracts from intended use and/or aesthetics to a significant degree. | 25% to 40% |
| Critical <i>(Very Poor)</i> | Poor vigor. Appears to be dying and in the last stages of life. Little live foliage. | Single or multiple severe defects. Failure is probable or imminent. | Visually unappealing. Provides little or no function in the landscape. | 5% to 40% |
| Dead | Tree no longer alive | High potential to fail | Possible wildlife habitat | 0% to 5% |

Appendix B – Maintenance Cost Assumptions

Time estimates are based on workers already on site within the community. Debris removal assumes the material is disposed of within a community location.

Table B-1. Assumptions used to develop time and cost estimates for proposed work.

| |
|---|
| <p>Monitor: Time estimate based on the rate of inspecting a tree every 3 minutes or 20 trees per hour; this detail includes inspection for significant pest problems, significant tree risk by a limited visual assessment (e.g., dead trees, broken or dead branches > 2 inches), and identifying needed removal or pruning needs with priority ranking. Additional time required for basic or advanced tree risk assessment and beyond the scope of monitoring.</p> |
| <p>Pruning: Time estimate based on Churack et al. (1994) model. The diameter-based model for trees 4 inches or greater in trunk diameter generates a time estimate based on the size of tree ($y = -15.12 + 6.0 * x$; where y = time estimate in minutes, x = tree trunk diameter, and -15.12 is the y-intercept value which was excluded from the time estimate). Thus, a 6-minute estimate per diameter inch of tree trunk was used to project tree pruning needs. Pruning time for training pruning is estimated at 0.25 hours per tree. A \$115 per person hour rate is estimated for contracted pruning costs and debris removal.</p> |
| <p>Removal: Tree estimate based on Obrien et al. (1992) model. The time (people hours) per trunk diameter inch for removal increases by diameter class with 0"–12.5" = 0.19 hr/in, 12.6"–24.5" = 0.25 hr/in, 24.6"–30.5" = 0.31 hr/in, 30.6"–36.5" = 0.39 hr/in, and 36.6" or greater = 0.49 hr/in. Time estimates assume a three-person crew. For example, the removal time estimate for a 23-inch tree is 5.75 total hours (23 in * 0.25 hr/in = 5.75 people hours; for a 3-person crew would be an approximate 2-hour job). Removal costs estimated by the mean value for the Village of Ashwaubenon 2023 tree removal bids 1"–12" = \$32.1/in, 13"–18" = \$30.8/in, 19–24" = \$32.7/in, 25–30" = \$34.7/in, 31–36" = \$38.9/in, 37–42" = \$42.4/in, and 43" or greater = \$43.8/in. These rates include tree removal, removal of debris, stump grinding, and back filling ground stump with soil. A mean \$32.58/inch was used for 1" to 30" trees and a \$41.71/in rate for 30" or greater trees.</p> |
| <p>Stump Grinding: Time estimate based on Obrien et al. (1992) model. Stump grinding for all size trees estimates 0.13 hours per trunk diameter. The stump grinding area is approximately 1.2 times the trunk diameter. If stump diameter is measured then the time estimate is 0.11 hours per stump diameter. A \$115 per person hour rate is estimated for contracted stump grinding.</p> |
| <p>Tree Planting: Estimated tree planting costs were based on the cost of a 1.5" balled and burlaped tree from the mean cost of three nursery's (Johnsons Nursery, Leaves Inspired, and Tillmann Wholesale Growers). A mean \$151 per tree with planting and establishment (watering, mulching, structural pruning) estimated at \$150 for a total \$301 per tree.</p> |

References

- Churack P.L, R.W. Miller, K. Ottman, and C. Koval. 1994. Relationship Between Street Tree Diameter Growth and Projected Pruning and Waste Wood Management Costs. *Journal of Arboriculture*. 20(4):231–236
- Hauer R. J. and Peterson W. D. 2016. Municipal Tree Care and Management in the United States: A 2014 Urban & Community Forestry Census of Tree Activities. Special Publication 16-1, College of Natural Resources, University of Wisconsin – Stevens Point. 71 pp.
- O'Brien P.R, K.A. Joehlin, D. J. O'Brien, 1992. Performance Standards For Municipal Tree Maintenance. *Journal of Arboriculture*. 18(6):307–315

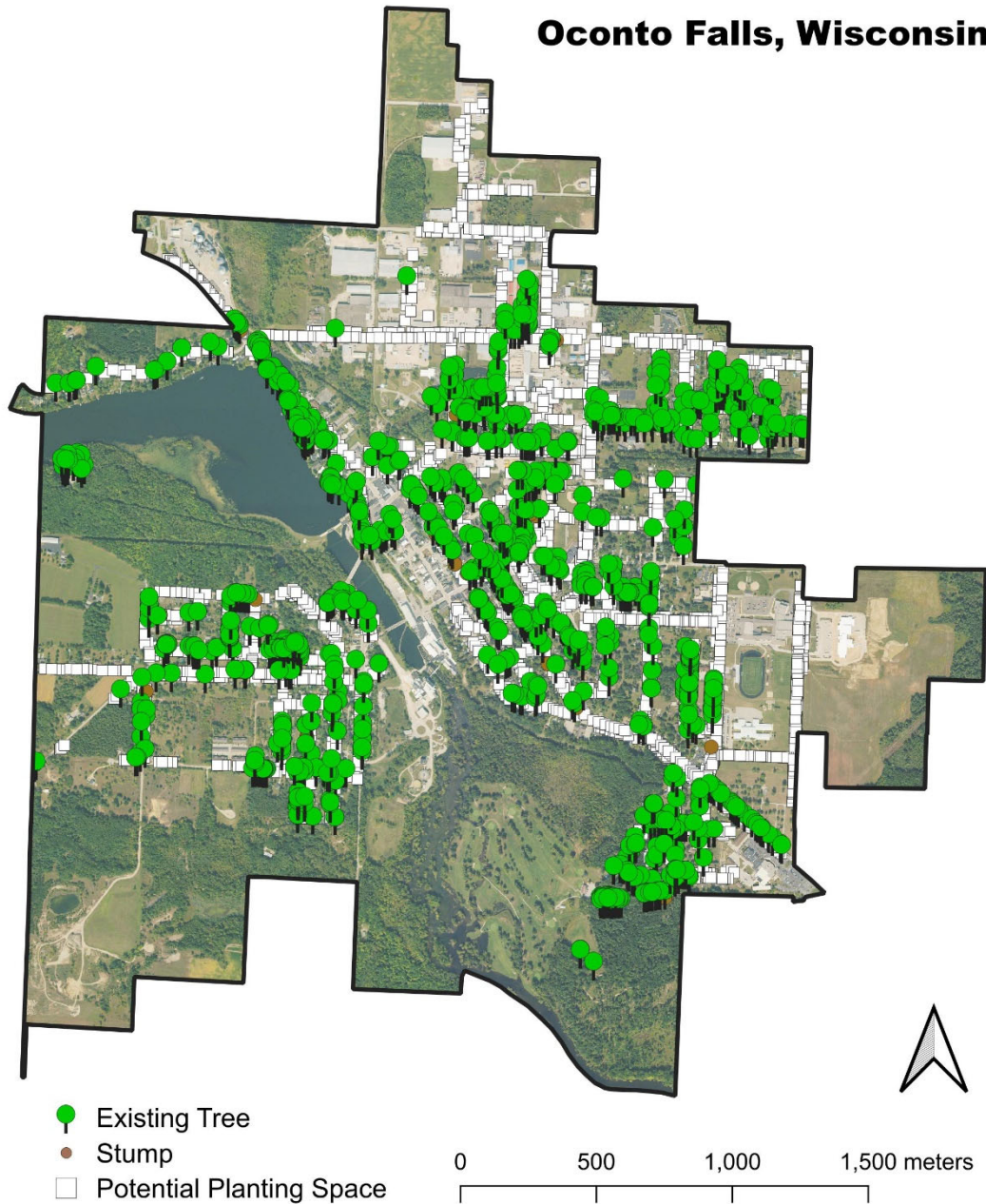
Appendix C – Tree Location and Management

This section contains tree locations and the associated management needs. An overall community-wide map provides a perspective of trees on public locations along streets and in parks. Additional park specific maps are provided to aid locating these trees. The associated Excel File contains a database of trees by location. Specifically, the street trees are associated by property address. The symbology follows the maintenance priority for pruning and removal. A priority one tree should be attended to before a priority two tree. However, for management efficiency it might make sense to address both priority types while at a location. Training prune trees are smaller stature trees to prune for future stability. Trees listed as monitoring should be evaluated again during the next inspection cycle as developed by the community.



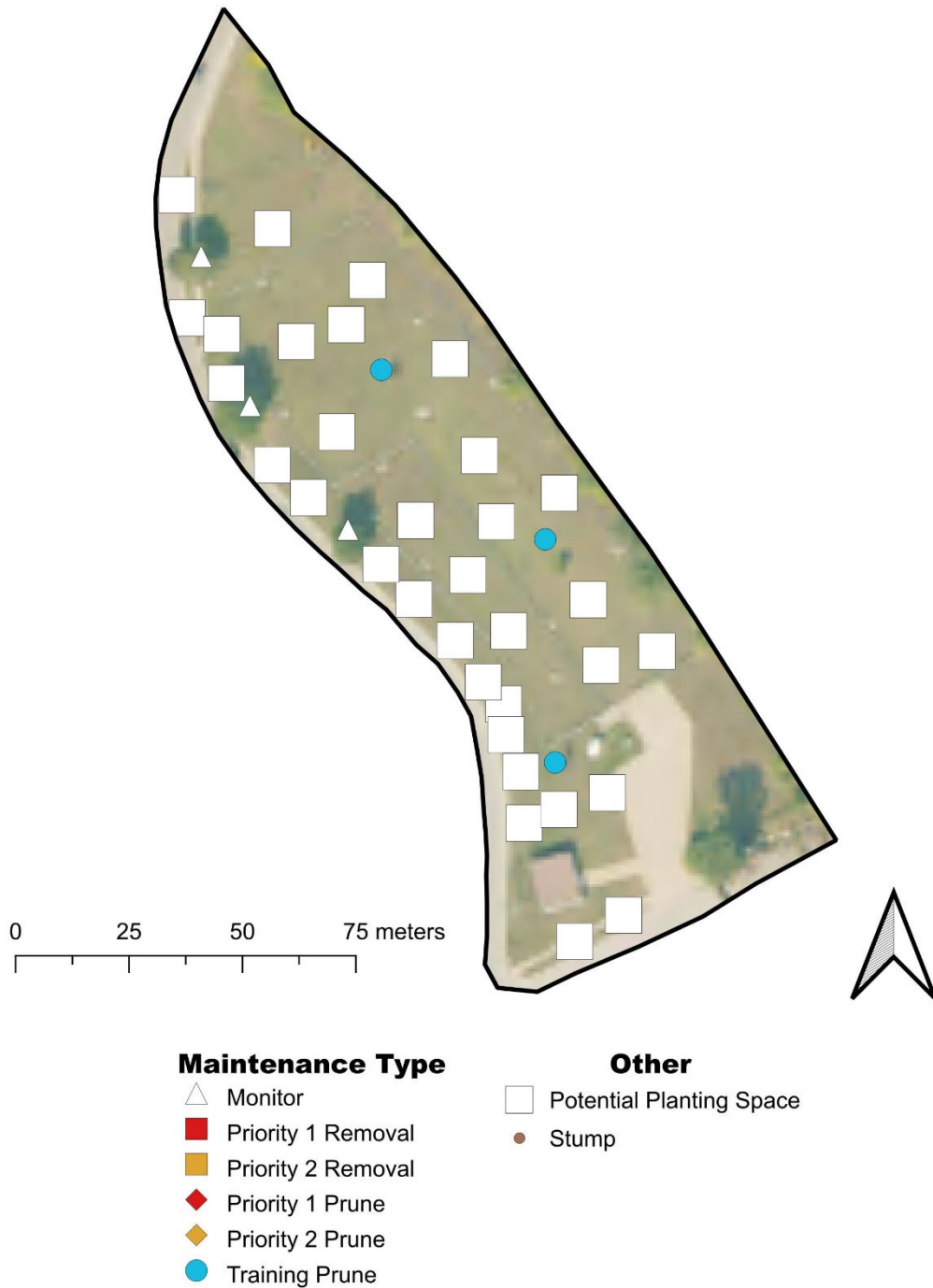
Municipal Trees and Planting Spaces Along Streets

Oconto Falls, Wisconsin



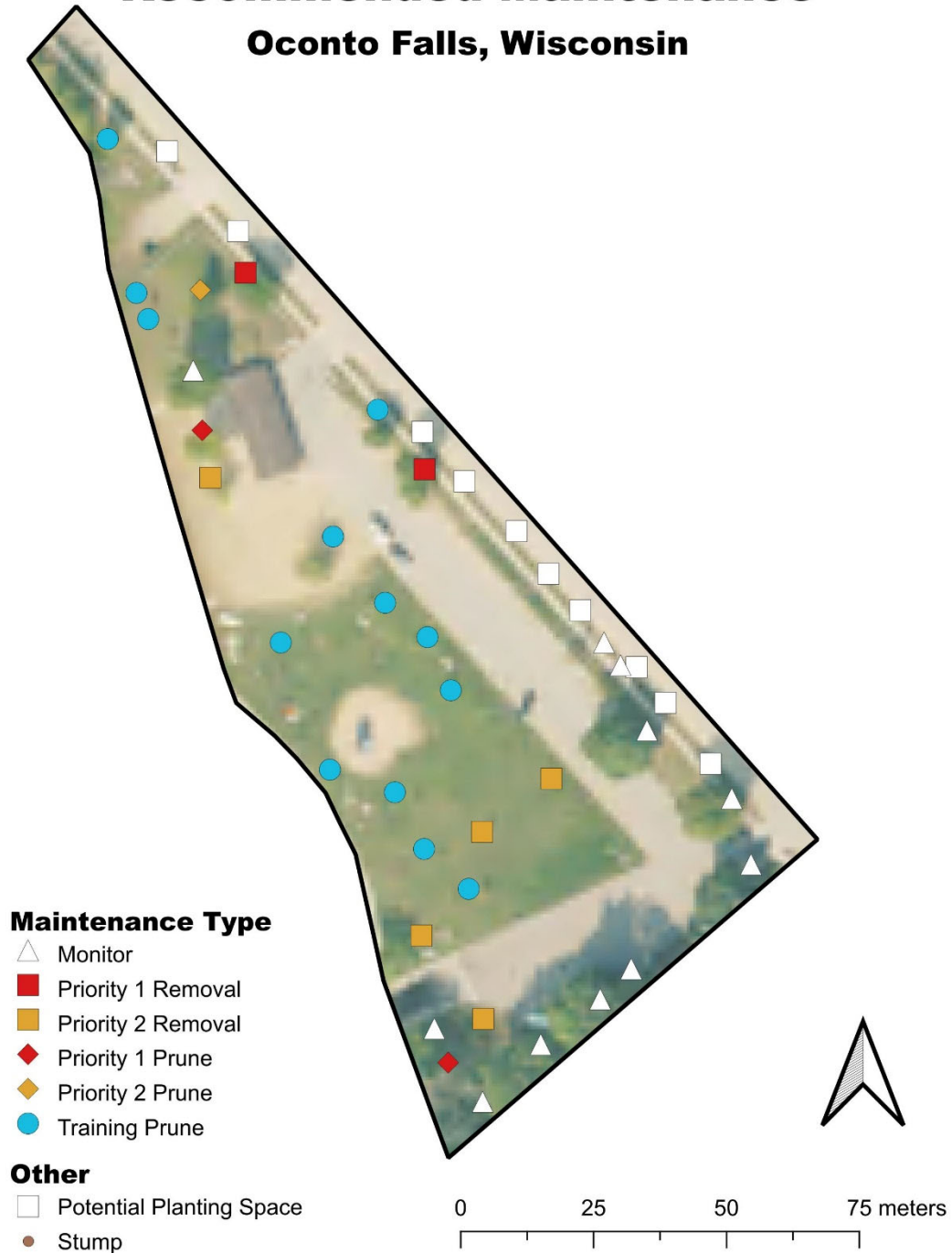
Dog Park Tree Locations and Recommended Maintenance

Oconto Falls, Wisconsin



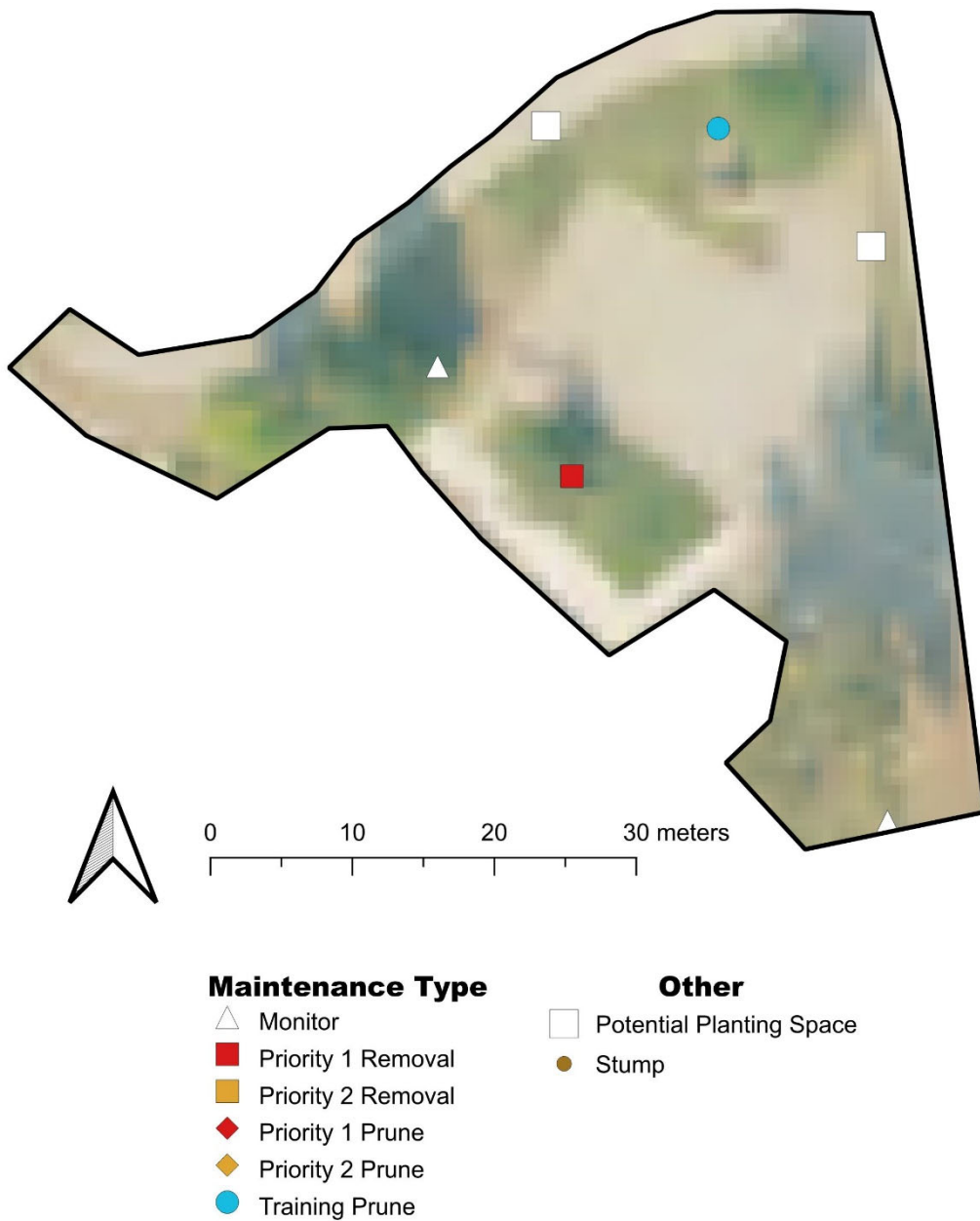
East Side Beach Tree Locations and Recommended Maintenance

Oconto Falls, Wisconsin



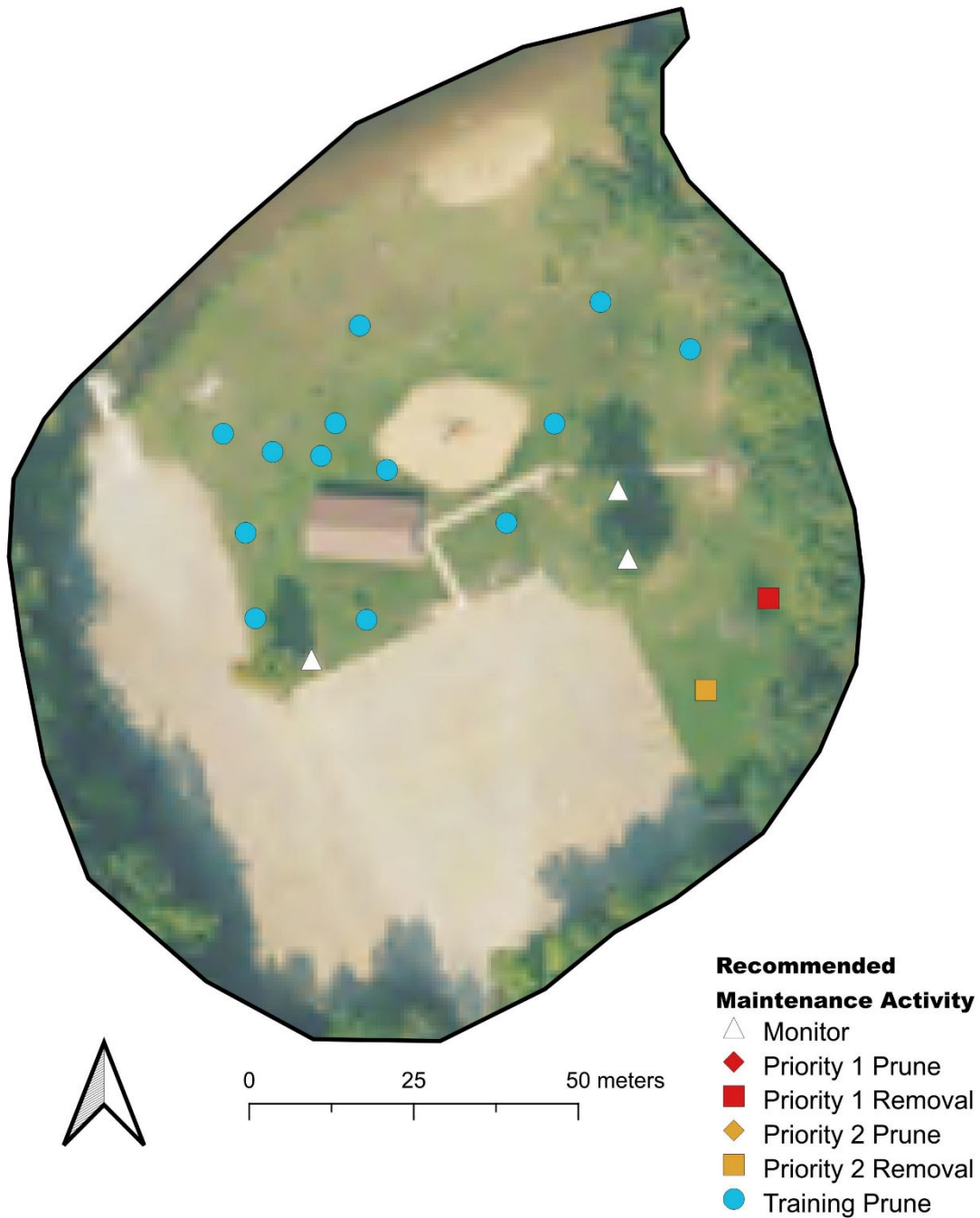
East Side Boat Launch Tree Locations and Recommended Maintenance

Oconto Falls, Wisconsin



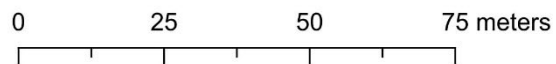
West Side Beach Tree Locations and Recommended Maintenance

Oconto Falls, Wisconsin



Sherman Street Park Tree Locations and Recommended Maintenance

Oconto Falls, Wisconsin



Maintenance Type

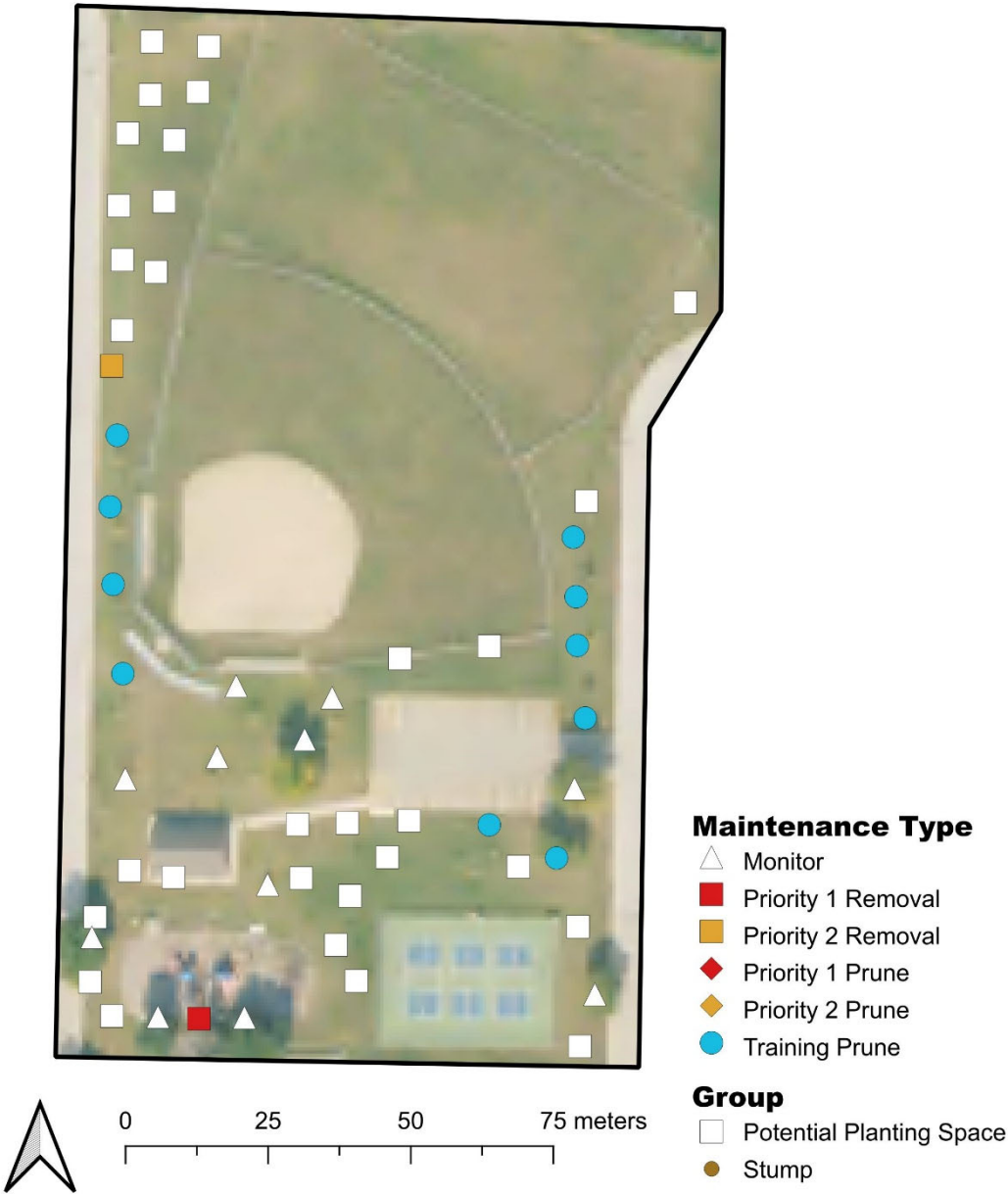
- △ Monitor
- Priority 1 Removal
- Priority 2 Removal
- ◆ Priority 1 Prune
- ◆ Priority 2 Prune
- Training Prune

Other

- Potential Planting Space
- Stump

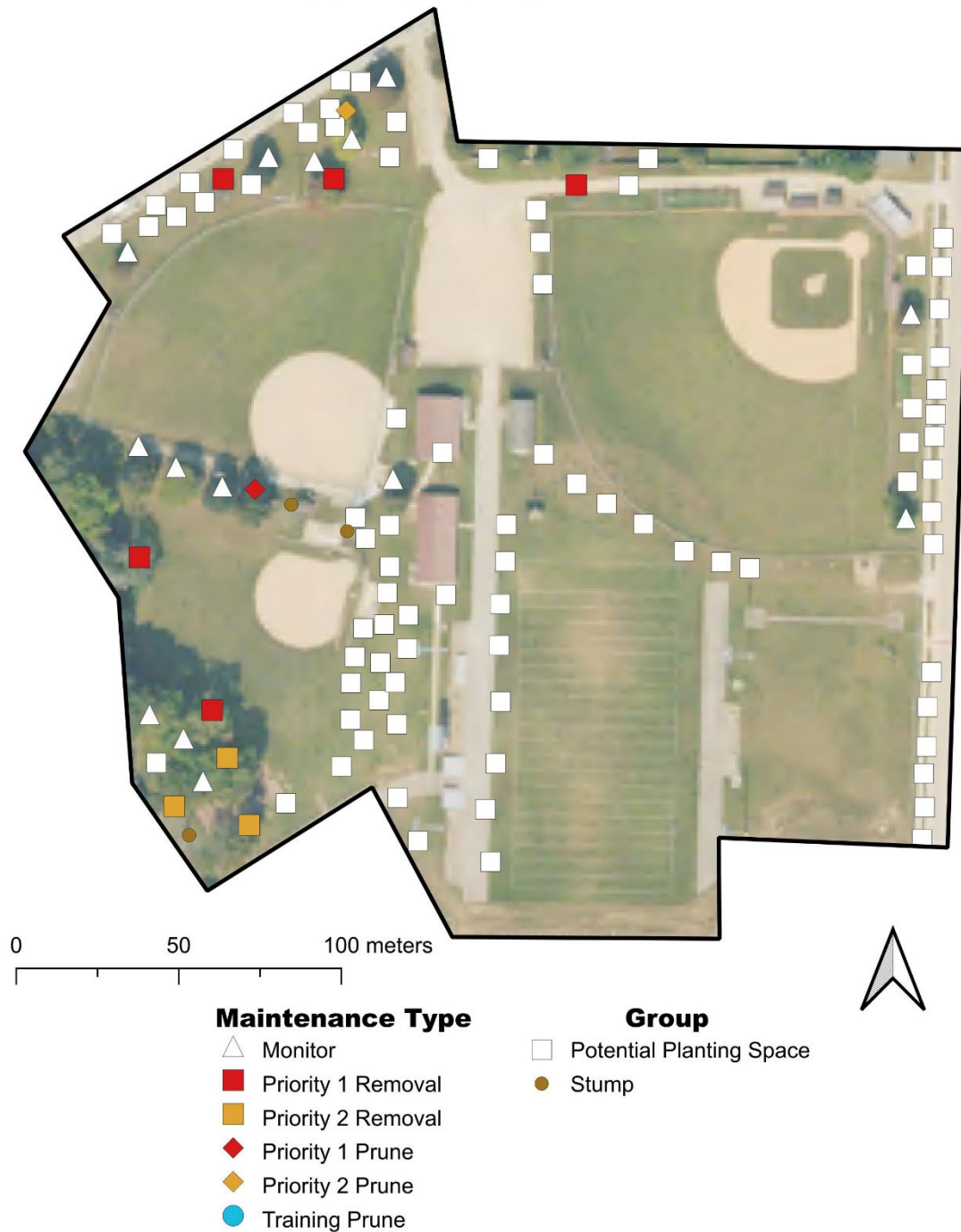
Pleasant View Park Tree Locations and Recommended Maintenance

Oconto Falls, Wisconsin



Memorial Park Tree Locations and Recommended Maintenance

Oconto Falls, Wisconsin



Municipal workers seek advanced urban forestry skills

City of Oconto Falls, WI –Wally Remic has been selected to participate in Wisconsin's Community Tree Management Institute (CTMI). This innovative program offers municipal employees the opportunity to develop high-level leadership and management skills in urban forestry.

Well-maintained trees increase safety and property values, conserve energy, improve air quality, reduce storm water run-off and improve public health. They improve our quality of life overall.

Participants from 25 Wisconsin communities will undergo six days of intensive CTMI training at the institute, acquiring knowledge and skills while learning to apply resourceful solutions as they manage municipal trees and green spaces for the benefit of everyone.

CTMI is sponsored by the state Department of Natural Resources with assistance from the City of Stevens Point and over 15 other partners. More information about the program is available on the [CTMI website](#).





















Roger W. Greetan
Memorial Park



Oconto Falls Area
Senior Center



22

N Chestnut Ave

S Chestnut Ave

Colu

Google



Layers

Imagery ©2025 Airbus

State of Wisconsin
DEPARTMENT OF NATURAL RESOURCES
101 S. Webster Street
Box 7921
Madison WI 53707-7921

Tony Evers, Governor
Karen Hyun, Ph.D., Secretary
Telephone 608-267-7556
Toll Free 1-888-936-7463
TTY Access via relay - 711



July 1, 2025

Mr. Peter Wills, Administrator
City of Oconto Falls
500 North Chestnut Ave
Oconto Falls, WI 54154

SUBJECT: Fiscal Year 2025 Urban Forestry Catastrophic Storm Grant Agreement
► **REQUIRES IMMEDIATE ATTENTION & SIGNATURE** ◀

Dear Mr. Wills:

Congratulations! On behalf of the Governor, we are pleased to forward to you an agreement for financial assistance from the Urban Forestry Catastrophic Storm Grant Program. .

| <u>Project No.</u> | <u>Project Name</u> | <u>Sponsor</u> | <u>State Award</u> |
|--------------------|---|----------------------|--------------------|
| 25UFCS030 | CITY OF OCONTO FALLS- STATE OF EMERGENCY | City Of OCONTO FALLS | \$14,322.74 |

As the Authorized Representative, within 30 business days, please print, review, sign, date and return the grant agreement to DNRURBANFORESTRYGRANTS@WI.GOV.

Funds will be encumbered when the above-referenced documents are returned.

- The period covered by this agreement: **March 29, 2025 through March 30, 2026.**
Project costs incurred prior to or after will not be eligible for reimbursement.

All work must be completed within the grant period and in accordance with the terms of the agreement. Note the grant conditions contained in the agreement.

Check your local procedures to ensure you comply with all applicable state and federal laws regarding competitive bidding and awarding. If you have any questions regarding bidding and/or awarding procedures, contact your organization or agency's attorney for advice. The *Procurement Guide for Local Governments Receiving Grants (State or Federal)* from the Wisconsin Department of Natural Resources explains the department's general bidding and contracting standards for grant projects and is available at:

<https://dnr.wisconsin.gov/sites/default/files/topic/Aid/grants/ProcurementGuide.pdf>

There may be other enclosures depending on the conditions listed in this grant agreement. **Read the special conditions carefully.** Please note that any work performed by a consultant or other service provider totaling \$10,000 or more requires a written contract. The contract must specify the financial terms, contract duration and services to be rendered.

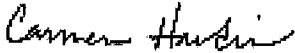
Reimbursement instructions and forms can be found at <http://dnr.wi.gov/topic/UrbanForests/grants/index.html>. Submit the final reimbursement information **within 60 days of grant expiration**. If you charge equipment usage to the grant, refer to the WisDOT Classified Equipment Rates available here: <http://dnr.wi.gov/topic/UrbanForests/grants/index.html> to establish the eligible rate or estimated life of the equipment. Use the date that your grant agreement was signed for determining which rate year to use.

Actual fringe benefits, not to exceed the rate established annually by the Department of Administration (DOA), are eligible as part of the sponsor's labor costs. The current fringe rate is 48.58%. Fringe benefits may include employee insurance, retirement plans, social security contributions, worker compensation, etc.

Should you have questions regarding your grant agreement, please contact Nicolle Spafford, Urban Forestry Grant Manager at (715)896-7099 or Patricia Lindquist at (715)574-1314 or email:

DNRURBANFORESTRYGRANTS@wisconsin.gov. The Department of Natural Resources is pleased to participate with you in this project to repair the damage to your communities' urban forest.

Sincerely,



Carmen Hardin
Bureau Director of Applied Forestry

Enclosures

C: Patricia Lindquist – DNR Urban Forestry Coordinator, Green Bay
Tim Magnin – Project Manager

GRANT CONDITIONS

NOTICE: Collection of this information is authorized under s. 26.145, Wis. Stats., and chapter NR 47, subchapters I and V, and XII, Wis. Admin. Code. Personally identifiable information will be used for managing grants and is not intended to be used for other purposes.

| | |
|----------------------|----------------|
| Sponsor | Project Number |
| City of Oconto Falls | 25UFCS030 |

Project Title

CITY OF OCONTO FALLS- STATE OF EMERGENCY/CATASTROPHIC STORM EVENT

| | |
|---------------------------------------|---|
| Period Covered by This Agreement | Name of Program |
| March 29, 2025 through March 30, 2026 | Urban Forestry Catastrophic Storm Grant Program |

Project Scope and Description of Project

The City of Oconto Falls shall participate in the Urban Forestry Catastrophic Storm Grant Program by providing the following items as described in the project application.

Project Description: STATE OF EMERGENCY - EXECUTIVE ORDER #256 IN RESPONSE TO SEVERE WEATHER MARCH 29, 2025 AND CONTINUING THROUGH APRIL 1, 2025

Scope Details:

| |
|----------------------|
| Tree Maint, Planting |
| Tree Maint, Removal |

| | |
|------------------------------|--|
| Project Cost: | The following documents are hereby incorporated into and made part of this agreement: |
| Total Cost \$14,322.74 | 1. Chapter NR 47, Subchapters I, V and XII, Wisconsin Administrative Code |
| Fund Support 0% | 2. Urban Forestry Catastrophic Storm Grant Application and attachments dated May 30, 2025 |
| State Aid Amount \$14,322.74 | 3. Executive Order #256 Relating to Declaring a State of Emergency in Response to Extreme Severe Storm Weather |
| Sponsor Share \$.00 | |

A. GENERAL CONDITIONS

1. **PERFORMANCE.** The State of Wisconsin Department of Natural Resources (hereafter DEPARTMENT) and the City of Oconto Falls (hereafter PROJECT SPONSOR) mutually agree to perform this agreement in accordance with the Urban Forestry Catastrophic Storm Grant Program and with the project proposal, application, terms, promises, conditions, plans, specifications, estimates, procedures, maps, and assurances attached hereto and made a part hereof.
2. **INDEPENDENT CONTRACTOR.** The PROJECT SPONSOR is an independent contractor for all purposes, not an employee or agent of the DEPARTMENT.
3. **ENTIRE GRANT AGREEMENT.** This agreement, together with any referenced parts and attachments, shall constitute the entire agreement and previous communications or agreements pertaining to the subject matter of this agreement are hereby superseded.
4. **GRANT AGREEMENT AMENDMENTS.** Any cost adjustments must be made by a written amendment to this agreement, signed by both parties, prior to the expenditure of funds or the termination date of the agreement. Adjustments for time of performance or scope of work may be granted to the PROJECT SPONSOR by the DEPARTMENT in writing without the requirements of PROJECT SPONSOR's signature.
5. **SUSPENSION OF OBLIGATIONS.** Failure by the PROJECT SPONSOR to comply with the terms of this agreement shall not cause the suspension of all obligations of the DEPARTMENT hereunder if, in the judgment of the Secretary of the DEPARTMENT, such failure was due to no fault of the PROJECT SPONSOR. In such cases, any amount required to settle at minimum costs any irrevocable obligations properly incurred shall be eligible for assistance under this agreement, at the DEPARTMENT's discretion.
6. **AFFIRMATIVE ACTION PLAN.** [For grants over \$50,000] Within fifteen (15) working days after this Grant Agreement is executed, Grantee shall comply with the State of Wisconsin Affirmative Action Plan Requirements, available at <https://doa.wi.gov/Documents/DEO/WIAffirmativeActionRequirements.pdf>, and submit the required forms and/or plan to the Department, unless the appropriate forms or plan are already on file with the state.
7. **The PROJECT SPONSOR agrees:**
 - a. **OFFER ACCEPTANCE.** To notify the DEPARTMENT, in writing, of acceptance of this offer by delivering to the Urban Forestry Grant Manager one original agreement duly signed by the authorized representative. Once signed, the agreement is binding.
 - b. **DECLINING OFFER.** To notify the DEPARTMENT, in writing, of its decision to decline this offer of financial assistance at any time prior to the start of the project and before expending any funds. After the project has been started or funds expended, this agreement may be terminated, modified, or amended only by mutual agreement of both parties in writing.
 - c. **EXECUTION OF AGREEMENT.** To execute the project described in the grant agreement in accordance with this agreement in consideration of the promises made by the DEPARTMENT herein.
 - d. **APPLICABLE LAW.** To comply with all applicable Wisconsin Statutes and Wisconsin Administrative Codes in fulfilling the terms of this agreement.

- e. **BIDDING.** To comply with all applicable local and state contract and bidding requirements. The PROJECT SPONSOR should consult its legal counsel with questions concerning contracts and bidding.
- f. **ACCOUNTING AND FISCAL RECORDS; RECORDS RETENTION; ACCESS.** To comply with the Urban Forestry Catastrophic Storm grant program procedures, a copy of which is attached hereto and made a part hereof. Accounting and fiscal records shall be maintained to reflect the receipt and expenditure of all funds used for this project. If an advance is provided, all grant funds shall be credited promptly upon receipt in a separate account. These funds shall be expended only for project costs. Accounts, documents, and records related to this project shall be retained by the PROJECT SPONSOR for a period of three (3) years following the end of this agreement. The PROJECT SPONSOR agrees to allow the DEPARTMENT access to these records upon request.
- g. **INDEMNIFICATION.** To save, hold harmless, defend, and indemnify the State of Wisconsin, the DEPARTMENT and all its officers, employees and agents, against any and all liability, claims and costs of whatever kind and nature, for injury to or death of any person or persons, and for loss or damage to any property (state or other) occurring in connection with or in any way incident to or arising out of the occupancy, use, service, operation or performance of work in connection with this agreement or omissions of PROJECT SPONSOR's employees, agents or representatives.
- h. **REPAYMENT; TERMINATION.** To reimburse the DEPARTMENT any and all funds the DEPARTMENT deems appropriate in the event the PROJECT SPONSOR fails to comply with the conditions of this agreement or project proposal as described, or fails to provide public benefits as indicated in the project application, proposal description, or this agreement. If the DEPARTMENT, PROJECT SPONSOR, or PROJECT SPONSOR'S auditor determines that both the DEPARTMENT and another source (e.g., Federal Emergency Management Agency (FEMA)) paid an eligible cost, the PROJECT SPONSOR shall refund the questioned cost to the DEPARTMENT. In addition, should the PROJECT SPONSOR fail to comply with the conditions of this agreement, fail to progress due to nonappropriation of funds, or fail to progress with or complete the project to the satisfaction of the DEPARTMENT, all obligations of the DEPARTMENT under this agreement may be terminated, including further project cost payment. Upon notification of grant termination, any grant advance or payment not substantiated by documentation shall be immediately returned to the DEPARTMENT by the PROJECT SPONSOR.
- i. **NON-DISCRIMINATION.** In connection with the performance of work under this Agreement, not to discriminate against any employee or applicant for employment because of age, race, religion, color, disability, sex, physical condition, developmental disability as defined in s. 51.01(5), Wis. Stats., sexual orientation or national origin. This provision shall include, but not be limited to, the following: employment, upgrading, demotion or transfer; recruitment or recruitment advertising; layoff or termination; rates of pay or other forms of compensation; and selection for training, including apprenticeship. The PROJECT SPONSOR further agrees to take affirmative action to ensure equal employment opportunities. The PROJECT SPONSOR agrees to post in conspicuous places, available for employees and applicants for employment, notices to be provided by the DEPARTMENT setting forth the provisions of this nondiscrimination clause. Failure to comply with the conditions of this clause may result in the termination of this Agreement or withholding of payment.

8. The DEPARTMENT agrees:

- a. **GRANT ENCUMBRANCE AND PAYMENT.** In consideration of the covenants and agreements made by the PROJECT SPONSOR herein, to obligate for the PROJECT SPONSOR the amount listed as the Grant Amount on the first page of this agreement and to tender to the PROJECT SPONSOR that portion of the obligation which is required to pay the DEPARTMENT's share of the costs based upon the state providing 100% percent of the eligible project costs not to exceed a maximum of \$14,322.74.
- b. **INDEPENDENT CONTRACTOR.** That the PROJECT SPONSOR shall have sole control of the method, hours worked, and time and manner of any performance under this agreement other than as specifically provided herein. The DEPARTMENT reserves the right only to inspect the job site or premises for the sole purpose of ensuring that the performance is progressing or has been completed in compliance with the agreement. The DEPARTMENT takes no responsibility of supervision or direction of the performance of the agreement to be performed by the PROJECT SPONSOR or the PROJECT SPONSOR's employees or agents. The DEPARTMENT further agrees that it will exercise no control over the selection and dismissal of the PROJECT SPONSOR's employees or agents.
- c. **ACCESS TO RECORDS.** To retain its right to examine all accounts, documents, and records of the PROJECT SPONSOR as they relate to this agreement.

- d. **TERMINATION.** To reserve its right to terminate this agreement for failure by the PROJECT SPONSOR to comply with any provision of this agreement.

B. SPECIAL CONDITIONS

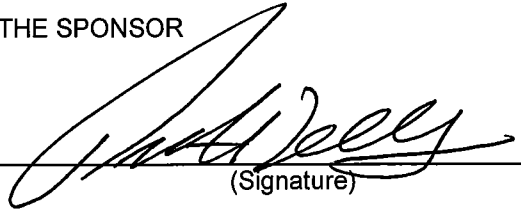
1. The PROJECT SPONSOR agrees to sign and return the grant agreement within 30 days of receipt of this agreement.
2. The Sponsor agrees that it will charge only the actual fringe benefits eligible, not to exceed the rate established annually by the Department of Administration (DOA), as part of the sponsor's labor costs. The current fringe rate is 48.58%. Fringe benefits may include employee insurance, retirement plans, social security contributions, worker compensation, etc.
3. The Sponsor agrees to use the WisDOT Classified Equipment Rates to establish the eligible rate or estimated life of the equipment (use the date that your grant agreement was signed for determining which rate year to use):
<http://dnr.wi.gov/topic/UrbanForests/grants/index.html>.
4. Please note that any work performed by a consultant or other service provider totaling \$10,000 or more requires a written contract. The contract must specify the financial terms, contract duration and services to be rendered.
5. The Sponsor agrees to provide to the Department for review ***within 60 days of grant expiration*** a final project summary to include:
 - a. Summary of project results
 - b. Conclusions and outcomes
 - c. Status of any additional funding sources sought (e.g. FEMA and/or Insurance)
6. The Sponsor agrees to provide to the Department, site map(s) or a list of trees that were removed and planted.
7. All tree care operations shall meet standards established in all parts of the most current editions of ANSI A300 American National Standard for Tree Care Operations - Tree, Shrub and Other Woody Plant Maintenance - Standard Practices and ANSI Z133.1 American National Standard for Tree Care Operations - Pruning, Trimming, Repairing, Maintaining and Removing Trees and Cutting Brush - Safety Requirements

City Of Oconto Falls
Urban Forestry Grant Number: 25UFCS030
Grant Award: \$14,322.74

The person signing for the Sponsor represents both personally and as an agent of his or her principal that he or she is authorized to execute this agreement and bind his or her principal, either by a duly adopted resolution or otherwise.

FOR THE SPONSOR

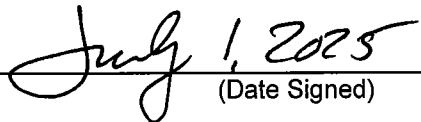
By



(Signature)

City Administrator

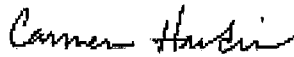
(Title)



(Date Signed)

STATE OF WISCONSIN
DEPARTMENT OF NATURAL RESOURCES
FOR THE SECRETARY

By



Carmen Hardin, Bureau Director
Bureau of Applied Forestry

July 1, 2025

(Date Signed)

Parks Grant Update

West Side Beach

Estimated Start Date 9/15

Designs have been finalized for the bathroom remodel to include replacing the current fixtures and adding a handicap accessible stall to each unit.

Lighting and stall enclosures will be addressed at all city owned park bathroom facilities during the project.

Concrete sidewalks will be repoured to meet ADA requirements

Memorial Field Playground Update Date 8/11/2025

Estimated Completion

The new playground equipment has been installed, and the site is 90% complete, the playground safe mulch has been added to the area and will be topped off after the concrete curbing is completed.

Tennis Court Upgrades

Estimated Start Date 9/2/2025

Convert the Tennis court at Memorial Field to new sand volleyball courts. Options include to keep 1 tennis court and adding a volleyball court to the other side or remove both and create 2 new sand courts.

Pine Grove Park

Estimated Start Date 9/2/2025

Deleting the sand volleyball court at Pine Grove Park and returning sand areas to grass. Remove the large metal slide and metal monkey bar apparatus. Add area for picnic tables in the shade of the large pine trees.