

**TOWN OF GIBRALTAR
 REGULAR MONTHLY MEETING W/ CLOSED
 SESSION PER WISCONSIN STATE STATUTES
 19.85(1)(c)(g)
 WEDNESDAY, NOVEMBER 3, 2021
 GIBRALTAR TOWN CENTER
 4097 HIGHWAY 42, FISH CREEK WI 54212
 7:00 PM**

To mitigate the impact of COVID-19 this meeting can be attended remotely.
 To join via phone: Call 1-312-626-6799
 To join via Zoom meeting:
www.zoom.us
 Meeting ID: 891 8527 9043
 Password: 381250

1. Call to order
2. Pledge of Allegiance
3. Roll call/quorum
4. Agenda/proper notice/adopt agenda D/A
5. Approve minutes of previous meeting(s) D/A
6. Committee reports
7. Public comment
8. Special Event Request: Ugly Sweater Fun Run, December 4, 2021, partial Gibraltar Rd Closure D/A
9. 2021-2022 Airport Snow Removal Proposal D/A
10. Commissioners of Public Lands Property Purchase Considerations/Application D/A
11. Fish Creek Scenic Boat Tours and Fish Creek Boat Rentals Lease Renewal D/A
12. Road Bid Requests for 2022 LRIP Grant Funding and Review D/A
13. Rename Town Road 50 D/A
14. Rename Town Road 68 D/A
15. Rename Town Road 69 D/A
16. Consideration of Reserve Liquor License Issuance Discussion Only D/
17. Approval of Noxious Weed Ordinance D/A
18. Consideration of Poll Worker Wage Increase D/A
19. 2022 Dog License Fees D/A
20. Other Fee Schedules Discussion Only D/
21. Approve 2021-2022 Operators Licenses D/A
22. Consideration of Budget Enhancement Proposals D/A
23. Adjourn to closed session according to Wisconsin State Statutes 19.85(1) (c)(g) D/A
 - ✦ Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility – Staff Wages D/A
 - ✦ 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: General Town Matters D/A
24. Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adopt resolution on issues discussed in closed session D/A
25. Adjourn D/A

/s/ Steve Sohns, Chairman

DEVIATION IN ORDER MAY OCCUR

Posted: October 29, 2021	<input checked="" type="checkbox"/> Fish Creek Post Office
_____	<input checked="" type="checkbox"/> Fish Creek BP
Kelly Murre, Clerk	<input checked="" type="checkbox"/> Nicolet Bank – Fish Creek Branch
	<input checked="" type="checkbox"/> Town Website

In compliance with the Americans with Disabilities Act, any person needing assistance to participate in this meeting, should contact the Office of the Town Clerk at (920) 868-1714. Notification 24 hours prior to a meeting will enable the Town to make reasonable arrangements to ensure accessibility to that meeting.

**Any item may have action taken unless otherwise specified*

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**TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WEDNESDAY, OCTOBER 6, 2021
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 PM**

Approved:

Call to order: Steve Sohns called the regular meeting to order at 7: 00 p.m.

Pledge of Allegiance

Roll call/quorum:

Board members present: Steve Sohns, Bill Johnson, Tim Luetzgen, Brian Merkel, and Jayson Merkel.

Board member(s) absent: None

Agenda/proper notice/adopt agenda: Sohns confirmed the agenda had been properly noticed. *Motion: (Johnson, J. Merkel) to adopt the agenda as presented. Carried*

Approve minutes of previous meeting(s): *Motion: (Johnson, B. Merkel) to approve the minutes of the September 1, 2021 as written. Carried*

Motion: (Johnson, J. Merkel) to approve the minutes of the September 15, 2021 closed session meeting, as written. Carried

Motion: (Johnson, B. Merkel) to approve the minutes of the September 30, 2021 closed session meeting, as written. Carried

Motion: (Johnson, Luetzgen) to approve the minutes of the September 30, 2021 joint closed session meeting, as written. Carried

Community Service Recognition – Fire Department: Chief Bertges recognized Arianna Allyn and Ismael “Mailo” Valdiva for their assistance in the control of two fires earlier last month. Both used a fire extinguisher to stop the spread and emphasized the importance of maintaining household fire extinguishers.

50 Years of Service Recognition – Holly Somerhalder: Sohns congratulated Holly Somerhalder on her 50th anniversary with the Door County Library.

Committee/Commission Reports

Parks & Lands: Buske thanked the community and the Town Board. The noxious weed ordinance was discussed at their last meeting. Tree donations were received for the beach. Door County Mariner award was presented to Joel and MaryAnn Blahnik. The Holiday lighting committee met this week and will be bringing recommendations to Parks and Lands later this month for phase 2.

Fire Department/EMR: Bertges reported call volume is down 22 down from 37. Significant events 2 fires put out by fire extinguishers. Power line incident with active sparking and several EMS incidents. Community Assistance program is in the works. School safety programs and fire inspections. Rope rescue training. Open house moved to the park and ½ Marathon.

Law Enforcement: Chief Roesch reported 272 contacts for the month. The Century Ride was last week with no major issues. Online with Lexis Nexus to request accident reports.

VFC: Kathy Hoke presented their proposal for budget next year. Things are changing with Room tax. Still would like funding for next year and are requesting \$30,000.

Karly reported VFC had Inside/Outside days with nice fall weather. Points of Contact was 1184 in September. Really hasn’t slowed down in town. Last minute hotel stays are difficult to find. Open daily through October, weekends in November.

Noble House: Buske reported only a few more weeks of tours for the season. Compliments on the building. Wreath sales will begin at the end of this month. Thanked the landscape volunteers and town maintenance.

Airport: Franke reported they receive another inquiry for a hangar. Airport property is posted with no trespassing signs. An ordinance is in place that prohibits people from being on airport property. Mike McCutcheon inquired about the PPT revenue.

Watershed: Merline reported final testing and macro invertebrate study.

Plan Commission: Merline reported the Commission has been working on Green Tier and budget.

Harbor Commission: Harris reported the Dock is in the final week of the season with shortened hours.

Last day is Friday the 15th.

1 **Room Tax:** Weddig reported the executive committee met to review July numbers. Zone is up over 22%.
2 Gibraltar YTD up 62.7%/20% over 2019. Currently in meetings with Destination Door regarding the new
3 municipal agreement.

4 **Building Committee:** No report

5 **Door County Coastal Byways Council:** No report

6 **Clerk:** Murre reported there is still an opening on the Parks and Lands Committee.

7 **Treasurer:** Theresa reported we've been working heavily on the budget. Sworn in as Deputy Clerk.

8 **Administrator:** No report outside of agenda items.

9 **Chairman:** Sohns reported the lights are completed at the beach viewing platform. Maintenance crew
10 assisted with the placement and installation of the rock at the beach. Blacktopping and shouldering has been
11 completed.

12

13 **Public Comment:**

14 Amy Wilde inquired if the Town is looking into any of the grants available for employee housing. Has notice
15 a lot of tour busses coming to Fish Creek to shop and asked if there was notice of their arrivals.

16

17 **Agenda Items:**

18

19 **2021-2022 Airport Snow Removal Proposal:** Thyssen reported the airport committee met to discuss the
20 PPT collected by the Town. The amount is minimal. The Town does not charge for police or fire services.
21 Jeff Drajesk was unable to attend this evening. Will wait to hear his proposal.

22

23 **Application for a "Class B" Combo Liquor License: Bad Eleven Provisions, LLC (Scott Schmidt,**
24 **Agent), 4149 Main Street:** *Motion: (Johnson, B. Merkel) to approve the application for a "Class B" Combo Liquor*
25 *License: Bad Eleven Provisions, LLC (Scott Schmidt, Agent), 4149 Main Street. Carried*

26

27 **Consideration of Property Purchase:** The Town has secured an option to purchase Kinsey Properties,
28 LLC: 4148 Main Street for \$3.5 million. This property is adjacent to the Retreat lot purchased in 2016. It is
29 part of the Waterfront Master Plan and would benefit Municipal Dock operations. Thyssen is planning
30 informational meetings for the public. *Motion: (Johnson, B. Merkel) to forward the property acquisition to the electors.*
31 *Carried.*

32

33 **Set Date for Meeting of the Electors:** *Motion: (Johnson, Luetzgen) to schedule the meeting of the electors for November*
34 *15, 2021 at 6 PM. Carried*

35

36 **Special Event Request – Door County Fall 50:** Brian Fitzgerald represented for the Fall 50. The exchange
37 point will again be at the High School. Need to coordinate staffing at the Juddville Rd intersection. *Motion: (B.*
38 *Merkel, Johnson) to approve the special event request for the Door County Fall 50 with logistic being worked out with Law*
39 *Enforcement & Fire Department. Carried*

40

41 **Amend Special Event Request – Visit Fish Creek Jack-o-Lantern Days to include a Haunted Trail:**
42 Karly presented for VFC they are proposing a haunted trail and possible concessions in Fish Creek Park.
43 *Motion: (B. Merkel, Johnson) to approve Jack o'Lantern Days with the addition of a haunted trail and concessions in Fish*
44 *Creek Park, with the condition to safely work out the details of the bridge. Carried*

45

46 **Consideration of Right of First Refusal for Hangar A-6, Gary Glojek:** The sale price of the hangar is
47 \$27,000 *Motion: (B. Merkel, Johnson) to not exercise right of first refusal. Carried*

48

49 **Consideration of Sale of Hangar A-6 to Chris Ash:** *Motion: (B. Merkel, Johnson) to approve the sale of hangar A-*
50 *6 to Chris Ash. Carried*

51

52 **Consideration of Lease Agreement for Hangar A-6:** *Motion: (Johnson, J. Merkel) to approve lease agreement with*
53 *Chris Ash. Carried*

54

1 **Consideration of Right of First Refusal for Hangar A-7, Lawrence Wickter:** The sale price of the hangar
2 is \$42,000. *Motion: (B. Merkel, Johnson) to not exercise right of first refusal. Carried*

3
4 **Consideration of Sale of Hangar A-7 to Kevin Schmidt:** *Motion: (Johnson, J. Merkel) to approve the sale of
5 hangar A-7 to Kevin Schmidt. Carried*

6
7 **Consideration of Lease Agreement for Hangar A-7:** *Motion: (Johnson, Luetzgen) to approve the lease agreement
8 with Kevin Schmidt. Carried*

9
10 **Consideration of Lease Agreement for Hangar C-7 with Don & Patricia Stark:** *Motion: (Johnson, Luetzgen)
11 to approve the lease agreement with Don and Patricia Stark, with consideration of having to meet the setbacks. Carried*

12
13 **Plan Commission Recommendation Re: Bay-Lakes Regional Planning**

14 **Membership/Comprehensive Plan Update:** The Comprehensive Plan needs to be updated by 2024. BLRP
15 was the most reasonably priced and would apply for a \$20,000 planning grant. The Town would need to
16 become members for a \$4,797 annual fee. *Motion: (Johnson, Luetzgen) to move forward with Bay Lakes Regional
17 Planning for the Comprehensive Plan update and to join now to qualify for the Grant. Carried.*

18
19 **Approve Resolution 2021-05 Redistricting and Municipal Ward Creation:** The Door County Board of
20 Supervisors forwarded a tentative supervisory district and ward plan. The Town needs to adopt the plan by
21 resolution. *Motion: (Johnson, B. Merkel) to approve resolution 2021-05 Redistricting and Municipal Ward Creation.
22 Carried*

23
24 **Consideration to add Stripe Payment Portal to Town Website:** The office would like to add an online
25 application and payment option for licensing and permitting. This portal integrates with TownWeb.
26 *Motion: (B. Merkel, Johnson) to add Stripe Payment Portal to the Town Website with bank fees paid by the user. Carried*

27
28 **Consideration of Treasury Management Positive Pay:** Treasurer Cain-Bieri has suggested we utilize
29 Nicolet Bank's Treasury management. The cost is \$600/year but offers additional insurance against fraud.
30 *Motion: (Johnson, B. Merkel) to add Treasury Management Positive Pay to the Town's Nicolet Bank account. Carried*

31
32 **Fire Department Vehicle Replacement:** Thyssen reported vehicle ordering has been shut off through the
33 state program. Looking at possibly 2023 before we could take receipt of a new vehicle. Ewald has a truck on
34 the lot that normally sells for \$55,000 and has offered it to the Town for \$45,000. Will continue to discuss
35 during the budget workshops.

36
37 **Parks and Lands Term Appointment:** Did not receive any letters of interest. Will run another ad in the
38 Peninsula Pulse.

39
40 **Plan Commission Term Appointment:** A letters of interest were received from Bill Johnson and Wayne
41 Kudick. It has been a past practice to have had a Town Supervisor on committee or commission. *Sohns nominated
42 Bill Johnson. Motion: (Sohns, J. Merkel) to appoint Bill Johnson to the Plan Commission. Carried. Johnson Abstained.*

43
44 **Airport Commission Term Appointment:** Jeff Drajesk has submitted a letter of interest to renew his term.
45 *Motion: (Johnson, B. Merkel) to re-appoint Jeff Drajesk to the Airport Commission. Carried*

46
47 **Fish Creek Sanitary District #1 Term Appointment:** Bill Johnson has submitted a letter of interest to be
48 reappointed to the FCSD#1 Commission. *Motion: (B. Merkel, Luetzgen) to re-appoint Bill Johnson to the Fish Creek
49 Sanitary District #1 Commission. Carried. Johnson Abstained.*

50
51 **Set Dates for Budget Meeting Workshop:** Staff recommends October 13th for the 1st budget workshop and
52 October 18th for the second (if necessary). *Motion: (B. Merkel, Johnson) to schedule October 13th and 18th (if needed) at 6
53 PM. Carried*

1 **Set Dates for Special Meeting of the Electors Regarding 2022 Budget:** Staff recommends Wednesday,
2 November 10th at 6 PM. *Motion: (Johnson, Luetgen) to schedule the budget meeting of the electors for November 10th at 6 PM.*
3 Carried.

4
5 **2021-2022 Propane Contact:** *Motion: (B. Merkel, Johnson) to accept the Amerigas proposal at \$1.05/per gallon.* Carried.

6
7 **Payment of Bills:** The board reviewed the bills for payment. *Motion: (B. Merkel, Johnson) to approve the bills as*
8 *submitted.* Carried

9
10 **Adjourn:** *Motion: (Luetgen, B. Merkel) to adjourn at 8:47 p.m.* Carried

11
12 Respectfully submitted,

13
14 Kelly Murre, Clerk

Draft

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TOWN OF GIBRALTAR
SPECIAL MEETING
MONDAY, OCTOBER 18, 2021
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
6:00 PM

Approved:

Call to order: Steve Sohns called the regular meeting to order at 6:00 p.m.

Roll call/quorum:

Board members present: Steve Sohns, Bill Johnson, Tim Luetzgen, Brian Merkel, and Jayson Merkel.

Board member(s) absent: None

Agenda/proper notice/adopt agenda: Sohns confirmed the agenda had been properly noticed. *Motion: (J. Merkel, Johnson) to adopt the agenda as presented. Carried*

Agenda Items:

Parks and Lands Term Appointment: A letter of interest was received from Kat Kerscher. *Motion: (Johnson, Luetzgen) to appoint Kat Kerscher to the Parks and Lands Committee. Carried*

Plumbing Bids for Multiple Maintenance Projects: *Motion: (Johnson, J. Merkel) to approve the Reinhard estimate for Carried*

Consideration of Maintenance Truck Purchase/ Order: *Motion: (Johnson, Luetzgen) to approve the purchase of the new vehicle for \$53,000. Carried*

Consideration of Maintenance Trailer Purchase: *Motion: (Johnson, Luetzgen) to approve the trailer replacement. Carried*

Gibraltar Fire and Rescue Spruce Road Closure from Maple to Boat Launch, October 30, 2021: *Motion: (Johnson, J. Merkel) to approve. Carried*

2022 Budget Review/ Preparation: *Motion: (Johnson, J. Merkel) to approve the budget as proposed with consideration of the CIP wish list for future discussion. Carried*

Adjourn: *Motion: (Johnson, Luetzgen) to adjourn at 7:59 p.m. Carried*

Respectfully submitted,

Kelly Murre, Clerk

To: Town board

From: Town staff

Request:

Special Event Request: Northern Door YMCA Ugly Sweater Fun Run, December 4, 2021 at 10:00 A.M.

Analysis:

This is a recurring approval. The Town Board has approved this event in previous years. They request to have a partial road closure from the YMCA to Gibraltar Rd from 9:45-11:15 A.M.

Background:

The town has approved this in previous years.

Ugly Sweater Fun Run: Megan Schneider presented the request. The road closure would be from 9:45 – 11:15 a.m. and neighbors will be notified in advance. *Motion: (Johnson, Luetzgen) to approve the request as presented. Carried*

Recommendation:

Staff has reviewed and supports this application.

Fiscal Impact:

No fiscal impact to the town.

TOWN OF GIBRALTAR

P O Box 850 * Fish Creek WI 54212 * 920-868-1714

SPECIAL EVENT REQUEST

Organization Name: Northern Door YMCA
Address: 3866 Gibraltar Road Fish Creek WI 54212
3866 Gibraltar Road Fish Creek WI 54212
Phone: 920-868-3660

Requestor/Agent Name: Megan Schneider
Phone: 920-868-3660

TYPE OF REQUEST

Temp License (Beer) (Wine) NA
Direct Sales: NA
Use of Town Property: Use of Gibraltar Rd, Partial Shutdown from DCY driveway to HWY A, Left side of the rd. as you drive north.
Temp. Structure Permit: NA

EVENT INFORMATION

Event Name: Ugly Sweater Fun Run
Date(s) of Event: December 4, 2021
Time(s) of Event: 10:00am start time, Course closed by 11:15 and road re-opened
Site Location: Gibraltar Road - DCY drive way to Hwy A
Alternative Site: NA

Fundraiser? Yes X No
Funds Recipient: Door County YMCA
Address: 3866 Gibraltar Road Fish Creek WI 3866
3866 Gibraltar Road Fish Creek WI 3866
Phone: 920-868-3660

EVENT DESCRIPTION

Please supply any additional information about your event that would be helpful to the Town of Gibraltar in reviewing your request:

5K Run/Walk heading North down Gibraltar Road to Hwy A and back.
This would be the fourth year running the event with the partial
road closure. We also have a visit from Santa event at the y that
is free to the community.

GIBRALTAR TOWN BOARD ACTION

Request heard at meeting on: _____
ACCEPTED: _____ Permit Number Issues by Clerk _____
NOT ACCEPTED: _____
REASON: _____

To: Town Board

From: Staff

Request:

Apply for funding with the Board of Commissioners of Public Lands for \$3.5 million to acquire the Kinsey property.

Analysis/Background:

Eligible borrowers are Wisconsin municipalities, schools, sanitary districts, library district, etc. BCPL is a major source of funding for economic development projects throughout the state of Wisconsin. The acquisition of property is an acceptable purpose for loan approval. Loan rates are locked for the duration of the loan, and locked for 4 months from approval until the draw period.

Loan rates and payments: Locked

10 year (9 payments) 3.0 %- \$452,793.36 annually. Total interest paid \$575,140.18.

20 year (19 payments) 4.0%-268,657.30 annually. Total interest paid \$1,604,488.82.

Recommendation:

Staff recommends securing the 10-year loan through BCPL for the \$3.5 million Kinsey property acquisition. No payment would be due on the loan until March 15, 2023, this solves the struggle to get both approval for the loan and pass an appropriate 2022 budget by statute regulated deadlines. Correspondences with Nicolet Bank suggested that a loan could not be secured without a payment in 2022.

This provides the town time to pool dock revenues to use towards the payment of the loan. Upon securing the loan, the town would remain under the Legal Debt margin and the Town Debt policy guidelines. Due to the current debt and fund balance policies, as well as the additional town procedures and controls, the town will remain in good standing for bond ratings for future capital projects. After discussing this option with Ginny Hinz, consultant from Onward Consulting, she agrees this loan would be the best option. See attached analysis.

Fiscal Impact:

Total payment per year is \$452,793.36, at minimum, the town dock can provide \$100,000 annually towards that payment. The rest of the payment would be levied with a tax impact of \$47/\$100,000 to the taxpayers. The 10-year loan saves the taxpayers \$1,029,348.64 over the life of loan versus the 20-year loan. There is the possibility for the dock to provide additional funding towards the loan with additional revenues. See attached analysis.

Town of Gibraltar

Land Purchase Considerations

Town is looking to purchase waterfront land , which is estimated to cost \$3,500,000.

Purpose is for possible Marina expansion and other general government

Dock Fund has an operating surplus annually, estimated at \$100,000 - \$125,000

Estimated Annual Debt Service for \$3,500,000 based upon 3% interest is as follows:

20 YR Repayment	\$270,000
10 YR Repayment	\$453,000

If the Town chooses the 10 year State Trust Fund Loan, the \$453,000 could be funded as follows:

This takes into account that no new debt service would be issued.

Payment Date	Current Town Debt				Estimated Debt Repayment						Total Debt Added to Levy Limit W/S
	2022 Land Issue Estimated P & I	2014 Notes (P&I)	2019 G O Refunding Bonds	Total G O Debt Annual Maturities	Dock Net Revenue Sources			Total Dock Payment for Land Purchase	Amount Placed on Levy Limit W/S	Total Dock Debt Service	
					Dock Operating Funds	Other Dock Income sources (1)	Other Dock Income sources (2)				
2022	\$ -	\$ 344,000	\$ 588,575	\$ 932,575	\$ -	\$ -	\$ -	\$ 453,000	\$ -	\$ 453,000	\$ 932,575
2023	453,000	313,690	577,875	1,344,565	100,000	353,000	-	453,000	-	453,000	891,565
2024	453,000	251,993	591,475	1,296,468	100,000	87,000	266,000	453,000	-	453,000	843,468
2025	453,000	-	515,675	968,675	100,000	-	84,000	184,000	269,000	453,000	784,675
2026	453,000	-	520,675	973,675	100,000	-	-	100,000	353,000	453,000	873,675
2027	453,000	-	519,975	972,975	100,000	-	-	100,000	353,000	453,000	872,975
2028	453,000	-	518,675	971,675	100,000	-	-	100,000	353,000	453,000	871,675
2029	453,000	-	516,125	969,125	100,000	-	-	100,000	353,000	453,000	869,125
2030	453,000	-	517,525	970,525	100,000	-	-	100,000	353,000	453,000	870,525
2031	453,000	-	518,725	971,725	100,000	-	-	100,000	353,000	453,000	871,725
2032	-	-	514,494	514,494	-	-	-	-	-	-	514,494
2033	-	-	519,772	519,772	-	-	-	-	-	-	519,772
2034	-	-	519,488	519,488	-	-	-	-	-	-	519,488
2035	-	-	518,688	518,688	-	-	-	-	-	-	518,688
2036	-	-	522,606	522,606	-	-	-	-	-	-	522,606
2037	-	-	367,766	367,766	-	-	-	-	-	-	367,766
2038	-	-	364,275	364,275	-	-	-	-	-	-	364,275
2039	-	-	-	-	-	-	-	-	-	-	-
2040	-	-	-	-	-	-	-	-	-	-	-
2041	-	-	-	-	-	-	-	-	-	-	-
	\$ 4,077,000	\$ 909,683	\$ 8,712,389	\$ 13,699,072	\$ 900,000	\$ 440,000	\$ 350,000	\$ 1,690,000	\$ 2,387,000	\$ 4,077,000	\$ 12,009,072

Tax impact based upon \$100,000 of assessed valuation for numerous scenarios:

2021 assessed valuation		\$ 754,554,900		
2021 levy limit		\$ 2,539,205		
2021 Mill Rate		\$ 3.37		
worse case scenario				
Tax Increase Per	Amount added to Levy Limit	Current Mill Rate	Mill Rate with Addl Debt	\$ Increase per \$100,000 of assessed valuation
\$ 100,000	\$ 453,000	\$ 336.52	\$ 396.55	\$ 60.03
\$ 100,000	\$ 353,000	\$ 336.52	\$ 383.30	\$ 46.78
\$ 100,000	\$ 250,000	\$ 336.52	\$ 369.60	\$ 33.08
\$ 100,000	\$ 150,000	\$ 336.52	\$ 356.40	\$ 19.88
\$ 100,000	\$ 50,000	\$ 336.52	\$ 343.10	\$ 6.58

Debt Limitation is currently about 18% of the Debt Limitation, if you take on the additional \$3,500,000, it will be about 26% of the Debt Limitation. The debt policy states the Town's goal is to maintain a level of debt not to exceed 50% of the legal debt limitation. The Town would still be in compliance with its debt policy.

Legal Margin for New Debt as of 10-11-2021	
Equalized Valuation	\$ 904,395,800
5% G.O. Debt Limitation	\$ 45,219,790
Outstanding G.O. Debt	\$ 8,050,105
Legal Debt Margin for New Debt	\$ 37,169,685

Bond rating impacts – items that could impact your bond rating from a financial perspective:

- Debt policy -Town has a debt policy and would be in compliance with its debt policy
- Fund balance policy – Town had a fund balance policy and has met their minimum fund balance policy for a number of years.
- Town procedures and controls – Town has had in place good procedures and controls for a small government and has since added an Administrator to provide more oversight of the day to day activities.

The following is a summary of changes in long-term obligations of the Town for the year ended December 31, 2020:

	Beginning Balance	Issued	Retired	Ending Balance	Due Within One Year
Governmental activities:					
General Obligation Debt					
Bonds	\$ 7,915,000	\$ -	\$ 370,000	\$ 7,545,000	\$ 375,000
Notes from direct borrowings	1,510,782	-	311,544	1,199,238	319,133
Total General Obligation Debt	9,425,782	-	681,544	8,744,238	694,133
Debt premium	331,640	-	17,930	313,710	-
Governmental activities Long-term obligations	\$ 9,757,422	\$ -	\$ 699,474	\$ 9,057,948	\$ 694,133

The Town's outstanding notes from direct borrowings of \$1,199,238 contain a provision that in an event of default, outstanding amounts shall at the option of the lender, without notice, mature and become immediately payable.

Total interest paid during the year on long-term debt totaled \$250,570.

General Obligation Debt

General obligation debt currently outstanding is detailed as follows:

	Date of Issue	Final Maturity	Interest Rates	Original Indebtedness	Balance 12/31/20
Notes from direct borrowings	11/24/14	12/31/24	2.30%	\$ 2,494,100	\$ 1,042,477
Notes from direct borrowings	12/3/14	12/31/24	2.53%	565,000	156,761
General obligation refunding bonds	12/19/19	8/1/38	2.0 - 4.0%	7,915,000	7,545,000
Total outstanding general obligation debt					\$ 8,744,238

Annual principal and interest maturities of the outstanding general obligation debt of \$8,744,238 on December 31, 2020 are detailed below:

Year Ended December 31,	Governmental Activities					
	G.O. Refunding Bonds		Notes from Direct Borrowings		Totals	
	Principal	Interest	Principal	Interest	Principal	Interest
2021	\$ 375,000	\$ 213,875	\$ 319,133	\$ 24,866	\$ 694,133	\$ 238,741
2022	390,000	198,575	326,901	17,199	716,901	215,774
2023	395,000	182,875	304,190	9,500	699,190	192,375
2024	425,000	166,475	249,114	2,879	674,114	169,354
2025	365,000	150,675	-	-	365,000	150,675
2026 - 2030	2,060,000	532,975	-	-	2,060,000	532,975
2031 - 2035	2,320,000	271,166	-	-	2,320,000	271,166
2036 - 2038	1,215,000	39,647	-	-	1,215,000	39,647
	\$ 7,545,000	\$ 1,756,263	\$ 1,199,238	\$ 54,444	\$ 8,744,238	\$ 1,810,707

For governmental activities, the other long-term liabilities are generally funded by the debt service fund.



State of Wisconsin • DEPARTMENT OF REVENUE

DIVISION OF STATE AND LOCAL FINANCE • BUREAU OF LOCAL GOVERNMENT SERVICES • MADISON, WI

ADDRESS MAIL TO:

Area 6-97

2135 Rimrock Road • P. O. Box 8871
Madison, WI 53708-8871
FAX (608) 264-8887

August 15, 2021

KELLY MURRE
TOWN OF GIBRALTAR
PO BOX 850, 4097 MAIN ST
FISH CREEK WI 54212 0850

CoMun: 15014
Taxation District: 0448

Re: Certificate of Equalized Value - Town of Gibraltar, DOOR COUNTY

I hereby certify that I am the Director of the Bureau of Local Government Services of the Wisconsin Department of Revenue. The equalized value of all taxable property of the Town of Gibraltar of Door County(ies), Wisconsin as last determined by the Wisconsin Department of Revenue pursuant to sections 70.57 and 67.03, Wis. Stats., is \$904,395,800. This value was determined as of January 1, 2021.

This equalized value is certified each August 15th and is effective August 15th, 2021 through August 14th, 2022.



101 E. Wilson Street
2nd Floor
PO Box 8943
Madison, WI 53708-8943

608 266-1370 INFORMATION
608 266-0034 LOANS
608 267-2787 FAX
bcpl.wisconsin.gov

Thomas P. German, *Executive Secretary*

October 25, 2021

Ms. Kelly Murre
Town of Gibraltar
P O Box 850
Fish Creek, WI 54212-0850

ID# 05605576

Dear Ms. Murre:

Thank you for requesting a loan application from the BCPL State Trust Fund Loan Program. Your application is attached, along with associated forms and directions. Please look through these documents and call us with any questions.

Please check your application to confirm the correct amount, rate, term, and purpose of the loan. The application interest rate should correspond to the current interest rates for BCPL General Obligation Trust Fund loans:

General Obligation Loan Rates:

2 Years	2.50%
3 – 5 Years	2.50%
6 – 10 Years	3.00%
11 – 20 Years	4.00%

Your interest rate is now locked at the above level for 60 days. To maintain that interest rate lock and prevent the possibility of needing to re-start the loan process from the beginning, BCPL needs to receive a properly completed loan application within 60 days from the date of this letter.

Following approval of the Application and Borrowing Resolution by your Board, the application must be completed and returned to BCPL along with the meeting minutes and the Anticipated Schedule of Disbursements. To provide enough time for internal reviews, loan processing, and assembling of our Board agenda materials, completed documents must be received a minimum of eight (8) calendar days before the next BCPL board meeting. The BCPL Board meets the first and third Tuesdays of each month.

BCPL requests that all Borrowers provide digital photographs of the projects that we finance (if applicable). We use these photos for promotional materials regarding the BCPL State Trust Fund Loan Program. Please remember to email a few high-resolution digital photographs, and be sure to include photographer credit information. We thank you in advance.

If you have questions regarding any of the documentation required by BCPL, the application process or the status of your application, please call me at 608-266-0034 or email me at richard.sneider@wisconsin.gov.

Sincerely,

Richard Sneider, CFA, CIPM
Chief Investment Officer

Enclosures: 1) Application Form – Town 20 Year Maximum
2) Checklist for Application Review
3) Anticipated Schedule of Disbursements

120.doc



**BCPL State Trust Fund Loan Program
Application Checklist**

**The application must be completed and submitted on the original paper supplied by BCPL.
No copies will be accepted and any alterations will void the application.**

Please check the following items prior to submitting your application:

- Confirm that each blank is filled in. Please check every page carefully.
 - Confirm that all required signatures are present. Original signatures are essential as signature stamps will void the application.
 - Confirm that all voting members of your Board or Council are listed and that each vote is properly recorded. If a voting member is absent from the meeting, please write or type "Absent" in the vote area.
 - Confirm that meeting dates are accurate. If you are unsure which meeting the application is referring to, please contact us.
 - Confirm that the Total Equalized Valuation you are providing is from the most recent year available. This information is generally available on the Wisconsin Department of Revenue website. If you have any Tax Incremental Districts, please use **TID IN** valuation.
 - Confirm that each General Obligation debt has been listed with the principal balance as of the certification date. If your municipality has no outstanding debt, list "None" under name of creditor and enter -0- as the total indebtedness.
- ***If you require additional space to list individual debts or wish to submit the current debt schedule in a different format, you may include an attachment to the debt page. DO NOT COMPLETE THE SAMPLE FORM BELOW! Type the following certification language on the attachment and return it with your application:***

1. Type the following phrase as the page header:

"Attachment to Page ____ of BCPL State Trust Fund Loan Application ID# **05605576**"

2. Below the loan schedule, type and complete the following:

I hereby certify that all general obligation debts of the _____ of _____, in the County of _____, State of Wisconsin, are included in the above schedule, and that this schedule is true and correct as of _____, 201__.

Clerk (signature)

Clerk (print or type name)

_____, 20__
Date

**BCPL State Trust Fund Loan Program
Application Checklist**

- A copy of the minutes from the meeting at which the Resolution to Borrow Funds and Levy Tax was presented and approved is required to process the application. This meeting must take place following your receipt of the application. Please make certain that the resolution approved by your board or council is the exact resolution contained in the application. The minutes from this meeting should also contain this language.
- Mail the completed application and meeting minutes to the address below:
**Board of Commissioners of Public Lands
P.O. Box 8943
Madison, WI 53708-8943**
- For overnight (non-USPS) delivery, please note that our street address has a different zip code:
**Board of Commissioners of Public Lands
101 E. Wilson Street, 2nd Floor
Madison, WI 53703**

Upon receipt, BCPL staff will review your application and contact you if any additional information or corrections to the application are required.

To allow time for internal reviews, BCPL needs to receive your completed application a minimum of 8 days in advance of our Board's next scheduled board meeting. The BCPL Board meets the first and third Tuesday of each month. Following approval by the BCPL loan committee and a legal review by the office of the Attorney General, the application will be placed on the agenda for the next available board meeting.

Following board approval, there are a few additional steps and your loan may be funded in 5-10 days. All draws must be made within four months of the board approval date.

BCPL appreciates having photographs of the projects that we help finance. We use these photos both internally and for publishing of promotional materials regarding the BCPL State Trust Fund Loan Program. If possible, please forward high-resolution, digital photographs of the project being financed. Be sure to include information on who should be given credit for the photos. We thank you in advance.

Please contact us at (608) 266-0034 or richard.sneider@wisconsin.gov if you have any questions.



**BCPL State Trust Fund Loan Program
Anticipated Schedule of Disbursements**

Town of Gibraltar
Worksheet # 05605576
Finance Land Acquisition for Town Dock Expansion
\$3,500,000.00

Please tell us when you anticipate the need for loan funds:

Disbursement Date	Disbursement Amount
_____	_____
_____	_____
_____	_____
_____	_____
_____	_____

NOTE: Fill out this form using your best estimates as of the loan application date. *This is not an actual disbursement form.* We request this information to help us better manage the investment of State of Wisconsin Trust Funds. After your loan has been approved, you will receive a "Request for Loan Disbursement" form to request the actual distribution of funds.

Please return form to:

Board of Commissioners of Public Lands
PO Box 8943
Madison, WI 53708-8943

fax 608.267.2787
richard.sneider@wisconsin.gov

STATE OF WISCONSIN
BOARD OF COMMISSIONERS OF PUBLIC LANDS
101 EAST WILSON STREET, 2ND FLOOR
POST OFFICE BOX 8943
MADISON, WISCONSIN 53708-8943

APPLICATION FOR STATE TRUST FUND LOAN

TOWN - 20 YEAR MAXIMUM

Chapter 24 Wisconsin Statutes

TOWN OF GIBRALTAR

Date sent: October 25, 2021

Received and filed in Madison, Wisconsin:

ID # 05605576

RAS

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

TO: BOARD OF COMMISSIONERS OF PUBLIC LANDS

We, the undersigned town board of supervisors of the Town of **Gibraltar**, in the County(ies) of **Door**, Wisconsin, in accordance with the provisions of Chapter 24 of the Wisconsin Statutes, do hereby make application for a loan of **Three Million Five Hundred Thousand And 00/100 Dollars (\$3,500,000.00)** from the Trust Funds of the State of Wisconsin for the purpose of **financing land acquisition for town dock expansion**.

The loan is to be continued for a term of **10** years from the 15th day of March preceding the date the loan is made. The loan is to be repaid in annual installments, as provided by law, with interest at the rate of **3.00** percent per annum.

We agree to the execution and signing of such certificates of indebtedness as the Board may prepare and submit, all in accordance with Chapter 24, Wisconsin Statutes.

The application is based upon compliance on the part of the Town with the provisions and regulations of the statutes above referred to, as set forth by the following statements which we do hereby certify to be correct and true.

The meeting of the Town Board of the Town of **Gibraltar**, in the County(ies) of **Door**, Wisconsin, which approved and authorized this application for a loan was a regularly called meeting held on the _____ day of _____, 20____.

At the aforesaid meeting a resolution was passed by a majority vote of the members of the Town Board approving and authorizing an application to the Board of Commissioners of Public Lands, State of Wisconsin, for a loan of **Three Million Five Hundred Thousand And 00/100 Dollars (\$3,500,000.00)** from the Trust Funds of the State of Wisconsin to the Town of **Gibraltar** in the County(ies) of **Door**, Wisconsin, for the purpose of **financing land acquisition for town dock expansion**. That at the same time and place, the Town Board of the Town of **Gibraltar** by a majority vote of the members, adopted a resolution levying upon all the taxable property in the Town, a direct annual tax sufficient in amount to pay the annual installments of principal and interest, as they fall due, all in accordance with Article XI, Sec. 3 of the Constitution and Sec. 24.66(5), Wisconsin Statutes.

A copy of the aforesaid resolutions, certified to by the clerk, as adopted at the meeting, and as recorded in the minutes of the meeting, accompanies this application.

A statement of the equalized valuation of all the taxable property within the Town of **Gibraltar** certified to by the clerk, accompanies this application.

Given under our hands in the Town of **Gibraltar**, County(ies) of **Door**, Wisconsin, this _____ day of _____, 20____.

Chairman, Town of **Gibraltar** (Signature)

Clerk, Town of **Gibraltar** (Signature)

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Chairman and supervisors, please sign in space provided and type or print name below the signature.)

	<u>OFFICER</u>	<u>ADDRESS OF EACH OFFICER</u>
1.	_____ Chairman (Signature) _____ Type or Print Name	_____ _____ _____
2.	_____ Supervisor (Signature) _____ Type or Print Name	_____ _____ _____
3.	_____ Supervisor (Signature) _____ Type or Print Name	_____ _____ _____
4.	_____ Supervisor (Signature) _____ Type or Print Name	_____ _____ _____
5.	_____ Supervisor (Signature) _____ Type or Print Name	_____ _____ _____

Town Board of Supervisors of the Town of **Gibraltar**, County(ies) of **Door**, Wisconsin.

STATE OF WISCONSIN
County(ies) of **Door**

Personally came before me this ____ day of _____, 20____, the above named persons known to me as the Town Board of Supervisors of the Town of **Gibraltar**, in **Door** County, Wisconsin, and who are the persons who executed the foregoing application and acknowledged same.

Clerk (Signature)

Clerk (Print or Type Name)

Town of **Gibraltar**
County(ies) of **Door**, Wisconsin

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FORM OF RECORD

The following preamble and resolutions were presented by Supervisor _____ and were read to the meeting.

By the provisions of Sec. 24.66 of the Wisconsin Statutes, all municipalities may borrow money for such purposes in the manner prescribed, and,

By the provisions of Chapter 24 of the Wisconsin Statutes, the Board of Commissioners of Public Lands of Wisconsin is authorized to make loans from the State Trust Funds to municipalities for such purposes. (Municipality as defined by Sec. 24.60(2) of the Wisconsin Statutes means a town, village, city, county, public inland lake protection and rehabilitation district, town sanitary district created under Sec. 60.71 or 60.72, metropolitan sewerage district created under Sec. 200.05 or 200.23, joint sewerage system created under Sec. 281.43(4), school district or technical college district.)

THEREFORE, BE IT RESOLVED, that the Town of **Gibraltar**, in the County(ies) of **Door**, Wisconsin, borrow from the Trust Funds of the State of Wisconsin the sum of **Three Million Five Hundred Thousand And 00/100 Dollars (\$3,500,000.00)** for the purpose of **financing land acquisition for town dock expansion** and for no other purpose.

The loan is to be payable within **10** years from the 15th day of March preceding the date the loan is made. The loan will be repaid in annual installments with interest at the rate of **3.00** percent per annum from the date of making the loan to the 15th day of March next and thereafter annually as provided by law.

RESOLVED FURTHER, that there shall be raised and there is levied upon all taxable property, within the Town of **Gibraltar**, in the County(ies) of **Door**, Wisconsin, a direct annual tax for the purpose of paying interest and principal on the loan as they become due.

RESOLVED FURTHER, that no money obtained by the Town of **Gibraltar** by such loan from the state be applied or paid out for any purpose except **financing land acquisition for town dock expansion** without the consent of the Board of Commissioners of Public Lands.

RESOLVED FURTHER, that in case the Board of Commissioners of Public Lands of Wisconsin agrees to make the loan, that the chairman and clerk of the Town of **Gibraltar**, in the County(ies) of **Door**, Wisconsin, are authorized and empowered, in the name of the Town to execute and deliver to the Commission, certificates of indebtedness, in such form as required by the Commission, for any sum of money that may be loaned to the Town pursuant to this resolution. The chairman and clerk of the Town will perform all necessary actions to fully carry out the provisions of Chapter 24 Wisconsin Statutes, and these resolutions.

RESOLVED FURTHER, that this preamble and these resolutions and the aye and no vote by which they were adopted, be recorded, and that the clerk of this Town forward this certified record, along with the application for the loan, to the Board of Commissioners of Public Lands of Wisconsin.

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

Supervisor _____ moved adoption of the foregoing preamble and resolutions.

The question being upon the adoption of the foregoing preamble and resolutions, a vote was taken by ayes and noes, which resulted as follows:

- 1. **Chairman** _____ **voted** _____
- 2. **Supervisor** _____ **voted** _____
- 3. **Supervisor** _____ **voted** _____
- 4. **Supervisor** _____ **voted** _____
- 5. **Supervisor** _____ **voted** _____

A majority of the Town Board of the Town of **Gibraltar**, in the County(ies) of **Door**, State of Wisconsin, having voted in favor of the preamble and resolutions, they were declared adopted.

STATE OF WISCONSIN

County(ies) of **Door**

I, _____, Clerk of the Town of **Gibraltar**, County(ies) of **Door**, State of Wisconsin, do hereby certify that the foregoing is a true copy of the record of the proceedings of the Town Board of the Town of **Gibraltar** at a meeting held on the _____ day of _____, 20____, relating to a loan from the State Trust Funds; that I have compared the same with the original record thereof in my custody as clerk and that the same is a true copy thereof, and the whole of such original record.

I further certify that the Town Board of the Town of **Gibraltar**, County(ies) of **Door**, is constituted by law to have _____ members, and that the original of said preamble and resolutions was adopted at the meeting of the Town Board by a vote of _____ ayes to _____ noes and that the vote was taken in the manner provided by law and that the proceedings are fully recorded in the records of the Town.

IN TESTIMONY WHEREOF, I have hereunto set my hand and affixed the seal of the Town of **Gibraltar** this _____ day of _____, 20_____.

Clerk (Signature)

Clerk (Print or Type Name)

Town of **Gibraltar**

County(ies) of **Door**

State of Wisconsin

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

STATE OF WISCONSIN
COUNTY(IES) OF **Door**
TO: THE BOARD OF COMMISSIONERS OF PUBLIC LANDS

I, _____, Clerk of the Town of **Gibraltar**, County(ies) of **Door**, State of Wisconsin, do hereby certify that it appears by the books, files and records in my office that the valuation of all taxable property in the Town of **Gibraltar** is as follows:

EQUALIZED VALUATION FOR THE YEAR 20_____* \$ _____
* Latest year available

I further certify that the whole existing indebtedness of the Town of **Gibraltar**, County(ies) of **Door**, State of Wisconsin, is as follows: (list each item of indebtedness):

NAME OF CREDITOR	PRINCIPAL BALANCE (EXCLUDING INTEREST)
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
_____	\$ _____
TOTAL INDEBTEDNESS:	\$ _____

Clerk (Signature)

Clerk (Print or Type Name)

Clerk in the Town of **Gibraltar**

County(ies) of **Door**, Wisconsin

_____, 20_____
Date

THE TOTAL INDEBTEDNESS, INCLUDING THE TRUST FUND LOAN APPLIED FOR, MAY NOT EXCEED 5% OF THE VALUATION OF THE TAXABLE PROPERTY AS EQUALIZED FOR STATE PURPOSES. (Sec. 24.63(1), Wis. Stats., 1989-90)

RETURN THIS ORIGINAL – DO NOT RETURN PHOTOCOPY

To: Town Board

From: Staff

Request:

To renew leases with Fish Creek Scenic Boat Tours, LLC and Sister Bay Boat Rentals, LLC (DBA Fish Creek Boat Rentals) for the West Town Dock.

Analysis:

The leases for Fish Creek Scenic Boat Tours and Fish Creek Boat Rentals expire on November 15, 2021.

The Harbor Commission has reviewed and supports a 2-year lease agreement. The amount to be paid by each is \$12,500 plus commercial fees.

The leases have been reviewed by legal.

Recommendation:

To support the Harbor Commission's recommendation to renew leases with Fish Creek Scenic Boat Tours, LLC and Sister Bay Boat Rentals, LLC (DBA Fish Creek Boat Rentals) for the West Town Dock.

Fiscal Impact:

Dock will receive \$25,000 for dock rental and \$2000 in commercial fees.

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (this "Agreement") is dated this 1st day of November, 2021, by and between the Town of Gibraltar, a Wisconsin municipal corporation ("Town"), and Sister Bay Boat Rentals, LLC, a Wisconsin limited liability company ("SBBR").

WHEREAS, the Town is the owner of a parcel of land in the Town of Gibraltar, Door County, Wisconsin that includes a pier and building (hereinafter "Dock Parcel"), designated on Exhibit A hereto;

WHEREAS, SBBR wishes to utilize the Dock Parcel for commercial activities; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Rental and Usage. SBBR may use the 3 slips on the west side of the west dock of the Dock Parcel as designated on Exhibit A for commercial activities as described and limited herein, in conjunction with other users of the Dock Parcel. The Agreement is for two years from November 1, 2021 to November 1, 2023. The rental fee for this Agreement shall be Twelve Thousand Five Hundred and Dollars (\$12,500.00) per year ("Base Rent"). SBBR shall pay any commercial-use fees (including garbage disposal) relating to the Dock Parcel. Base Rent and any commercial-use fees owed herein shall be payable in advance, not later than January 15, 2022 for the summer of 2022 and January 15, 2023 for the summer of 2023. SBBR's use of the Dock Parcel shall be limited as follows:

a. Aside from municipal uses provided for below, only the following uses shall be allowed under this Agreement:

1. West Side. Three (3) boats shall be allowed to utilize, and operate from, the West side of the pier under this Agreement; each vessel must be registered to SBBR. Each boat shall be no larger than 25 feet in overall length. The boats shall tie up on the West side of the pier, only, and in such a manner so as to not impair use of the pier for other purposes. One to three personal water craft may be substituted for a boat in calculating SBBR's allowed usage, but they remain subject to the requirements for written designations as provided above.

b. Alcohol shall not be sold, served or otherwise provided by SBBR on a vessel operating from the pier.

c. The hours of operation must be limited to no earlier than 5 a.m. and no later than 11 p.m. in each day. The actual hours of operation may be more restrictive.

d. SBBR must prevent its employees from parking vehicles in the parking lots for the Alibi Marina and the Town dock.

- e. SBBR may not sublet the use of the Dock Parcel (including the pier) at any time.
 - f. SBBR will provide a brochure to each customer, to be approved at the sole discretion of the Harbor Commission Chairman, that notifies its customers that the harbor is a no wake zone. Furthermore, this brochure will also include basic rules for boating including, but not limited to, right of way for boating. This brochure shall be presented to the Harbor Commission Chairman by April 15 of each year for approval. SBBR may not begin operations for the season until this brochure is approved.
2. Municipal Use. The Town reserves the right to make use of the Dock Parcel including the pier from time to time for municipal purposes.
 3. Maintenance. SBBR shall maintain the Dock Parcel in a good condition, reasonable wear and tear excepted. SBBR shall be responsible for day-to-day cleaning and refuse removal. The Town retains the right to perform maintenance on the Dock Parcel during the term of this Lease. The Town will use best efforts to not inhibit SBBR's operations; however, the Town will determine when the maintenance will be performed.
 4. Signage. All signs on the Dock Parcel must comply with applicable zoning ordinances. Signs affixed to a SBBR vessel tying up at the pier must comply with applicable Town regulations.
 5. Customer Seating. SBBR may place benches on the pier for customer seating, at SBBR's cost. The number and placement of the benches remain subject to approval of the Town.
 6. Additions to Pier. Additions, improvements or other modifications to the pier may not be made without the prior approval of the Town.
 7. Safety Features. One (1) ladder shall be maintained on each of the East and West sides of the pier, in such a manner so as to allow a person in the water to climb onto the pier. A throwable life ring with attached rope shall be maintained on or adjacent to the pier during the term of this agreement. SBBR shall be responsible for maintaining the above safety equipment, and for providing safety lighting for the pier during the period of this Agreement.
 8. Release, Indemnification and Insurance. SBBR shall procure and maintain a commercial general liability insurance policy covering the Dock Parcel, naming the Town of Gibraltar as an additional insured party. Coverage limits shall not be less than Two Million Dollars (\$2,000,000.00) per occurrence. SBBR waives and discharges the Town and its officers, elected officials, agents and employees, from all liability by reason of this Agreement, including any use or occupancy of the Dock Parcel, and covenants never to bring any suit or action at law or in equity against the Town related thereto. SBBR further agrees to indemnify, defend and hold harmless, the Town and its officers, elected officials, agents and employees from and against any claims, demands, costs (including attorneys' fees) damages or judgments, arising from SBBR's use or occupancy of the Dock Parcel or the use or occupancy of any of

SBBR's employees, agents, assigns, owners, suppliers, or customers, whether related to the Dock Parcel or elsewhere.

9. Early Termination by Town. The Town shall retain the right to terminate this Agreement with ninety (90) days' notice to SBBR in the event that the Town deems it necessary in order to develop the surrounding harbor or waterfront of the Town or to promote the best interest of the Town.

10. Non-assignable. This Agreement is not assignable.

11. Termination of Prior Rental Agreement. This Agreement shall supersede and replace any prior rental agreement among the Town and SBBR and any such prior rental agreement shall terminate and no longer have any force or effect.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the dates set forth opposite their names.

Sister Bay Boat Rentals, LLC, by:

Date: _____

*
Title: _____

Town of Gibraltar, by:

Steve Sohns, Town Chairman

Date: _____

RENTAL AGREEMENT

THIS RENTAL AGREEMENT (this "Agreement") is dated this ___ day of _____, 2021, by and between the Town of Gibraltar, a Wisconsin municipal corporation ("Town"), and Fish Creek Scenic Boat Tours, LLC, a Wisconsin limited liability company ("FCSBT").

WHEREAS, the Town is the owner of a parcel of land in the Town of Gibraltar, Door County, Wisconsin that includes a pier and building (hereinafter "Dock Parcel"), designated on Exhibit A hereto;

WHEREAS, FCSBT wishes to utilize the Dock Parcel for commercial activities; and

NOW THEREFORE, in consideration of the mutual promises and covenants contained herein, the parties hereby agree as follows:

1. Rental and Usage. FCSBT may use the east side of the west dock of the Dock Parcel as designated on Exhibit A for commercial activities as described and limited herein, in conjunction with other users of the Dock Parcel. This Agreement is for one year from _____, 2021 to _____, 2022. The rental fee for this Agreement shall be _____ and ___/100 Dollars (\$ _____) per year ("Base Rent"). FCSBT shall pay any commercial-use fees (including garbage disposal) relating to the Dock Parcel. Base Rent and any commercial-use fees owed herein shall be payable in advance, not later than January 15, 2022 for the summer of 2022. FCSBT's use of the Dock Parcel shall be limited as follows:

a. Aside from municipal uses provided for below, only the following uses shall be allowed under this Agreement:

1. East Side. One (1) vessel shall be allowed to utilize, and operate from, the east side of the pier under this Agreement; the vessel must be registered to FCSBT. The vessel shall be no larger in either length or beam than the *Quo Vadis* vessel that has operated at the pier in the past. The vessel shall tie up on the East side of the pier, only, and in such a manner so as to not impair use of the adjacent boat launch ramp for launching and retrieving boats. FCSBT shall not allow non-commercial vessels to utilize the pier.

b. Alcohol shall not be sold, served or otherwise provided by FCSBT on a vessel operating from the pier.

c. The hours of operation must be limited to no earlier than 5 a.m. and no later than 11 p.m. in each day. The actual hours of operation may be more restrictive.

d. FCSBT must prevent its employees from parking vehicles in the parking lots for the Alibi Marina and the Town dock.

e. FCSBT may not sublet the use of the Dock Parcel (including the pier) at any time.

2. Municipal Use. The Town reserves the right to make use of the Dock Parcel including the pier from time to time for municipal purposes.
3. Maintenance. FCSBT shall maintain the Dock Parcel in a good condition, reasonable wear and tear excepted. FCSBT shall be responsible for day-to-day cleaning and refuse removal.
4. Signage. All signs on the Dock Parcel must comply with applicable zoning ordinances. Signs affixed to a FCSBT vessel tying up at the pier must comply with applicable Town regulations.
5. Customer Seating. FCSBT may place benches on the pier for customer seating, at FCSBT's cost. The number and placement of the benches remain subject to approval of the Town.
6. Additions to Pier. Additions, improvements or other modifications to the pier may not be made without the prior approval of the Town.
7. Safety Features. One (1) ladder shall be maintained on each of the East and West sides of the pier, in such a manner so as to allow a person in the water to climb onto the pier. A throwable life ring with attached rope shall be maintained on or adjacent to the pier during the term of this agreement. FCSBT shall be responsible for maintaining the above safety equipment, and for providing safety lighting for the pier during the period of this Agreement.
8. Release, Indemnification and Insurance. FCSBT shall procure and maintain a commercial general liability insurance policy covering the Dock Parcel, naming the Town of Gibraltar as an additional insured party. Coverage limits shall not be less than One Million Dollars (\$1,000,000.00) per occurrence. FCSBT waives and discharges the Town and its officers, elected officials, agents and employees, from all liability by reason of this Agreement, including any use or occupancy of the Dock Parcel, and covenants never to bring any suit or action at law or in equity against the Town related thereto. FCSBT further agrees to indemnify, defend and hold harmless, the Town and its officers, elected officials, agents and employees

from and against any claims, demands, costs (including attorneys' fees) damages or judgments, arising from FCSBT's use or occupancy of the Dock Parcel or the use or occupancy of any of FCSBT's employees, agents, assigns, owners, suppliers, or customers, whether related to the Dock Parcel or elsewhere.

- 9. Early Termination by Town. The Town shall retain the right to terminate this Agreement with ninety (90) days' notice to FCSBT in the event that the Town deems it necessary in order to develop the surrounding harbor or waterfront of the Town or to promote the best interest of the Town.
- 10. Guaranty. Cody Bolton ("Guarantor") personally guarantees all obligations of FCSBT under this Agreement.
- 11. Non-assignable. This Agreement is not assignable.
- 12. Termination of Prior Rental Agreement. This Agreement shall supersede and replace any prior rental agreement among the Town and FCSBT and any such prior rental agreement shall terminate and no longer have any force or effect.

IN WITNESS WHEREOF, the parties have set their hands and seals hereto as of the dates set forth opposite their names.

Fish Creek Scenic Boat Tours, LLC, by:

_____ Date: _____
*
Title: _____

Personal Guaranty:

_____ Date: _____
*Cody Bolton

Town of Gibraltar, by:

_____ Date: _____
Steve Sohns, Town Chairman

To: Town Board

From: Staff

Request:

Bid requests for 2022 grant proposals and board review.

Analysis:

Based on the P.A.C.E.R. ratings completed by the Town Board and staff in 2021 roads that are identified with a rating of 3 or less have been highlighted to solicit bids from the County and private firms. This will better prepare staff for the 2022 season as well as receive favorable bids during off peak months

Background:

The town roads identified through the P.A.C.E.R. scale with a 3 or less (gravel roads excluded)

1. Bluff Lane is rated at 3 this section is part of the downtown revitalization program and will be looked at for storm water management as well as adjustment to the current parking and road configuration.
2. Clark Bluff Circle is rated a 3 this section is not an arterial road however has spalling breakout we should bid for mill and repave in 2022 as option for the board to discuss
3. Gibraltar Bluff Rd. (Cottage Row to Orchard) this road is rated a 3 as several sections have significant spalling and separation. Staff would like to solicit bids for full mill and repave and options for 2 separate sections of mill and repave.
4. Highland Road. (Entrance road to the State Park) The first ½ mile of this road way is in the town before it enters the State Park. The state park road is also *in our opinion* rated a 3 and should the Parks system repave their road the town should at that time. Staff will monitor State of Wisconsin park activities and try to incorporate paving at the same time.
5. Hill St. (3) This road is in need of storm water management, drainage, sidewalk and parking modifications. Staff is looking at 2023 proposal to the Board to rebuild this section in the towns long range plan.
6. Island view rd. This road is rated a (3) several sections of roadway have significant spalling and broken asphalt sections this is a longer road, but a road that is a dead end. This road would be a good (LRIP) applicant in 2022
7. Old County Road EE. This is a small spur that supplies entrance to two properties it is in poor condition and was estimated by the county for mill and pave in 2021 we can get a new estimate for 2022
8. Cedar CT. This road is rated a 2 and is currently under design for Board review this winter for construction in the spring of 2022 the drainage, storm water management, parking, right-of-way problems, and general deterioration to the roadway.
9. Cottage Row (Main to turnaround) This section of road is rated 1 because of spectrum cutting down the road and cross cutting the lines into properties, the general life of the road has expired and is in need of replacement. Staff has completed the surveying and is in the process of readying the roadway for improvements in 2022 LRIP funds from 2021 can be included towards the construction costs. Staff will be presenting options to improve the turn around in the winter months the remaining section should be rebid for mill and repave in 2022

Recommendation:

Staff recommends soliciting bids for the upper listed roads excluding Bluff Lane, and Hill St.

Staff recommends applying for LRIP funds from the county for Islandview Road, Clark bluff Circle, and Gibraltar Bluff Road (Cottage Row to Orchard).

Fiscal impact:

This is a recommendation for LIRP grant funds. If funds are awarded it will add funding to the road improvements allowed for these sections.

2021 fall road P.A.C.E.R. rating and road analysis

Base Line Rd. (Chambers island) road is gravel	Rating 1
Bluff Circle Rd. some aging, cracks	Rating 5
Bluff Lane drainage issues cracking, spalling	Rating 3
Cedar Ct. Failed drainage and waste water lines failing asphalt	Rating 2
Clark Bluff Cir. Large cracks, spalling, improvement needed	Rating 3
Cottage Row Ct. good condition	Rating 6
Cottage Row (Main to Ula) good condition	Rating 6
Cottage Row (Main to Hairpin) Very poor condition needs replacement in 2022	Rating 1
Cottage Row (Hairpin to 42) crack filled in 2021 good condition	Rating 6
Daisy Patch Rd. crack filled in 2021 good condition	Rating 7
Elm St. Road needs gravel shouldering in 2022 good condition some edge spalling	Rating 5
Evergreen Rd. Road crack filled in 2021 good condition	Rating 5
Gardner Ct. Rd. Asphalt section in fair shape some cracks little spalling	Rating 5
Gardner Ct. Rd. Gravel to turn around	Rating 1
Gibraltar Bluff Rd. (42 to Cottage Row) recently repaved good condition	Rating 7
Gibraltar Bluff Rd. (Cottage Row to Orchard) Spalling, some asphalt breakout	Rating 3
Gibraltar Bluff Rd. (orchard to Peninsula Players Rd.) Chip sealed in 2021	Rating 5
Gibraltar Ct. Road is Gravel	Rating 1
Gibraltar Rd. (42 to A) repaved in 2020	Rating 8
Gibraltar Rd (A to Maple Grove Rd.) repaved in the last 5 years some cracks good condition	Rating 6
Gibraltar Rd (Maple Grove Rd. to Sugar Bush) new asphalt in 2021	Rating 10
Gibraltar Rd. (spur by Y.M.C.A.) fair condition, spalling cracks	Rating 4
Highland Rd. (north spur by airport) road is in poor condition	Rating 3
S. Highland Rd. Road has been chip sealed in different sections some spalling, cracks	Rating 5
Highland Spur. Road is gravel	Rating 1
High Plateau Rd. section by quarry is in poor condition south portion in better condition.	Rating 4
High Ridge Rd. Road is in fair condition could use chip seal in near future	Rating 5

Hill St. Storm sewer work needed heaving, large cracks uneven surfaces, drainage correction	Rating 2
Island Dr. (Chambers Island) roads are gravel	Rating 1
Island view Rd. improvement needed, spalling, cracks. Possible replacement or chip seal	Rating 3
Island View Ct. road is gravel (needs to be recorded as a town road length is .08 mile	Rating 1
Juddville Rd. (42 to water) chip sealed in past 10 years crack filled fair condition	Rating 4
Juddville Rd. (42 to A) road is in fair condition needs continued attention some potholes filled	Rating 4
Little Marsh Rd. Road is in good condition	Rating 6
Longview Rd. (Asphalt section) road in in fair condition, crack filled recently	Rating 4
Longview Rd. (gravel section)	Rating 1
Main St. Uneven surfaces problematic at Cedar Ct. cracks some spalling	Rating 4
Maple Grove Road (Airport to Gibraltar Rd.) chip sealed in 2021	Rating 5
Maple Grove Road (Gibraltar to F) road is in good condition	Rating 5
Maple Grove Road East. New asphalt with double lift and widened road in 2021	Rating 10
Maple St. Road is in good condition except by the dock	Rating 6
Meadow Road West Road has new asphalt at the south end and north end in good condition	Rating 7
Old County EE Road is in poor condition spalling, separating.	Rating 2
Orchard Rd. Road is in fair condition	Rating 5
Shore Rd. (Park entrance) road is in good condition, road repaved in 2020	Rating 8
Peninsula Players Rd. (42 to water) Road is in fair condition cracks	Rating 5
Peninsula Players Rd. (42 to A) New asphalt installed in 2020	Rating 9
Quarterline Rd. Crack filled in 2021 road is in good condition	Rating 5
Quarterline Rd. East. Road is Gravel	Rating 1
Shady Lane Recently crack filled, road is in good condition	Rating 6
Short Rd. Road is gravel	Rating 1
Sky View Rd. Crack filled in 2021, road is in good condition	Rating 6
Sky View Ct. North, road is gravel	Rating 1
Sky View Ct. South, road is gravel	Rating 1
Spring Rd. Culvert replacement and patching in 2021 varying degrees levels of ratings	ave. Rating 6
Spruce St. recently crack filled, road is in good condition.	Rating 6

Sugar Bush Road. Road is in good condition, new asphalt on east end	Rating 6
Sugar Bush Lane, road is in good condition.	Rating 7
Town Rd 50 (off S. Highland Rd.) Spalling cracks, road is in poor condition	Rating 4
Town Rd 68 (Fire Lane) Road is in fair condition	Rating 4
Town Rd 69 (Fire Lane) Road is gravel, regraded recently	Rating 1
Town Line Dr. road is in good condition	Rating 6
Triangle Rd. road is in good condition recently crack filled. Small spur is in fair condition	Rating 5
Wandering Rd. road is in good condition varying sections of pacer level	(Average) Rating 6
White cliff Rd. road was chip sealed in 2021	Rating 5
Wilder Rd. road is in good condition	Rating 5
Wildflower Patch Estate. Road is gravel	Rating 1

- All gravel roads are rated 1 because there is no asphalt
- 10-8 new asphalt within the last few years
- 7-6 good condition small maintenance needed general upkeep
- 5-4 fair condition larger maintenance possible crack filling or chip sealing
- 3-2 poor condition road is beyond general maintenance and should be reviewed for replacement
- 1 gravel or little asphalt road resemblance

To: Town Board

From: Staff

Request:

The State of Wisconsin is requesting three roads in the town be formally named.

Analysis:

The town Board in May renamed one of the spur roads (Island View Ct.) We need three more to complete the Road review requirement to send into the State.

Background:

The roads to be renamed are

1. Town road 69
2. Town road 68
3. Town road 50

After meeting with emergency services, it is believed not to name roads similar to surrounding area roads to avoid response confusion.

Recommendation:

Town road 69 has been referenced to Bare Ass Beach for years and would be right to name it (Bare Bottom Beach Road.)

Town road 68 has a rock end and staff believes Rocky Beach Lane is not used in other parts of the County and will be an easily identified area for emergency services.

(Rocky Beach Lane)

Town road 50 is adjacent to Piel Creek the name Creekview lane would fit this area and not have confusion with other similar town or county roads with similar names.

(Creek View Lane)

Fiscal Impact:

No cost to rename the roads, less than \$200 if the town decided to place signage to identify the roads

To: Town Board

From: Staff/ Parks and Lands committee

Request:

Adopt the proposed noxious weed ordinance and weed enforcement policy

Background:

Planning Commission requested and created a general noxious weed ordinance and policy. The policy was referred to the Parks and Lands for further review and editing.

Analysis:

The Parks and lands created a review committee. This committee reworked and worded the policy and ordinance to fit the Town of Gibraltar's vision.

The Parks and Lands committee has approved and submitted to the Town Board for Adoption.

Recommendation:

Adopt the noxious weed ordinance as written, and adopt the policy for implementation.

Fiscal Impact:

There is no fiscal impact for this request.

Town of Gibraltar
Noxious weed and Invasive Species ordinance

Ordinance 2021-10

Adopted: November 3, 2021

The Town Board of Gibraltar, Door County, Wisconsin does ordain as follows:

Section I

1. Authority: Wisconsin Statutes establishes the states general municipal law. Among other regulatory authorities, local units of government, town chairs and managers can annually require the destruction of all noxious weeds within their respective municipalities.
2. Authority for this Ordinance is granted under Wisconsin Statutes 66.0407, Wisconsin Statutes 60.22(3)
3. The Town Clerk shall publish by State Law, prior to May 15th annually, that every person is required to destroy all noxious weeds on town lands which they own, occupy, or control.

Section II

1. Purpose: the purpose of this ordinance is to protect the natural flora, and require property owners to destroy noxious and invasive weeds upon their property in the Town of Gibraltar. The destruction of the weeds shall take place prior to the plant going to seed, and shall not be allowed to grow beyond (8) inches in height.
2. This ordinance will provide the Town of Gibraltar enforcement authority to require such action.

Section III

1. Definitions: In addition to weeds defined by Wis. Stats 66.0407, as amended, the town specifically includes the following defined noxious weeds: Phragmites, Wild Parsnip, Common and Cut leaf Teasle and Japanese Knot weed.

Section IV

1. Enforcement: The Town Board or its designees shall enforce this ordinance. If any person fails to comply with the provisions of Wis. Stats 66.0407, as amended, and as adopted by the Town of Gibraltar, the town may after ten (10) days written notice to the owner, cause the premises to be mowed and/or sprayed. All costs shall be reported to and recorded by the town clerk.

2. Any weeds destroyed by the town shall be destroyed in a manner deemed the most economical method, and weeds will be disposed of in the same manner.
3. The town clerk shall bill the property owners for the cost reported. If the bill is not paid by the end of the calendar year this cost shall be entered onto the tax roll as a special charge for the services under Wis. Stats. 66.0627.

Section V

1. Penalties: Any person owning, occupying, or controlling land in the Town of Gibraltar who fails to destroy all noxious weeds as required herein will be notified by the town of non-compliance and further notified that any costs for the town to complete noxious weed control will be at the owner's expense.
2. The courts may impose upon each person violating the section an assessment for court costs and all costs and fees, including reasonable attorney's fees, incurred by the town in enforcement of this section.
3. The Town Board of Gibraltar holds the right to wave or relax noxious weed control standards prescribed by this section, except those standards established by the State of Wisconsin

BE IT RESOLVED that the foregoing ordinance amendment be adopted and shall become effective on passage and publication.

PASSED, APPROVED AND ADOPTED by the Town of Gibraltar on the 3rd day of November, 2021.

Steve Sohns, Town Chairperson

Tim Luetngen, Town Supervisor

Bill Johnson, Town Supervisor

Jayson Merkel, Town Supervisor

Brian Merkel, Town Supervisor

Attest:

Kelly Murre, Town Clerk

Policy for weed control/management

Town of Gibraltar

September 15, 2021

Purpose:

The purpose of this policy is to set guidelines for the Town of Gibraltar. Town of Gibraltar commissions and Town of Gibraltar committees/departments, will use when invasive species management and control measures need Town intervention.

Mission:

It is the mission to protect the natural flora of the Town of Gibraltar by creating an ordinance that will govern and protect the Town from invasive species, but also guide the efforts to mitigate invasive species in a manner that is based on education, community involvement, common sense, the respect of residents and private property.

Policy:

It is the policy of Town of Gibraltar to:

1. Seek grant funding opportunities to assist with any invasive species weeds for the purpose of education, control, or mitigation.
2. Work with surrounding communities and Door County on educational efforts to inform residents of invasive species as well as ways to control the invasive species.
3. Not to trespass on private property for the sake of invasive species weed removal but to engage the property owner(s) with options on how the town and participating organizations can help with mitigating the problem of invasive species involved on their property.
4. For town staff, committees, and all involved agencies to exhaust all avenues and efforts of invasive species weed mitigation through cooperation and education before invoking the ordinance and the penalties section within.

Governance:

The Town Board of Gibraltar will hold a hearing with any non-compliant residents referred to them by town staff or committee and approve on two thirds vote any disciplinary action to be enforced.

To: Town board

From: Town staff

Request:

To increase Poll Worker Wages from \$12.00/hr to \$15.00/hr

Analysis:

The last increase the poll workers received was in 2015 and with today's political climate, a lot of pressure is put on the staff to run a smooth election.

The Town is fortunate to have the dedicated ladies that we do.

Some recruitment and training will need to be done in the next couple of months.

Recommendation:

Staff has reviewed and supports this application.

Fiscal Impact:

The 2022 Budget supports this request.

To: Town Board

From: Staff

Request:

To increase Dog License fee, currently \$3/neutered or spayed and \$6/unaltered

Analysis:

Per statute the Town Treasurer must collect the dog licensing fees in the town. The minimum fees are \$3 for neutered or spayed and \$6 for unaltered dogs. The town only retains 25 cents for each license that is issued, the rest of the fee is paid to the county. At 25 cents per license the town isn't covering expenses like postage, envelopes, or staff time.

Recommendation:

Increase the dog license fees to \$5/neutered or spayed and \$10/unaltered dog, simply to cover the license expenses. This fee is comparable to other local municipalities.

Fiscal Impact:

Marginal increase in fee collection.

To: Town Board

From: Town staff

Request:

2021-2022 operator's licenses

Analysis:

This is a recurring approval. The town board has approved these licenses in previous years.

Recommendation:

Staff has reviewed and background checks have been completed.

Chief Roesch flagged a couple for traffic violations. One was flagged for multiple OWIs (4). These offenses predate 2004 and this individual has held an operator's license in the Township for many years without issue. Ordinance 2013-02 Standards for Issuance of Operator's Licenses considers offenses that substantially relate within the last 5 years. Therefore, staff recommends approval of the 2021-22 operators licenses.

**Town of Gibraltar
2021-2022
Operators License**

202122-46	Dugan, Paul	Peninsula Players	8/15/1994
	1339 1/2 E. Walnut St	Renew	
	Sturgeon Bay, WI 54235		
202122-47	Klement, Karen	Alexanders	9/28/1979
	1036 Egg Harbor Rd	Renew	
202122-48	Morrissey, Sherrie	Bayside Tavern	12/28/1980
	1714 W Crusade Ln	Renew	
	Green Bay WI 54313		
202122-49	Coulson-Canter, Meredith	The White Gull Inn	12/21/1977
	8161 Hwy 57	Renew	
	Baileys Harbor, WI 54202		
202122-50	Seland, Brady	White Gull Inn	1/26/1995
	10625 N. Highland Rd #8	Renew	
	Sister Bay, WI 54234		
202122-51	David Perkins	The White Gull Inn	1/7/1966
	P.O. Box 314	Renew	
	Fish Creek, WI 54212		
202122-52	Scott Kositzke	The White Gull Inn	5/28/1969
	955 Pennsylvania St	Renew	
	Sturgeon Bay, WI 54235		
202122-53	Connie Pahl	The White Gull Inn	8/25/1967
	3992 Peninsula Players Road	Renew	
	Fish Creek, WI 54212		

To: Town Board

From: Staff

Discussion item:

Capital improvements and equipment replacement for 2022

Analysis:

The Town Board has been presented with a sheet of the potential improvements to the town.

With the Global factors and supply chain issues these items are being discussed at the budget workshop to provide the Town of Gibraltar an advantage to the municipality, if approved we will pre-order the items to allow time to process and deliver. All companies have stated if the residents do not approve the budget the orders can be cancelled.

Global factors are vehicle chip shortage, rising steel prices, and lack of inventory for distribution.

Example: July bid for small tractors has risen \$600 for October pricing. Ewald said they usually have several hundred trucks on the lot now they have none. Orders placed now will not have a delivery until June.

Recommendation:

Staff recommends the Board replace the small tractor.

Staff recommends purchasing the police radar sign, and engaging in a five-year lease to own ditch mowing tractor combination.

Staff recommends setting aside \$15,000 for fire station design and site management on chambers Island.

Staff recommends considering installing a Crane at the town maintenance shop.

Fiscal Impact:

The Town has \$120,751.00 line itemed for capital improvements in 2022. Replacing the tractor, and adding a ditch cutter tractor, speed sign trailer for police, and Including 15,000 for Fire station design on Chambers Island. The total would be \$101,105.80 (this doesn't include the Crain option)

We can transfer over \$12,000 from road maintenance if we purchase the ditch tractor. no remaining additional funds or budget increases are necessary. The remaining \$31,645.20 will be applied to the road improvement budget, increasing that to \$381,645.20.

Capital Improvements

Equipment replacement option 2022

<p>Police speed enforcement sign and trailer</p>	<p>Police department is submitting a request for a Kustom speed trailer. This unit will assist in movable speed awareness, as well as provide traffic data to the police department and town. This will assist in road review and provide data for resident complaints. \$9,500</p>
<p>Beach tractor replacement</p>	<p>Maintenance department is submitting a request to replace the 20+ year old Ford tractor used for beach maintenance. Bids were received for replacement from John Deere \$42,355 and Kubota B2301HSD-1 \$40,575.24 both are similar in HP and performance both include the options for post hole digger, box tiller, straight blade, grapple, and mowing deck.</p>
<p>Fire station designs</p>	<p>To keep moving on the Chambers Island Fire Station project, Fire Department is requesting \$15,000 put in capitol improvements for design and site prep. This will allow staff to begin putting logistics together for construction in 2023</p>
<p>Ditch mowing proposal</p>	<p>The town has received word 2022 may be difficult to rent or lease mowing equipment, and the town has been less than satisfied with Door County providing the service. Staff is proposing the option to purchase the equipment and bring the service completely in house. Staff has secured two proposals for equipment from John Deere, and Case, both are currently used at other municipalities and both have good reviews. The tractor would have a rear and side flail as well as a 3-point boom that can reach 20 feet with a rotary cutter (brushing trees). Both will have a front loader and rear scraper to move snow in winter and grade the 3.1 miles of gravel roadways left in the town. John Deere and Case both have provided options for lease to own. John Deere \$36,030.56 5 yr. Case 34,768.18 5 yr. this will be paid for in part by the reduction from leasing and paying the County average \$15,000</p>
<p>Crain option for maintenance garage</p>	<p>With the purchase of new equipment for the maintenance department the removal of this equipment on and off vehicle may produce safety concerns a overhead Crain would allow for safe removal of the salter, chipper box as well as provide additional options such as lifting mowers for blade changes and suspension of items that need maintenance. Wisconsin lift was the only company to respond to my request and provided an estimate of \$19,475</p>



Baystone Government Finance

October 12, 2021

FORMAL PROPOSAL

OBLIGOR: TOWN OF GIBRALTOR, WI

- ✓ This is a finance/ownership contract. No residual value.
- ✓ Fixed interest rate for the four (4) year, five (5) year, and six (6) year terms.

EQUIPMENT: ONE (1) 2021 FARMALL 110A WITH LOADER, SIDE AND REAR FLAIR MOWER, 18' REAR MOUNT BOOM WITH 60" ROTARY HEAD, AND 8' BOX BLADE

OPTION 1

Acquisition Cost:	\$165,000.00	Term:	Four (4) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$42,894.43
Trade In:	\$ 0.00	Interest Rate:	2.670%		
Principal Balance:	\$165,000.00	Rate Factor:	0.259966		

OPTION 2

Acquisition Cost:	\$165,000.00	Term:	Five (5) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$34,768.18
Trade In:	\$ 0.00	Interest Rate:	2.680%		
Principal Balance:	\$165,000.00	Rate Factor:	0.210716		

OPTION 3

Acquisition Cost:	\$165,000.00	Term:	Six (6) years	First Payment Due:	At Closing
Down Payment:	\$ 0.00	Payment Mode:	Annual in Advance	Payment Amount:	\$29,356.68
Trade In:	\$ 0.00	Interest Rate:	2.690%		
Principal Balance:	\$165,000.00	Rate Factor:	0.177919		

- **This is a proposal only and is not a commitment to finance. This proposal is subject to credit review and approval and proper execution of mutually acceptable documentation.**
- Failure to consummate this transaction once credit approval is granted and the documents are drafted and delivered to Obligor will result in a documentation fee being assessed to the Obligor.
- This transaction must be credit approved, all documents properly executed and returned to Baystone Government Finance and the transaction funded on ALL proposals on or before October 26, 2021. If funding does not occur within that time-frame, or there is a change of circumstance which adversely affects the expectations, rights, or security of Obligee or its assignees, then Obligee or its assignees reserve the right to adjust and determine a new interest rate factor and payment amount, or withdraw this proposal in its entirety.
- This transaction must be designated as tax-exempt under Section 103 of the Internal Revenue Code of 1986 as amended.
- **OBLIGOR'S TOTAL AMOUNT OF TAX-EXEMPT DEBT TO BE ISSUED IN THIS CALENDAR YEAR WILL NOT EXCEED THE \$10,000,000 LIMIT, OR THE INTEREST RATE IS SUBJECT TO CHANGE.**
- **Neither KS StateBank nor Baystone Government Finance is acting as an advisor to the municipal entity/obligated person and neither owes a fiduciary duty pursuant to Section 15B of the Exchange Act of 1934**

BAYSTONE GOVERNMENT FINANCE

TOWN OF GIBRALTOR, WI

Aaron Lindsten ~ alindsten@ksstate.bank
Assistant Vice President

Signature

Title

Date

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

 Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

 Riesterer & Schnell, Inc.
 1775 American Drive
 Neenah, WI 54956-1406
 920-751-8787
 clongtime@rands.com

Quote Summary
Prepared For:

 TOWN OF GIBRALTAR
 4097 HIGHWAY 42
 FISH CREEK, WI 54212
 Business: 920-868-1714
 Mobile: 920-421-2139

Delivering Dealer:
Riesterer & Schnell, Inc.
 Mark Farley
 1775 American Drive
 Neenah, WI 54956-1406
 Phone: 920-751-8787
 Mobile: 920-574-0934
 mfarley@rands.com

Quote ID: 25421320
Created On: 12 October 2021
Last Modified On: 22 October 2021
Expiration Date: 12 November 2021

Equipment Summary	Selling Price	Qty	Extended
JOHN DEERE 5115M PowrQuad™ PLUS/Powr8™ Utility Tractor	\$ 82,349.28 X	1 =	\$ 82,349.28
PowerGard Protection Plan	\$ 2,538.00 X	1 =	\$ 2,538.00
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
Price Effective Date: October 12, 2021			
Sub Total			\$ 84,887.28
JOHN DEERE 540M Loader	\$ 5,923.44 X	1 =	\$ 5,923.44
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
Price Effective Date: October 11, 2021			
(ALLIED ITEM) Bucket 84" Utility Bucket	\$ 1,633.00 X	1 =	\$ 1,633.00
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
Price Effective Date:			
DIAMOND MOWERS Twin Flail Mower Package	\$ 41,626.16 X	1 =	\$ 41,626.16
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
Price Effective Date:			
DIAMOND MOWERS 17ft 3pt Boom Mower	\$ 33,957.10 X	1 =	\$ 33,957.10
Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)			
Price Effective Date:			

Salesperson : X _____

Accepted By : X _____

ALL PURCHASE ORDERS MUST BE MADE OUT TO (VENDOR):

Deere & Company
 2000 John Deere Run
 Cary, NC 27513
 FED ID: 36-2382580; DUNS#: 60-7690989

ALL PURCHASE ORDERS MUST BE SENT TO DELIVERING DEALER:

Riesterer & Schnell, Inc.
 1775 American Drive
 Neenah, WI 54956-1406
 920-751-8787
 clongtine@rands.com

Frontier BB3296 BOX BLADE W/ SCARIFIER \$ 2,620.72 X 1 = \$ 2,620.72

Contract: Sourcewell Ag Tractors 110719-JDC (PG 1P CG 70)

Price Effective Date: October 12, 2021

Equipment Total \$ 170,647.70

* Includes Fees and Non-contract items

Quote Summary

Equipment Total	\$ 170,647.70
Trade In	
SubTotal	\$ 170,647.70
Est. Service Agreement Tax	\$ 0.00
Total	\$ 170,647.70
Down Payment	(0.00)
Rental Applied	(0.00)
Balance Due	\$ 170,647.70

Salesperson : X _____

Accepted By : X _____

RIESTERER AND SCHNELL

6 Series Tractor with Diamond Boom Mower and Rotary Head Rental Rates

- Hourly (if over hours) - \$95
- 1 week (up to 40 hours) - \$4200 (\$105/hour)
- 2 weeks (up to 80 hours) - \$6800 (\$85/hour)
- 3 weeks (up to 120 hours) - \$8800 (\$73.33/hour)
- 1 Month (up to 160 hours) - \$10,200 (\$63.75/hour)

Prices include new set of blades and hardware and transportation of equipment to and from rental site

Blades and hardware will be in a box for renter to use at their discretion

Customer is responsible for fuel usage, DEF usage, and any damage to machine while it is off our lot.

Customer must provide Riesterer and Schnell proof of liability insurance and physical damage insurance coverage and a current tax-exempt form (if municipal) before machine can leave our lot.

If customer provides their own transportation of equipment to and from dealership, rental rate can be reduced \$600.

Mark Farley
Municipal Sales Manager
Riesterer and Schnell
920 574 0934
mfarley@rands.com

JOHN DEERE

Town of Gibraltar 5115M and Diamond Mower Package

10/22/2021

Quoted Purchase Price: \$ 170,647.70

Lease interest rate is 2.75%

Choice of monthly (in arrears), quarterly, semi annual or annual payments

Customer retains ownership of the equipment after the last payment is made

Non appropriation clause allows you to return equipment at any time if funding isn't approved

Monthly Payment Examples (Based on the Quoted Purchase Price)

<u># of Months (payments)</u>	<u>Amount</u>	<u>Total of Payments</u>	<u>Interest Amount</u>
12	\$ 14,433.38	\$ 173,200.59	\$ 2,552.89
18	\$ 9,687.67	\$ 174,378.06	\$ 3,730.36
24	\$ 7,315.67	\$ 175,576.01	\$ 4,928.31
30	\$ 5,892.47	\$ 176,773.95	\$ 6,126.25
36	\$ 4,943.66	\$ 177,971.90	\$ 7,324.20
42	\$ 4,266.19	\$ 179,180.09	\$ 8,532.38
48	\$ 3,757.66	\$ 180,367.79	\$ 9,720.09
54	\$ 3,363.47	\$ 181,627.17	\$ 10,979.47
60	\$ 3,047.77	\$ 182,866.08	\$ 12,218.38

Quarterly Payment Examples (Based on the Quoted Purchase Price)

<u>Payments</u>	<u>Months</u>	<u>Amount</u>	<u>Total of Payments</u>	<u>Interest Amount</u>
4	12	\$ 43,102.20	\$ 172,408.78	\$ 1,761.08
8	24	\$ 21,846.32	\$ 174,770.55	\$ 4,122.85
12	36	\$ 14,764.44	\$ 177,173.27	\$ 6,525.57
16	48	\$ 11,223.50	\$ 179,575.99	\$ 8,928.29
20	60	\$ 9,100.64	\$ 182,012.84	\$ 11,365.14

Semi-Annual Payment Examples (Based on the Quoted Purchase Price)

<u>Payments</u>	<u>Months</u>	<u>Amount</u>	<u>Total of Payments</u>	<u>Interest Amount</u>
2	12	\$ 85,909.17	\$ 171,818.34	\$ 1,170.64
4	24	\$ 43,544.17	\$ 174,176.69	\$ 3,528.99
6	36	\$ 29,426.49	\$ 176,558.94	\$ 5,911.24
8	48	\$ 22,370.21	\$ 178,961.66	\$ 8,313.96
10	60	\$ 18,138.14	\$ 181,381.44	\$ 10,733.74

Annual Payment Examples (Based on the Quoted Purchase Price)

<u>Payments</u>	<u>Months</u>	<u>Amount</u>	<u>Total of Payments</u>	<u>Interest Amount</u>
2	24	\$ 86,496.20	\$ 172,992.40	\$ 2,344.70
3	36	\$ 58,451.96	\$ 175,355.87	\$ 4,708.17
4	48	\$ 44,434.95	\$ 177,739.82	\$ 7,092.12
5	60	\$ 36,030.56	\$ 180,152.78	\$ 9,505.08



Quote Page 1 of 1
 Quote Number: 305651
 Effective Date: 10/21/2021
 Valid Through: 10/31/2021

Ship To

Kubota Dealer

Bill To

Town of Gibraltar
 Town Gibraltar
 Gibraltar, WI
 Work: (920) 868-1714

BEAVER MACHINE, INC
 241 DOUBLE R ROAD
 COLEMAN, WI 54112

Mark Mohny
 Phone: (920) 897-4035
 Email:
 markm0hney@yahoo.com

Town of Gibraltar
 Town Gibraltar
 Gibraltar, WI
 Work: (920) 868-1714

Equipment Detail

Description	Manufacturer	Model #	Qty	Price Each	Total
B2301HSD-1 - 4WD TRACTOR W/FOLDABLE ROPS	Kubota	B2301HSD-1	1	\$14,656.00	\$14,656.00
7.0 FT BACKHOE	Kubota	BH70	1	\$5,902.12	\$5,902.12
BACKHOE MOUNTING KIT	Kubota	BH1627	1	\$1,161.41	\$1,161.41
FRONT LOADER (SWIFT-TACH, ONE LEVER HYDRO COUPLER)	Kubota	LA435	1	\$2,938.35	\$2,938.35
60" QA LIGHT MATERIAL BUCKET	Kubota	B2372	1	\$549.65	\$549.65
2 LEVER QUICK COUPLER FOR LA435	Kubota	B1673	1	\$425.41	\$425.41
60" MID-MOUNT MOWER	Kubota	RCK60-32	1	\$2,542.12	\$2,542.12
16" PIN ON BACKHOE BUCKET	Kubota	BT1952A	1	\$638.12	\$638.12
10" PIN ON BACKHOE BUCKET	Kubota	BT1950A	1	\$409.41	\$409.41
MECH THUMB KIT	Kubota	BH1976	1	\$466.82	\$466.82
F-TIRE 23X8.50-12 R14T GOODYEAR SST		ABR8791	2	-Included	-Included
R-TIRE 12-16.5 R14T GOODYEAR SST		ABR8792	2	-Included	-Included
GEAR DRIVE TILLER STD 1250	LAND PRIDE	RGA1250	1	\$2,400.00	\$2,400.00
CLAW GRAPPLE, 54	LAND PRIDE	SGC0554	1	\$3,600.00	\$3,600.00
POST HOLE DIGGER 10 SERIES	LAND PRIDE	PD10	1	\$2,550.00	\$2,550.00

Cash Details

Equipment Total	\$38,239.41
Freight and prep and delivery	\$3,850.00
Cash Incentives	(\$1,514.17)
Cash Sale Price	\$40,575.24

Post hole digger includes a 10 bit Grapple includes a third function kit for operation

Kubota Disclaimer

Sales quote can only be provided by a participating Kubota dealer. Only Kubota and Kubota performance-matched Allied equipment are eligible. Inclusion of ineligible equipment may result in a higher blended APR. Stand Alone Kubota or Allied implements and attachments/accessories are subject to stand alone programs. Financing is available through Kubota Credit Corporation, U.S.A.; subject to credit approval. Program eligibility requirements are subject to change without notice and may be withdrawn without notice. Some exceptions



B Series

B2301HSD-1

*** EQUIPMENT IN STANDARD MACHINE ***

DIESEL ENGINE

Model # D1005
Kubota Indirect Injection
3 Cyl. 61.1 cu. In.
+ 20.9 Gross Eng. HP
+ 17.5 PTO HP
EPA Tier 4 Compliant
Charging Output 14.5 Amps
12V – 430CCA
Dual Air Cleaner Element

EXHAUST EMISSION CONTROL TYPES

No Exhaust After Treatment Required

HYDRAULICS

Open Center
Tandem Pumps Gear Type
3.6 gpm Power Steering
4.7 gpm Remote/3 Pt. Hitch
8.3 gpm Total Hyd. Flow

3-POINT HITCH & DRAWBAR

Cat I 3-point Hitch
At lift Point 1808 lbs.
24" Behind 1411 lbs.
Position Control 3-Point Valve

POWER TAKE OFF

Live Independent with hydraulic clutch
Rear PTO – 1 Speed
SAE Std 1 3/8" Six Spline
540 rpm @ 2773 Eng. rpm
Mid PTO – 1 Speed
2500 rpm @ 2753 Eng. rpm

TRANSMISSION

Hydrostatic Drive
Rear Differential Lock
3 Forward Ranges
3 Reverse Ranges
Cruise Control
Wet Disc Brakes

FRONT AXLE

Hydrostatic Power Steering
Cast Iron
Bevel Gear, 4WD
Tread Spacing, Nonadjustable

FLUID CAPACITY

Fuel Tank 6.1 gal.
Cooling System 4.0 qts.
Crankcase 3.3 qts.
Transmission and Hydraulics 4.0 gal.
Front Axle Differential 3.7 qts.

INSTRUMENTS

Tachometer/Hour meter
Oil Pressure
Fuel Gauge
Coolant Temperature

SAFETY EQUIPMENT

2-Post Foldable ROPS w / Retractable Seat Belt
Flip-Up PTO Shield
Safety Start Switches
Electric Key Shut Off
Parking Brakes
SMV Sign



Quote # 10721JF
 Revision:
 Date: 10/7/2021

Bill To:

Ship To:
 TOWN OF GIBRALTER
 3476 COUNTY HIGHWAY F
 FISH CREEK, WI 54212

Contact TRAVIS THYSSEN

Terms	COD	Lead Time	4 WEEKS	Quoted By	John Fitzsimmons 12		
Item	Discription			Qty	U/M	Cost	Total
GLCSL2000-20-27	GORBEL CEILING MOUNT CRANE SYSTEM. INCLUDES RUNWAY, BRIDGE, HANGER BRACKETS DESIGNED FOR SLOPED ROOF, AND SWAY BRACING.			1	EA	\$9,825.00	\$9,825.00
NER2010LD	1 TO CAPACITY HOIST 230/3/60 POWER SUPPLY			1	EA	\$3,400.00	\$3,400.00
LABOR	INSTALLATION OF EQUIPMENT			1	EA	\$2,250.00	\$2,250.00
	LOAD TEST			1	EA	\$500.00	\$500.00
RENTAL	SCISSORS LIFT			1	EA	\$1,500.00	\$1,500.00
SHIPPING	ESTIMATED			1	EA	\$2,000.00	\$2,000.00
	CRANE SYSTEM 1,522 LBS HOIST 105 LBS						
						Total	\$19,475.00

Quoted pricing does not include sales tax, if applicable.
Quoted pricing does not include incoming or outgoing freight charges.