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: 890 8617 9156

Password: 794409

TOWN OF GIBRALTAR REGULAR MONTHLY MEETING WEDNESDAY, March 6, 2024 GIBRALTAR TOWN CENTER 4097 HIGHWAY 42, FISH CREEK WI 54212 7:00 PM

- 1. Call to order
- 2. Pledge of Allegiance
- 3. Roll call/quorum
- 4. Approve the agenda
- 5. Approve minutes of previous meeting(s)
- 6. Committee reports (Reports are for informational purposes only)
- 7 Public Comment

/.	Public Confinent	
8.	Consideration of "Class A" and Class "A" License for Aim the Wine Room	D/A
	Michele Amos Goaz Agent	D/A
9.	Accept the Road Dedication for Choke Cherry Lane	D/A
10.	. Consideration of 2024-01 Mailbox Ordinance	D/A
11.	. Consideration of Ordinance 2024-02 Relating to the confidentiality of	D/A
	information about income and expenses requested by the assessor in property assessment	D/A
12.	. Recommendation to Door County to adjust speed zone on County Hwy A	D/A
13.	. Harbor Commission Appointment Renewals	D/A
14.	. Introduction of Resolution 2024-02 to Vacate a portion of Bluff Lane	D/A
15.	. Approve Board of Review and Open Book Dates	D/A
16.	. 2024 Season Retreat Lot Recommendation	D/A
17.	. Payment of Accounts	D/A
18.	. Adjourn	D/A

/s/ Steve Sohns, Chair

DEVIATION IN ORDER MAY OCCUR

Posted: March 5, 2024	X Fish Creek Post Office
· ·	V Eigh Creek DD
	X Fish Creek BP
	X Town Center Display Case
	X Town Website
Cyndi Gutschow, Clerk	
,	

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.

1 TOWN OF GIBRALTAR 2 REGULAR MONTHLY MEETING 3 Wednesday, February 7, 2024 4 GIBRALTAR TOWN CENTER 5 **4097 HIGHWAY 42, FISH CREEK WI 54212** 6 7:00 PM 7 8 Approved: 9 **Call to order:** Steve Sohns called the regular meeting to order at 7:00 p.m. 10 Pledge of Allegiance 11 **Roll call/quorum:** Board members present: Chair Sohns, Supervisor Merkel, Supervisor Birmingham, Supervisor 12 13 Selenica, Supervisor Chomeau 14 Board member(s) absent: Adopt agenda: Motion: (Birmingham, Merkel) to approve the agenda as presented. Carried. 15 **Approve minutes of previous meeting(s):** *Motion:(Birmingham, Chomeau) to approve January* 16 17 3, 2024, and January 22, 2024 Joint Board and Plan minutes (Selenica, Merkel) Carried **Avers Presentation:** Chris from Avers presented to the board. Discussion occurred. 18 19 Schedule Future Town Board/Committee Workshop for Midtown Waterfront Design: 20 March 2024 for a workshop, after the other committees have looked over the plan. Parks and Lands: Buske reported that they are working on prep for the season. The funding for 21 22 the Redman property is going up. Fire Department/EMR: Chief Bertges provided a written report: January Call volume 9 total 23 down from 13 in 2023. Projects: Participated and held a tabletop for Winterfest involving a mass 24 care incident. Worked with the school to conduct brief tabletop scenarios to provide more 25 efficient responses. Working with Pierce on the new engine design, delivery date is late 2024. 26 Rescue dog search team developing nicely, they are training every other week. Applying for 27 grants through AFG and Destination Door County. 28 Police Department: Chief Roesch is at a training seminar. He attended an active shooter training at 29 the school. His state audit is wrapping up. 30 VFC: Lancaster reported that they wrapped up a successful Winterfest and we anticipate this to 31 be the most profitable Winterfest to date. We are working on the upcoming season, working on 32 33 new memberships, concerts series and other fun events for the fall. Noble House: Buske reported: Kicking off the year on solid ground. All things chocolate was a 34 35 huge success. This success takes a whole community, VFC promoting us, all town staff, the community, everyone, thank you all! Wild Tomato has chosen us to be their February Charity 36 Pizza- Rajun Cajun pizza, please order one this month! 37 **Airport:** Drajesk reported: We have been meeting with aviation officials and we are on track 38 with tree clearing in mid-March and then we will be starting the removal of structures, mounds 39 and tree stumps. Still on track for constructing 4 out of the 5 hangers by mid July 2024. Friends 40 report: We are focused on June 1, 2024, our young eagle's event from 9a.m to 2pm we have 41 42 registered for this on the EAA site. Watershed: Nothing new to report 43 **Planning Commission** Thyssen reported that they had their joint meeting with the Town Board 44 45 on February 7, 2024. Each Plan member took on goals to work on from the town comprehensive

plan. Plan Commission will be meeting jointly with the Parks and Lands on February 26, 2024.

46

- 1 **Harbor Commission:** Harris reported that the Harbor Commission met numerous times this
- 2 month, with RFP work. Town staff is working on housekeeping items as well working on dock
- 3 assignments. We will probably have an early season this year with this warm weather.
- 4 **Room tax:** Down for the year on nights rented but because of the rate increase we still had a
- 5 great year.
- 6 **Building Committee:** Karl no report.
- 7 **Coastal Byways:** Gutschow reported that she attended her first meeting. The meeting centered
- 8 around the next coloring book and advertising that will go into the coloring book.
- 9 **Broadband Ad-Hoc Committee:** No new report
- 10 **Clerk:** Gutschow reported that she is attending election training at the county tomorrow with our
- 11 chief election inspectors.
- Gutschow will be hosting the next-Door County Costal Byways meeting here on February 19,
- 13 2024.
- 14 **Treasurer**: Cain-Bieri reported Auditors were here, the audit is still ongoing, but they are no
- longer here in person. She has been completing all of the dock work for the town, please get in
- your mooring and slip paperwork ASAP. The hangar lease bills will go out tomorrow.
- Administrator: Thyssen reported that the upper bluff project is underway with lots of blasting.
- There are about 600 feet of sewer already installed. It is estimated to be done by May, there is a
- lot of activity going on up there with two buildings already framed out. We have 4 new home
- 20 permits already issued for 2024. We have a good chance of being approved for a \$250,000 grant
- 21 that Thyssen applied for.
- 22 **Chairman:** Sohns thanked VFC, GHA and all the town staff and all the volunteers, for a
- 23 phenomenal Winterfest. It was a huge success, a great turn out. TAC committee update: The
- 24 town fix bill had its last hearing yesterday, looks like it will go through. Zoning bill is going to
- 25 take a little bit longer, some amendments added. There is a city and town bill that is not going
- anywhere right now, needs more work.
- 27 **Public Comment:** Laurie Buske: We really like our new stove at the old town hall.
- 28 Special Event Request Explosions of Fun Fireworks Michelle Gentine from Explosions of
- Fun is asking to set up the day before and take down the next day. The date is July 3, 2024.
- 30 Thyssen reported that our Chief of Police Ryan Roesch would like them to request Sheriff
- Deputy Reserves to be security at this event. *Motion to approve contingent on providing extra*
- 32 security. (Birmingham, Selenica) Carried
- 33 **Approval of Firework Permit for Explosions of Fun** Motion to approve with updated
- 34 insurance proof (Chomeau, Merkel) Carried
- West Town dock leases Motion to approve leases to both sides of the west town dock to Cody
- 36 Bolton owner of Northern Door County Boat Rental LLC (Merkel, Chomeau) Carried
- 37 Direction for Parks and Lands Committee to Care for the Green space at the Kinsey Parcel
- 38 Motion for Parks and Lands Committee to care for the Kinsey green space (Chomeau, Selenica)
- 39 *Carried*
- 40 **Operator's License** *Motion to approve* (*Birmingham, Merkel*) *Carried*
- 41 **Consideration of Fire Truck 501C3 Purchase** *Motion to approve the Town to take ownership*
- 42 of the vehicle and to approve adding the vehicle to the fleet (Chomeau, Birmingham)
- 43 Consideration of 2024-01 Mailbox Ordinance Discussion occurred No Action
- 44 County F speed limit Request to the County. Administrator Thyssen spoke to the board
- regarding the speed limit and safety. Cary Lawrenson Fish Creek Campground spoke to how
- dangerous it is. Motion for staff to ask the county for the speed limit recommendation change to
- 47 the county (Merkel, Chomeau) Carried
- 48 **Renewal Options for Bank CD** Motion to approve putting into savings (Birmingham, Merkel

- 1 **Payment of bills** *Motion to approve the payment of* bills *as presented, (Birmingham, Chomeau)*
- 2 Carried
- 3 Adjourn: Motion to adjourn at 8:55 p.m. (Birmingham, Chomeau) Carried
- 4 Respectfully submitted,
- 5 Cyndi Gutschow, Clerk



To: Town board

From: Town staff

Request:

Michele Amos Goaz is seeking a Class A liquor license to operate Aim the Wine Room at 4172 Main Street.

Analysis:

Mr. Goaz is a long-standing business owner in the Town of Gibraltar.

Background:

The space he is seeking to open Aim the Wine room is in the old Barrel Room, which offered olive oil and wine tasting and sold snacks, wine, olive oil, novelty gifts, craft pieces and art. The Wine Room will be a seasonal business open from April 1st to November 30th. Their product inventory will be Spirits, Wine, Beer, Cider, Snacks, Oils, Door County merchandise, glassware, craft pieces and orchard products. The products in the retail space of the storefront will be stored on shelves and in refrigerators. Extra products will be stored in the basement which is accessed through the rear of the building.

Recommendation:

Staff has reviewed and supports this application.

Fiscal Impact:

The town will receive \$350.00 for the class A liquor license to be added to the general fund.

	Date	
Alcohol Beverage License Application		

Form AT-103

Alcohol Beverage License Application Supplemental Questionnaire

This form must be submitted to the municipal clerk, and be accompanied by one or more of the following forms: AT-104, AT-106, AT-108, AT-115, or AT-200. One Form AT-103 must be completed by each person involved in the applicant business or parent company including:

sole proprietor

- · all officers, directors, and agent of a corporation or nonprofit organization
- · all partners of a partnership
- · managing members and agent of a limited liability company

Your alcohol beverage application or renewal is not complete until all required Supplemental Questionnaires are submitted.

Part A: Premises/Business Information
Registered Entity Name (or individual name if sole proprietor)
2. Trade Name or DBA
the wine hoom
3. Entity Type (check one)
☐ Sole Proprietor ☐ Partnership ☐ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
Part B: Individual Information
1. Name (Last, First, M.I.)
GOAZ Michell AMOC
2. Relationship to Registered Entity (Title) 3. Email 4. Phone
5. Home Address AMOS 220165 & GMAIL COM 917-993-4190
9398 Hill St
6. City 7. State 8. Zip Code 9. Date of Birth
FISH CREEK 10. Drivers License/State ID Number 11. Drivers License/State ID State of Issuance
The Diverse Electristic ID State of Issuance
G-200-541-65-022-0 RORIDA
Part C: Address History
List in chronological order your last two residence addresses within the last 5 years.
Previous Address 1
4189 MADIE ST'
Previous City, State, Zip Dates (MM/YYYY - MM/YYYY)
FISH CREEK, WI 54212 06/1/2019 11/1/2021
Previous Address 2
Province City Obets 7
Previous City, State, Zip Dates (MM/YYYY - MM/YYYY)
Part D: Employment History
List in chronological order your last two employers within the last 5 years.
Employer's Name
Employer's Address Dates Employed (MM/YYYY - MM/YYYY)
Employer's Name
Employer's Address Dates Employed (MM/YYYY - MM/YYYY)

Part E: Criminal History	
Have you ever been convicted of any offenses (other than traffic offenses unfor violation of any fodoral.) Wisconsing or another state is the state of the s	related to alcohol beverages)
for violation of any federal, Wisconsin, or another state's laws or of any countries to question 1, please list details of each conviction below. Attach addition	
Law/Ordinance Violated	
	Trial Date
Penalty Imposed	Was sentence completed? Yes No
Law/Ordinance Violated	Trial Date
Penalty Imposed	
	Was sentence completed? Yes No
Are charges for any offenses currently pending against you (other than traffic beverages) for violation of any federal, Wisconsin, or another state's laws or ordinances?. If yes to question 2, describe nature and status of pending charges using the status of pending charges.	any county or municipal Yes No
sheets as needed.	
Part F: Questions	
Have you lived in any state other than Wisconsin as an adult? If yes, please I If no, continue to question 2 FLD.RIDA	ist them in the space belowYes No
2. How long have you continuously lived in Wisconsin prior to the date of applica	ation? Years Months
 Do you hold a direct or indirect interest in any alcohol beverage wholesaler or brewpub, winery, distillery)? If yes, please explain using the space below. Atta 	producer (e.g. brewer, ich additional sheets as needed. Yes No
Part G: Attestation	
READ CAREFULLY BEFORE SIGNING: I understand that any license issue under penalty of state law. I further understand that I may be prosecuted for subwith this application, and that any person who knowingly provides materially fat to forfeit not more than \$1,000 if convicted.	mitting false statements and affidavits in connection
Signature	Date 2 /7 /202//

Form			
ΛT	1	Λ	6

Original Alcohol Beverage License Application

	FOR CLERKS ONLY	
1 unicipalit	у	
icense Pe	eriod	

License(s) Requested			
☐ Class "A" Beer \$	☐ "Class A" Liquor \$	License Fees	\$
☐ Class "B" Beer \$	☐ "Class B" Liquor	_ Publication Fee	\$
☐ "Class C" Wine \$	☐ "Class A" Liquor (Cider Only) \$	Background Check	\$
Reserve "Class B" Liquor \$	☐ "Class B" (Wine Only) Winery \$	Total Fees	\$
			1
Part A: Premises/Business Inform			
1. Legal Business Name (registered entity name)	0. 1.00		
2. Trade Name or DBA	o room		
3. Premises Address	res room		
	St' FISH CREEK	. W/ 5/12	10
4. County	5. Municipality	6. Aldermanic District	10
7. Mailing Address (if different from premises a	address)		
8. FEIN 99-1237186	9. Wisconsin Seller's Permit Numb		
10. Premises Phone	11. Premises Email		
12. Entity Type (check one)	16 Amos 22016	5 & GMAIL.	COM
☐ Sole Proprietor ☐ Partnersh	ip Kimited Liability Company	Corporation Non	profit Organization
including living quarters, it used, for	building or buildings where alcohol beverage: the sales, service, consumption, and/or store NLY on the premises described in this applica	age of alcohol beverages	and records Alcohol
	will Be sale from &		
Di il	sour so sale from the	ilaul 570hes.	
isulding located	oh 4170-72 MAIN St. F	ISH CREEK, WI	54212
Part D. Ousstians			
1. Have the partners, agent, or sole propri	etor satisfied the responsible beverage serve	se teninina un su incomo de Co	
this license period? Submit a copy of I	Responsible Beverage Server Training Course	e Certificate	🔀 Yes 🗌 No
indirect interest in any alcohol beverage	ners, officers, directors, managing members, of e wholesaler or producer (e.g., brewer, brewp pelow. Attach additional sheets if necessary.	or agent hold a direct or bub, winery, distillery)?	🗌 Yes 🔀 No

Part C: For Corporate/LLC Applica	nts Only				
1. State of Registration			7/	2. Date of Re	egistration
Wisconsin					
Is the applicant business owned by and parent company below, include parent company's principal members, manage	combany memi	pers in Part I) and att	ach Form A	T 103 for all of t	ha narant
Name of Parent Company	LOFT)	FEIN of Par	ent Company	у	
Name of Parent Company (ALMO RESTAURANT SE	RVICES A	110		85-36	47332
Does the parent company or any of its cinterest in any other alcohol beverage If yes, please explain using the space	officers, director wholesaler or r	rs, managing member producer (e.g., brewe	s, or agent	hold any direct	or indirect
5. Agent's Last Name		Agent's First Name			Phone
Part D: Individual Information				N. G. W. C.	
A Supplemental Questionnaire, Form AT-103, m any parent company as indicated in Part C. Per or nonprofit organization, all partners of a partner	ership, and all ma	cant business include: so anaging members and ag	ple proprietor gent of a limit	, all officers, directed liability compa	tore and agent of a same well-
List the full name, title, and phone number f	or each person	below. Attach additio	nal sheets i	f necessary.	
Last Name	First Name		Title		Phone
		-			
			w)		
Part E: Attestation					
Who must sign this application?					
sole proprietor one general partn	ner of a partners	ship • one corpo	orate officer	• one ma	anaging member of an LLC
READ CAREFULLY BEFORE SIGNING: Unc that I am acting solely on behalf of the applica- that the rights and responsibilities conferred & this business according to the law, including be lack of access to any portion of a licensed prer and grounds for revocation of this license. I un state law. I further understand that I may be plany person who knowingly provides materially	on tousiness and by the license(s), ut not limited to, mises during insp nderstand that ar rosecuted for sub	not on behalf of any oti, if granted, will not be a purchasing alcohol beveoction will be deemed any license issued contra	ner individual assigned to a serages from some refusal to all ry to Wis. St	re questions com l or entity seeking another individual state authorized w low inspection. Si ats. Chapter 125 s	pletely and truthfully. I agree g the license. Further, I agree or entity. I agree to operate wholesalers. I understand that uch refusal is a misdemeantor shall be void under penalty of
Signature			Date		
Name (Leat First MI)			021	107/202	24
Name (Last, First, M.I.)			,	,	
Title COAT	Ema	ail			Phone
OWNER		105220165	e GMA	4L, com	917-993-4196
Part F: For Clerk Use Only					
Date application was filed with clerk	Date reported t	o governing body		ate provisional lic	cense issued (if applicable)
Date license granted	License numbe	PF		ate license issued	d
Signature of Clerk/Deputy Clerk		1			

SERVER license.com

Wisconsin Responsible Beverage Seller/Server Training

GOAZ MICHELE AMOS

has met all training requirements and successfully completed the above course and/or exam.

Certification Number: SL167778

Date of Completion: 09/01/2022

Kelly Bailey
Authorized Signature

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis. Stats. Present this certificate to your local municipal clerk's office to receive your Operator's or Retail license.

Diversys Learning, Inc. 1101 Arrow Point Drive, Suite 302 Cedar Park, TX 78613

Dated this 8 day of FEB 2024

This is to certify that as of this date, (I)(we), do not have any indebtedness of more than fifteen (15) days outstanding to any beer wholesaler, nor any liquor bills of more than 30 days outstanding to any liquor wholesaler.

AIM The Wine Room LLC
Name of Business

4170 MAIN ST FISH CREEK, WT 54212
Address

Subscribed and sworn to before me

this day of Feb 20 Zy

NOTARY PUBLIC

My commission expires

JANET R GIBSON Notary Public - State of Florida Commission # HH 127791 My Comm. Expires May 18, 2025 Bonded through National Notary Assn.

Door County Wine Room

(AIM The Wine Room LLC)

Business Description-

The Door County Wine Room will be a retail space in downtown Fish Creek underneath The Loft. We are located at 4172 Main Street Apt #4172. We will be selling products such as:

Alcohol & Food

-Spirits -Honey

-Wine -Oils

-Beer -Orchard Products

-Cider -Candy

-Soap

-Crackers

-Snacks

-NA Beverages

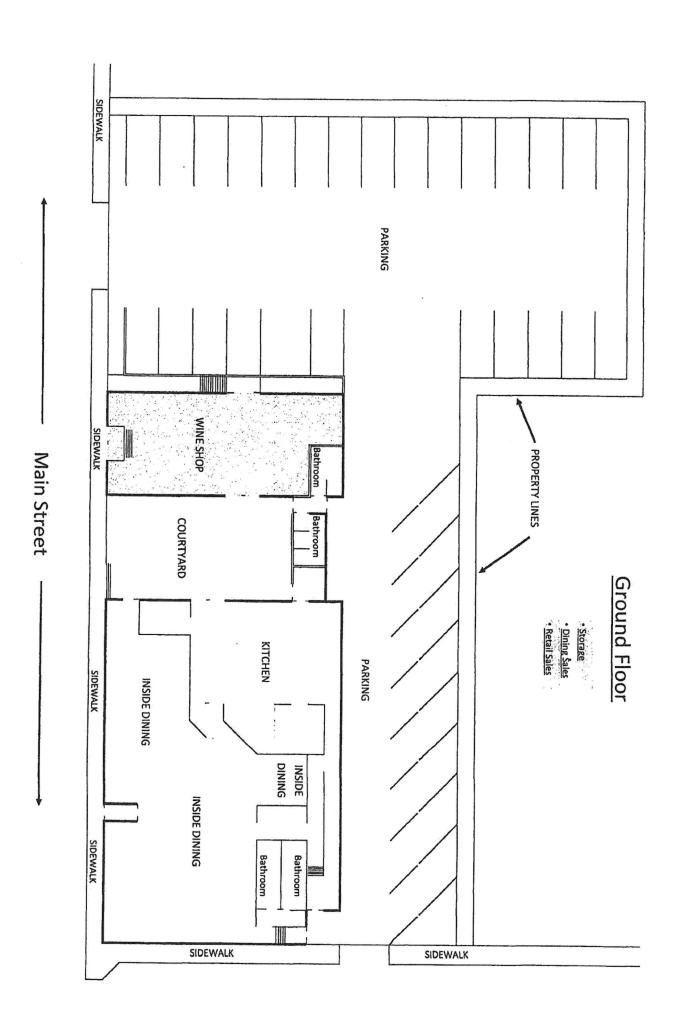
As well as:

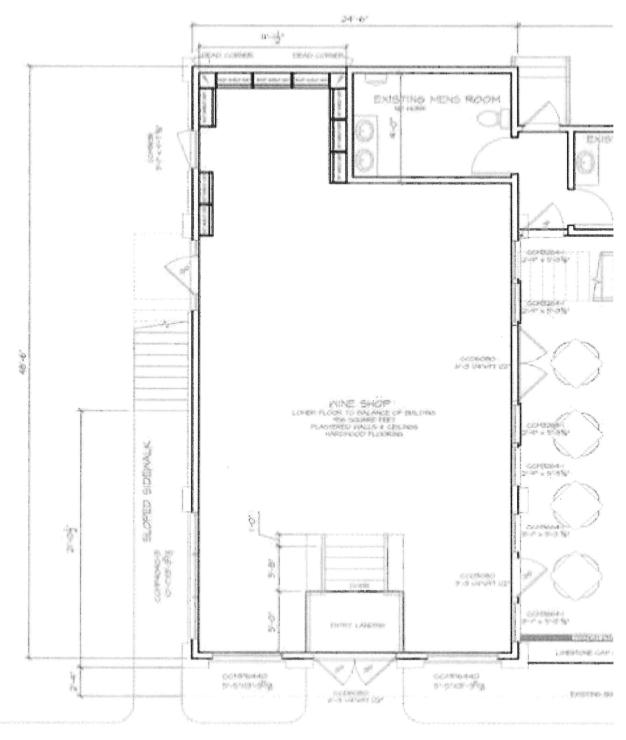
Retail

- -Door County Merchandise
- -Glassware
- -Novelty Gifts
- -Craft Pieces/Art

We will be a seasonal business open from April 1st to November 30th. Our product inventory will be stored in our basement which is accessed through the rear all of the building. The products in the retail space of the storefront will be stored on shelves and in refrigerators; see attached maps for a layout of the storefront and its dimensions. Our POS system will be in the center of the space at a U-shaped counter. The retail storage will be lining the perimeter of the walls. Any alcohol that is not present on the shelves of the retail space will be stored and locked in the basement in a cool environment for quality control and security. The front door faces founders square, the right-side doors lead to the lower courtyard of The Loft, the left-side door lead out to Cedar Court. This door has a fire alarm switch to its immediate left and emergency lights and exit sign above. This is our

designated emergency escape route for fires or other situations that may require evacuation. For emergencies that require to shelter in place there is access to the basement in the western facing end of the buildings exterior wall as well as from within the storefront on the western interior wall. Our parking lot extends along the exterior of the western wall with a much larger parking lot south across Cedar Court; this is reflected in map #2.





EXISTING SIDEMALK

To: Town Board

From: Staff

Request:

Accept the road dedication for Choke Cherry Lane.

Background:

The Fish Creek Sanitary District is currently completing phase 1 of the sewer interceptor line designed to travel from lift station 5 up the bluff to highway 42, then proceed south behind the Settlement Shops and end at the south line of the Sweetie Pies parcel.

As the line enters the upper bluff it will divide into five separate parcels, three of which are developed or in the process of development. Individually a road that enters the area can remain private. Since the proposal is to have five separate condo or development parcels surround the road listed as Choke Cherry, it will be in the best interest of the town to accept the proposal eliminating potential conflict with the surrounding associations.

Additionally, the Town is currently pursuing the purchase of the 125-acre park and can incorporate 5 acres of park like improvements. Access to this future park will be best served if the town owns the right of way.

Analysis:

With the access needed for the future park expansion acquiring the right-of-way is paramount.

Additionally, the town possession of the right-of-way allows future parcel access without further conflict or agreements with the developed parcels.

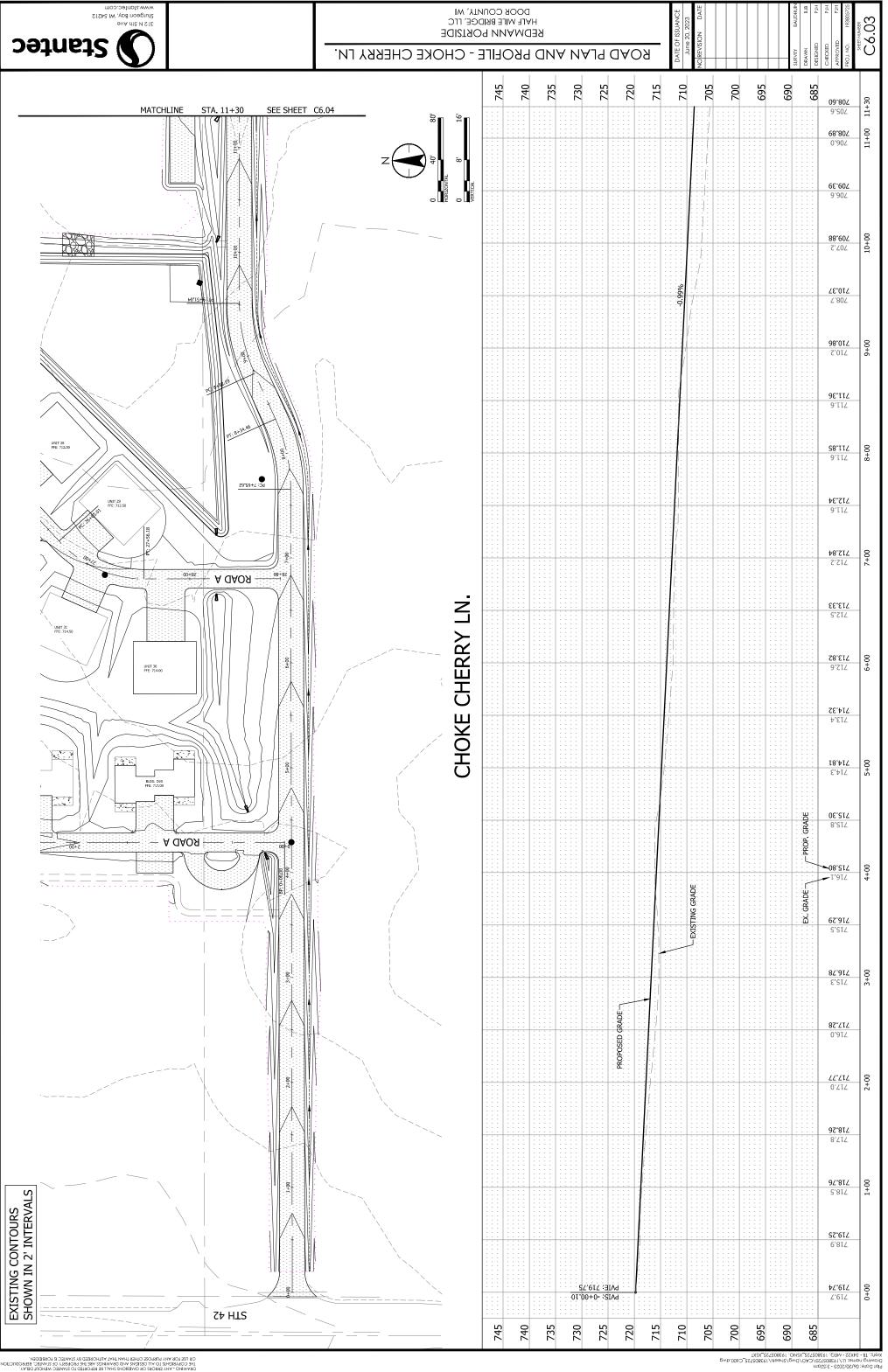
The Town of Gibraltar in the acceptance has assurances the road is to be built to Town of Gibraltar road standards and will meet all NFPA fire access and turn around requirements.

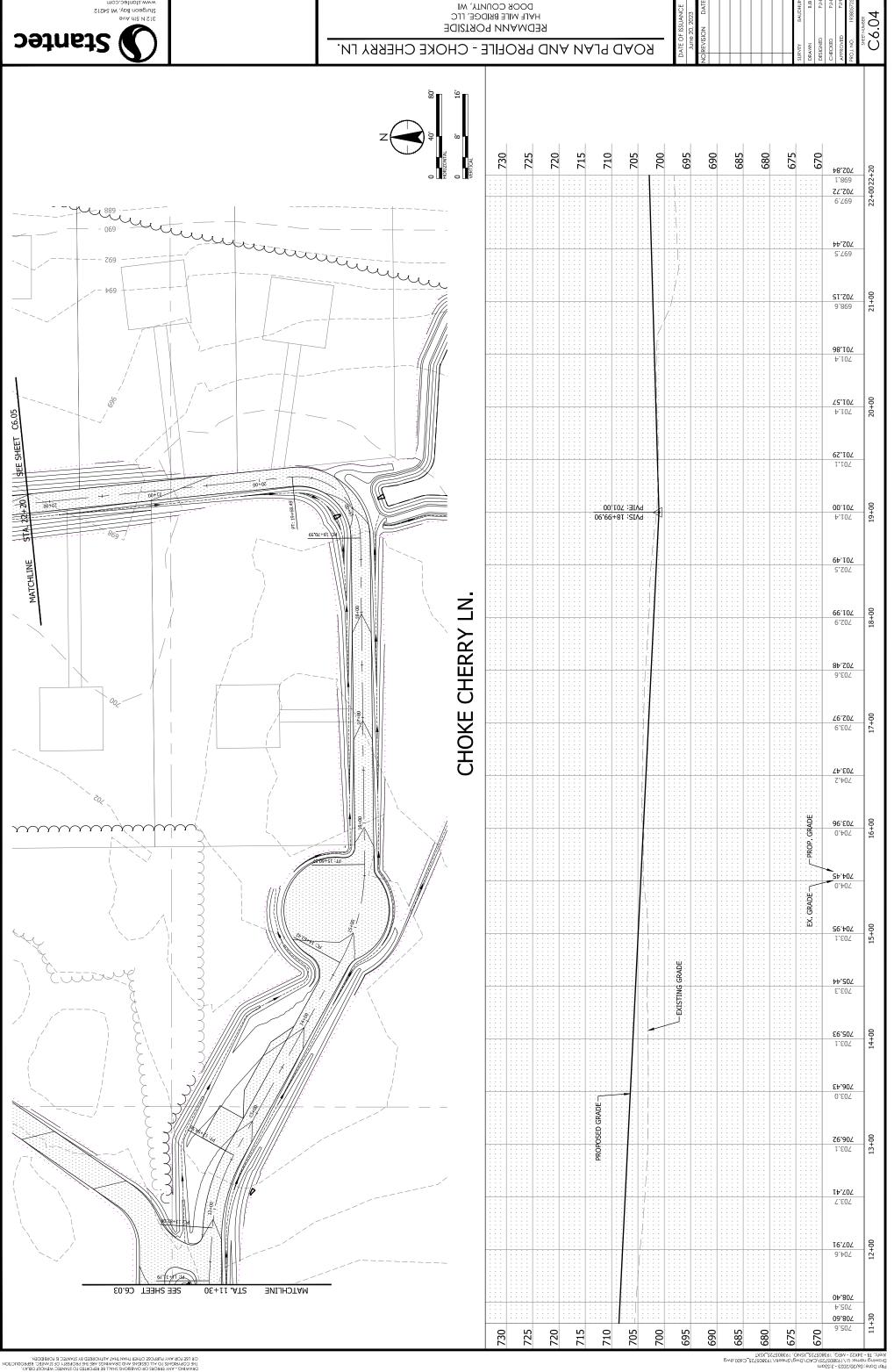
Recommendations:

Cedar Engineering (Town Engineer) has reviewed the proposed road dedication as well as Town Staff acceptance of the road is recommended.

Fiscal Impact:

The road will be asphalt and built to town standards at the cost of the developer. Future maintenance will require Town and County staff however, we will add this to the town road miles and be given road aid from the state.





State Bar of Wisconsin Form 3-2003 **QUIT CLAIM DEED**

Document Number

Document Name

THIS DEED, made between Half Mile Bridge LLC	and Gibraltar	
	tor," whether one or more),	
and Town of Gibraltar, Wisconsin	_	
("Gran	tee," whether one or more).	
Grantor quit claims to Grantee the following described rents, profits, fixtures and other appurtenant interests, County, State of Wisconsin ("Property") (if more space addendum):	eal estate, together with the in Door	Recording Area
autendum).		Name and Return Address
See Exhibit A		
		Parcel Identification Number (PIN) This is not homestead property.
		This 1S not homestead property.
*(SE	*	GE LLC (SEAL) (SEAL)
*	*	
AUTHENTICATION	ACK	KNOWLEDGMENT
Signature(s)	STATE OF WISCONS) ss.
authenticated on	_·	COUNTY)
*	Personally came beforethe above-named	me on,
TITLE: MEMBER STATE BAR OF WISCONSIN (If not,		e person(s) who executed the foregoing
authorized by Wis. Stat. § 706.06)	instrument and acknowl	
THIS INSTRUMENT DRAFTED BY: Michael J. Lokensgard	*	
Godfrey & Kahn	Notary Public, State of My Commission (is per	

(Signatures may be authenticated or acknowledged. Both are not necessary.)

EXHIBIT A

A parcel of land to be used for layout, construction, and maintenance of a Town Road located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 32, Township 31 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 32-31-27; thence N. 00°01'46" W., 1198.99 feet along the west line of the SE 1/4 of said Section 32-31-27; thence N. 89°53'19" E., 40.80 feet to the easterly right of way line of S.T.H. 42 and the point of beginning of said Road Dedication; thence N. 00°18'39" W., 33.00 feet along said right of way line; thence N. 89°53'19" E., 753.54 feet; thence N. 65°32'15" E., 167.29 feet to the north line of the SE 1/4 of said Section 32-31-27; thence N. 89°53'19" E., 299.80 feet along said north line; thence S. 61°06'04" E., 252.72 feet; thence Southeasterly, 276.73 feet along the arc of a 60.00 foot radius curve to the right whose chord bears S. 13°13'54" E., 88.99 feet (incl. <= 95°44'21"); thence N. 61°06'04" W., 295.34 feet; thence S. 89°53'19" W., 268.49 feet; S. 65°32'15" W., 167.29 feet; thence S. 89°53'19" W., 767.55 feet to the aforementioned easterly right of way line of S.T.H. 42; thence N. 00°18'39" W., 33.00 feet along said right of way line to the point of beginning.

TOWN ROAD DEDICATION AGREEMENT

THIS TOWN ROAD DEDICATION AGREEMENT ("Agreement") is made and entered into as of this ______ day of March,2024, by and among GIBRALTAR FORWARD, INC. ("Forward"), HALF MILE BRIDGE LLC ("Half Mile," and with Forward, the "Grantors"), and the TOWN OF GIBRALTAR, WISCONSIN (the "Town").

RECITALS:

WHEREAS, Grantors own adjacent parcels of real estate identified as Parcel No. 0140232312742G (the "Forward Parcel") and Parcel No. 0140232312744Q (the "Half Mile Parcel"); and

WHEREAS, Grantors have agreed to dedicate to the Town the portion of the Forward Parcel and the Half Mile Parcel shown on Exhibit A attached hereto (the "Dedication Parcel") for the purpose of constructing a public roadway thereon in order to connect the Forward Parcel, the Half Mile Parcel and the Hidden Blossom Condominium to the public roadway known as State Highway 42.

NOW THEREFORE, for the consideration expressed herein and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereto do promise and agree as follows:

- 1. <u>Dedication Parcel</u>. Grantors agree to dedicate to the Town the Dedication Parcel on the terms and conditions set forth in this Agreement. Grantors shall accomplish the dedication by executing and delivering a deed to the Dedication Parcel in the form attached hereto as <u>Exhibit B</u> (the "Deed").
- 2. <u>Construction of Street Improvements</u>. Following the conveyance of the Dedication Parcel to the Town, Forward shall construct a roadway within the Dedication Parcel having a roadway width of sixty six (66) feet and a surface width of twenty four (24) feet, in accordance with plans to be prepared by Stantec entitled "Road Plan and Profile Choke Cherry Ln.," attached hereto as <u>Exhibit C</u> (the "Town Road Plans"). Forward will complete construction of the roadway on or before July 31, 2024.
- 3. <u>Consideration</u>. Upon Forward's completion of construction of the roadway, the Town shall pay Forward the sum Eighty Thousand and No/100 Dollars (\$80,000.00), as full and fair consideration for Forward's dedication of the Dedication Parcel to the Town.
- 4. <u>Condominium Monuments</u>. Half Mile is developing a site condominium, to be known as "Eagle Ledge" (the "Condominium") on property located at the end of the Dedication Parcel. Half Mile shall have the right to place two monuments within the Dedication Parcel near the point at which the Condominium's private access drive intersects with the cul-de-sac at the end of the Town road. The monuments shall be designed and constructed at Half Mile's expense. Following their initial construction, the monuments shall be maintained, repaired and

replaced by the Condominium as common elements. The monuments shall be permitted to display name of the Condominium and indicate that the road providing access to the Condominium is private.

- 5. <u>Maintenance</u>. From and after completion of construction of the Town road within the Dedication Parcel, the Town shall be responsible for all maintenance, repair and replacement of the Town road.
- 6. <u>Future Extension for Park Access</u>. Half Mile agrees that following the Town's purchase from Half Mile of the property located to the south of the Dedication Parcel, which property is legally described on <u>Exhibit B</u> attached hereto (the "Park Parcel"), Half Mile will provide a means of access to the Park Parcel over lands owned by it located between the Dedication Parcel and the Park Parcel (the "Park Access Drive"). The precise location of the Park Access Drive will be determined by Half Mile and the Town following the Town's acquisition of the Park Parcel. Half Mile shall determine whether the Park Access Drive will be a permanent easement or be dedicated to the Town as a Town road. Regardless of whether the Park Access Drive is an easement or Town road, however, the Town shall be solely responsible for the construction, maintenance, repair and replacement of the Park Access Drive.
- Prior Access Agreements. A portion of the Dedication Parcel is located within an 7. easement established by a document recorded at Volume 617 of Records, Pages 191-198, as Document No. 56140, Door County Records (the "Hidden Blossom Easement"). The Hidden Blossom Easement established access to the Hidden Blossom Condominium from State Highway 42. The Hidden Blossom Easement was terminated by operation of an Agreement to Relocate Access Easement recorded as Document No. 763843, Door County Records (the "Easement Termination Agreement"). Under the Easement Termination Agreement, Grantors were to construct a private driveway to the south of the Hidden Blossom Easement in an area defined in the Easement Termination Agreement as the "Relocated Access Easement Roadway," which would provide an alternative means of access to the Forward Parcel, the Half Mile Parcel, and Hidden Blossom Condominium. Section 5 of the Easement Termination Agreement provided that although the Hidden Blossom Easement had been terminated, the residents of Hidden Blossom Condominium and their invitees would be permitted to continue to use the existing private drive constructed within to the Hidden Blossom Easement until Grantors constructed the new private access drive within the Relocated Access Easement Roadway

The Easement Termination Agreement provided that Grantors and the Hidden Blossom Condominium Association would share certain costs associated with the construction, maintenance, repair and replacement of the Relocated Access Easement Roadway.

The dedication of a Town road providing direct access to the Forward Parcel, the Half Mile Parcel, and the Hidden Blossom Condominium obviates the need for Grantors to provide an alternative means of access to the Hidden Blossom Condominium within the Relocated Access Easement Driveway and eliminates the future obligation on Grantors and the Hidden Blossom Condominium Association to maintain, repair, and/or replace the Relocated Access Easement Driveway.

30295480.3

During construction of the new Town road, Grantors will ensure that reasonable access to the Hidden Blossom Condominium is maintained at all times. Following completion of the new Town road, Grantors will be take all actions authorized under the Easement Termination Agreement, including the removal of any improvements located within the former Hidden Blossom Easement, and any remaining obligation on the part of Grantors under either the Hidden Blossom Easement or the Easement Termination Agreement shall terminate and be of no further force or effect.

7. Miscellaneous.

- (a) <u>Binding Effect/Assigns</u>. This Agreement shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, personal representatives, successors and assigns.
- (b) <u>Severability</u>. In the event any term or provision of this Agreement shall be held illegal, invalid, unenforceable or inoperative as a matter of law, the remaining terms and provisions of this Agreement shall not be affected thereby, but each such term or provision shall be valid and shall remain in full force and effect.
- (c) <u>Survival</u>. The representations, warranties, covenants, agreements, and indemnities set forth in this Agreement shall survive the actual transfer of the Property.
- (d) <u>Governing Law</u>. This Agreement shall be governed by the internal laws of the State of Wisconsin, without regard to conflicts of laws principles.
- (e) <u>Counterparts</u>. This Agreement may be executed in any number of counterparts and/or facsimile counterparts, all of which taken together shall constitute one Agreement, and any party hereto may execute this Agreement by signing any such counterpart.

IN WITNESS WHEREOF, the parties hereto have executed this Town Road Dedication Agreement as of the date first written above.

[SIGNATURES AND ACKNOWLEDGMENTS ON FOLLOWING PAGES]

30295480.3

GIBRALTAR FORWARD, INC.

	By:
	Its:
STATE OF WISCONSIN	}
	}ss
DOOR COUNTY	}
Personally came before me	this day of March, 2024, the above – named Marise A.
Redmann, to me known to b	be the of GIBRALTAR FORWARD, INC.
and the person who execute	d the foregoing instrument on behalf of said company.
	Notary Public, State of Wisconsin
	My Commission:

30295480.3 4

HALF MILE BRIDGE LLC

	Ву:
	Its:
STATE OF WISCONSIN	}
	}ss
DOOR COUNTY	}
	his day of March, 2024, the above – named Marise A.
Redmann, to me known to b	e the of HALF MILE BRIDGE, LLC and
the person who executed the	foregoing instrument on behalf of said company.
	Notary Public, State of Wisconsin
	My Commission:

TOWN OF GIBRALTAR, WISCONSIN

	By:	
	Its:	
	By: Its:	
STATE OF WISCONSIN }		
DOOR COUNTY }		
	day of February, 2024, the above	
and	, to me known to be the	and
, respectiv	ely, of the TOWN OF GIBRALTAF	R, WISCONSIN and the
	ing instrument on behalf of said Town.	
persons who executed the forego	ing morrant on contain of suite 10 win	
	Notary Public, State	e of Wisconsin
	My Commission:	

EXHIBIT A

Dedication Parcel

A parcel of land to be used for layout, construction, and maintenance of a Town Road located in the SW 1/4 of the SE 1/4 and the SE 1/4 of the SE 1/4 of Section 32, Township 31 North, Range 27 East, Town of Gibraltar, Door County, Wisconsin. Bounded and described as follows:

Commencing at the South 1/4 Corner of said Section 32-31-27; thence N. 00°01'46" W., 1198.99 feet along the west line of the SE 1/4 of said Section 32-31-27; thence N. 89°53'19" E., 40.80 feet to the easterly right of way line of S.T.H. 42 and the point of beginning of said Road Dedication; thence N. 00°18'39" W., 33.00 feet along said right of way line; thence N. 89°53'19" E., 753.54 feet; thence N. 65°32'15" E., 167.29 feet to the north line of the SE 1/4 of said Section 32-31-27; thence N. 89°53'19" E., 299.80 feet along said north line; thence S. 61°06'04" E., 252.72 feet; thence Southeasterly, 276.73 feet along the arc of a 60.00 foot radius curve to the right whose chord bears S. 13°13'54" E., 88.99 feet (incl. < = 95°44'21"); thence N. 61°06'04" W., 295.34 feet; thence S. 89°53'19" W., 268.49 feet; S. 65°32'15" W., 167.29 feet; thence S. 89°53'19" W., 767.55 feet to the aforementioned easterly right of way line of S.T.H. 42; thence N. 00°18'39" W., 33.00 feet along said right of way line to the point of beginning.

Said parcel contains 108,170 square feet.

EXHIBIT B

Deed

EXHBIT C

Town Road Plans

EXHIBIT D

Park Parcel

A parcel of land located in the NE 1/4 of the NE 1/4 and the NW 1/4 of the NE 1/4 of Section 5, Township 30 North, Range 27 East, the SE 1/4 of the NE 1/4, the NE 1/4 of the SE 1/4, the SW 1/4 of the SE 1/4, and the SE 1/4 of the SE 1/4 of Section 32, and the SW 1/4 of the NW 1/4, the NW 1/4 of the SW 1/4, and the SW 1/4 of the SW 1/4 of Section 33, of Township 31 North, Range 27 East, all in the Town of Gibraltar, Door County, Wisconsin. Bounded and described as follows:

Commencing at the SW corner of said Section 33-31-27, said corner being the point of beginning of lands to be described; thence S. 89°46'20" E., 1326.31 feet along the south line of the SW 1/4 of the SW 1/4 of said Section 33-31-27 to the SE corner of the SW 1/4 of the SW 1/4 of said Section 33-31-27, said corner being on the centerline of Spring Road; thence N. 00°14'07" E., 32.30 feet along the east line of the SW 1/4 of the SW 1/4 of said Section 33-31-27, said line also being the aforementioned centerline of Spring Road; thence S. 89°37'30" W., 351.13 feet; thence N. 00°15'25" E., 449.27 feet; thence S. 89°37'30" W., 50.00 feet; thence N. 00°15'25" E., 199.67 feet; thence N. 89°37'30" E., 50.00 feet; thence N. 00°15'25" E., 299.51 feet; thence S. 89°37'40" W., 238.79 feet; thence S. 39°09'03" E., 139.62 feet; thence S. 59°00'34" W., 222.90 feet; thence N. 56°58'40" W., 111.59 feet; thence N. 30°11'19" W., 134.90 feet; thence N. 05°27'02" W., 162.32 feet; thence N. 13°22'36" E., 185.59 feet; thence N. 31°49'30" E., 304.39 feet; thence N. 02°36'40" W., 421.13 feet; thence N. 34°49'21" W., 213.69 feet; thence N. 55°10'39" E., 128.87 feet; thence N. 21°43'50" W., 371.60 feet; thence N. 59°01'30" W., 98.72 feet; thence N. 00°42'10" E., 151.94 feet; thence N. 59°41'10" W., 248.88 feet; thence S. 42°28'47" W., 199.43 feet: thence S. 89°29'06" W., 178.79 feet: thence N. 53°38'32" W., 166.16 feet; thence N. 36°48'42" W., 171.56 feet; thence N. 76°31'58" W., 67.74 feet; thence N. 33°16'22" W., 52.02 feet; thence N. 16°33'22" W., 118.60 feet; thence N. 34°30'03" W., 308.48 feet; thence N. 02°10'16" E., 137.24 feet; thence S. 86°19'05" W., 98.42 feet to a point on a meander line, said point being N. 86°19'05" E., 25 feet +/- from the approximate ordinary highwater mark of Fish Creek; thence along said meander line as follows: S. 31°12'11" E., 290.83 feet; thence S. 22°15'25" E., 367.64 feet; thence S. 00°33'28" E., 297.26 feet to the south line of the SE 1/4 of the NE 1/4 of said Section 32-31-27; thence leaving said meander line, S. 89°33'36" W., 25.00 feet along said south line to a point on the approximate ordinary highwater mark of Fish Creek, said point being Southerly, 1193 feet +/- from the aforementioned point on said approximate ordinary highwater mark; thence continue S. 89°33'36" W., 302.45 feet along said south line; thence S. 03°17'22" E., 325.40 feet; thence N. 89°33'36" E., 295.51 feet; thence S. 07°54'38" E., 1521.75 feet; thence S. 89°41'21" W., 1519.40 feet; S. 00°18'36" E., 1437.89 feet to the SE corner of Lot 1 of C.S.M. Number 3248, recorded at Volume 20, Page 49 of Certified Survey Maps as Document Number 818804; thence S. 89°45'56" E., 1793.92 feet to the east line of the NE 1/4 of the NE 1/4 of said Section 5-30-27; thence N. 01°40'09" W., 656.76 feet along said east line to the point of beginning.

Said parcel contains 124.99 acres +/- including those portions lying between the aforementioned meander line and the approximate ordinary high water mark of Fish Creek, and is subject to the rights of the public over those portions previously dedicated for the right of way of Spring Road.

Town of Gibraltar

Mailbox regulations

Ordinance 2024-01

Ordinance 2024-01 shall repeal and replace any ordinance(s) in whole or part, or any other Ordinances contradicting this Ordinance.

The Town Board of Gibraltar, in the County of Door, State of Wisconsin does hereby ordain as follows:

Purpose:

The purpose of this ordinance is to provide guidance and compliance for mailbox installation, regarding public safety and accessibility in the Town of Gibraltar right-of-way.

Authority:

The Board of Supervisors of the Town of Gibraltar is granted authority for adopting this ordinance under its general 60.10(2)(c) and 60.22(3), Wisconsin Statutes. The Town Board adopts this Ordinance under its general Village Powers authority and 66.1014 of the Wisconsin Statutes 2917, Act 59.

Mailbox Regulations:

No mailbox or newspaper delivery box will be allowed to exist on the Town of Gibraltar right-of-way if it interferes with the traveling public or the function, maintenance, or operation of the highway system.

The location and construction of mailboxes shall conform to the rules and regulations of the U.S. Postal Service as well as to standards established by the Town of Gibraltar.

A mailbox installation that conforms to the following criteria will be considered acceptable unless in the judgement of the Maintenance Supervisor, the installation interferes with the safety of the traveling public or the function, operation, or maintenance of the Town of Gibraltar highway system.

Mailbox Location Requirements:

Mailboxes shall be located on the right side of the direction of the delivery routes unless exact placement is determined differently by the U.S. Postal Service. The bottom of the box shall be set at 45" from ground level. The roadside face of the box shall be offset from the edge of the travelled way as follows: 8-12 inches from the edge of a curb or 12-15 inches from the edge of asphalt or pavement road.

Where a mailbox is located at an intersecting road it shall be located. A minimum of 100 feet beyond the center of the intersecting road in the direction of the delivery route this distance shall be increased to 200 feet if the road is deemed a State or County highway.

These guidelines are following the U.S. Postal service recommended guidelines.

Structure:

Mailboxes shall be of light sheet metal or plastic construction conforming to the requirements of the U.S. Postal Service. Newspaper delivery boxes shall be of light sheet metal or plastic construction of minimum dimensions suitable for holding a newspaper. Newspaper boxes may be under or next to the mailbox.

Mailbox supports shall not be set in concrete and shall be installed on a single 4 inch by 4 inch or 4.5-inch diameter wooded post or a metal post with a strength no greater than a 2-inch diameter standard strength steel pipe and embedded no more than 24 inches into the ground.

Alternative posts will need to be approved by The Town of Gibraltar Maintenance Supervisor.

Removal of non-conforming and unsafe mailboxes:

Any mailbox that has been found to violate the intent of this regulation shall be removed by the landowner upon written notice by the Town of Gibraltar, based on assessment of hazard to the public. The landowner will be granted not less than 24 hours nor more than (30) thirty days to remove an unacceptable mailbox. After the specified removal period has expired the unacceptable mailbox will be removed by the Town of Gibraltar maintenance Department and the landowner shall be billed \$150.00 - \$500.00 for the service.

The fees in this ordinance are set forth in the Town of Gibraltar Fee schedule.

Collection of fees:

The Town of Gibraltar has the specific authority, powers, and duties pursuant to chapter 60, Wis Stats., pursuant to the specific statutory sections noted in this ordinance and or by adoption of Village Powers under section 60.10 to regulate and control certain uses, activities, and operations in the Town of Gibraltar.

The Town of Gibraltar has been granted Village Powers pursuant to chapter 60.10 Wis Stats. and will use this authorization in any method to make the town whole.

Severability:

If any of this ordinance is declared invalid or unconstitutional by a court of competent jurisdiction, such a decision shall not affect the validity of any other provisions of this ordinance.

Dated this 7th day of February 2024.	
Steve Sohns, Chairman	
Jayson Merkel, Supervisor	John Selenica, Supervisor
Tom Birmingham, Supervisor	Vinni Chomeau, Supervisor
Attest:	
Cyndi Gutschow, Town Clerk	

Town of Gibraltar, State of Wisconsin, Door County

An Ordinance Relating to the Confidentiality of Information About Income and Expenses Requested by the Assessor in Property Assessment Matters in the Town of Gibraltar

Ordinance 2024-02

Ordinance 2024-02 shall repeal and replace any previous ordinance(s) in whole or part, or any other ordinances contradicting this new ordinance.

WHEREAS, as part of the Budget Adjustment Act, 1997 Wisconsin Act 237, a number of significant changes regarding property tax assessment appeals and Board of Review procedures were enacted; and

WHEREAS, at Section 279(K) of 1997 Wisconsin Act 237, § 70.47(7) (af) of the Wisconsin Statutes was created; and

WHEREAS, Wis. Stat § 70.47(7) (af) requires that the municipality provide by ordinance for the confidentiality of information about income and expenses that is provided to the Assessor under Wis. Stat. § 70.47(7) (af), and shall provide exceptions for persons using the information in the discharge of duties imposed by law or of the duties of their office or by order of the court,

NOW, THEREFORE, the Town Board of the Town of Gibraltar, Door County, Wisconsin ORDAINS AS FOLLOWS:

SECTION 1: Whenever the Assessor, in the performance of the Assessor's duties, requests or obtains income and expense information, the information that is provided to the Assessor shall be held by the Assessor on a confidential basis, except, however, that the information may be revealed to and used by persons: in the discharge of duties imposed by office (including, but not limited to, use by the Assessor in performance of official duties of the Assessor's office and use by the Board of Review in performance of its official duties); or pursuant to a court order. Income and expense information provided to the Assessor under Wis. Stat. § 70.47 (7) (af), unless a court determines that it is inaccurate, is, per Wis. Stat. § 70.47(7) (af), not subject to the right of inspection and copying under Wis. Stat. § 19.35(1).

SECTION 2: SEVERABILITY—The several section so this ordinance are declared to be severable. If any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful, or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision and shall not affect the validity of any other provisions, sections, or portions thereof of the ordinance. The remainder of the ordinance shall remain in full force and effect. Any other ordinances whose terms conflict with the provisions of this ordinance are hereby repealed as to those terms that conflict.

SECTION 3: EFFECTIVE DATE – The ordinance shall take effect immediately upon passage and posting or publication as provided by law.

Dated this 6day of March, 2024.	
Attested by Town Clerk, Cyndi Gutschow	Town Chairperson, Steve Sohns

To: Town Board

From: Staff

Request:

Request Door County modify the speed zone on County Highway A to match speeds in the same zone.

Background:

County Highway A at the intersection of State Highway 42 is posted at 35 MPH however the northbound lane currently is still 55 MPH until closer to the intersection. See Map

Analysis:

Residents of this area have expressed concern about having the 35 MPH speed start and stop at different locations. Residents have asked the Town to request the county to make both sides of the road start and stop at the same location south of parcel 9538 County Highway A.

Staff have looked at the area and have noticed several areas of concern.

- The roadway is not flat limiting the drivers vision approaching and exiting the intersection of State highway 42.
- Several residents have children that use the bus system. Busses do not have a road area to access to load and unload children therefore unload them stopped in the lane of traffic.
- Traffic exiting will notice vehicles entering the intersection at an increased rate of speed.
- More driveways and houses add additional reasoning for the request.

This is a County Road the Town of Gibraltar may only request the County review this request.

Recommendation:

Chief Roesch doesn't have any concerns with the request. Staff recommend approval of the request and notify Door County to review the speed zone request.

Fiscal Impact:

There is no fiscal impact to this request.

Dear Chairman Sohns and Town Board Supervisors,

My current term as chair of the Fish Creek Harbor Commission is up for renewal. If you are in agreement, I would like to continue as chair of the harbor commission for another term.

Thank you for your consideration and continued support.

Dave Harris

Chair, Fish Creek Harbor Commission

Adrian Murre 3067 Sugar Bush Rd Fish Creek, WI 54212 March 1, 2024

Cyndi Gutschow Clerk Town of Gibraltar PO Box 850 Fish Creek, WI 54212

Dear Cyndi Gutschow:

I would like to officially express my interest in becoming one of the Harbor Commissioners for the upcoming 3-year term.

I have been a user of Fish Creek Harbor since I was young, starting in 1982 when my family began mooring our sailboat there. More recently, I have earned my 100-ton USCG Master's License and have used it to operate the Quo Vadis from one of the Town's docks for the last 7 years. I am a member of the Town Fire Department and have been a skipper for the Department's various boats since joining in 2012. Last year I kept my sailboat on a mooring and this year I was fortunate enough to have my name come up, and I will be keeping it in a slip on the main Town Dock.

I have a genuine and vested interest in the functioning of the entire Harbor both now and in its viability into the future. I am familiar with the landscape of the Harbor, both geographically and politically. I feel that I could be an asset to the Commission and the Town.

Sincerely,

Adrian Murre

Hi Travis,
As requested, a notice that I'm interested in continuing to be a member of the Harbor Commission.
Thank you.
Bob Grawien

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1100	w	mavi	J

I would like to continue on the Harbor Commission.

Thanks Rick Hecker

To: Town Board

From: Staff

Request:

Introduction of Resolution to vacate a portion of Bluff Lane.

Background:

The Town is currently reconstructing the roads of Hill Street and Bluff Lane. Bluff Lane has a section of road where in the past two different right-of-way crossed over. Part of the Town right-of-way is in front of the Thorp House and the other is the Gray property.

Mr. Gray currently crosses the Town right-of way from his property back onto his property and then back onto the Town right-of-way.

Analysis:

This introduction of resolution begins the process of vacating the unnecessary section of the right-of-way to the Thorp House and the Grays.

The Town will need to have public hearings and identify to the public the intent and reason for the vacation.

Recommendation:

The Town Staff and Town Attorney recommend approval of this request.

Fiscal Impact:

The town will have minor costs for publications and meetings integrated with the costs for the street reconstruction.

RESOLUTION NO. 2024-02

RESOLUTION REGARDING THE VACATION OF A PORTION OF BLUFF LANE IN THE TOWN OF GIBRALTAR, DOOR COUNTY, WISCONSIN

BY THE TOWN BOARD OF THE TOWN OF GIBRALTAR:

WHEREAS, the Town of Gibraltar has determined pursuant to Section 66.1003 Wis. Stats. that the public interest requires that a portion of Bluff Lane, Town of Gibraltar, be abandoned, vacated and discontinued as public lands and the same is set forth and shown on the map attached hereto and incorporated by reference herein for that portion of the proposed discontinued street. A scale map and legal description of the area to be vacated is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that a portion of Bluff Lane be abandoned, vacated and discontinued by the Town of Gibraltar as a public lands and that a hearing be held on the abandonment, vacation and discontinuance of the same on the 1st day of May, 2024 at 7:00 p.m. at the Gibraltar Town Center, 4097 Highway 42, Fish Creek, Wisconsin.

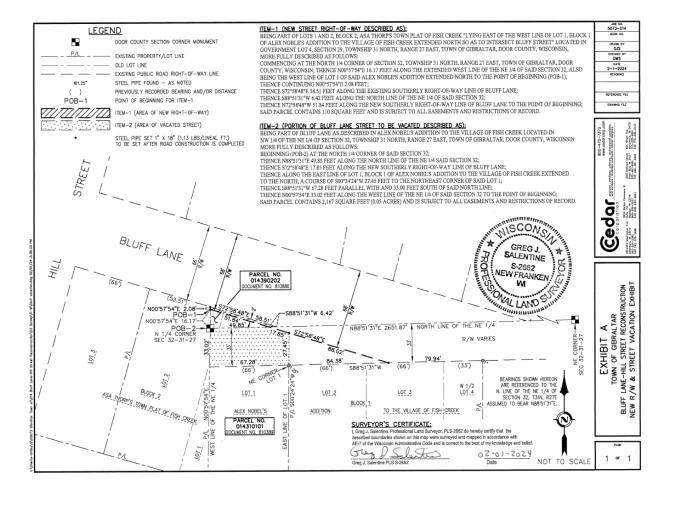
BE IT FURTHER RESOLVED that a notice of such hearing be served on the owners of the frontage of the lots and lands abutting on the portions of the lands sought to be abandoned, vacated and discontinued at least thirty (30) days before such hearing, and that notice of such hearing be published in the official newspaper of the Town of Gibraltar once a week for three (3) successive weeks before the date of hearing.

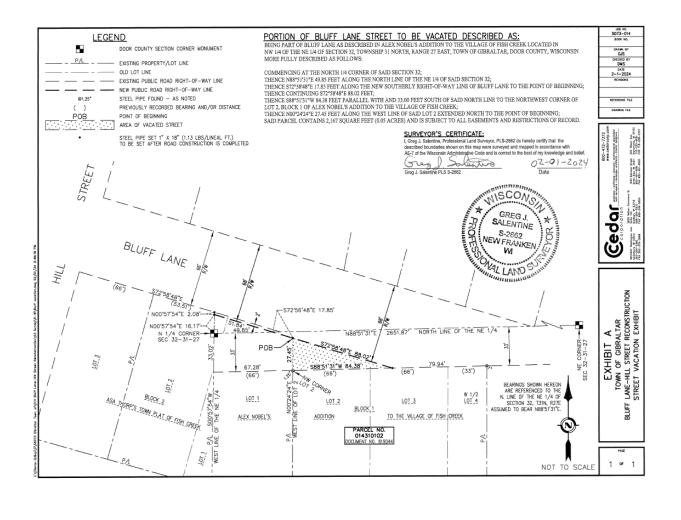
BE IT FURTHER RESOLVED that the Town Attorney, upon adoption of this resolution, cause a Lis Pendens to be prepared and filed with the Register of Deeds, Door County, Wisconsin, pursuant to Section 840.11 Wisconsin Statutes.

Approved this 6th day of March, 2024. APPROVED: Steve Sohns, Town Chairman ATTEST:

Cyndi Gutschow, Town Clerk

#4907183





PROPOSED BY THE ASSESSOR BOARD OF REVIEW DATES FOR 2024:

Open Book: Thursday May 16th from 1-3

Board of Review: Wednesday May 19th from 5-7 or Wednesday June 5th from 5-7

To: Town Board

From: Staff Harbor Commission

Request:

Set the parking guidelines for the 2024 season for the retreat lot parking area.

Background:

The Town purchased the Catholic Diocese retreat lot in 2015 and the Kinsey parcel in 2021, with the purchase of the Kinsey parcel the Town Docks assumed the boat slips of 28 additional users and those slips have parking pass authority. The parking was used in the retreat lot.

The Town in 2022 made the entire lot permit only, this decision caused concern over access to the greenspace the town now owns, and the use only dedicated for permit holders.

In 2023 the Town Board ruled the season would split the lot in two sections allowing ½ for permit and ½ for public use. Town Staff separated the lot with rope and concrete slabs.

Analysis:

In 2022 there were many conflicts with the permit only use of the property. In 2023 there were no incidents with the shared use of the property. The Harbor Commission recommends to the board they keep the same ruling enacted for the 2023 season for 2024 season.

Granting year to year rules allows the Town Board and the Harbor commission to continue to design and implement improvements without being locked into long term agreements.

Recommendation:

Harbor Commission and Town Staff recommend allowing ½ permit parking and ½ public parking for the 2024 season in the lot identified as the retreat parking lot.

Fiscal Impact:

There is no fiscal impact for this request.

Amount

General Checking ALL Checks

Posted From: 2/08/2024 From Account:

3/01/2024 Thru: Thru Account: Check Date Check Nbr Payee

		-	
do	d 2/09/2024	EFTPS	7,579.02
	Manual Check		
do	1 2/09/2024	Dept. of Employee Trust Funds	7,199.70
	Manual Check		
do	1 2/19/2024	Wisconsin Public Service	3,717.34
	Manual Check	Electric	
do	1 2/19/2024	Dept. of Employee Trust Funds	18,652.96
	Manual Check		
do	1 2/19/2024	Wisconsin Department of Revenue	1,165.39
	Manual Check	Withholding	
do	1 2/19/2024	Wisconsin Department of Revenue	10,787.28
	Manual Check	Sales Tax	,
do	1 2/23/2024	Wisconsin Deferred Comp	342.60
	Manual Check		
do	1 2/23/2024	EFTPS	4,810.33
	Manual Check		
do	1 2/26/2024	Delta Dental of Wisconsin	132.40
	Manual Check	Supplemental Billing	
do	1 2/24/2024	Nicolet Bank	23,322.85
	Manual Check		
45709	2/09/2024	Kudick, Wayne	92.35
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
45710	2/09/2024	Soun, Joaquin	142.35
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
45746	2/13/2024	Door County Treasurer	1,683,353.50
43740	2/13/2024	February Settlement	1,003,333.30
45545	0 /1 0 /000 1		480.55
45747	2/13/2024	Fish Creek Sanitary District #1	470.55
		FEB SETTLEMENT, DELINQUENT UTILITY	
45748	2/13/2024	Gibraltar Area Schools	1,763,989.75
		February Settlement	
45749	2/13/2024	NWTC	387,219.69
		February Settlement	
45750	2/13/2024	Securian Financial Group, Inc	284.65
		March 2024	
45751	2/23/2024	Buske, Laurie	48.00
	Manual Check	Pay period 02/04/2024 to 02/17/2024	
45752	2/23/2024	Merkel, Barbara	48.00
45/52	Manual Check	Pay period 02/04/2024 to 02/17/2024	40.00
			•
45753		Richard, Mark	92.35
	Manual Check	Pay period 02/04/2024 to 02/17/2024	

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Page: ACCT 2

General Checking ALL Checks

Posted From: 2/08/2024 From Account:
Thru: 3/01/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2219	2/09/2024 Manual Check	Anderson, Jerrad Pay period 01/01/2024 to 01/31/2024	522.45
V2219	2/09/2024 Manual Check	Anderson, Jerrad M Pay period 01/01/2024 to 01/31/2024	-522.45
V2220	2/09/2024 Manual Check	Bertges, Andrew Pay period 01/21/2024 to 02/03/2024	1,922.93
V2220	2/09/2024 Manual Check	Bertges, Andrew Pay period 01/21/2024 to 02/03/2024	-1,922.93
V2221	2/09/2024 Manual Check	Birmingham, Thomas Pay period 01/01/2024 to 01/31/2024	490.34
V2221	2/09/2024 Manual Check	Birmingham, Thomas M. Pay period 01/01/2024 to 01/31/2024	-490.34
V2222	2/09/2024 Manual Check	Blackwood, Thomas Pay period 01/01/2024 to 01/31/2024	92.35
V2222	2/09/2024 Manual Check	Blackwood, Thomas Pay period 01/01/2024 to 01/31/2024	-92.35
V2223	2/09/2024 Manual Check	Cain-Bieri, Theresa Pay period 01/21/2024 to 02/03/2024	1,752.96
V2223	2/09/2024 Manual Check	Cain-Bieri, Theresa A Pay period 01/21/2024 to 02/03/2024	-1,752.96
V2224	2/09/2024 Manual Check	Chomeau, Vinni Pay period 01/01/2024 to 01/31/2024	490.34
V2224	2/09/2024 Manual Check	Chomeau, Vinni Pay period 01/01/2024 to 01/31/2024	-490.34
V2225	2/09/2024 Manual Check	Crowell, Andrew Pay period 01/21/2024 to 02/03/2024	429.11
V2225	2/09/2024 Manual Check	Crowell, Andrew D Pay period 01/21/2024 to 02/03/2024	-429.11
V2226	2/09/2024 Manual Check	Fairchild, John Pay period 01/21/2024 to 02/03/2024	1,354.54
V2226	2/09/2024 Manual Check	Fairchild, John Pay period 01/21/2024 to 02/03/2024	-1,354.54
V2227	2/09/2024 Manual Check	Gutschow, Cynthia Pay period 01/21/2024 to 02/03/2024	1,569.69
V2227	2/09/2024 Manual Check	Gutschow, Cynthia Pay period 01/21/2024 to 02/03/2024	-1,569.69
V2228	2/09/2024 Manual Check	Heck, Jeffrey Pay period 01/01/2024 to 01/31/2024	1,932.07

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General Checking ALL Checks

Posted From: 2/08/2024 From Account:
Thru: 3/01/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2228	2/09/2024 Manual Check	Heck, Jeffrey Pay period 01/01/2024 to 01/31/2024	-1,932.07
V2229	2/09/2024 Manual Check	Jarosz, Jeffrey Pay period 01/01/2024 to 01/31/2024	1,592.50
V2229	2/09/2024 Manual Check	Jarosz, Jeffrey Pay period 01/01/2024 to 01/31/2024	-1,592.50
V2230	2/09/2024 Manual Check	Lancaster, Sara Pay period 01/01/2024 to 01/31/2024	92.35
V2230	2/09/2024 Manual Check	Lancaster, Sara Rae Pay period 01/01/2024 to 01/31/2024	-92.35
V2231	2/09/2024 Manual Check	Lengh, Robert Pay period 01/01/2024 to 01/31/2024	335.82
V2231	2/09/2024 Manual Check	Lengh, Robert Pay period 01/01/2024 to 01/31/2024	-335.82
V2232	2/09/2024 Manual Check	Linczmaier, Kurt Pay period 01/21/2024 to 02/03/2024	1,649.08
V2232	2/09/2024 Manual Check	Linczmaier, Kurt Pay period 01/21/2024 to 02/03/2024	-1,649.08
V2233	2/09/2024 Manual Check	Merkel, Jayson Pay period 01/01/2024 to 01/31/2024	1,270.57
V2233	2/09/2024 Manual Check	Merkel, Jayson Pay period 01/01/2024 to 01/31/2024	-1,270.57
V2234	2/09/2024 Manual Check	Merline, Linda Pay period 01/01/2024 to 01/31/2024	92.35
V2234	2/09/2024 Manual Check	Merline, Linda Pay period 01/01/2024 to 01/31/2024	-92.35
V2235	2/09/2024 Manual Check	Moore, Jack Pay period 01/01/2024 to 01/31/2024	131.26
V2235	2/09/2024 Manual Check	Moore, Jack E Pay period 01/01/2024 to 01/31/2024	-131.26
V2236	2/09/2024 Manual Check	Murre, Adrian Pay period 01/01/2024 to 01/31/2024	696.79
V2236	2/09/2024 Manual Check	Murre, Adrian Pay period 01/01/2024 to 01/31/2024	-696.79
V2237	2/09/2024 Manual Check	Neu, Beth Pay period 01/01/2024 to 01/31/2024	131.45
V2237	2/09/2024 Manual Check	Neu, Beth Pay period 01/01/2024 to 01/31/2024	-131.45

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General Checking ALL Checks

Posted From: 2/08/2024 From Account: 3/01/2024 Thru: Thru Account:

	IIII u .	5/01/2024 Inita Account.	
Check Nbr	Check Date	Payee	Amount
V2238	2/09/2024	Pillat, Paul	92.35
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2238	2/09/2024	Pillat, Paul	-92.35
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2239	2/09/2024	Reinert, Dustin	1,245.68
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2239	2/09/2024	Reinert, Dustin G	-1,245.68
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2240	2/09/2024	Reynolds, Stephan	67.54
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2240	2/09/2024	Reynolds, Stephan T	-67.54
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2241	2/09/2024	Roesch, Ryan	1,812.67
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2241	2/09/2024	Roesch, Ryan	-1,812.67
	Manual Check	Pay period 01/21/2024 to 02/03/2024	·
V2242	2/09/2024	Selenica, John	2,241.29
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2242	2/09/2024	Selenica, John	-2,241.29
	Manual Check	Pay period 01/01/2024 to 01/31/2024	·
V2243	2/09/2024	Sohns, Steven	870.47
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2243	2/09/2024	Sohns, Steven	-870.47
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2244	2/09/2024	Thyssen, Travis	2,657.18
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2244	2/09/2024	Thyssen, Travis J	-2,657.18
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2245	2/09/2024	Volpe, Robert	436.48
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2245	2/09/2024	Volpe, Robert	-436.48
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2246	2/09/2024	Weitman, Steven	160.20
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2246	2/09/2024	Weitman, Steven D.	-160.20
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2247	2/09/2024	Witalison, Travis	404.46
	Manual Check	Pay period 01/01/2024 to 01/31/2024	

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General Checking ALL Checks

Posted From: 2/08/2024 From Account:
Thru: 3/01/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2247	2/09/2024 Manual Check	Witalison, Travis Pay period 01/01/2024 to 01/31/2024	-404.46
V2248	2/09/2024 Manual Check	Anderson, Jerrad Pay period 01/01/2024 to 01/31/2024	527.39
V2249	2/09/2024 Manual Check	Bertges, Andrew Pay period 01/21/2024 to 02/03/2024	1,922.93
V2250	2/09/2024 Manual Check	Birmingham, Thomas Pay period 01/01/2024 to 01/31/2024	490.34
V2251	2/09/2024 Manual Check	Blackwood, Thomas Pay period 01/01/2024 to 01/31/2024	92.35
V2252	2/09/2024 Manual Check	Cain-Bieri, Theresa Pay period 01/21/2024 to 02/03/2024	1,752.96
V2253	2/09/2024 Manual Check	Chomeau, Vinni Pay period 01/01/2024 to 01/31/2024	490.34
V2254	2/09/2024 Manual Check	Crowell, Andrew Pay period 01/21/2024 to 02/03/2024	429.11
V2255	2/09/2024 Manual Check	Fairchild, John Pay period 01/21/2024 to 02/03/2024	1,354.54
V2256	2/09/2024 Manual Check	Gutschow, Cynthia Pay period 01/21/2024 to 02/03/2024	1,569.69
V2257	2/09/2024 Manual Check	Heck, Jeffrey Pay period 01/01/2024 to 01/31/2024	2,013.28
V2258	2/09/2024 Manual Check	Jarosz, Jeffrey Pay period 01/01/2024 to 01/31/2024	1,653.63
V2259	2/09/2024 Manual Check	Lancaster, Sara Pay period 01/01/2024 to 01/31/2024	92.35
V2260	2/09/2024 Manual Check	Lengh, Robert Pay period 01/01/2024 to 01/31/2024	347.37
V2261	2/09/2024 Manual Check	Linczmaier, Kurt Pay period 01/21/2024 to 02/03/2024	1,649.08
V2262	2/09/2024 Manual Check	Merkel, Jayson Pay period 01/01/2024 to 01/31/2024	1,301.14
V2263	2/09/2024 Manual Check	Merline, Linda Pay period 01/01/2024 to 01/31/2024	92.35
V2264	2/09/2024 Manual Check	Moore, Jack Pay period 01/01/2024 to 01/31/2024	136.81
V2265	2/09/2024 Manual Check	Murre, Adrian Pay period 01/01/2024 to 01/31/2024	705.45

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General Checking ALL Checks

Posted From: 2/08/2024 From Account: 3/01/2024 Thru: Thru Account:

	IIII u .	5/01/2024 IIII a Account.	
Check Nbr	Check Date	Payee	Amount
V2266	2/09/2024	Neu, Beth	138.83
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2267	2/09/2024	Pillat, Paul	92.35
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2268	2/09/2024	Reinert, Dustin	1,245.68
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2269	2/09/2024	Reynolds, Stephan	70.32
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2270	2/09/2024	Roesch, Ryan	1,812.67
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2271	2/09/2024	Selenica, John	2,305.01
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2272	2/09/2024	Sohns, Steven	870.47
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2273	2/09/2024	Thyssen, Travis	2,657.18
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2274	2/09/2024	Volpe, Robert	440.17
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2275	2/09/2024	Weitman, Steven	166.67
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2277	2/09/2024	Huberty, Colleen	1,272.69
	Manual Check	Pay period 01/21/2024 to 02/03/2024	
V2278	2/09/2024	Witalison, Travis	421.56
	Manual Check	Pay period 01/01/2024 to 01/31/2024	
V2279	2/23/2024	Bertges, Andrew	1,922.93
	Manual Check	Pay period 02/04/2024 to 02/17/2024	
V2280	2/23/2024	Cain-Bieri, Theresa	1,752.96
	Manual Check	Pay period 02/04/2024 to 02/17/2024	
V2281	2/23/2024	Crowell, Andrew	227.69
	Manual Check	Pay period 02/04/2024 to 02/17/2024	
V2282	2/23/2024	Fairchild, John	1,354.54
	Manual Check	Pay period 02/04/2024 to 02/17/2024	
V2283	2/23/2024	Gutschow, Cynthia	1,569.69
	Manual Check	Pay period 02/04/2024 to 02/17/2024	
V2284	2/23/2024	Huberty, Colleen	1,272.69
	Manual Check	Pay period 02/04/2024 to 02/17/2024	
V2285	2/23/2024	Lancaster, Sara	44.32
	Manual Check	Pay period 02/04/2024 to 02/17/2024	

3/01/2024	11:45 AM	Reprint Che	eck Register - Quick Report - ALL	Page: 7 ACCT
Gener	al Checking		ALL Checks	
Pos	ted From:	2/08/2024	From Account:	
	Thru:	3/01/2024	Thru Account:	
Check Nbr	Check Date	Payee		Amount
V2286	2/23/2024	Linczmaier, 1	Kurt	 1,621.55
	Manual Check	Pay period 0	2/04/2024 to 02/17/2024	
V2287	2/23/2024	Reinert, Dus	tin	1,245.68
	Manual Check	Pay period 0	2/04/2024 to 02/17/2024	
V2288	2/23/2024	Roesch, Ryan		1,812.67
	Manual Check	Pay period 0	2/04/2024 to 02/17/2024	
V2289	2/23/2024	Thyssen, Tra	vis	2,657.18
	Manual Check	Pay period 0	2/04/2024 to 02/17/2024	

Grand Total 3,957,047.67

ACCT ALL Checks General Checking 2/08/2024 Posted From: From Account: 3/01/2024 Thru: Thru Account: Amount Total Expenditure from Fund # 100 - GENERAL FUND 3,922,533.64 Total Expenditure from Fund # 300 - DEBT SERVICES 23,322.85 Total Expenditure from Fund # 501 - DOCK FUND 11,191.18

Reprint Check Register - Quick Report - ALL

Total Expenditure from all Funds

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3,957,047.67

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3/01/2024

11:45 AM

3/01/2024 11:43 AM In Progress Checks - Quick Report - ALL 1 Page: ACCT

ALL Checks by Payee

General Checking Dated From:

From Account: Thru: Thru Account:

	Thru:	Thru Account:	
Voucher Nbr	Check Date	Payee	Amount
	2/24/2024	Associated Appraisal Consultants, Inc.	1,308.37
	2/20/2024	Bay-Lake Regional Planning Commission bayshore trail feasbility, tap grant exp	965.57
	2/20/2024	CliftonLarsonAllen, LLP progress billing	9,570.54
	2/20/2024	Conway, Olejiniczak & Jerry, S.C. tuf, fiber agreement	2,606.50
	2/20/2024	Culligan Water Conditioning water system plugged and recycled	98.00
	2/20/2024	Cyndi Gutschow 206.4 miles, mileage reimbursement	138.28
	2/20/2024	Department of Natural Resources-ACCTS RECEIV license renewal, 9194CZ, 9193CZ	10.00
	2/20/2024	Door County Hardware 441450, torch	23.99
	2/20/2024	Door County IT maint, antiv, breach	2,345.89
	2/20/2024	Door County Tourism Zone annual tourism zone admin	47,419.92
	2/24/2024	Door County Treasurer winter operations	15,522.55
	2/20/2024	Fastenal Company bulk fasteners	27.43
	2/20/2024	Gall's Inc. key holder, insoles	132.96
	2/26/2024	Gasco propane ts	1,822.29
	3/01/2024	Going Garbage & Recycling, Inc Garbage	2,149.68
	2/20/2024	Impact Northeast WI monthly copier	50.00
	2/26/2024	Northwoods disinfect, blue sprice, mirror	449.48
	2/26/2024	Patriot Chevrolet Buick of Sturgeon Bay oil change	102.15
	2/20/2024	Pier & Waterfront Solutions LLC fall removal	1,326.49

3/01/2024 11:43 AM In Progress Checks - Quick Report - ALL Page: 2
ALL Checks by Payee ACCT

General Checking

Dated From: From Account:

Thru: Thru Account:

	IIILU:	Infu Account:		
Voucher Nbr	Check Date	Payee		Amount
	2/20/2024	Ryan Roesch reimburse, travel expense		37.00
	2/20/2024	Steve Sohns mileage to wta		58.00
	2/20/2024	Theresa Cain-Bieri admin mileage		237.04
	2/20/2024	Top Pack Defense 12561, red laser and belt		342.99
	2/20/2024	West Marine Pro fuses		162.11
	2/20/2024	Wisconsin Building Supply requip rental, roller linoleum		36.00
			Grand Total	86,943.23

3/01/2024 11:43 AM In Progress Checks - Quick Report - ALL 3 Page: ALL Checks by Payee ACCT General Checking Dated From: From Account: Thru: Thru Account: Amount Total Expenditure from Fund # 100 - GENERAL FUND 85,616.74 Total Expenditure from Fund # 501 - DOCK FUND 1,326.49

Total Expenditure from all Funds

86,943.23