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 WITH
CLOSED SESSION PER WISCONSIN STATUTE
STATUTES 19.85(1)(c)
WEDNESDAY, JULY 10, 2024
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 P.M.

<ol> <li>Call to order</li> <li>Pledge of Allegiance</li> <li>Roll call/quorum</li> <li>Approve the agenda</li> <li>Approve minutes of previous meeting(s)</li> <li>Committee reports (Reports are for informational purposes only)</li> </ol>	D/A D/A
7. Public Comment	
8. Consideration of Operator's Licenses 2024-25	D/A
9. Special Event Request: Another Century LLC: Door County Century September 8, 2024	D/A
10. Yellowbird Aviation Agreement	D/A
11. Consideration of Right of First Refusal for Hangar D-1	D/A
12. Consideration of Sale of Hangar D-1 to Tim Halbrook	D/A
13. Consideration of Lease Agreement for Hangar D-1 with Tim Halbrook	D/A
14. 3-way stop sign at Hill and Bluff	D/A
15. Islandview culvert and entrance update	D/A
16. Highland Road request for speed study	D/A
17. Consideration to Amend Ordinance 2022-11 Animals	D/A
18. Consideration to Amend 2024 Fee Schedule—Animals	D/A
19. Road review and maintenance and repairs	D/A
20. eBike proposal (discussion only)	D
21. Kinsey House disposition	D/A
22. Set date for special meeting of electors and elector request	D/A
23. Chamber's Island review set date	D/A
24. Capital funds for Redmann land acquisition	D/A
25. Payment of Accounts	D/A
26. Adjourn to closed session according to Wisconsin State Statutes 19.85(1)(c)	D/A
Considering employment, promotion, compensation, or performance evaluation data of an employee over which the governmental body has jurisdiction or exercises responsibility: T Maintenance Staff Compensation	
27. Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adoption	t resolution on
issues discussed in closed session	D/A
28. Approve action(s) taken in closed session	D/A
29. Adjourn	D/A
	-·

# **DEVIATION IN ORDER MAY OCCUR**

/s/ Steve Sohns, Chair

Posted July 3,2024	<ul> <li>X Fish Creek Post Office</li> <li>X Fish Creek BP</li> <li>X Town Center Display Case</li> <li>X Town Website</li> </ul>
Laura Reetz, Clerk	<u>A</u> 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.

# TOWN OF GIBRALTAR BOARD OF REVIEW WEDNESDAY, JUNE 5, 2024 GIBRALTAR TOWN CENTER 4097 HIGHWAY 42, FISH CREEK WI 54212 5:00 PM

# Approved:

**Call Board of Review to order:** The 2024 Board of Review for the Town of Gibraltar is hereby called to order at 5:00 p.m. by Chairman Steve Sohns.

**Roll Call:** Present by roll call: Chairman Steve Sohns, Supervisor Tom Birmingham, Supervisor John Selenica, Supervisor Jason Merkel. Absent: Supervisor Chomeau.

Also present are Travis Thyssen, Administrator, Laura Reetz, Clerk and Myles McKown, Associated Appraisal Project Manager

**Confirmation of appropriate Board of Review and Open Meetings notices:** The Notice of Adjournment and agenda have been publicly posted according to law.

**Select a Chairperson for Board of Review:** *Motion: (Birmingham/ Selenica)* A nomination for Sohns was received; no other nominations were brought forward. *Carried* 

**Verify that a member has met the mandatory training requirements:** The Clerk verified that Merkel and Selenica had completed the 2024 mandatory training requirement. The training affidavit was filed with the Department of Revenue.

Verify that the Town has an ordinance for the confidentiality of income and expense information provided to the assessor under state law (sec. 70.47(7)(af): The Clerk confirmed the confidentiality ordinance.

**Review of new laws:** McKown stated there were no new laws expect personal property tax was repealed.

Filing and summary of Annual Assessment Report by Assessor's Office: McKown advised that report is no longer required. McKown provided oral summary. Assessment Notices were sent April 26, 2024. Open Book was held May 16, 2024. There were a few appointments Estimated level of assessment is 92%.

**Receipt of the Assessment Roll by the Clerk from the Assessor:** The assessment roll was received by the Clerk from the Assessor.

Receive the Assessment roll and sworn statements from the Clerk: The assessment roll and sworn statements were received by the Board of Review from the Clerk.

Review the Assessment Roll and Perform Statutory Duties: Examine the roll, correct description or calculation errors, add omitted property, and eliminate double assessed property: The

Board of Review examined the roll and found no description or calculation errors, no omitted property was added and there were no double assessed properties.

Discussion/Action – Certify all corrections of error under state law (sec. 70.43, Wis. Stats.): There were no corrections from the prior year. McKown certified there were no errors.

Discussion/Action – Verify with the assessor that open book changes are included in the assessment roll: McKown certified the open book changes were included in the assessment roll.

Allow taxpayers to examine assessment data: There were none.

At 6:58 p.m. the Clerk turned off the recording equipment, but the Board of Review remained in open session.

During the first two hours, consideration of:

- a. Waivers of the required 48-hour notice of intent to file an objection when there is good cause: *There were none*.
- b. Requests for waiver of the BOR hearing allowing the property owner of an appeal directly to circuit court: *There were none*.
- c. Requests to testify by telephone or submit sworn written statement,
- d. Subpoena requests: There were none.
- e. Act on any other legally allowed/required Board of review matters: There were none.

**Review Notices of Intent to File Objection:** The Clerk stated that no written or oral objections had been filed.

Proceed to hear objections, if any and if property notice/waivers given unless scheduled for another date: There were none. At 6:58 p.m. the recording equipment was turned back on.

Consider/act on scheduling additional BOR dates: No additional dates were needed.

Adjourn: Motion: (Merkle/Birmingham) to adjourn the 2024 Board of Review Sine Die at 7:00 p.m. Carried

Respectfully Submitted,

Laura Reetz, Clerk

TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WEDNESDAY, JUNE 5, 2024
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 PM

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- Approved:
- 9 **Call to order:** Chair Sohns called the regular meeting to order at 7:00 p.m.
- 10 **Pledge of Allegiance:**
- 11 **Roll call/quorum:**
- 12 Board members present: Chair Sohns, Supervisor Merkel, Supervisor Birmingham, Supervisor
- 13 Selenica and Supervisor Chomeau. (Chomeau left at 9:00 p.m.)
- 14 Board member(s) absent: None
- Adopt agenda: Motion: (Birmingham, Chomeau) to approve the agenda as presented. <u>Carried.</u>
- 16 **Approve minutes of previous meeting(s):** *Motion:(Birmingham, Chomeau) to approve May 1,*
- 17 2024, minutes as written. <u>Carried.</u> Motion:(Selenica/Merkle) to approve May 10, 2024 special
- 18 meeting minutes as written. <u>Carried.</u>
- 19 **Committee Reports:**
- 20 Parks and Lands: Buske reported 4 deluxe benches were placed at Noble Square. She also
- 21 reported on May 29, 2024 FOG event with Gibraltar 5<sup>th</sup> graders. They planted Black Cherry trees,
- 22 removed garlic mustard and Dames Rocket and toured the Noble House.
- Fire Department/EMR: Chief Bertges provided a written report. Call Volume: 33 calls in May,
- up from 29 in May 2023. **Significant Events:** 4 small incidents at the Half Marathon and 2 calls
- 25 to Peninsula Park for bike accidents. Community Emergency Response Team is implemented and
- working on setting up training. 10 people signed up. **Projects:** New engine design for Pierce
- 27 Pumper is finalized. Delivery in December 2024. Working with MERT to set up drill in
- September. **Events:** Looking forward to July 4<sup>th</sup> events. Will coordinate with dock for fireworks.
- 29 **Police Department:** Chief Roesch reported Police Department received \$2,000 in funding from
- 30 Bureau of Justice Assistance for body cams. Speed trailer has been deployed. Stop sign
- 31 enforcement continues to be priority. New grant funding available for which he will be applying.
- 32 Attended Young Eagle Event.
- 33 VFC: Lancaster reported regular season hours started Thursday before Memorial Day. Now
- open daily from 10 a.m. to 4 p.m. Added additional signage at office to mitigate confusion as to
- office hours and location. First Fish Fri concert Friday before Memorial Day. Next date June 14,
- 36 2024. Concerts in the Park series start June 18 in Noble square.
- Noble House: Buske reported very busy getting previously donated items incorporated into new
- 38 "Reflections of Our Past" exhibit. Provided description of new exhibit.
- 39 **Airport:** Drajsek reported on status of purchased lot and clearing of trees. Clear trees in November
- 40 2024 and hangar construction to begin in April-May 2025. Reported on status of Master Plan.
- BOA hired engineering contractor. Could be a 2–3 year project. Do not anticipate any major
- 42 changes other than rebuild of runway. Looking at different options to bring grass runway up to
- thanges other than recent of rankway. Looking at different options to oring grass rankway up to
- standards. Getting funding from federal government for projects under Airport Improvement Plan
  Act which could trigger an audit. Need to show compliance with all federal regulations including
- 45 how hangars are used. Airport Commission has legal responsibility for compliance. Commission
- 13 now hangars are used. Amport Commission has regar responsionity for compitance. Commission
- holds lessees responsible through leases. Drajsek also reported on June 1, 2024 EAA Young
- Eagles event. There were 13 pilots, 74 kids and 2 sponsorship students at event. All kids received
- 48 a flight. Thanks to all involved, including Alexander's Restaurant, for providing lunch. Drajsek

- also reported Scholarship Committee approved scholarship to student enrolled in Aircraft and
- 2 Powerplant Mechanics program at Fox Valley Technical College this fall. Reported Youth
- 3 Program Fund Drive fundraiser kicked off June 1. \$9,000 of \$20,000 goal raised that day. Question
- 4 from Treasurer re continued budgeting for runway in Town budget and continued cost sharing.
- 5 Drajsek also reported on grant application status for eBikes at airport. Looking into options for
- 6 partnering with other municipalities.
- Watershed: Merline reported first water testing in May. No raised levels of nitrates or phosphorus.
- 8 Park has been flooded. Plank Bridge where they test is no longer safe. Next test the week of June
- 9 10. Will do macroinvertebrate study. Reported on 3<sup>rd</sup> and 5<sup>th</sup> grades field trip which included tour
- of Noble House and pulling of garlic mustard and Dames Rocket. Sucker watch concluded.
- Plan Commission: Merline reported Plan Commission had public meeting May 20, 2024 with a
- 12 few business owners present. They need to talk about proposed outdoor display of merchandise
- ordinance. Design standards conversation continuing.
- 14 **Harbor Commission:** Harris reported they opened May 15. Open split shifts. Will go to 7 am to
- 7 pm 7 days a week once it gets busier. Signs up about parking and fees. Working on QR payment
- 16 code. Reported on walkthrough of Kinsey property with administrator. Dumpster was moved.
- 17 Barging done, fire equipment out and road gravel out.
- 18 **Door County Tourism Zone/Room tax:** Weddig provided a written report on room tax revenue
- by municipality for 2019-2023. Reported the Commission met last month and reviewed 2023
- audits and went over income through March 2024. Annual Meeting June 20, 2024 with Zoom link
- 21 on Door County Tourism website. As to grant program with Destination Door County and the
- 22 Community Fund, Weddig reported still working under State Statutes and the whole idea of room
- tax is to put "heads in beds."
- 24 **Building Committee:** Did not meet. Nothing to report. Clerk will go along on inspection later in
- 25 the season.
- 26 Coastal Byways: Thyssen reported coloring books completed and starting design for next
- 27 marketing approach. Clerk to join council and provide future reports.
- 28 Engineer's Report: Dennis Steigenberger provided update on Bluff and Hill reconstruction
- 29 project. Project very near full completion. Paving and striping completed before Memorial Day
- weekend. Working on restoration, topsoil, seeding and mulching. Steigenberger reported on the
- 31 brick pavers at Thorp House and Noble House and ADA compliance. Steigenberger also reported
- 32 the project is coming in at budget and is on schedule. Conduit in for streetlights and Bertram
- buried fiber lines before the roads were paved. Steigenberger also reported the sanitary district
- 34 project Phase I 100% complete. Phase II which includes connection to Little Sweden has
- 35 commenced. Question from Chomeau regarding new development phasing.
- 36 **Clerk report:** Nothing to report.
- 37 Treasurer Report: Cain-Bieri provided treasurer report. Sanitary District has sent out hookup
- 38 charges for new hookups in Hidden Blossom and Settlement shops. Per TID agreement, those
- 39 payments come back to TID.
- 40 **County Board Representative Report:** Chomeau reported on County Board meeting. Land
- 41 Conservation Committee received grant from Great Lakes Restoration for Phragmites, wild
- 42 parsnip, teasel, and Japanese knotweed control. Updated on status of replacing address signs
- 43 throughout the County. Bids have been put out. Chomeau also reported on updates at Sturgeon
- Bay Library, museum archival storage in former Yonkers building and status of new site for
- 45 emergency communication tower in Fish Creek.
- 46 **Administrator:** Thyssen reported ditch trimming started this week. Working on Phase II of TID.
- Working on building inspection. Working on trails initiative with Egg Harbor and Sister Bay.
- 48 Applying for another TAP grant to help with design. Working with new program for issuing

- occupancy permits. Acknowledge Chief Berges and Chief Roesch on their 6 year and 5 year
- 2 anniversaries respectively.
- 3 **Chairman:** Sohns reported he went to Washington DC and met with some of our assembly people
- 4 and Tammy Baldwin and Ron Johnson's aide. Discussed issues towns are facing countrywide.
- 5 **Public Comment:** Birmingham reported he attended Wisconsin Town's Association Meeting and
- 6 commented many town boards represented there are frustrated with STRs. Sohns stated he will
- 7 continue to try to make this a legislative initiative this fall. Chomeau requested STR be put on
- 8 next month's agenda. Sara Lancaster requested consideration of reduction of speed limit on South
- 9 Highland Road be placed on agenda.
- 10 **Oath of Office for Town Clerk:** Laura Reetz sworn in by Chairman Sohns.
- Special Event Request GHA Quilt Show June 28 & 29 Noble House. Buske reported hoping
- 12 to bring back quilt show to support new exhibit. Just asking for signage. Motion:
- 13 (Selenica/Chomeau) to approve the GHA Special Event Request to take place at the Noble House.
- 14 *Carried*.
- 15 Approve 2024-25 Liquor Licenses and fees: Cain-Bieri requested fee structure be amended to
- be consistent with State statues. Cain-Bieri also advised of law changes to licensing for distributors
- 17 and Class C retailer licenses as well as changes to Wild Tomato application. Motion:
- 18 (Birmingham/Chomeau) to approve the 2024-25 Liquor Licenses Renewals and fees. Carried.
- 19 **Approve 2024-25 Operator's Licenses:** *Motion: (Birmingham/Chomeau) to approve the 2024-*
- 20 25 Operator's Licenses. <u>Carried.</u>
- 21 **Approve 2024-25 Cigarette Licenses:** *Motion: (Merkle/Birmingham) to approve the 2024-25*
- 22 Cigarette Licenses. Carried
- 23 **Broadband Committee Appointments at Large.** *Motion: (Birmingham/Chomeau) to appoint*
- 24 Amy Wilde and Karl Stubenvoll as At Large Members. Carried. Birmingham suggested we need a
- 25 Board member on Committee. Motion (Sohns/Chomeau) to add Birmingham to Broadband
- 26 Committee. Carried.
- 27 Consideration of Ordinance 2024-04 Waterfowl Feeding Ordinance: As part of the goose
- 28 population mitigation, USDA recommended an ordinance prohibiting the feeding of waterfowl to
- 29 discourage the attracting of waterfowl. Question from Chomeau on need for ordinance. Thyssen
- 30 stated without ordinance it is impossible to enforce prohibition of feeding. *Motion:*
- 31 (Merkle/Birmingham) to approve Ordinance 2024-04 Regarding Waterfowl Feeding. Sohns aye,
- 32 Merke aye, Birmingham aye, Selenica aye, Chomeau nay. Carried.
- Consideration to Amend 2024 Fee Schedule: Thyssen reported Class A Beer and Class B Beer
- 34 license fees adjusted to comply with statutory requirements, removed Class B Winery licenses fee
- as these licenses are now issued by State. Add \$50 forfeiture for Waterfowl Feeding ordinance.
- 36 Supervisor discussions regarding fee schedule for retailer's licenses. *Motion:* (Selenica/Merkle) to
- 37 amend 2024 fee schedule. Carried.
- Consideration of Purchasing a Road Rake for Chambers Island Tractor: Harris reported on
- 39 need for road rake for road grading use. Cost to purchase rake \$949.99. Funds from equipment
- 40 funds. Rake would remain on Island. Motion (Merkle/Chomeau) to approve purchase of road
- 41 rake for Chambers Island. Carried.
- 42 **Consideration of Amending Office Hours:** Thyssen reported town business on Fridays would
- 43 not change nor would the requirement to complete 40 hours of work each week. Modifying the
- 44 hours would allow town staff to have flexibility when maxing out on hours for the week. This will
- 45 allow better control of the comp hours accumulated by staff. Many communities have no public
- 46 hours on Fridays or end at 12:00 p.m. *Motion:(Chomeau/Selenica) to approve change of Friday*
- 47 office hours from 10:00 a.m. to 3:00 p.m. to 8:00 a.m. to 12:00 p.m. Carried

- 1 Mid-Town Waterfront Property Discussion and Set Workshop Date: The Board discussed
- 2 scheduling a joint workshop with Harbor Commission, Parks and Lands Committee and Plan
- 3 Commission. Input from Supervisions and Committee Chairs. Various dates were discussed.
- 4 Cain-Bieri will send a Doodle poll for a meeting date.
- 5 **Approval of TAP Grant Alternative Funds Application and Funding:** Thyssen reported on
- 6 availability of additional grant funds available for the connectivity trail design. Friends of Park
- will pay for one-half of grant application. *Motion (Birmingham/Merkle) to approve application* and funding in the amount of \$5,000 for TAP Grant. Carried.
- 9 **July Board Meeting Date:** Discussions regarding moving July 3, 2024 meeting to Wednesday,
- July 10, 2024 at 7:00 p.m. due to July 3, 2024 fireworks. (*Merkle/Selenica*) to change meeting date to July 10<sup>th</sup>. Carried.
- 12 **Payment of Accounts:** *Motion (Birmingham/Selenica) to approve payment of bills.* <u>Carried.</u>
  - Adjourn to closed session according to Wisconsin State Statutes 19.85(1)(e):

13 14 15

16 17 Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competition or bargaining reasons require a closed session: Consideration in negotiating the purchasing or financing of public property.

18 19 20

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- Motion to adjourn to closed session at 9:11 p.m. via roll call vote. (Birmingham, Sohns, Selenica, Merkle. Chomeau not present.) <u>Carried.</u>
- 22 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: Motion: (Selenica/Merkle) to reconvene open
- 24 session at 9:51 p.m. Chomeau not present. <u>Carried.</u>
- 25 Approve action taken in closed session. *None*.
- 26 **Adjourn**: Motion (Merkle/Selenica) to adjourn at 9:51 p.m. <u>Carried</u>

2728

- 29 Respectfully submitted,
- 30 Laura Reetz, Clerk

# TOWN OF GIBRALTAR SPECIAL MEETING Monday, June 17, 2024 GIBRALTAR TOWN CENTER 4097 HIGHWAY 42, FISH CREEK WI 54212

Approved:

**Call to order:** Chair Sohns called the special meeting to order at 7:50 a.m.

# Roll call/quorum:

Board members present: Chair Sohns, Supervisor Merkel, Supervisor Birmingham, Supervisor Selenica via zoom. Supervisor Chomeau absent. Also Present, Administrator Thyssen and Treasurer Cain-Bieri.

**Agenda/proper notice/adopt agenda:** Motion (Birmingham, Merkel) to approve the agenda as presented. Carried.

Consideration of amendment to premises description Wild Tomato Restaurant liquor licenses, expiring June 30, 2024 and June 30, 2025. Cain-Bieri provided information on need to amend premises description. Thyssen provided update on compliance issues. Sagorac provided update on compliance issues. Motion to approve (Merkle, Birmingham) Carried.

Consideration to approve Evergreen Miniature Golf June 28, 2024 and July 6, 2024 special event request: Thyssen provided recommendation. *Motion to approve (Merkle, Birmingham) Carried.* 

Adjourn: Motion: (Birmingham/Merkle) to adjourn at 7:56 a.m. Carried

Respectfully submitted,

Laura Reetz, Clerk

#### **TOWN OF GIBRALTAR**

# SPECIAL WORKSHOP MIDTOWN LAND AND WATERFRONT REBUILD SPECIAL TOWN BOARD MEETING ALSO INVITING MEMBERS OF HARBOR COMMISSION, PLAN COMMISSION, AND PARKS AND LANDS COMMITTEES MONDAY, JUNE 24, 2024 GIBRALTAR TOWN CENTER 4097 HIGHWAY 42, FISH CREEK WI 54212

**Call to order:** Chair Sohns called the special meeting to order at 5:33 p.m.

**Roll call/quorum:** Chair Sohns, Supervisor Chomeau, Supervisor Merkel, Supervisor Birmingham and Supervisor Selenica via zoom.

Also present: Travis Thyssen and members of Harbor Commission, Plan Commission and Parks and Lands Committee including Dave Harris, Paul Woerfel, Bob Grawien, Brian Merkle, Linda Merline, Tom Blackwood, Sara Lancaster via Zoom, Paul Pillat, Wayne Kudick, Laurie Buske, John Lancaster via zoom, Patty Dixon and Andrea Kinsey-Jauquet.

**Agenda/proper notice/adopt agenda:** (Birmingham/Merkle) to approve the agenda as posted. Carried.

# Workshop to Discuss Midtown Land and Waterfront Rebuild Design:

4148 Main Street (Kinsey House): Thyssen provided history of conceptual design process and a summary of considerations taken into account in reaching Ayres proposed conceptual design. Thyssen also provided overview of issues to be considered by Town regarding the Kinsey House including list of repairs needed. Merline shared Park & Lands Committee's and Plan Commission's February 26, 2024 joint recommendation as to the Kinsey House. Buske provided follow up comment. Thyssen confirmed there has been ample opportunity for public input with in excess of 25 previous meetings with Ayres, the Town Board, the Plan Commission, Parks and Lands Committee and the Harbor Commission respectively. Discussions and comments from Committee and Commission members and Supervisors. *Motion (Birmingham/Chomeau) The Main building at 4148 Main Street (the Kinsey House) will remain and the Board will consider to lease or sell after review of more information*. Discussions regarding clarification of motion. Discussions regarding elector approval requirements. *Motion carried as presented*.

Cottages: Thyssen provided update on the Carriage House inspection. Merline shared Park and Lands Committee's and Plan Commission's February 26, 2024 joint recommendation as to the Shorehaven, Holiday, and Coach House cottages. Clarification from Thyssen that at no time has the word "tear down" been used with respect to cottages. Harris shared Harbor Commission's recommendation. Discussions and comments from Committee and Commission members and Supervisors. Information from Dennis Steigenberger regarding watershed study. *Motion (Birmingham/Selenica) to adopt Park and Lands Committee's and Plan Commission's February 26, 2024 joint recommendation to have all three cottages repurposed/removed but not destroyed. Carried.* 

**Parking lot:** Thyssen provided history of the property acquisition and overview of issues to be considered regarding parking lot. Harris shared position of Harbor Commission. Merline shared

Park and Lands Committee's and Plan Commission's February 26, 2024 joint recommendation as to the parking lot. Information from Dennis Steigenberger regarding stormwater sewer system. Discussions and comments from Committee and Commission members and Supervisors. *Motion (Merkle/Birmingham) to adopt Park and Lands Committee's and Plan Commission's February 26, 2024 joint recommendation and incorporate parking ideas on Ayres' drawing. Sohns aye, Merke aye, Birmingham aye, Selenica aye, Chomeau nay. <u>Carried.</u>* 

**Boardwalk:** Thyssen provided overview of issues to be considered. Merline shared Park and Lands Committee's and Plan Commission's February 26, 2024 joint recommendation as to the Boardwalk. Discussions and comments from Committee and Commission members and Supervisors. *Motion (Birmingham/Merkle) to adopt Park and Lands Committee's and Plan Commission's February 26, 2024 joint recommendation as to the Boardwalk. <u>Carried.</u>* 

Motion (Chomeau/Birmingham) to work around and save as many matures trees as possible in the waterfront area. Sohns aye, Birmingham aye, Selenica aye, Chomeau aye. Merkle nay. <u>Carried.</u>

Motion (Merkle/Chomeau) to adjourn at 7:56 pm. Carried.

Respectfully submitted,

Laura Reetz, Clerk

# 2024-2025 Operator's License

- 01. Cameron Pinkham, Peninsula Gun Club (Renewal)
- 02. Cory Diltz, Peninsula Gun Club (Renewal)
- 03. Timothy Alberts, Peninsula Gun Club (Renewal)
- 04. Rachel Stollenwork, Peninsula Gun Club (Renewal)
- 05. Connie Pahl, White Gull (Renewal)
- 06. Brady Seland, White Gull Inn (Renewal
- 07. David Perkins, White Gull Inn (Renewal)
- 08. Scott Kositzke, White Gull Inn (Renewal)
- 09. Patrick McMurtry, White Gull Inn (Renewal)
- 10. Juan Gonzalez, Hill St (New)
- 11. Kristin Scheller, Julie's (New)
- 12. Hannah Paulus, Hill St (New)
- 13. Hunter Jonas, Wild Tomato (New)
- 14. Logan Thomas, Hill St (New)
- 15. Shane Krueger, Hill St (Renewal)
- 16. Brian Jenson, Barringers (Renewal)
- 17. Jared Steffen, Barringers (New)
- 18. Laura Anschutz, Peninsula Gun Club (Renewal)
- 19. Melanie H. Hass, Peninsula Gun Club (Renewal)
- 20. Travis Witalison, Peninsula Gun Club (Renewal)
- 21. Cody Hoffmann, Peninsula Gun Club (Renewal)
- 22. Marcella Krause, Kettle Black (New)
- 23. Paul J. Cook, Peninsula Players (Renewal)
- 24. Joshua L. Williams, Peninsula Players (Renewal
- 25. Logan Daniel Devroy, Hill Street (Renewal)
- 26. Regan L. Spangler, Pelletier's (Renewal)
- 27. Gabriel Lettie, Pelletier's (Renewal)
- 28. Sheila Boeck, Pelletier's (Renewal)
- 29. Steven Devroy, Welcker's Lounge (Renewal)
- 30. Kevin Korte, Hill Street (Renewal)
- 31. Rebecca Stockhaus, Peninsula Players (new)
- 32. Garrett Conard, Peninsula Players (renewal)
- 33. Michael Mitchell, Peninsula Players (renewal)

- 34. Carrie Viste, Lautenbach's (Renewal)
- 35. Renee Iding, Lautenbach's (Renewal)
- 36. Erin Lautenbach, Lautenbach's (Renewal)
- 37. Mark D. Romanowski-Kemp, Lautenbach's (New)
- 38. Kennedy Neuzil, Alpaca to Apparel (Renew)
- 39. Brian Vogeltanz, Alpaca to Apparel (Renew)
- 40. Rebecca Fairchild, Alpaca to Apparel (New)

To: Town Board

From: Staff

### Request:

Special event request from Another Century LLC d/b/a Door County Century for northern passage through township on September 8, 2024, between approximately 7:15 a.m. and 11:45 a.m.

#### Background:

The Town has approved this request in previous years.

# Analysis:

2,000 participants are expected. Riders will enter on the following routes: White Cliff Road, Juddville Road, Hwy 42, Peninsula Players Road, Gibraltar Bluff Road, Cottage Row, Main Street and turn into Peninsula State Park grounds. Riders will cross Hwy 42 staying on Juddville Road, head south briefly on County A and exit the township on Little Marsh Road. Not requesting use of town facilities. No plans for rest areas/stops within the town boundaries. Partnering with Wisconsin DOT, Wisconsin DNR, Door County Highway & Sheriff Departments and Gibraltar public safety personnel.

# **Recommendation:**

Staff has reviewed the special event request and would support this request.

# Fiscal Impact:

No fiscal impact for the Town. It is a fundraising event for local Gibraltar and Sturgeon Bay schools.

# clerk

From:

tthyssen

Sent:

Tuesday, June 4, 2024 1:32 PM

To:

treasurer; clerk

Subject:

FW: 2024 Door County Century

Attachments:

2024 DCC Special Event Request - Town of Gibraltar.pdf; MH - 2023 DCC Map-Cue

Sheet.pdf; 2024 Door County Century Ride Details.docx

# **Travis Thyssen**

Town of Gibraltar Administrator P.O. Box 850 Fish Creek, WI. 54212 (920)-868-1714

Open Meetings Disclaimer: The email above contains the thoughts, opinions, and commentary of the author alone. It is intended as a one-way transmission of a thought, idea, or information related to my role as a municipal official or issues within the municipality, but is not intended to serve as an invitation for reply, rebuttal, discussion, debate or responsive commentary. Please do not respond to this email, unless specifically requested to do so above, as it is the author's intention to utilize the informality and convenience of this electronic message while simultaneously avoiding any and all violations of the Wisconsin Open Meeting Law contained in Section 19.81 of the Wisconsin Statutes or elsewhere within Wisconsin law, as applicable to this municipality as described in 66 Op. Att'y Gen. 237 (1977). Specifically, there is no intention on the part of the author to engage in or foster any "governmental business" as defined in State ex.rel. Newspapers v. Showers, 398 N.W.2d 154 (Wis.1987). You are specifically requested to refrain from forwarding or "replying to all" with regard to its contents, so as to avoid the possible "walking quorom" proscriptions, including those considered in State ex.rel. Lynch v. Conta 239 N.W.2d 313 (Wis. 1976). It is the author's motive and intent to comply with the overriding policy of the open meeting law-to ensure public access to information about governmental affairs. Your cooperation in accomplishing this end is most appreciated.

From: John Mory <yetanothercentury@gmail.com>

Sent: Tuesday, June 4, 2024 1:13 PM
To: tthyssen < tthyssen@gibraltarwi.gov>
Subject: 2024 Door County Century

Hello Travis,

Because I'm unsure if the clerk's email address is being monitored on a regular basis, I'm forwarding the special event application for the Door County Century, coming up in Fall. If you have a new clerk contact, please let me know. I also cc'd Theresa, as there may be fees involved. I will again work with Ryan on specifics of timeline and public safety staffing.

Attached is the completed application, a brief letter detailing our event details, and a route map from 2023, which we plan to utilize again in September.

If you are able, please add me to the next available board agenda and I will attend to answer any questions from the group.

Thanks again,

John Mory Director & Host The 45th Door County Century Sunday September 8, 2024

	SPECIAL EVENT REQUEST
Organization Name:	Another Century LLC dba Door County Century
Address:	W4834 S Pearl Lake Rd.
	Redgranite, WI 54970
Phone:	920-606-3216
Requestor/Agent Name:	John Mory - Event Director
Phone:	920-606-3216
	TYPE OF REQUEST
Temp License (Beer) (Wine)	
Direct Sales:	
	Passage through the township on roadways, in a northbound direction
Temp. Structure Permit:	
remp. Structure i erimt.	
Event Name:	EVENT INFORMATION  Door County Century
	9-8-2014
Date(s) of Event:	7:15am - 11:45am
Time(s) of Event: Site Location:	Town roadways, County highways, State highways
Alternative Site:	None
Fundraiser?	YesX No
	Gibraltar Schools, Sturgeon Bay Schools
Phone:	
	EVENT DESCRIPTION
Please supply any additional i	information about your event that would be helpful to the Town of
Gibraltar in reviewing your re	equest:
A route map with route de	tails will be included with this application.
	TOWN RESOURCES
Ple	ase indicate if you need municipal services*
1 10	Circle all needed:
Fire D	The state of the s
	epartment Law Enforcement Public Works
*There may b	e a \$25 fee/department charged for municipal services,
	GIBRALTAR TOWN BOARD ACTION
Request heard at meeting or	1:
ACCEPTED:	Permit Number Issues by Clerk
NOT ACCEPTED:	Fee required
REASON:	

# 2024 Door County Century Ride

# Town of Gibraltar - Event & Roadway Details

On Sunday September 8, the 45th Door County Century ride once again requests passage through the township of Gibraltar for our cycling guests. The DCC event continues its history of being one of the largest single-day cycling events in the United States, drawing visitors to the Door County peninsula from nearly 40 states. The ride is in no way a bike race, as riders depart the start area in Sturgeon Bay at their leisure and at any time during a three-hour departure window.

The course routes through Gibraltar are reserved for only our 70 and 100 mile cycling participants. We expect 2,000 participants on these particular routes. Riders will enter the township on the following routes: White Cliff Rd., Juddville Rd., Hwy. 42, Peninsula Players Rd., Gibraltar Bluff Rd., Cottage Row, Main St., and eventually turn into the Peninsula State Park grounds.

Our 70 mile riders will cross Hwy. 42 staying on Juddville Rd., head south briefly on Hwy. A, and exit the township on Little Marsh Rd.

The event does not request use of town facilities, nor does it have plans for rest areas/stops within the town boundaries. Typically, riders would enter the township at 7:15am and depart by 11:45am.

As long-time organizers of this event we will again be working through event logistics with the Wisconsin D.O.T, Wisconsin D.N.R., the Door County Highway & Sheriff Departments, and Gibraltar public safety personnel.

We strongly believe that the routes through the township are highlights of the entire event for our riders and we appreciate the cooperation the consideration of the town board and larger Gibraltar community.

# 30 Mile Route

r x	7	,	-	70	20	-	-	20	20		20		70	REST	70	-	STR	20	START	TURN
DOOR COUNTY FAIRGROUNDS	North 15th Place	Alabama Street	Egg Harbor Road	Peterson Road	County Road HH	Whitefish Bay Road	Bluff Drive	Old County Hwy OR	Reynolds Road	Carlsville Road	Bluffledge Road	Monument Point Road	Bay Shore Drive (Cty Hwy B)	**MURPHY PARK REST STOP**	Bay Shore Drive (Cty Hwy B)	Gordon Road (Cty Hwy BB)	Peterson Road	14th Street	DOOR COUNTY FAIRGROUNDS	ROAD NAME
2	29.9	29.8	29.6	27.5	25.3	24.2	23.7	22.7	20.3	20.2	18.0	17.5	14.7	1	2.0	1.0	0.2	0.1	0.	START
30.0	30.0	29.9	29.8	29.6	27.5	25.3	24.2	23.7	22.7	20.3	20.2	18.0	17.5	14.7	14.7	2.0	1.0	0.2	0	MILEAGE RT FINISH

# 2023



£51 1979

# **Nap & Cue Shee**

IMPORTANT CONTACT NUMBERS:

Bike Tech Support or Transportation Course Assistance: (920) 615-2000 (920) 615-2001

RIDER INFORMATION/GUIDELINES:

- Follow all rules of the road.

- Stop at all stop signs.
  All participants MUST wear a helmet.
  NEVER cross the centerline of the road.
  Use extra caution when crossing the highways.
- Announce to other riders when you are passing.
  Ride single file when necessary to avoid hindering Be courteous to fellow riders and motorists. Headphones are PROHIBITED.
- Keep in mind that the roads ARE open to motor vehicle traffic.
- SLOW DOWN ON THE HILLS. Excessive speed on hills has caused most DCC accidents.
   This is not a race or a test of stamina. Please ride at your.

own pace and in a responsible manner

Experienced bike techs through our bike shop partners will provide SAG service on all routes and at all rest stations to aid in emergency situations and mechanical problems. Please thank them for their support!

# "HALF CENTURY" 50 Mile Route

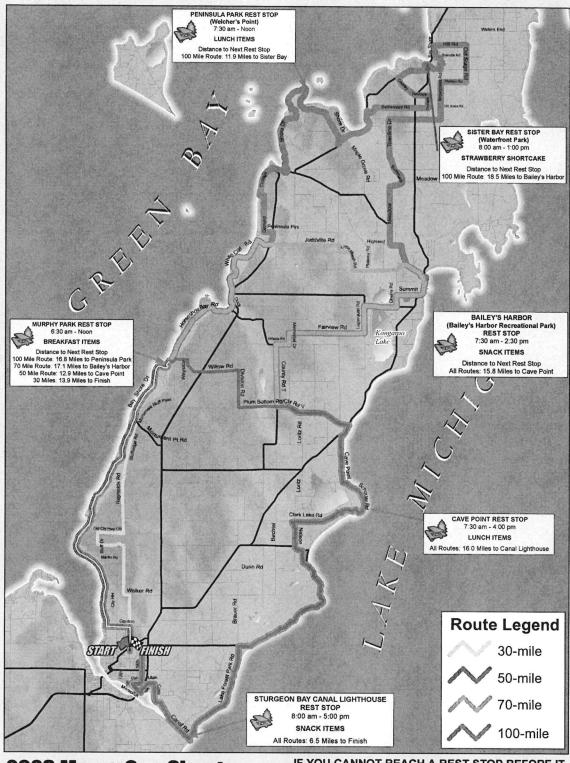
# 70 Mile Route

100 MILE ROUTE.	SEE DIRECTIONS FOR 100 MILE ROUTE.	
29.2	County Road F	70
26.9	County Road EE	٦
25.6	Little Marsh Road	٦
25.5	County Road A	Z
22.6	Juddville Road	STR
100 MILE ROUTE.	SEE DIRECTIONS FOR 100 MILE ROUTE	

# "GENTURY" 100 Mile Route

"GENTURY" 100 Mile Route cont.

97.8 98.2 99.6 99.8 100.0	99.8					2	
97.8 98.2 99.6 99.8		North 15th Place	_	47.6	46.2	Old Stage Road	Z
97.8 98.2 99.6	99.6	Alabama Street	_	46.2	45.0	Hill Road	70
97.8 98.2	98.2	South 18th Avenue	-	45.0	44.7	Trtillium Lane	70
97.8	97.8	Utah Street	70	44.7	44.5	Birchwood Road	Z
	97.7	15th Avenue	70	44.5	44.3	Scandia Road	ָר י
97.7	97.2	Memorial Drive	70 1	44.3	43.9	Woodcrest Road	-
97.9	96.00	S 18th Place	- '	43.9	43.4	Mill Road / Park Lane	STR
96.5	90.7	Cove Road	- ,	43.4	43.3	Mill Road	-
7.66	90.0	Communication of the Communica			43.3	"WAIERFRONT PARK"	KEST
	93.6	Canal Road (Cty Rd TT)	SIR	43.3	43.2	Mill Road	X
93.6		"CANAL LIGHTHOUSE REST STOP"	KESI	43.2	43.1	Maple Drive	, -
93.6	4	Canal Road (Cty Rd TT)	-	43.7	43.0	nighway or / biuliside Laire	. 017
		Lake Forest Park Road (Cty Rd TT)	-	43.0	42.9	Hwy or	e To
89.9	89.9	County Road TT	Z	42.9	42.0	Galeway Dilve	,
89.9	88.9	Lake Michigan/Lake Forest Drive	-	0.24		Catalog Ding ratio	0 ;
88.9	82.3	Glidden Drive (Cty Rd T)	70	43 8	44 8	Sieter Bay Bike Dath	0 !
82.3	81.9	Whitefish Bay Road (Cty Rd T)	٦	41.8	40.6	Hwy 57/turn back on Country Lane	5
81.9	80.9	Nelson Lane	-	40.6	40.2	Flint Ridge Road	-
80.9	78.3	Clarks Lake Road (Cty. WD)	-	40.2	39.7	Orchard Drive	-
78.3	77.6	Schauer Road	-	39.7	37.6	Norway Street / Settlement Road	٦
77.6	77.6	**CAVE POINT REST STOP**	REST	37.6	37.4	Anderson Lane	70
77.6	76.1	Schauer Road	٦	37.4	36.8	Moravia Road	70
76.1	74.2	Cave Point Drive	٦	36.8	35.3	Highway 42	-
74.2	73.7	Highway 57 (in Jacksonport)	70	35.3	33.9	Highland Road	-
	71.0	County Road V	-	33.9	33.8	Skyline Road	70
	68.6	County Road T	-	33.8	31.5	Shore Road	STR
	68.1	Hillside Road	70	5	31.5	**WELCKER'S POINT REST STOP**	REST
	67.6	Memorial Drive	-	31.5	27.4	State Park/Shore Road	STR
	64.5	Fairview Road	<b>7</b> 0 I	27.4	27.2	Peninsula State Park Entrance	-
	63.5	Logerquist Road		27.2	26.7	Highway 42 (Main Street)	STR
63.5	62.8	County Road E	<b>20</b> r	26.7	26.6	Main Street (in Fish Creek)	70
	6.0	Bod Charact Book		26.6	25.0	Cottage Row	٦
61.8		**RECREATION PARK REST STOP**	KEST	25.0	23.5	Gibraltar Bluff Road	D
61.8	61.6	Stiegletz Road (Rec Park)	-	23.5	23.2	Peninsula Players Road	٦
61.6	61.0	Summit Road	æ	23.2	22.6	Highway 42	٦
61.0	60.9	Hight 57	Z		RE	70 MILE ROUTE DIVERGES HERE	
60.9	60.5	Ward Street	Z	22.6	22.1	Juddville Road	R
60.5	60.4	Bluff Road	-	22.1	18.9	White Cliff Road	STR
	60.2	Guy Street	70	18.9	18.7	Dock Road (in Egg Harbor)	٦
60.2	60.0	School Street	70	18.7	14.7	Horseshoe Bay Road (Cty Hwy G)	-
	ERE	70 MILE ROUTE REJOINS HERE			14.7	**MURPHY PARK REST STOP**	REST
	57.3	County Road F	STR	4.7	2.0 1	Bay Shore Drive (Cty Hwy B)	70
57.3	55.2	Meadow Road	20 0	2.0	1.0	Gordon Road (Cty Hwy BB)	-
	54.6	Recomes Summach Boad	STR	1.0	0.2	Peterson Koad	Z Z
	50.7	Town I ine Drive	- ,	0.2	0.1	14th Street	7
	40.0	Woodclest Road	, ,		0.0	DOOR COUNTY FAIRGROUNDS	MAIO
1,	OIANI	Woodsmit Book	- IONN		0.000	DOOR COLINITY FAIRCRONING	PART



# 2023 Map & Cue Sheet

**Start Times:** 

70 & 100 mile routes 6 - 9 AM

50 mile route 8 - 10 AM

30 mile route 9:30 - 10 AM

PLEASE START NO LATER THAN 10 AM

Check rest stop opening and closing times. Plan your route accordingly.

IF YOU CANNOT REACH A REST STOP BEFORE IT CLOSES, CHOOSE A SHORTER ROUTE!

This is to ensure that all riders finish before 6 PM.

Post-Ride Fajita Dinner 11 AM - 6 PM

**IMPORTANT CONTACT NUMBERS:** 

Course Assistance: (920) 615-2000

(920) 615-2001

**Bike Tech Support or Transportation** 

THIS AGREEMENT, made and entered *into* this \_\_ day of July, 2024 by and between the Town of Gibraltar and the Village of Ephraim, municipal corporations existing by and under the authority of the laws of the State of Wisconsin (hereinafter referred to collectively as the "Grantor"), and Yellow Bird Aviation, LLC, 3773 E Donald Dr., Phoenix, AZ 85050 (hereinafter referred to as the "Grantee").

WHEREAS, the Town of Gibraltar and the Village of Ephraim operate an airport known as the Ephraim-Gibraltar Airport (the "Airport"); and

WHEREAS, the Grantee desires to engage in the business of providing scenic airplane rides for hire while using the Airport; and

WHEREAS, the Grantor is willing to grant to the Grantee the right to use and enjoy the Airport facilities individually and in common with other users.

NOW, THEREFORE, for and in consideration of the fees and covenants of this agreement. the Grantee has the following rights on and to the Airport upon the following terms and conditions:

1. **Term and Fee.** The term of this Agreement shall be for the period of one (1) year, automatically renewing yearly unless Terminated by either Party, commencing on July 15, 2024. The fee to be paid by the Grantee to the Grantor shall be \$500 per year. This fee shall be paid yearly within 15 days of the anniversary of this Agreement.

#### 2. Insurance.

- a. The Grantee agrees to deposit with the Grantor a policy of comprehensive commercial liability insurance covering aviation activities. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Grantee against loss from liability to the amount of \$1,000 000 combined for both bodily injury and property damage. The Grantor shall be named as an additional insured on such policy.
- b. The policy of insurance shall be approved by the Grantor as legal from before it is filed and shall contain a provision that the same may not be canceled before the expiration of its term except upon 30 days written notice to the Grantor.
- c. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate this Agreement, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination. Termination of the Agreement under this subparagraph shall not affect Grantee's remaining obligations to Grantor under this Agreement.

# 3. **Grantee Rights.** Grantee shall have the right:

a. In common with others so authorized, to use common areas of the Airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.

- b. To the nonexclusive use, in common with others, of the Airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Grantor to charge visitors a fee for the use of such areas.
- c. Of access to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Grantor, and which right shall extend to Grantee's employees, passengers, guests, invitees and patrons.
- 4. **Agreement Transfer.** Grantee may not, at any time during the term of this Agreement assign, or transfer this Agreement or any interest therein, without the prior written consent of Grantor.
- 5. **Laws and Regulations.** Grantee agrees to observe and obey during the terms of this Agreement all laws, ordinances, rules and regulations promulgated and enforced by the Grantor, and by any other proper authority having jurisdiction over the conduct of the operations at the Airport. In addition, the Grantee affirms that Yellow Bird Aviation, LLC will operate at safe and legal altitudes to minimize the impact of noise to the community.
- 6. **Hold Harmless.** Grantee agrees to hold Grantor free and harmless from loss from each and every claim and demand of whatever nature, made on behalf of or by any person or persons, for any wrongful, careless, or negligent act or omission on the part of the Grantee, his agents, servants and employees, and from all loss and damages by reason of such acts or omissions.
- 7. **Quiet Enjoyment.** So long as the Grantee conducts his business in a fair, reasonable and workmanlike manner, Grante shall peaceably have and enjoy the premises, and all the rights and privileges granted, all in conjunction with other users of the Airport.
- 8. **Signs.** Grantee agrees that no signs or advertising matter may be erected without the prior written consent of the Grantor.
- 9. **Fair and Nondiscriminatory Services.** Grantee in the conduct of any aeronautical activity for furnishing serves to the public at the Airport shall furnish services on a fair, equal and not unjustly discriminatory basis to all users, and shall charge fair, reasonable and not unjustly discriminatory prices for each unit or service; provided that the Grantee may be allowed to make reasonable and nondiscriminatory discounts, rebates, or other similar types of price reductions to volume purchasers.
- 10. **Title VI, Civil Rights Assurances.** The Grantee, for himself, his personal representatives, successors in interest, and assigns, agrees that (1) no person on the grounds of race color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of said facilities, (2) that in the furnishing of services on, over, or under such land, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of or be otherwise subjected to discrimination, (3) that the Grantee shall use the premises in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination in Federally Assisted Programs of the Department of Transportation-Effectuation of the Title VI of the Civil Rights Act of 1964, and as the Regulation may be amended.

- 11. **Nonexclusive Rights.** Grantee shall have the right and privilege of engaging in and conducting a business on the premises of the Airport under the terms and conditions as set forth, provided, however, that this Agreement shall not be construed in any manner to grant Grantee or those claiming under it the exclusive right to the use of the premises and facilities of the Airport other than any premises leased exclusively to Grantee under separate agreement.
- 12. **Affirmative Action.** The Grantee assures that it will undertake an affirmative action program as required by 14 CFR Park 152, Subpart E. to ensure that no person shall on the grounds of race, creed, color, national origin, or sex be excluded from participating in any employment activities covered in 14 CFR Part 152, Subpart E. The Grantee assures that no person shall be excluded on these grounds from participating in or receiving the services or benefits of any program or activity covered by this subpart. The Grantee assures that it will require that its covered suborganizations provide Assurances to the Grantor that they similarly will undertake affirmative action programs and that they will require assurances from their suborganizations, as required by 14 CPR Part 152, Subpart E, to the same effect.
- 13. **Subordination Provision.** This Agreement shall be subordinate to the provisions of any existing or future Agreement between Grantor and the United States or the State of Wisconsin, relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the airport. Furthermore, this Agreement may be amended to include provision required by those agreements with the United States or the State of Wisconsin.
- 14. **Hours of Operations.** Grantee agrees to maintain operations within a window between the hours of Civil Twilight and Civil Dusk. Grantee agrees not to operate outside of that window without the prior written permission of Grantor.
- 15. **Taxes.** Grantee shall pay all taxes or assessments that may be levied against the Grantee.
- 16. **Default** The Grantee shall be deemed in default upon:
  - a. Failure to pay fees within fifteen (15) days after the due date;
  - b. The filing of a petition under the Federal Bankruptcy Act or any amendment, including a petition for reorganization or any arrangement;
  - c. Commencement of a proceeding for dissolution or the appointment of a receiver;
  - d. The making of an assignment for the benefit of creditors;
  - e. Violation of any restrictions in this Agreement, or failure to keep any of its covenants, after written notice to cease such violation and failure to correct such violation within fifteen (15) days.
- 17. **Termination.** Either party may terminate this Agreement at any time with 60 days prior notice. At any time that Grantee is in default hereunder, Grantor may immediately Terminate this Agreement

by written notice to Grantee. In the event of Termination by the Grantor for default by the Grantee, all rights, powers and privileges of the Grantee shall cease, and the Grantee shall immediately vacate any and all space occupied by him under this Agreement and shall make no claim of any kind whatsoever against the Grantor, its agents or representatives, by reason of such termination, or any act incident thereto. Any outstanding fees due to the Grantor hereunder shall be paid within fifteen (15) days following Termination.

18. **Arbitration.** Any controversy or claim arising out of or relating to this Agreement or any alleged breach thereof, which cannot be settled between the parties, shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

IN WITNESS WHEREOF, the parties have herein to set their hands and seals this day \_\_\_\_ of July, 2024. In the Town of Gibraltar, County of Door, Wisconsin.

2024. In the Town of Gibraitar, County of Do	, wisconsin
GRANTORS:	
Steve Sohns	Michael McCutcheon
Chairman, Town of Gibraltar	Chairman, Village of Ephraim
GRANTEE:	
Andrew D. Cashetta	
Manager, Yellow Bird Aviation, LLC	
IN THE PRESENCE OF	

To: Town Board

From: Staff

# Request:

Approval of the Airport agreement for Hanger D-1 sale to Tim Halbrook with lease

# **Background:**

The Town of Gibraltar in all Airport hangar transactions is given the right of first refusal

This is a standard practice, currently the Town Board has no need for any hangers, Staff would recommend passing on the hanger

Passing on the hanger allows the Airport Commission to sale and lease the hanger.

### Analysis:

The Town currently has no need for hanger space.

Staff have received no complaints about Mr. Halbrook leasing the hangar space.

# **Recommendation:**

Staff recommends the Town board decline the hangar space and award the sale and lease to Mr. Halbrook.

# Fiscal Impact:

There is no fiscal impact to their request.

# AIRPORT HANGAR LEASE

This agreement, made and entered into on the date indicated below by and between the Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Tim Halbrook (hereinafter referred to as "Lessee").

**WHEREAS**, Lessor owns and operates an airport known as the Ephraim-Gibraltar Airport (the "Airport") and Lessee is desirous of leasing from Lessor a certain parcel of land at the Airport, hereinafter more fully described, for the purpose of aircraft storage; and

**WHEREAS**, Lessee will use the below described property primarily for the purpose of storing aircraft and other personal property of Lessee with the approval of the Airport Commission, and shall conduct only such aircraft maintenance on its own aircraft as performed by Lessee or personnel contracted by Lessee.

**NOW, THEREFORE**, for and in consideration of the rental charges, covenants, and agreements herein contained, Lessee does hereby lease from Lessor the following premises, rights and easements on and to the airport upon the following terms and conditions.

- **1. Property Description:** Hangar Site D-1 (48' wide x 50' deep) (the "Leased Premises").
- 2. Hangar Construction. Lessee shall have the right to erect, maintain and alter buildings or structures upon the Leased Premises providing such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce, Division of Safety and Buildings and pertinent provisions of any local ordinance in effect. All plans for such buildings or structures shall be reviewed and approved in writing by Lessor prior to construction.
- **3. Term.** The term of this lease shall be for a period of twenty (20) years commencing on July 15, 2024 ("Commencement Date"). The lease may be extended for one (1) additional ten (10) year term at the option of Lessee, on the terms hereof, by delivering written notice of such extension to Lessor prior to the end of the initial lease term.
- **Rent**. Lessee agrees to pay to Lessor for use of the Leased Premises, rights, and easements herein described, a yearly rental of \$0.65 per square foot for the land leased, for a total annual charge of \$1,560.00 payable on January 31st of each year, with a yearly escalator equal to the greater of three percent (3%) or CPI applied at each anniversary of the Commencement Date. A penalty of 1.5% per month (18% annually) will be added to the amount due for any payment not made within forty-five (45) days after the due date.
- **5. Personal Guaranty.** Lessee, by its lease signor, Tim Halbrook, agrees to execute a personal guaranty in the form attached hereto as Exhibit A, guaranteeing payment of all obligations under this lease.

- **6. Non-Exclusive Use.** Lessee shall have the right to the non-exclusive use, in common with others, of the Airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests, and patrons; the right, in common with the others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.
- **7. Laws and Regulations.** Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulation promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.
- **8. Hold Harmless.** Lessee agrees to hold Lessor free and harmless from loss and from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, their agents or employees, and from all loss or damages by reason of such acts or omissions.
- 9. Insurance. Lessee agrees that they will deposit with Lessor a policy of comprehensive liability insurance, listing Lessor as an additional insured. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 (minimum rate) for the injury or death of one person in any one accident; and in the amount of \$1,000,000 (minimum rate) for the injury or death of more than one person in any one accident; and in the amount of \$300,000 (minimum rate) for damage to property of others for any one accident. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 10. Maintenance of Buildings. Lessee will maintain the structures occupied by them and the Leased Premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time, in Lessor's sole discretion, if it appears such extension is warranted.
- 11. Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- 12. Taxes. Lessee shall pay all taxes or assessments that may be levied against the personal property of Lessee or the buildings which they may erect on lands leased

exclusively to them.

- 13. Signs. Lessee agrees that no signs or advertising matter may be erected or displayed without the consent of the Lessor.
- **14. Default.** Lessee shall be deemed in default upon:
  - a. Failure to pay rent within 60 days after due date.
  - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
  - c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
  - d. The making of an assignment for the benefit of creditors.
  - e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.

Without limiting any remedies available to Lessor, default by Lessee shall authorize Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises. Upon default, Lessee shall be responsible for all costs of collection, including, without limitation, Lessor's attorney fees.

- **15. Title.** Title to the building erected by Lessee shall remain with Lessee and shall be transferable. Upon termination of this lease, Lessee shall remove the buildings, equipment, and personal property, and restore the Leased Premises to its original condition, unless otherwise agreed in writing by Lessor.
- 16. Snow Removal. Lessor agrees to provide snow removal services to Lessee's Leased Premises in the hangar area, except within three (3) feet of hangar's doors. Snow removal in the hangar area shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- 17. Lease Transfer. Lessee may not, at any time during the time of this lease, assign, sub-lease or transfer this agreement or any interested contained, without the consent of Lessor.
- **18. Airport Development.** Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. If the development of the Airport requires the relocation

- of Lessee, Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for Lessee at no cost to Lessee.
- 19. Security. Lessee shall comply at all times with all federal and state security and safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft, whether or not the aircraft is located within a hangar.
- **20.** Adherence to Standard Operating Procedures. Lessee shall adhere to all Airport Standard Operating Procedures (SOPs) at all times, as such SOPs may be promulgated from time to time. Lessee may obtain a written copy of the Airport's SOPs from Lessor, if necessary.
- 21. Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin, without increasing the rental cost to Lessee. Notice of such amendments shall be delivered to Lessee in writing.
- **22. Arbitration.** Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, other than a default of Lessee as specified in Paragraph 14 hereof, which cannot be settled between the parties shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.
- 23. First Right of Refusal. During the term of the lease, Lessee hereby grants Lessor the right to have first opportunity to purchase the hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the hangar, Lessee may transfer the hangar to the third party on the same terms of the original offer. If Lessee does not transfer the hangar pursuant to said offer, the terms of this paragraph shall continue to apply.
- **24. Impact Fee.** The owners of Hangers E1 through E6 shall be required to pay the Airport a one-time Impact Fee of one thousand one hundred dollars (\$1,100.00). This fee is to cover the Airport's cost of installing electrical conduit from the meter panel to each hanger.
- **25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

- **26. Notices.** All notices, demands, requests or other communications that may be or are required to be given or sent by any party to any other party pursuant to this lease shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by a reputable overnight courier service or by hand delivery or by email transmission, addressed as follows:
- (a) If to Lessor:

Town of Gibraltar PO Box 850 Fish Creek, WI 54212

Village of Ephraim PO Box 138 Ephraim, WI 54211

(b) If to the Lessee:

Tim Halbrook 3681 Monroe Rd De Pere, WI 54115

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email confirmation, fax confirmation sheet or the affidavit of courier or messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

LESSOR:	LESSEE:
Town of Gibraltar	
By:	
Steven Sohns, Chairman	Tim Halbrook
Village of Ephraim	
By:	
Michael McCutcheon, MD, President	

#### **EXHIBIT A**

# PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of \_\_\_\_\_\_\_, 2024 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Tim Halbrook ("Guarantor").

# **BACKGROUND**

- A. Tim Halbrook ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site D-1 (48' wide x 50' deep), at the Ephraim-Gibraltar Airport.
- B. Pursuant to the Lease, the Lessee has payment and performance obligations to the Lessor, including, without limitation, the obligation to pay all amounts due under the Lease (all of Lessee's payment and performance obligations in the Lease shall be collectively referred to as the "Guaranteed Obligations"); and
- C. The consummation of the Lease will directly and indirectly benefit the Lessee, and Lessor would not consummate the Lease unless Guarantee guarantees the Guaranteed Obligations.

# **AGREEMENT**

In consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. **Guaranty**. Guarantor hereby unconditionally and irrevocably guarantees to Lessor, as primary obligor and not merely as sureties, the prompt payment and performance of the Guaranteed Obligations. The Guarantor further agrees that all or part of the Guaranteed Obligations may be increased, extended, substituted, amended, renewed or otherwise modified as provided for under the Lease without notice to or consent from the Guarantor and such actions shall not affect the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by Lessee to Lessor under or in respect of the Lease but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Lessee. Guarantor further agrees to pay to Lessor all costs and expenses (including actual attorneys' fees) paid or incurred by the Lessor in endeavoring to collect the Guaranteed Obligations from Guarantor, or any part thereof, and in protecting, defending or enforcing this Guaranty in any claim, action, demand, lawsuit, proceeding, litigation, or bankruptcy or insolvency proceeding or otherwise.
- 2. <u>Guaranty of Payment</u>. This Guaranty is a guaranty of payment and not of collection. This Guaranty is a continuing, absolute, and unconditional guaranty, and shall remain

in full force and effect until it terminates in accordance with Section 4 of this Guaranty. The Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Lease. The Guaranteed Obligations of the Guarantor hereunder are independent of the obligations of the Lessee. A separate action may be brought against the Guarantor to enforce this Guaranty, whether or not any action is brought against the Lessee or whether or not the Lessee is joined in any such action. The liability of the Guarantor hereunder is irrevocable, continuing, absolute and unconditional and the Guaranteed Obligations of the Guarantor hereunder, to the fullest extent not prohibited by applicable law, shall not be discharged or impaired or otherwise affected by, and to the fullest extent not prohibited by applicable law, the Guarantor hereby irrevocably waives, any defenses to enforcement he may have (now or in the future) by reason of:

- (a) any illegality or lack of validity or enforceability of any Guaranteed Obligation;
- (b) any change in the time, place or manner of payment of, or in any other term of, the Guaranteed Obligations, or any rescission, waiver, amendment or other modification of the Lease, including any increase in the Guaranteed Obligations resulting from any extension of additional credit or otherwise;
- (c) any reduction, limitation, impairment or termination of the Guaranteed Obligations for any reason, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Guaranteed Obligations;
- (d) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations;
- (e) any change, restructuring or termination of the corporate structure, ownership or existence of Lessee or its affiliates or subsidiaries or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Lessee or Guarantor or their respective assets or any resulting release or discharge of any Guaranteed Obligation;
- (f) any failure of the Lessor to disclose to Lessee or Guarantors any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of Lessee or Guarantor now or hereafter known to any of the Lessor; the Guarantor waiving any duty of the Lessor to disclose such information;
- (g) the release or reduction of liability of any surety with respect to the Guaranteed Obligations;
- (h) the failure of any of the Lessor to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Lease or otherwise;
- (i) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Lessee against any of the Lessor; or

(j) any other circumstance (including, without limitation, any statute of limitations), any existence of or reliance on any representation or warranty by any of the Lessor that might vary the risk of the Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Lessee, Guarantor, or any other guarantor or surety.

# 3. Waivers.

- (a) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Guaranteed Obligations.
- (b) The Guarantor hereby unconditionally and irrevocably waives promptness, indulgence, diligence in collection or protection or otherwise, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor, and any other notice with respect to any of the Guaranteed Obligations and this Guaranty.
- (c) No failure on the part of any of the Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or equity.
- 4. <u>Termination.</u> This Guaranty shall terminate upon the payment and performance in full of the Guaranteed Obligations in accordance with this Guaranty and the Lease, provided, however, that Guarantor agrees that their guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Guaranteed Obligation is rescinded or must otherwise be returned by the Lessor or any other person or entity as a result of the insolvency, bankruptcy, or reorganization (or similar event) of Lessor or Guarantor, all as though such payment had not been made.
- 5. <u>Counterparts; Electronic Signatures</u>. This Guaranty may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one original. Signatures sent via email or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.
- 6. <u>Notices.</u> All notices, demands, requests or other communications that may be or are required to be given or sent by any party to any other party pursuant to this Guaranty shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested,

postage prepaid, or transmitted by a reputable overnight courier service or by hand delivery or by email transmission, addressed as follows:

(c) If to Lessor:

Town of Gibraltar PO Box 850 Fish Creek, WI 54212

Village of Ephraim PO Box 138 Ephraim, WI 54211

(d) If to the Lessee:

Tim Halbrook 3681 Monroe Rd De Pere, WI 54115

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email confirmation, fax confirmation sheet or the affidavit of courier or messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

- 7. <u>Assignment; Successors and Assigns</u>. Guarantor may not assign this Guaranty without the written consent of Lessor. Subject to the preceding sentence, this Guaranty and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- 8. <u>Waiver and Other Action</u>. This Guaranty may be amended, modified, or supplemented only by a written instrument executed by the parties against which enforcement of the amendment, modification or supplement is sought.
- 9. <u>Severability</u>. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof or thereof; the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- 10. <u>Mutual Contribution</u>. The parties to this Guaranty have mutually contributed to its drafting. Consequently, no provision of this Guaranty shall be construed against any party on the ground that such party drafted the provision or caused it to be drafted or the provision contains a covenant of such party.
  - 11. **Governing Law**. This Guaranty shall be governed by, and construed in accordance

with, the laws of the State of Wisconsin.

12. <u>Authority</u>. Guarantor represents and warrants to the Lessor that (a) Guarantor has the power and authority to enter into this Guaranty and perform his obligations under this Guaranty; (b) this Guaranty has been duly authorized, executed and delivered by Guarantor; and (c) this Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency, moratorium, receivership, and similar creditors' rights laws.

The parties have executed this Guaranty as of the Effective Date.

GUARANTOR:	
Tim Halbrook	
I ECCOD.	
LESSOR:	
Town of Gibraltar	
*	
Village of Ephraim	

To: Town Board

From: Staff

# **Request:**

Install a stop sign on Hill Street to stop the north bound traffic.

### Background:

Hill Street and Bluff Lane have been reconstructed in 2024. The new layout kept the foliage at the corner of Hill and Bluff to the north. The road, however, narrowed and curved around the bushes.

There are currently four houses in Fox Hollow and two will be constructed in 2024-2025

The new road construction has allowed for seven marked parking spots south of Bluff Lane up the hill.

## Analysis:

The combined reconstruction and the added vehicle traffic to the area has caused several close calls and near misses in for vehicles exiting from the stop sign on Bluff Lane heading east. The traffic coming down the hill currently doesn't stop, and the speed limit is 25 mph.

Chief Ryan Roesch and I reviewed the intersection and given the short length of road and the speed vehicles are coming downhill it has created a hazard for Bluff Lane traffic. Chief Roesch believes the new road and the added traffic from the building and turnaround traffic has increased. The sign will create better awareness of other lane traffic.

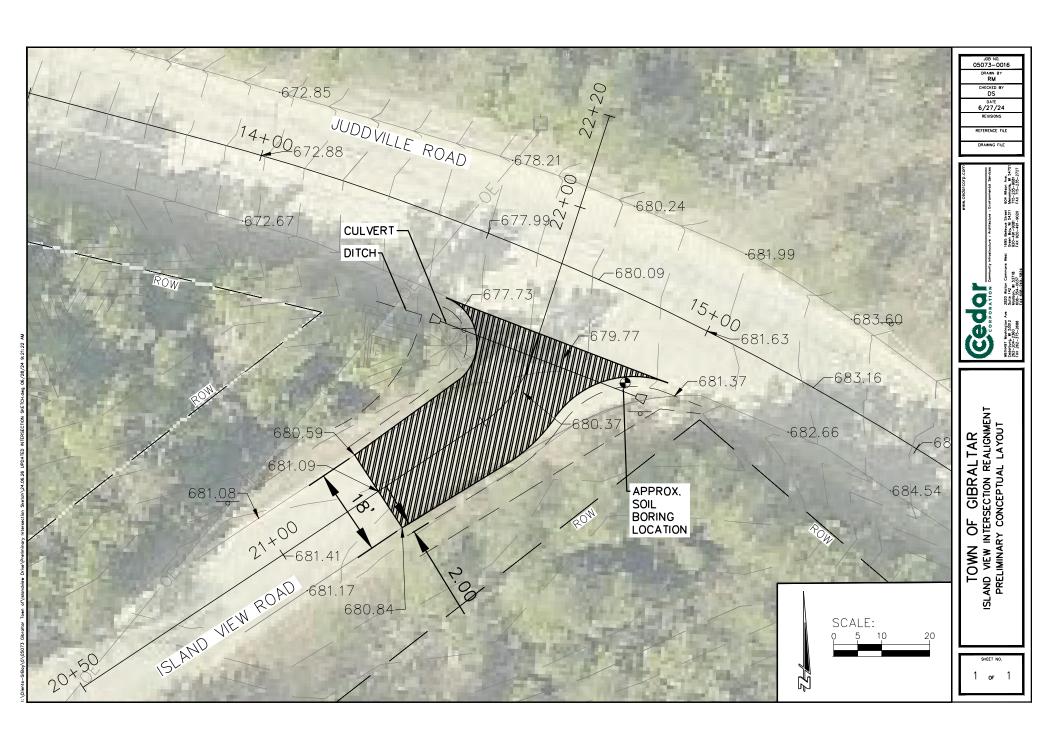
Chief Roesch supports adding a stop sign to the North bound travelling lane making that intersection 3 way.

## Recommendation:

Staff recommends the board approve adding a stop sign to the North Bound Lane of Hill Street.

#### Fiscal Impact:

The town maintenance says we have extra signs and posts. Maintenance will install the sign during regular hours. No additional funds will be used



From: Staff

## Request:

Request for speed study on South Highland Road.

## **Background:**

Resident request for Town Board to consider lowering the speed limit from 45 mph on South Highland Road stating there is increased traffic on South Highland Road as it has been discovered as short cut between Fish Creek and Baileys Harbor and there are several homes with young children as well as a horse boarding facility with equestrian traffic on the Road.

## Analysis:

Lowering the speed limit would require a speed study. Chief Roesch can complete the speed study.

# **Recommendation:**

Staff sees no issues if the board opts to lower these limits.

## Fiscal Impact:

The town budget has funds line itemed for signage.

From: Staff

## **Request:**

Consideration of amending ordinance 2022-11 Animals to have additional reference to death or maiming of other dogs.

# Background:

The current Town ordinance addresses nuisance animals barking, running without a leach, etc. the ordinance doesn't address a major incident such as another dog killing or maiming another dog or person.

Police Department has had a few incidents involving dogs where death was involved.

The police department is seeking to enhance the ordinance to reflect the severity of the incident.

## **Analysis:**

After review of other agencies and Towns, as well as consulting or legal advisors, it was determined the current Town Ordinance could be Amended to reflect a separation of severity in the same nuisance ordinance.

Town Staff has created the verbiage for the ordinance amendment and the police department supports the change.

## Recommendation:

Town Staff and the Town Police Department supports and recommends approval ordinance 2022-11 as amended.

### **Fiscal Impact:**

There is no fiscal impact for this recommendation.

#### **TOWN OF GIBRALTAR**

#### ORDINANCE 2022-11

#### **ANIMALS**

Ordinance 2022-11 Identified in the code of ordinances as 10.31 shall repeal and replace any previous ordinance(s) in whole or part, or any other ordinances contradicting to this new ordinance.

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

**Purpose** – To ensure the safety of both citizens and animals in The Town of Gibraltar.

## State Statutes Adopted – 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.

#### **Definitions**

The following words, terms, and phrases, when used in this chapter, shall have the meanings ascribed to them in this section, except where the context clearly indicates a different meaning:

**Animal** shall mean all living creatures, not human, endowed with sensation and power of voluntary movement, including mammals, birds, amphibians, and reptiles.

**At large** means off the premises of the owner and not under the immediate control of the owner or some other person.

**Domestic animal** means an animal of a species which is generally bred or kept by human beings, and which does not generally exist untamed and in the wild.

**Non-domestic** and/or wild animal means any native or non-native animal of a species which is generally not bred or kept by human beings, and which generally exists untamed and in the wild, or any animal that is wild, ferocious, or vicious by nature, habit, disposition, or character.

**Owner** means any person who owns, keeps, harbors, or has custody of an animal or any person who resides with a person who owns, keeps, harbors or has custody of an animal. Any person who accepts from an owner the temporary or permanent keeping or custody of an animal shall be considered an owner of the animal.

**Public nuisance** means any animal to which the following conditions apply:

Animals that are found on any property against the wishes of the owner or lawful occupant of the property. Damages or fouls the property of anyone other than its owner, are dangerous or vicious. Cause unsanitary conditions of enclosures or surroundings. Are diseased or dangerous to human health, that bark excessively or make prolonged and disturbing noises interfering with the peace and quietude of the neighboring property.

**Public property** includes all streets, sidewalks, boulevards, parks, beaches, and any public right-of-way located in the Town of Gibraltar.

*Under restraint* means an animal controlled, by a fence, leash and/or its owner's command within or outside the confines of the owner's property.

#### **GENERAL PROVISIONS**

#### Owners to exercise proper control of their animals

Owners shall exercise proper care and control of their animals to prevent them from becoming a public nuisance. A public nuisance is created by any owner who allows excessive, continuous, or untimely barking, howling, crying or yelping. Molesting or threatening persons, chasing vehicles, or attacking people or other domestic animals. Running at large on public or private property. Defecating on public property or private property.

#### **Animals in vehicles**

No person shall leave any animal in any standing or parked vehicle in such a way as to endanger the animal's health, safety, or welfare. An animal control officer, humane officer or police officer is authorized to use reasonable force to remove the animal from the vehicle whenever it appears that the animal's health, safety, or welfare will be endangered. Any person violating this section shall bear the full cost and expense incurred by the Town in the care, medical treatment, impoundment cost and disposal of the animal, including the removal from a vehicle as well as the penalty.

#### Collection of animal waste

All persons keeping animals in the Town, are prohibited from allowing their animals to leave their bodily excrements at large in the Town. Such persons are required to immediately collect such excrements upon being deposited and to dispose of it in a sanitary manner.

#### Penalty

- a. Any person found guilty of violating this ordinance or any part of this ordinance, shall be subject to a forfeiture of not less than \$50.00 or more than \$500.00 Together with the costs of prosecution and in rueful default of payment of such forfeiture and cost of prosecution, shall be imprisoned in the county jail until said forfeiture is paid, but not exceeding 60 days.
- b. Owners of dogs who are involved in an incident where Any dog makes an unprovoked attack on a person or other animal that causes bodily injury or death and occurs in a place other than the

enclosure in which the dog is kept, Is liable for additional penalties up to \$500 set by the Town of Gibraltar fee Schedule under this ordinance.

b. Any person, firm, or corporation, violating any of the sub-sections of this ordinance may stipulate to the guilt or no contest and may pay to the Clerk of Court a bond according to a schedule prescribed by the Circuit Court of Door County. Such stipulation will make it unnecessary for the subject charged to appear in court and will act as a basis for the court to enter judgment and order forfeiture of the bond. Forfeitures, penalty assessments, costs and fees shall be disbursed as provided in Wisconsin Statutes, Section 66.12.

#### **Enforcement**

- a. Enforcement shall be by citation
- b. Schedule of Deposits. Deposits shall be made in cash, money orders, or certified check to the Clerk of Door County Circuit Court, who shall provide a receipt to the other office and the amount of the forfeiture schedule shall be stated above or such amount that the Circuit Court of Door County hereafter affixes.
- c. Any person, firm, or corporation, violating any of the sub-sections of this ordinance may stipulate to the guilt or no contest and may pay to the Clerk of Court a bond according to a schedule prescribed by the Circuit Court of Door County. Such stipulation will make it unnecessary for the subject charged to appear in court and will act as a basis for the court to enter judgment and order forfeiture of the bond. Forfeitures, penalty assessments, costs and fees shall be disbursed as provided in Wisconsin Statutes, Section 66.12.

#### **Reference to Statutes**

Reference to specific statutory sections whenever used in this ordinance, shall mean Wisconsin Statutes as amended, modified, repealed or otherwise altered by the State Legislature.

#### Savarahility

urisdiction, such

Severability	
If any of this Ordinance be declared invalid or a decision shall not affect the validity of any o	, , , ,
Amended this 10 <sup>th</sup> day of July 10, 2020. Vote	2:
Steve Sohns, Chairperson	
Laura Reetz, Clerk	

From: Staff

## Request:

Approve a fee of \$500 for maiming or killing another dog

## Background:

More than one instance the Town of Gibraltar has incidents where a dog was killed by another dog in the public. Our current ordinance is a nuisance ordinance, and the fine is \$50.00

An amended ordinance has been written to the current nuisance ordinance.

# Analysis:

Chief Roesch would like the fee to reflect the incident, for a traumatic experience or for the damage caused. Chief Roesch is proposing the fee structure be set at \$500.00 when death or maining is involved including human contact.

## **Recommendation:**

Staff recommend creating a fee of \$500.00 for the amended ordinance

## Fiscal Impact:

No fiscal impact to the budget with this request.

From: Staff

## Request:

Approve road maintenance work directed from the Town road review.

#### Background:

The Town Board conducted a road review this spring, the Board identified several roads that could possibly need maintenance upkeep.

The Town in the past utilized crack filling and chip sealing to ensure a longer life on our roads.

#### Analysis:

The town road review identified these areas as needing crack filling in 2024

- 1. Spruce St. Main to Cottage Row
- 2. Cottage Row to Sunset Park
- 3. Maple St. to the Dock and the dock parking area
- 4. High ridge Road from EE to the quarry entrance
- 5. Fire Department, airport, and the Town Center parking lots.

Staff have re-visited these roads and recommend completing outsourced crack filling on all except the Fire Station apron and Cottage Row to Sunset.

• The Fire station Apron staff will complete it in-house as it buts up to concrete and the road to Sunset Park is beyond the crack filling stage and would be a waste of funds.

Staff will seek bids from crack filling companies and use the lowest bidder.

### Recommendation:

Staff recommends pursuing estimates for crack filling of the above identified roads, and allowing staff to proceed with the maintenance effort if the estimates are less than the proposed budget.

#### Fiscal Impact:

The Town Board has budgeted \$50,000 for road maintenance.

2024 Town of Gibraltar Road Review

Date: 4/8/2023

Start Time: 6:00 a.m.

ROAD NAME	2021 NOTES	2022 NOTES	<b>2023 NOTES</b>	2024 Notes	
		Dook of Duilding Nooding	Domain translate		
_		Back of Building Needing	Repair trench, talk to	1. 611	
Town Center Parking Lot	None	Replacement Soon	Nicolet	crack fill	
	Signs lights, dead fall between,		crackfilling, trail signage and		
Boat Trailer Parking Lot	fences	Ok	vehicle parking signs needed.	cracks @ culverts	
			Paint and stencil	cracks @seam, line	
Beach Parking Lot			parking stalls	strip and stencil	
	First part shot; price to pave;		Phase 1 to begin end		
Hill Street	drainage	Phase 1	of 2023/2024		
		Phase 1/ Striping until	Phase 1 to begin end		
Bluff Lane	Price to pave	redone	of 2023/2024		
Spruce Street		Stripe	lane line striping	crackfill	
			ok, look at parking		
Cottage Row to Main		OK	stall striping	patch corner	
Ula Street		OK	line striping		
			Falling rock and		
			repairs are continued	line striping, crackfill,	
Main to Sunset		ОК	concern	pothole	
			Phase II of Downtown		
Main to Cedar		Potholes	reconstruct	sewer issues	
Ividii to ccuui		T Othores	T C C O T S C I U C C	JCVVCI 133UC3	
			WS parking concerns,		
			collapsed storm		
	Parallel parking striping by		sewer to scope fall		
Cedar Street	Whistling Swan	Phase 1	2023	cracks	

	T			
			steering committee is	
Manla Stroot Dook Bood			_	crackfill
Maple Street\Dock Road			addressing crack filling and week	
Dook Barking	Classus	Classilla	kill needed	crackfill
Dock Parking	Clean up	Clean Up	ok	Crackilli
Retreat Parking	Clean up	Clean up	OK	
			Phase II of Downtown	
Hwy 42 to Main Street/Cedar		Stripe if needed	reconstruct	
Tiwy 12 to Main Street, cedar		Stripe ii riecucu	reconstruct	
Cottage Row South	Price to pave	Pave this year	Ula to Main crackfill	
		Crack fill - Centerline		
Gibraltar Bluff North to Hwy 42	Crack fill	Bad/Shouldering		
Bluff Circle		ОК		
			reconstruct in	
Clark to Bluff Circle		ОК	progress	
			guard rail concerns,	
		Shouldering, potholes,	better trimming	fill in shoulder at
Cottage Row East to Hwy 42	Dead white ashes	dead Ash	needed	curve
Sky View	Cracks one at entrance	ОК	ok	
			gravel on edge of	
Sky View Spurs (2)		Grade In-house	blacktop	
Gibraltar Bluff Middle	Survey; price estimate	Survey, Price on Re-do	reconstructed 2023	
				potholes, pos
			on schedule for	reconstruct Speed
Orchard Rd		Price on Redo	reconstruct	sign for traffic count
			Dead ash tree, rough	
Gibraltar Bluff South	Chip seal	Tree Trimming	road	
		Brush at water, price on	Fix road washouts	
Peninsula Players to Dead End	Brush at water	fixes	around baracade	
		Tree branches hanging	Tree branches	
Peninsula Players to Cty A	Tree branches	over road - south side	trimmed	soft spot near culvert

			LRIP candidate, guard	
Juddville Rd to Quarterline		ok	rail replacement	
Short Road	Pot holes	Gravel and grade	ok	
		Spot shouldering and		
Quarterline Road	Crack fill	dead tree	ok	
			gravel by county,	
		Gravel and grade, trim	dead tree in middle	
Quarterline Road East		trees	section	
			gravel washout at	
			intersection, possibly	
	Crack fill; chip seal; estimate to	Price for Redo, Start	move rd with	shoulder, profile ditch
White Cliff Rd	pave	trimming/brushing	reconstruct	and culvert
Juddville Road (Hwy 42 to	Price estimate to budget to	Part of grant, call county	LRIP candidate, guard	worse than other
water)	grade end of road	about pothole on 42	rail replacement	sections, sand in ditch
		Price on Redo, Start		
Islandview Rd	Same as 2020 (price estimate)	brushing	LRIP grants	trim and cut trees
Islandview Spur/crt		5	gravel at intersection	
Juddville Hill Rd	Price estimate to budget	Price to redo	reconstructed 2023	
		Spot shouldering, tree		
Daisy Patch	Crack fill	trimming	grading needed	
Wildflower Patch		Grade In-house	grading needed	
Rocky Beach Ln &Bare Bottom	Back blade pile on end of road;			
Beach Rd	brush end of road	Trim trees at shore	grading needed	shouldering
Old Cty EE Lane	Redo next year with Cty EE	Same	redone in 2022	
	Grind (leave gravel?); price		Add gravel at	
	estimate to redo when county	Add gravel at transition	transition from	
Long View Pood	does Cty EE or leave gravel	from blacktop In-house	blacktop	
Long View Road	does cly LL of leave graver	Spot shoulder,	υιαυκτορ	
Little Marsh Road	ОК	overhanging branches	ok	
Gardner Court	Crack fill; potholes; grade?	OK	grading needed	regrade
Garaner Court	crack iii, potrioles, grade:	JOK .	Brading needed	regrade

		Tree trimming, leaves in		
High Plateau	Shouldering (touch up)	ditch	ok	
	Shoulder intersection and Cty			
S Highland East to Cty F	Hwy F intersection	ОК	ok	
		Shoulder North end, Price		
		for Double lift: 8398 to		
		North and South Short		
	Price estimate for paving/black	(old section). No culvert	schedule for	crackfill south end,
High Ridge	top	in driveway	replacement	pothole at corner EE
			property owner has	property owner has
Shine Ln	Grind and gravel (price estimate)	Brush Cedar Trees	top soil in row	top soil in row
S Highland North	Shoulder	Brushing	consider repave	
			gravel and grade, fix	
Highland Spur		Gravel and grade	sign	regrade
Shady Lane		Brushing	ok	rough shape
	Sweep; fix shoulders; downspout			
	on cold storage building (east			
Maintenance Shop	side)	OK	ok	
		Striping, survey NW		crack fill, could try
Fire Department	Crack fill	section	ok	slurryseal
	Price estimate? Widen shoulder;			
	double lift; price estimate to			
Maple Grove East	pave/blacktop	Maple tree limbs	trim and trees	
				add gravel to end
			add gravel to end	section, brushing
West Meadow North	Stripe center of curve	OK	section	needed, dead ash
		Price Chip seal - last		
Wilder Road		chance - Ephraim pay 1/2	work w/ ephraim	
West Meadow South	Shoulder	Good		trim trees
Triangle Road		Good		
Triangle Spur		Chip seal (last chance)		build up shoulder

				pothole on curve,
		OK, shoulder inside of	pothole on curve,	need shouldering,
Maple Grove Road to Gibraltar		curve In-house	need shouldering	trim trees
			spot shouldering,	
Gibraltar Road East	Survey - Cedar Ridge	Spot shouldering	watch for cracks	
Gibraltar Court		OK		grade
				fix grade and soft
Sugar Bush Rd			possible slurryseal	spot
	Potholes; clean up end with			
Sugar Bush Spur	gravel	OK		
Sugar Bush Lane		Chip seal	branches	
Maple Grove Road North	Chip seal (price estimate)		pothole/shouldering	
Airport Parking Lot		Crack seal	ok	crackfill
Gibraltar Road Middle to Cty A	Touch up shoulder	Spot shoulder	trim trees	good shape
Gibraltar Road/Cty Rd A to				Be care en apre
School		ОК		
		Call if sawmill could use		
Town Shop		cedar		
Spring Road to Wandering	Crack filling	ОК	repaint lane lines	pothole
	Crack filling; shouldering (South		stump on curve, trim	
Wandering Road	of 8984)	Crackfill	trees	
		Crackfill, north done last		
Spring Road to Wandering		year		
		Crackfill, may pass on 2nd	line striping entire	line striping entire
Spring Road		lift	road-Kewaunee	road-Kewaunee
		Crackfill, striping,	dead tree at end of	
Elm Road		shoulder	road	
			triming and brushing	
Evergreen Rd	Crack fill	OK	needed at wires	
Shore Rd		OK		
Highland Rd (1/2 Ephraim)			repave inprogress	

Ī					spring clean up
	Blossomberg Cemetery	Shoulder spots (Town staff)	ОК	shouldering	branches etc

Striping/Paint	Chip Seal	Gravel & Grade	<u>Other</u>	<u>Other</u>
Beach Parking Lot-w/stencil	Sugarbush Rd (slurry seal)	Quarterline Rd East	Signage at Boat trailer parking for vehicle and trail heads  Shine Ln- Property	
			owner as top soil in	
Spruce St-drive lanes			ROW	
Cottage Row to Main-stalls				
Spring Rd-all lines(Kewaunee) Ula-stalls				
			Tree branches	
Asphalt/Milling	Spot Shouldering	In-house Grade & Gravel	trimmed	
	Sky View Spurs-grave on edge of	Island Spur-gravel	Gibraltar Bluff South-	
Wilder- w/Ephraim	asphalt	@intersection	dead ash	
			Pen Players to County	
TC Parking Lot-repair trench		Wildflower Patch	А	
			Quarterline Rd E-	
	Pen Players to Dead End- Fix		dead tree in mid	
High Ridge	road washouts around baracade	Daisy Patch	section	
	White Cliff- gravel washout at	Rocky Beach Ln &Bare		
Juddville (pos LRIP)	intersection	Bottom Beach	Gibraltar Rd	
	Island view Spur/crt- gravel at	Longview-gravel		
S Highland North	intersection	@transition	Evergreen-wires	
	Maple Grove to Gibraltar-	Highalnd Spur (fix sign		
	shouldering	too)	Elm-dead tree on corner	
			Wandering-stump on	
		Gardner Crt	curve and trim	
			Maple Grove East	

# Capital Road Improvement Plan Projection 2024 Updated & Approved 09/06/23

# Other Roads rated 4 or Less

\*Wilder

\*Main St (Cottage Row to Sunset)

\*High Plateau (EE to Highland)

# **Vessel Road Considerations**

\*Wandering

\*Spring Rd

\*Maple & Spruce Streets
Peninsula Players

	2024	2025	2026	2027	2028	2029	2030
Year Road							
Island View Rd		Culvert					
		3	·				
Hill St							
Bluff Lane							
Dian Euric							
11:11 C+							
Hill St							
Cedar Ct/Main St (Hwy 42 to Cottage			Road Reconstruct				
Row)		,	(includes Cottage Row- Main				
	Sewer		to Cottage Row Crt)				
White Cliff							
		Road widening					
Orchard Rd							
Highland Rd							
(Cty A to Shine Ln)						,	
Juddville Rd							
(3 miles)							
Shady Ln							
						,	
Maple Grove (Airport							
to Gibraltar)							
Sugar Bush Rd and Sugarbush Ln							
High Ridge							
(Highland to Quary)							

From: Staff

#### Request:

Assist the Airport in writing a Community Foundation Grant for e-bikes at the Airport

#### Background:

The Ephraim / Gibraltar Airport is located several miles from the downtown of Fish Creek and a mile from Ephraim. Planes that arrive are allowed to use the courtesy vehicle however there is just one vehicle to use.

Some older bikes are made available for use.

Friends of the airport have written to the foundation and have been denied in the past, there was a discussion with the airport friends that the grant lacked size and impact to the community.

The Parks and Lands Committee has investigated the request and supports sending it to the Town Board for review. There were still questions relating to where when and amounts, as well as who would perform long term maintenance, storage, transportation.

The Harbor Commission reviewed the request and doesn't support the request.

#### Analysis:

The friends of the airport would like to partner with the Town to write a grant for e- bikes and a charging port, the airport would support any connection areas as their guests would from time to time need lodging and food.

Mr. Drajesk is going to be present to answer questions if they arise

The Town of Gibraltar if partnered with the airport would be the primary grant writer and forfeit our ability to write for a need in the Town during this cycle.

## **Recommendation:**

Staff supports alternative transportation; however, a sound plan will need to be in place identifying the town's involvement and expectations.

#### Fiscal Impact:

The request is for writing of the grant no fiscal impact to the Town.

	2021		2022		2023	202	24 thru 6/:	15/24
Old Town Hall								
cleaning	\$ 6,768.00	\$	10,925.00	\$	9,423.00			
wps	\$ 3,238.00	\$	3,545.00	\$	3,896.00	\$ :	1,410.00	
sanitary	\$ 3,025.00	\$	2,398.00	\$	2,517.00	\$ :	1,956.00	
propane	\$ 2,719.00	\$	2,941.00	\$	2,136.00	\$	922.00	
maint/repair	\$ 1,384.00	\$	6,325.00	\$	30,510.00	\$ 2	2,325.00	
Total	\$ 17,134.00	\$	26,134.00	\$	48,482.00	\$ 6	6,613.00	
		We	ell pump	pa	inting	ne	w hotwate	er heater ordered
Noble House								
cleaning	\$ 4,484.00	\$	4,016.00	\$	4,547.00			
wps	\$ 2,236.00	\$	2,951.00	\$	3,328.00	\$ :	1,569.00	
sanitary	\$ 1,700.00	\$	1,794.00	\$	2,148.00		1,015.00	
propane	\$ 2,141.00	\$	3,019.00	\$	1,557.00	\$ :	1,371.00	
maint/repair	\$ 1,927.00	\$	3,346.00	\$	1,369.00	\$ 3	3,010.00	
capital improvements		\$	52,092.00					
Total	\$ 12,488.00	\$	67,218.00	\$	12,949.00	\$ (	6,965.00	
		fo	undation			ca	rpet	
Holiday Harbor								
cleaning								
wps				\$	1,179.00	\$	460.00	
sanitary				\$	1,525.00	\$	983.00	
propane				\$	2,677.00	\$	759.00	
maint/repair				\$	6,656.00			
Total				\$	12,037.00	\$ 2	2,202.00	
				fu	rnace			
				ap	pliances			
Income								Total
Town Hall/Parks	\$ 2,605.00	\$	2,720.00	\$	3,300.00	\$ :	1,445.00	\$ 10,070.00
				\$	4,200.00	¢ .	1,200.00	\$ 5,400.00
Dockmaster				Ψ	4,200.00	Ψ.	1,200.00	Ψ 5,400.00

# MEMORANDUM SPECIAL MEETING OF ELECTORS AND ELECTOR REQUEST

#### **STATUTORY REQUIREMENTS:**

## Language requirements:

Wis. Stats. §60.12 governs procedure for a special meeting of the electors as well as dictates required language of the resolution. Wis. Stats. 60.10 (2)(g) specifically states in pertinent part:

- (2) **DIRECTIVES OR GRANTS OF AUTHORITY TO TOWN BOARD**. ...directives or grants of authority to the town board under this subsection may be general and continuing or may be limited as to purpose, effect or duration. A resolution adopted under this subsection shall specify whether the directive or grant is general and continuing or whether it is limited as to purpose, effect or duration...By resolution, the town meeting may:
- (g) **Disposal of property**. Authorize the town board to dispose of town real property, other than property donated to and required to be held by the town for a special purpose. Wis. Stat. Sec. 60.10 Powers of town meeting (Wisconsin Statutes (2024 Edition))

#### **Notice requirements:**

Wis. Stats. §60.12(3) provides notice requirements for a meeting of the electors and states as follows:

(3) NOTICE. The town clerk shall, not more than 20 nor less than 15 days before the date of a special town meeting, publish a class 2 notice of the meeting under ch. 985. The notice shall state the purpose, date, time and location of the meeting. If notice is posted, the same time and content requirements apply. Wis. Stat. Sec. 60.12 Special town meetings (Wisconsin Statutes (2024 Edition))

## **MOTIONS BY TOWN BOARD:**

- 1. Need a motion by the Board for a special meeting of the electors with the date, time and location of the special meeting.
- 2. Need a second motion by the Board to approve the following proposed resolution language:

#### PROPOSED RESOLUTION TO THE ELECTORS:

The following language was provided to and approved by Town Attorney Robert Gagan:

To approve a resolution authorizing the Town Board of the Town of Gibraltar to solicit bids for sale and removal of town real property\*; specifically, the 3 cottages located at 4148 Main St Fish Creek, WI 54212 (formerly known as The Shorehaven, The Holiday, and The Coach House cottages.)

\*buildings only, not real estate

From: Staff

## Request:

Set a date for Chambers Island Road review

## Background:

Each year the Town Board conducts a review of the roads on chambers Island, during the inspection the Board typically investigates potential maintenance of the Lighthouse and the lot for the future fire station.

The Board will need to identify a date to allow staff time to set up boat captains and marine transportation.

#### **Analysis:**

In 2023 Staff transported the town tractor and rotary arm to the island John Fairchild spent a week brushing back the roads and grass.

Town staff completed the hatch sealing, and a liner was installed on the lighthouse cistern.

The Chambers Island annual meeting is held on July 20<sup>th</sup> this year. The Fire Chief, Administrator and potentially some board members will be present. If a date cannot be set, an inspection by the Administrator and board members present can be performed and reported back to the full board.

#### Recommendation:

Set a date for Chambers Island Road review or authorize the town Administrator to conduct an inspection when present at the CIA meeting on the 20<sup>th</sup> of July.

# Fiscal Impact:

To bring the board out on a separate day from the 20<sup>th</sup> of July it will cost \$1,500-\$1,600 for transportation.

From: Staff

## Request:

To use approximately \$675,000 from the Capital Account for the Land Acquisition purchase of the Redmann property.

## Background:

Land Acquisition purchase for \$1.5 million, completely funded by grants.

### **Analysis:**

We have secured enough grant funding to purchase the approx. 130 acres known as the Redman property and have a closing date set for the end of July. Three of the grants will not release funds until after closing and deed transfer, they are reimbursement grants. We have approximately \$685,000 in our Capital Fund. Rather than short-term borrow and pay interest, it makes more sense to "borrow" from the Town account. The funds will be returned by the end of the year, barring any unforeseen red tape.

#### Recommendation:

Town staff recommends using capital funds for the Redmann property purchased, which will be reimbursed, rather than short term borrowing.

## Fiscal Impact:

We won't be collecting as much interest monthly, but we won't be paying interest either. We may not have funds readily available if a capital project arises, but we do have over \$400k in our minimum fund balance to cover a short-term emergency.

7/02/2024 12:06 PM

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General Checking

Dated From: From Account:
Thru: Thru: Account:

	Thru:	Thru Ac	count:		
Voucher Nbr	Check Date	Payee			Amount
field in	6/17/2024 vestigations 23	AMI Consulting Engined	ers P.A.		
501-00-56703-0	000-000 DOO	CK: CONSULTING SERVICES 231234			7,500.00
				Total	7,500.00
july	6/27/2024	Associated Appraisal	Consultants, Inc.		
100-00-51530-1	.10-000 As	SESSORS SALARY			1,308.33
july			175078		
				Total	1,308.33
fix rece	6/27/2024 pt and breaker p	Baylake Electric, LLC ped 17 and junct			
501-00-55310-3		CK:MAINTENANCE/SUPPLIES ar ped 17 and junct	10542		627.00
	-	-		Total	627.00
bandage	6/27/2024	BOUND TREE MEDICAL LL	С		
100-00-52300-8 banda		RST RESPONDERS:EQUIPMEN	т 85369034		72.66
				Total	72.66
bluff/hi	7/02/2024 ll final design	Cedar Corporation and project admi			
100-00-53322-0 bluff		Y/ST MAINT:ROAD IMPROVE gn and project admi	MENTS 120350		2,904.28
				Total	2,904.28
bluff la	6/17/2024 n, easement, rec	Conway, Olejiniczak & dman otp	Jerry, S.C.		
100-00-51302-0 bluff	000-000 GG lan, easement,	: LEGAL:GENERAL redman otp	40432		2,697.00
	,	-		Total	2,697.00
bottled	6/06/2024 water	Culligan Water Condit	ioning		
501-00-55310-3	310-000 DOG	CK:OFFICE EXPENSE	1063842		81.00

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General Checking

Dated From: From Account:

Thru: Thru Account:	
Voucher Nbr Check Date Payee	Amount
100-00-51610-240-000 COMMUNITY CENTER:MAINT.	98.00
checked water softener system 47200	
	179.00
6/27/2024 Door County IT remote support, clerk computer	
100-00-51400-390-000 ADMIN.:COMPUTER EXPENSES remote support, clerk computer 4096,4111,4141	289.00
100-00-51400-390-000 ADMIN.:COMPUTER EXPENSES	325.79
security, backup, bitdefender 4158	323.73
Total	614.79
6/17/2024 Door County Treasurer MFL Due to county	
100-00-41150-000-000 FOREST CROP/MNDG FOREST	100.86
MFL Due to county MFL due to county	
Total	100.86
7/02/2024 Door County Treasurer street sweeping	
100-00-53319-000-000 HWY/ST MAINT:STREET SWEEPING 2024-33000202	331.34
Total	331.34
7/02/2024 Fairchild Equipment hitch repairs	
100-00-51620-350-000 PW:T.S./M.D.:EQUIP RPAIR/MAINT	1,023.93
hitch repairs SWO108780	1 000 00
Total	1,023.93
6/27/2024 Fire Rescue Supply, LLC tnt rescue tools annual mtc	
100-00-52200-351-000 FIRE PROTECTION: EQUIP. REPAIR	600.00
tnt rescue tools annual mtc 10447	
	600.00
6/11/2024 Fish Creek Sanitary District #1 Delinquent utility 014070017	
100-00-12100-000-000 TAX RECEIVABLE Delinquent utility 014070017 UTILITY	614.86

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General Checking

Dated From: From Account:

Thru: Thru Account: Voucher Nbr Check Date Amount Payee 614.86 Total 6/27/2024 Gall's Inc. zip boot, clip key 100-00-52100-340-000 LAW ENFORCEMENT: UNIFORM/EQUIP. 208.57 26807230 zip boot, clip key Total 208.57 7/02/2024 Going Garbage & Recycling, Inc Garbage 100-00-53200-292-000 SANITATION: GARBAGE 880.81 109097 Garbage 100-00-53200-293-000 SANITATION: RECYCLING 2,151.50 109100 Recycling 501-00-55310-292-000 DOCK: GARBAGE 498.16 301241 dock Total 3,530.47 6/17/2024 Impact Northeast WI monthly copier 100-00-51400-390-000 ADMIN.: COMPUTER EXPENSES 50.00 monthly copier 100-00-51400-310-000 ADMIN.:SUPPLIES 19.50 FREIGHT FOR TONER Total 69.50 7/01/2024 JoAnn Bauldry return deposit, less \$15 increased fee 100-00-48220-000-000 TOWN HALL/PARK RENT & DEPOSIT 185.00 return deposit, less \$15 increased fee 185.00 Total 7/02/2024 La Vine's Ice Company, LLC 501-00-55310-270-000 DOCK: ICE 27.00 39151 27.00 Total

6/24/2024 Lake and Pond Solutions herbicide/algaecide application

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General Checking

Dated From: From Account:

Thru: Thru Account	::	
Voucher Nbr Check Date Payee		Amount
501-00-55310-340-000 DOCK:MAINTENANCE/SUPPLIES		1,371.56
herbicide/algaecide application		
	Total	1,371.56
6/24/2024 Laurie Buske June		
100-00-55209-000-000 PARKS & LANDS:GARDENING June		2,145.83
	Total	2,145.83
6/06/2024 Lawn Doctor Noble Square,2469		•
100-00-55213-000-000 PARKS & LANDS:TURF MAINT. Noble Square,2469		165.00
	Total	165.00
6/27/2024 Leon & Sharon Zellner walmart, menards, office max, etc		•
100-00-55320-351-000 CHAMBERS ISL LIGHTHOUSE:MAINT. walmart, menards, office max, etc		245.82
100-00-55320-357-000 CHAMBERS ISL: FUEL FOR MOWERS gas		51.68
100-00-55320-340-000 CHAMBERS ISL: MISC. SUPPLIES period purchases		325.64
	Total	623.14
6/27/2024 O'Reilly Auto Parts 4365-157302		•
100-00-51620-350-000 PW:T.S./M.D.:EQUIP RPAIR/MAINT battery core charge		563.32
	Total	563.32
6/17/2024 Peninsula Pulse legals, bor, liquor, etc		
100-00-51520-000-000 ADVERTISING		968.90
legals, bor, liquor, etc	32858	060.00
		968.90

\$7/02/2024\$ Reinhard Plumbing, Inc replace check valve on sump

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100-00-52200-356-000

water test

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35.00

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General Checking

	Amount
<del></del>	214.22
Total	214.22
	14.75
	30.00
Total	44.75
ources	
ION	5.00
	5.00
E REG	3.00
Total	10.00
	40.45
00	
Total	40.45
ion	
	50.00
Total	50.00
ne	
	35.00
	35.00
	Total  Ources  TON  E REG  Total  Total  ion

FIRE PROTECTION: STATION MAINT.

777333

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ALL Checks by Payee ACCT

General Checking

28,966.76

Grand Total

Dated From: From Account:

Thru: Thru Account:

Voucher Nbr	Check Date	Payee			Amount
501-00-55310-34	0-000	DOCK:MAINTENANCE/SUPPLIE	:S		35.00
water t	est		777334		
100-00-51610-24	0-000	COMMUNITY CENTER: MAINT.			35.00
water t	est		777335		
				Total	175.00

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		ALL Checks by Payee	ACCT	
		General Checking		
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	Thru:	Thru Account:		
			Amour	nt

Total Expenditure from Fund # 100 - GENERAL FUND 18,827.04

Total Expenditure from Fund # 501 - DOCK FUND 10,139.72

Total Expenditure from all Funds 28,966.76

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# General Checking ALL Checks

Posted From: 6/06/2024 From Account:
Thru: 7/05/2024 Thru Account:

	IIII.	7705/2024 IIII ACCOUNT.	
Check Nbr	Check Date	Payee	Amount
45877	6/07/2024	Kudick, Wayne	69.26
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
45878	6/07/2024	Soun, Joaquin	70.32
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
45931	6/14/2024	Richard, Mark	92.35
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
45932	6/14/2024	Motorola Solutions	4,253.56
		radio, ffp grant	
45933	6/14/2024	USDA, APHIS	4,000.00
		goose roundup	
45935	6/17/2024	Securian Financial Group, Inc	304.62
		July 2024	
45936	6/24/2024	Bridenhagen Tree & Landscaping	1,625.00
		2 elm trees	,
45937	6/28/2024	True North Real Estate Trust Account	100.00
		Earnest money Redmann purchase	
45938	7/05/2024	Kudick, Wayne	46.17
	Manual Check	Pay period 06/01/2024 to 06/30/2024	
45939	7/05/2024	Zellner, Leon	125.73
	Manual Check	Pay period 06/01/2024 to 06/30/2024	
draft	6/07/2024	Wisconsin Deferred Comp	50.00
	Manual Check	•	
draft	6/07/2024	EFTPS	2,189.82
	Manual Check		
draft	6/07/2024	BP Products of North America, Inc	2,127.96
	Manual Check	Fuel	
draft	6/11/2024	Wisconsin Department of Revenue	196.23
	Manual Check	sales tx	
draft	6/14/2024	Wisconsin Deferred Comp	342.60
	Manual Check		
draft		EFTPS	6,865.97
	Manual Check		
draft			22,917.90
	Manual Check	July insurance	
draft		Dept. of Employee Trust Funds	10,507.60
	Manual Check	may	
draft		Charter Communications	739.71
3 61	Manual Check	Missansia Public Commiss	0.010.14
draft	6/18/2024 Manual Check	Wisconsin Public Service Electric	2,810.14
	Landar Check	22000210	

Posted From:	6/06/2024	From Account:

7/02/2024 12:04 PM

Thru: 7/05/2024 Thru Account:

	Thru:	7/05/2024 Thru Account:	
Check Nbr	Check Date	Payee	Amount
draft		Nicolet Bank	23,322.85
	Manual Check		
draft			4,867.75
	Manual Check	pack n ship, mail water tests	
draft	6/26/2024	Wisconsin Department of Revenue	1,354.54
	Manual Check	Withholding	
draft	6/28/2024	EFTPS	7,095.22
	Manual Check		
draft	6/28/2024	Wisconsin Deferred Comp	342.60
	Manual Check		
draft	7/01/2024	BP Products of North America, Inc	2,293.03
	Manual Check	Fuel	
draft	6/27/2024	Delta Dental of Wisconsin	132.40
	Manual Check	Supplemental Billing	
draft	7/05/2024	Wisconsin Department of Revenue	1,235.53
urarc	Manual Check	•	1,233.33
draft		EFTPS	2,203.80
J C+	Manual Check	Wissensin Defended Com-	F0 00
draft	7/05/2024 Manual Check	Wisconsin Deferred Comp ward only	50.00
		-	
V2419	6/07/2024	•	144.51
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2420	6/07/2024	Berkovitz, Tobin	144.51
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2421	6/07/2024	Bertges, Emmaly	59.23
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2422	6/07/2024	Birmingham, Thomas	644.41
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2423	6/07/2024	Chomeau, Vinni	528.97
VZ-123	Manual Check	Pay period 05/01/2024 to 05/31/2024	320.37
V2424			972.52
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2425	6/07/2024		209.65
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2426	6/07/2024	Lancaster, Sara	69.26
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2427	6/07/2024	Lengh, Robert	336.28
	Manual Check	Pay period 05/01/2024 to 05/31/2024	
V2428	6/07/2024	Merkel, Jayson	1,547.84
<b> </b>	Manual Check	Pay period 05/01/2024 to 05/31/2024	=, = = :

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# General Checking ALL Checks

Posted From: 6/06/2024 From Account:
Thru: 7/05/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2429	6/07/2024 Manual Check	Merline, Linda Pay period 05/01/2024 to 05/31/2024	<u> </u>
V2430	6/07/2024 Manual Check	Murre, Adrian Pay period 05/01/2024 to 05/31/2024	790.58
V2431	6/07/2024 Manual Check	Neu, Beth Pay period 05/01/2024 to 05/31/2024	293.97
V2432	6/07/2024 Manual Check	Pillat, Paul Pay period 05/01/2024 to 05/31/2024	69.26
V2433	6/07/2024 Manual Check	Reynolds, Stephan Pay period 05/01/2024 to 05/31/2024	358.45
V2434	6/07/2024 Manual Check	Selenica, John Pay period 05/01/2024 to 05/31/2024	1,781.53
V2435	6/07/2024 Manual Check	Sohns, Steven Pay period 05/01/2024 to 05/31/2024	987.51
V2436	6/07/2024 Manual Check	Volpe, Robert Pay period 05/01/2024 to 05/31/2024	739.40
V2437	6/07/2024 Manual Check	Weitman, Steven Pay period 05/01/2024 to 05/31/2024	476.97
V2438	6/07/2024 Manual Check	Witalison, Travis Pay period 05/01/2024 to 05/31/2024	948.90
V2439	6/14/2024 Manual Check	Alpert, Lily Pay period 05/27/2024 to 06/09/2024	834.89
V2440	6/14/2024 Manual Check	Austin, Chase Pay period 05/27/2024 to 06/09/2024	2,168.81
V2441	6/14/2024 Manual Check	Bertges, Andrew Pay period 05/26/2024 to 06/08/2024	1,922.60
V2442	6/14/2024 Manual Check	Brower, Lindsey Pay period 05/27/2024 to 06/09/2024	1,475.11
V2443	6/14/2024 Manual Check	Cain-Bieri, Theresa Pay period 05/26/2024 to 06/08/2024	2,001.52
V2444	6/14/2024 Manual Check	Crowell, Andrew Pay period 05/26/2024 to 06/08/2024	1,633.73
V2445	6/14/2024 Manual Check	Fairchild, John Pay period 05/26/2024 to 06/08/2024	1,354.54
V2446		Harvey, Ella Pay period 05/27/2024 to 06/08/2024	49.87
V2447	6/14/2024 Manual Check	Houck, Mary Pay period 05/26/2024 to 06/08/2024	49.87

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General Checking ALL Checks

Posted From: 6/06/2024 From Account: 7/05/2024 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
V2448	6/14/2024 Manual Check	Huberty, Colleen Pay period 05/26/2024 to 06/08/2024	1,270.00
V2449	6/14/2024 Manual Check	Linczmaier, Kurt Pay period 05/26/2024 to 06/08/2024	1,621.55
V2450	6/14/2024 Manual Check	Murre, Quentin Pay period 05/27/2024 to 06/09/2024	781.34
V2451	6/14/2024 Manual Check	Neville, Jon Pay period 05/26/2024 to 06/08/2024	116.36
V2452	6/14/2024 Manual Check	Pothast, Michael Pay period 05/27/2024 to 06/09/2024	851.21
V2453	6/14/2024 Manual Check	Reetz, Laura Pay period 05/26/2024 to 06/08/2024	1,187.16
V2454	6/14/2024 Manual Check	Reinert, Dustin Pay period 05/26/2024 to 06/08/2024	1,244.48
V2455	6/14/2024 Manual Check	Roesch, Ryan Pay period 05/26/2024 to 06/08/2024	1,793.77
V2456	6/14/2024 Manual Check	Thomas, David Pay period 05/26/2024 to 06/08/2024	282.59
V2457	6/14/2024 Manual Check	Thyssen, Travis Pay period 05/26/2024 to 06/08/2024	2,653.33
V2458	6/14/2024 Manual Check	Witczak, Evan Pay period 05/27/2024 to 06/09/2024	508.12
V2459	6/28/2024 Manual Check	Alpert, Lily Pay period 06/10/2024 to 06/23/2024	873.78
<b>V24</b> 60	6/28/2024 Manual Check	Austin, Chase Pay period 06/10/2024 to 06/23/2024	1,554.42
V2461	6/28/2024 Manual Check	Bertges, Andrew Pay period 06/09/2024 to 06/22/2024	1,922.60
V2462	6/28/2024 Manual Check	Brower, Lindsey Pay period 06/10/2024 to 06/23/2024	1,534.22
V2463	6/28/2024 Manual Check	Cain-Bieri, Theresa Pay period 06/09/2024 to 06/22/2024	1,986.75
V2464	6/28/2024 Manual Check	Crowell, Andrew Pay period 06/09/2024 to 06/22/2024	1,633.73
V2465	6/28/2024 Manual Check	Fairchild, John Pay period 06/09/2024 to 06/22/2024	1,354.54
V2466	6/28/2024 Manual Check	Harvey, Ella Pay period 06/10/2024 to 06/23/2024	49.87

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# General Checking ALL Checks

Posted From: 6/06/2024 From Account:
Thru: 7/05/2024 Thru Account:

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Check Nbr	Check Date	Payee	Amount
V2467	6/28/2024	Huberty, Colleen	1,270.00
	Manual Check	Pay period 06/09/2024 to 06/22/2024	
V2468	6/28/2024	Linczmaier, Kurt	1,621.55
	Manual Check	Pay period 06/09/2024 to 06/22/2024	
V2469	6/28/2024	Murre, Quentin	662.02
	Manual Check	Pay period 06/10/2024 to 06/23/2024	
V2470	6/28/2024	Neville, Jon	116.36
	Manual Check	Pay period 06/09/2024 to 06/23/2024	
V2471	6/28/2024	Pothast, Michael	835.38
V21/1	Manual Check	Pay period 06/10/2024 to 06/23/2024	033.30
V2472	6/28/2024	Reetz, Laura	1,469.26
V2472	Manual Check	Pay period 06/09/2024 to 06/22/2024	1,403.20
V2473		Reinert, Dustin	1,244.48
V2473	Manual Check	Pay period 06/09/2024 to 06/22/2024	1,244.40
V2474			1,793.77
V24/4	6/28/2024 Manual Check	Roesch, Ryan Pay period 06/09/2024 to 06/22/2024	1,793.77
770 A 7 E			166.00
V2475	6/28/2024 Manual Check	Thomas, David Pay period 06/09/2024 to 06/23/2024	166.23
0.45.6			0.650.00
V2476	6/28/2024 Manual Check	Thyssen, Travis Pay period 06/09/2024 to 06/22/2024	2,653.33
V2477		Walker, Christ	116.36
	Manual Check	Pay period 06/10/2024 to 06/23/2024	
V2478		Witczak, Evan	591.62
	Manual Check	Pay period 06/10/2024 to 06/23/2024	
V2479		Witczak, Michael	715.55
	Manual Check	Pay period 06/10/2024 to 06/23/2024	
V2480		Newkirk, Peter	66.50
	Manual Check	Pay period 06/01/2024 to 06/23/2024	
V2481	7/05/2024	Anderson, Jerrad	199.92
	Manual Check	Pay period 06/01/2024 to 06/30/2024	
V2482		Berkovitz, Tobin	210.99
	Manual Check	Pay period 06/01/2024 to 06/30/2024	
V2483	7/05/2024	Birmingham, Thomas	736.76
	Manual Check	Pay period 06/01/2024 to 06/30/2024	
V2484	7/05/2024	Blackwood, Thomas	46.17
	Manual Check	Pay period 06/01/2024 to 06/30/2024	
V2485	7/05/2024	Chomeau, Vinni	598.24
	Manual Check	Pay period 06/01/2024 to 06/30/2024	

# General Checking ALL Checks

Posted From: 6/06/2024 From Account:
Thru: 7/05/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2486	7/05/2024 Manual Check	Dauffenbach, Darrin Pay period 06/01/2024 to 06/30/2024	24.00
V2487	7/05/2024 Manual Check	Dauffenbach, Walter Pay period 06/01/2024 to 06/30/2024	70.32
V2488	7/05/2024 Manual Check	Fischer, Amanda Pay period 05/01/2024 to 06/30/2024	136.81
V2489	7/05/2024 Manual Check	Harris, David Pay period 06/01/2024 to 06/30/2024	166.67
V2490	7/05/2024 Manual Check	Heck, Jeffrey Pay period 06/01/2024 to 06/30/2024	657.66
V2491	7/05/2024 Manual Check	Jarosz, Jeffrey Pay period 06/01/2024 to 06/30/2024	362.10
V2492	7/05/2024 Manual Check	Lengh, Robert Pay period 06/01/2024 to 06/30/2024	690.91
V2493	7/05/2024 Manual Check	Merkel, Jayson Pay period 06/01/2024 to 06/30/2024	1,568.89
V2494	7/05/2024 Manual Check	Merline, Linda Pay period 06/01/2024 to 06/30/2024	46.17
V2495	7/05/2024 Manual Check	Murre, Adrian Pay period 06/01/2024 to 06/30/2024	724.38
V2496	7/05/2024 Manual Check	Neu, Beth Pay period 06/01/2024 to 06/30/2024	438.04
V2497	7/05/2024 Manual Check	Pillat, Paul Pay period 06/01/2024 to 06/30/2024	46.17
V2498	7/05/2024 Manual Check	Reynolds, Stephan Pay period 06/01/2024 to 06/30/2024	158.97
V2499	7/05/2024 Manual Check	Selenica, John Pay period 06/01/2024 to 06/30/2024	1,260.96
V2500	7/05/2024 Manual Check	Sohns, Steven Pay period 06/01/2024 to 06/30/2024	1,076.32
V2501	7/05/2024 Manual Check	Volpe, Robert Pay period 06/01/2024 to 06/30/2024	539.92
V2502	7/05/2024 Manual Check	Weitman, Steven Pay period 06/01/2024 to 06/30/2024	643.20
V2503	7/05/2024 Manual Check	Witalison, Travis Pay period 06/01/2024 to 06/30/2024	948.90
			Grand Total 172,891.31

7/02/202	4 12:04 PM	Reprin	t Check Reg	ister - Qu	ick Report - ALL	Page: ACCT	7
G	eneral Checking				ALL Checks		
	Posted From:	6/06/2024	From 2	Account:			
	Thru:	7/05/2024	Thru i	Account:			
						Amount	
Total	Expenditure from	m Fund # 100 -	GENERAL FUN	ID		123,887.2	22
Total	Expenditure from	m Fund # 300 -	DEBT SERVIC	ES		23,322.8	35
Total	Expenditure from	m Fund # 501 -	DOCK FUND			24,457.2	24
Total	Expenditure from	m Fund # 601 -	AIRPORT FUN	ID		1,224.	00

Total Expenditure from all Funds 172,891.31