

This meeting can be attended remotely.
To join via phone: Call 1-312-626-6799
To join via Zoom meeting: www.zoom.us.

Meeting ID: 890 8617 9156
Password: 794409

TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WEDNESDAY, AUGUST 7, 2024
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 P.M.

1. Call to Order
2. Pledge of Allegiance
3. Roll call/quorum
4. Approve the agenda D/A
5. Approve minutes of previous meeting(s) D/A
6. Committee reports (*Reports are for informational purposes only*)
7. Public Comment
8. Fire Department Recognition
9. Destination Door County presentation D
10. Accept SCBA AFG grant for Fire Department D/A
11. Consideration of Operator's Licenses 2024-25 D/A
12. Special Event Request: Evergreen Miniature Golf D/A
13. Special Event Request Hands on Art Studio D/A
14. Consideration of Right of First Refusal for Hangar A-3 D/A
15. Consideration of Sale of Hangar A-3 to Christ Walker D/A
16. Consideration of Lease Agreement for Hanger A-3 with Christ Walker D/A
17. Highland Road speed study report D/A
18. Approve Hill Street/Bluff Lane change order and final numbers D/A
19. Consideration of Amendment to extend easement for Chambers Island fire house land and payment of attorney fees D/A
20. Consideration to apply for and accept ARPA funds from County for internet D/A
21. Consideration to retain Coco & Kiki, Inc. to prep land for Chambers Island fire station D/A
22. Consideration to amend Ordinance 2022-30-Speed Limits Identified to set speed limit on Choke Cherry Lane D/A
23. Consideration of Ordinance 2024-05-Business License Ordinance D/A
24. Consideration to Amend 2024 Fee Schedule D/A
25. County of Door estimate for excavation of White Cliff Road D/A
26. Estimate(s) for road maintenance/crack filling D/A
27. Initial resolution to vacate a portion of Base Line Road –Busch property set October 2, 2024 public hearing date D/A
28. Consideration of appointment to Coastal Byways Committee D/A
29. 2024 Budget Committee procedure D/A
30. Town Zoning/Door County Zoning discussions D/A
31. Payment of Accounts D/A
32. Adjourn D/A

/s/ Steve Sohns, Chair

DEVIATION IN ORDER MAY OCCUR

Posted August 2, 2024

Laura Reetz, Clerk

- Fish Creek Post Office
- Fish Creek BP
- Town Center Display Case
- Town Website

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

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

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**TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WEDNESDAY, JULY 10, 2024
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 PM**

Approved:

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

Pledge of Allegiance:

Roll call/quorum: Board members present: Chair Sohns, Supervisor Merkel, Supervisor Birmingham, Supervisor Selenica and Supervisor Chomeau. Board member(s) absent: None

Adopt agenda: *Motion:(Selenica/Merkle) to approve the agenda as presented. Carried.*

Approve minutes of previous meeting(s): *Motion:(Selenica/Birmingham) to approve June 5, 2024 Board of Review minutes as amended to correct spelling error. Carried.*

Motion:(Birmingham/Selenica) to approve June 5, 2024 Regular Meeting minutes as written.

Carried. Motion: (Selenica/Merkle) to approve June 17, 2024 Special Meeting minutes as written.

Carried. Motion (Birmingham/Chomeau) to approve June 24, 2024 Midtown Land and Waterfront Rebuild Workshop minutes as written. Carried.

Committee Reports:

Parks and Lands: Buske not present. Thyssen reported on Parks and Lands' walking tour of trail system to be connected to Redmann property. Thyssen also reported things at lighthouse going well. Birmingham commented on disrepair of steps at Sunset Beach. Thyssen advised there was a bid out to repair steps. Parks and Land will follow up.

Fire Department/EMR: Chief Bertges provided a written report. **Call Volume:** 51 calls in June, up from 34 in 2023. **Significant Events:** Fire at Fish Creek hotel. Contained to a dryer. Call for a boat taking on water, 2 occupants evacuated. Downed trees on Chambers Island blocking the road. Hoarder house call. CERT open house. **Projects:** CERT training started in July. Hope to have 12 members. **Events:** Fireworks on the 3rd and Hair Pin Run on the 4th. No incidents for fire department. Public comment from Wayne Kudick regarding gas smell by Whistling Swan. Bill Weddig thanked fire department for response to dryer fire.

Police Department: Thyssen reported Chief Roesch has had an extremely busy month with many calls, including EM 1 transport, suicide call, multiple MVAs, assisted with boat OWI and assisted at July fireworks event. A few incidents at fireworks including underage drinking and a disorderly conduct. Chief Roesch has requested a review of how fireworks event is conducted in the future. Event is not being contained and Chief Roesch is minimally staffed. Need a broader discussion on how event is run.

VFC: Lancaster reported Concert in the Park series has started and third outdoor Fish Fri concert will be held July 19. Event well attended. Working on fall events Inside Outside Days September 21 and Jack O' Lantern Days October 26.

Noble House: No report.

Airport: Drajssek reported slower June than normal probably due to rain. Ordered more fuel and dropped fuel price by \$.50 per gallon. Started bid process with engineering firm for removal of trees and structure on lot purchased last June. Will start in November. Reported 4 of 5 new hangar sites are under letters of intent. New hangar construction to start next June. Working with Door County Zoning for approval to build another hangar at end of C row. Reported on status of Masterplan. It's a 3-year process. Reported on QR codes for tie down fees. Actively monitoring and managing hangar compliance.

1 **Watershed:** Merline reported next water testing July 19.

2 **Plan Commission:** Thyssen reported Plan Commission meeting end of the month. Going over
3 final draft of outdoor merchandise display ordinance. Also working on design standards. Kudick
4 reported Selenica working on crosswalk designs and bike and pedestrian warning signs. Kudick
5 also reported partnering with DDC and DCEDC to see what resources are available beyond grant
6 writing for issues such as diversifying economy and examining tourism trends and sustainability.

7 **Harbor Commission:** Harris reported dock very busy. Staff assisted law enforcement with
8 intoxicated boater over 4th of July. Reported on status AMI dock condition report. Pushed back to
9 July due to AMI staffing issues. Reported on status of dock camera purchase and installation.
10 Harris confirmed barges allowed in mooring area when doing work for residents of Town.

11 **Door County Tourism Zone/Room tax:** Weddig reported tourism zone met after annual meeting
12 to review April numbers. Town down some in April but up overall January through April 2024
13 from last year.

14 **Building Committee:** Stubenvoll reported meeting scheduled for August 5, 2024 at 6:00 p.m.

15 **Coastal Byways:** No report.

16 **Broadband report:** Dennis Steigenberger reported next meeting July 17, 2024 at 2:00 p.m. with
17 a public informational meeting at 1:00 p.m. to assist residents with signing Right of Entry
18 agreements.

19 **County Board Representative Report:** Chomeau reported the last meeting was very brief.

20 **Clerk report:** Reetz reported liquor license and operator licenses have been delivered. Absentee
21 ballots have been mailed. Attending WMCA conference in Madison end of August and completed
22 core clerk training and required election training. Discussions regarding August 13, 2024 ballots.

23 **Treasurer Report:** Cain-Bieri reported she will be out of office the week of July 15 for
24 continuing education training.

25 **Administrator:** Thyssen reported Hill Street and Bluff Lane project is substantially complete.
26 Town and Cedar Corp conducted walkthrough and punch list inspection. Some items were
27 identified and Advanced Construction will be returning to take care of those items. Thyssen also
28 reported upper Bluff sewer inceptor is substantially completed. Sewer lines were tested. Fish
29 Creek Sanitary is receiving discharge. Phase II is being discussed, should be underway similar to
30 23-24 season. Fish Creek Sanitary agreed to assist Town with grinder station issues at the beach.
31 New building permits on pace to match 2024 Speed limit on CTH F and at CTH A and F
32 intersection was reviewed by County and not found to need adjustment. County currently
33 reviewing CTH A at 42 intersection and will report to Town next week about additional speed
34 reduction there. Kudick reported on plans for area where sewer line intercepts with Half Mile
35 Road. Public comment from Angela Sherman regarding speed study on County A.

36 **Chairman:** Sohns reported on status of Redmann property. Grant funding has been secured for
37 all 125 acres of land.

38 **Public Comment:** Public comment from Peery Duderstadt, Phyllis Schott, Bob McDonald, Bill
39 Wolff and Karl Stubenvoll and Gale Ritchey. Chomeau stated we need to let the public know
40 what the public comment policy is and keep it fair and equal.

41 **Consideration of Operator's Licenses 2024-25:** *Motion (Birmingham/Merkle) to approve*
42 *additional 2024-2025 Operator's Licenses. Carried.*

43 **Special Event Request: Another Century LLC: Door County Century September 8, 2024:**
44 John Mory reported on history and particulars of event. *Motion (Selenica/Chomeau) to approve*
45 *Another Century LLC special event request for the Door County Century September 8, 2024.*
46 *Carried.*

47 **Yellowbird Aviation Agreement:** Jeff Drajesk shared background information on Andy Cassetta
48 and his professional and personal qualifications. Drajesk also explained terms of contact and its

1 benefit to the airport. Airport Commission fully supports entering into agreement with Yellowbird.
2 Drajesk explained it's a public airport and legally town cannot refuse to execute the lease. FAA
3 is jurisdiction of public airport. The lease is more of a courtesy and a sign of respect. Thyssen
4 confirmed Town has no governance. Supervisor discussions regarding terms of contract and
5 determination of price of contract. Question from Chomeau regarding what airport and Town can
6 control and if an agreement is even required. Birmingham shared position on contract. Public
7 comment from Judith Kalb, Linda Birmingham, Bill Wolff, Gale Ritchey, Don Kravitz, Sally
8 Everhardus, Beverly Conroy, Kathy Beck, Angela Sherman and Wayne Kudick. Statement from
9 Cassetta to Board and public. *Motion (Merkle/Selenica) to enter agreement with Yellowbird.*
10 *Merkle aye, Selenica aye, Sohns aye, Chomeau nay, Birmingham nay. Carried.*
11 **Consideration of Right of First Refusal for Hangar D-1:** *Motion (Birmingham/Selenica) to*
12 *waive right of first refusal for Hangar D-1. Carried.*
13 **Consideration of Sale of Hangar D-1 to Tim Halbrook:** *Motion (Birmingham/Merkle) to*
14 *approve the sale of Hangar D-1 to Tim Halbrook. Carried.*
15 **Consideration of Lease Agreement for Hangar D-1 with Tim Halbrook:** *Motion*
16 *(Merkle/Sohns) to approve lease agreement for Hangar D-1 with Tim Halbrook. Carried.*
17 **3-way stop sign at Hill and Bluff:** Thyssen reported the combined reconstruction and added
18 vehicle traffic to the area has caused several close calls and near misses for vehicles exiting from
19 the stop sign on Bluff Lane heading east. Thyssen and Chief Roesch reviewed the intersection and
20 agree it has created a hazard for Bluff Lane traffic. Chief Roesch supports adding a stop sign to
21 the North bound travelling lane making that intersection a 3-way stop. Town has extra signs/posts
22 and maintenance will install the sign during regular hours for no fiscal impact on Town. *Motion*
23 *(Merkle/Birmingham) to add stop sign to north-bound Lane of Hill Street. Carried.*
24 **Island View culvert and entrance update:** Discussion on next steps for Island View culvert and
25 entrance off Juddville Road. Island View Road inspection revealed the entrance point needs
26 additional drainage and access off Juddville should be improved. Island View has received LRIP
27 funding and improvements will need to be completed in the next year to remain eligible to collect
28 the funds. Cedar Corp assisting Town staff in designing better runoff design and assisting with
29 culvert installation. Denniss Steigenberger presented options for runoff and culvert. Comment
30 from Bill Weddig. *Motion (Chomeau/Merkle) to move forward with design as presented by Cedar*
31 *Corp to install a culvert and fix the entrance to Island View Road. Carried.*
32 **Highland Road request for speed study:** Resident requested Town Board consider lowering the
33 speed limit from 45 mph on South Highland. Lowering the speed limit would require a speed
34 study. Chief Roesch can complete the speed study. Budget has funds line itemed for signage.
35 *Motion (Birmingham/Merkle) to move forward with Highland Road speed study. Carried.*
36 **Consideration to Amend Ordinance 2022-11 Animals:** Staff recommendation to Amend
37 Ordinance 2022-11 Animals to include the following language: " Owners of dogs who are involved
38 in an incident where any dog makes an unprovoked attack on a person or other animal that causes
39 bodily injury or death and occurs in a place other than the enclosure in which the dog is kept, is
40 liable for additional penalties up to \$500 set by the Town of Gibraltar fee Schedule under this
41 ordinance. *Motion (Merkle/Chomeau) to adopt draft Ordinance 2022-11 as revised to change*
42 *"dog" to "animal." Carried. Public comment from Angela Sherman.*
43 **Consideration to Amend 2024 Fee Schedule—Animals:** *Motion (Chomeau/Selenica) to amend*
44 *2024 Fee Schedule to approve a fee of \$500 for maiming or killing another animal. Carried.*
45 **Road review and maintenance and repairs:** Town conducted road review this spring and
46 identified several roads needing crack filling in 2024. Staff recommends completing outsourced
47 crack filling on Spruce Street, Main to Cottage Row, Maple Street to the dock and the dock parking
48 area, High Ridge Road from EE to the quarry entrance, airport parking lot and Town Center

1 parking lot. Staff will seek bids from crack filling companies and use the lowest bidder. *Motion*
2 *(Sohns/Chomeau) to approve pursuing estimates for crack filling of the above identified roads,*
3 *and allowing staff to proceed with the maintenance effort if the estimates are less than the proposed*
4 *budget. Airport to pay for parking lot. Carried.*

5 **eBike proposal:** Thyssen reported Jeff requested matter be tabled until he can present the Board
6 with more information.

7 **Kinsey House disposition:** Thyssen provided estimate of cost of repairs to Kinsey House and
8 advised on discussions with lawyer as to deed restrictions in the event of a sale. Supervisor
9 discussions regarding maintenance costs, proposed use of building and need to rezone if kept.
10 Supervisor discussions on whether to keep, lease or sell. Public comment from Amy Wilde,
11 Phyllis Schott, Wayne Kudick. *Motion (Selenica/Birmingham) to prepare to sell the Kinsey house*
12 *with deed restrictions and reduced lot size, to be presented for approval to Door County Zoning.*
13 *Sohns aye, Selenica aye, Birmingham aye. Chomeau nay, Merkle nay. Carried.*

14 **Set date for special meeting of electors and elector request:** *Motion (Chomeau/Selenica) to call*
15 *a special meeting of the electors on August 6, 2024 at 6 pm at Old Towne Hall. Carried. Motion*
16 *(Birmingham/Selenica) to approve the following proposed resolution to the electors “To approve*
17 *a resolution authorizing the Town Board of the Town of Gibraltar to solicit bids for sale and*
18 *removal of town real property*”; specifically, the 3 cottages located at 4148 Main St Fish Creek,*
19 *WI 54212 (formerly known as The Shorehaven, The Holiday, and The Coach House cottages)*
20 **buildings only, not real estate” Carried.*

21 **Chambers Island review set date:** Discussions regarding setting a date for review of roads on
22 Chamber’s Island. Review scheduled for July 25 at 3:00 pm.

23 **Capital funds for Redmann land acquisition:** Treasurer provided recap of funds immediately
24 available for Redmann land acquisition pending receipt of grant monies. *Motion*
25 *Merkle/Birmingham to use capital funds for land acquisition as proposed. Carried.*

26 **Payment of Accounts:** *Motion (Birmingham/Selenica) to approve payment of bills. Carried.*

27 **Adjourn to closed session according to Wisconsin State Statutes 19.85(1)(c):** *Motion*
28 *(Selenica/Sohns) to adjourn to closed session at 10:00 p.m. via roll call vote. (Birmingham, Sohn,*
29 *Chomeau, Selenica, Merkle.) Carried.*

30 **Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adopt**
31 **resolution on issues discussed in closed session:** *Motion: (Birmingham/Selenica) to reconvene*
32 *open session at 10:16 p.m. Carried.*

33 **Approve action taken in closed session.** *Motion (Merkle/Birmingham) to approve staff*
34 *compensation recommendation. Carried.*

35 **Adjourn:** *Motion (Chomeau/Selenica) to adjourn at 10:18 p.m. Carried*

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37
38 Respectfully submitted,
39 Laura Reetz, Clerk

**TOWN OF GIBRALTAR
SPECIAL TOWN BOARD MEETING
THURSDAY, JULY 25, 2024
GIBRALTAR TOWN DOCK
4150 MAPLE STREET
FISH CREEK, WI 54212
3:00 PM**

Approved:

Call to order: Chair Sohns called the special meeting to order at 3:00 p.m.

Roll call/quorum:

Board members present: Chair Sohns, Supervisor Merkel and Supervisor Birmingham. Supervisor Chomeau and Supervisor Selenica absent.

Also Present: Administrator Thyssen

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

Consideration of letter of approval Peach Barn Brewery doing business in Peninsula State Park: Administrator Thyssen explained that due to a change in licensing laws, the law asks for secondary approval from a municipality for a business selling alcohol in a State Park. Commissioner discussions with Jason White, owner of Peach Barn. Public comment from Myrv Somerhalder. *Motion (Merkle, Birmingham) for Town Administration to send letter of approval of Peach Barn Brewery doing business in Peninsula State Park. Carried.*

Adjourn: *Motion: (Merkle/Sohns) to adjourn at 3:08 p.m. Carried*

Respectfully submitted,

Laura Reetz, Clerk

To: Town Board

From: Fire Department and Staff

Request:

The Fire Department would like the Town Board to accept the recently awarded Assistance to Fire Fighter grant (AFG) for the amount of \$30000 . The grant was for self contained breathing apparatus(SCBA.)

Background:

AFG is a federal grant that aids emergency services throughout the nation. I applied this spring for assistance in purchasing equipment for our new engine, including SCBA's. We were only awarded the SCBA's as they are a high priority for AFG.

Analysis:

The equipment is necessary and helps the town's future budget as our current SCBA's will need to be replaced in 10 years.

Recommendation:

Staff recommends approval of grant funding.

Fiscal Impact:

The grant funding will have no fiscal impact to our current budget. Our 2% dues were increased this year so funds are available for the 5% (\$1,428.58) match. A budget adjustment will be needed, and we will have to front the money as this is a reimbursement.

Award Letter

U.S. Department of Homeland Security
Washington, D.C. 20472

Effective date: 07/08/2024



Andrew Bertges
TOWN OF GIBRALTAR
P.O. BOX 850
FISH CREEK, WI 54212

EMW-2023-FG-04043

Dear Andrew Bertges,

Congratulations on behalf of the Department of Homeland Security. Your application submitted for the Fiscal Year (FY) 2023 Assistance to Firefighters Grant (FG) Grant funding opportunity has been approved in the amount of \$28,571.42 in Federal funding. As a condition of this grant, you are required to contribute non-Federal funds equal to or greater than 5.00% of the Federal funds awarded, or \$1,428.58 for a total approved budget of \$30,000.00. Please see the FY 2023 FG Notice of Funding Opportunity for information on how to meet this cost share requirement.

Before you request and receive any of the Federal funds awarded to you, you must establish acceptance of the award through the FEMA Grants Outcomes (FEMA GO) system. By accepting this award, you acknowledge that the terms of the following documents are incorporated into the terms of your award:

- Summary Award Memo - included in this document
- Agreement Articles - included in this document
- Obligating Document - included in this document
- 2023 FG Notice of Funding Opportunity (NOFO) - incorporated by reference

Please make sure you read, understand, and maintain a copy of these documents in your official file for this award.

Sincerely,

A handwritten signature in blue ink that reads "P.S. Williams". The signature is written in a cursive style.

PAMELA WILLIAMS
Assistant Administrator, Grant Programs

Summary Award Memo

Program: Fiscal Year 2023 Assistance to Firefighters Grant

Recipient: TOWN OF GIBRALTAR

UEI-EFT: LC34F2SWUL18

DUNS number: 040397312

Award number: EMW-2023-FG-04043

Summary description of award

The purpose of the Assistance to Firefighters Grant program is to protect the health and safety of the public and firefighting personnel against fire and fire-related hazards. After careful consideration, FEMA has determined that the recipient's project or projects submitted as part of the recipient's application and detailed in the project narrative as well as the request details section of the application - including budget information - was consistent with the Assistance to Firefighters Grant Program's purpose and was worthy of award.

Except as otherwise approved as noted in this award, the information you provided in your application for Fiscal Year (FY) 2023 Assistance to Firefighters Grant funding is incorporated into the terms and conditions of this award. This includes any documents submitted as part of the application.

Amount awarded table

The amount of the award is detailed in the attached Obligating Document for Award.

The following are the budgeted estimates for object classes for this award (including Federal share plus your cost share, if applicable):

Object Class	Total
Personnel	\$0.00
Fringe benefits	\$0.00
Travel	\$0.00
Equipment	\$30,000.00
Supplies	\$0.00
Contractual	\$0.00
Construction	\$0.00
Other	\$0.00
Indirect charges	\$0.00
Federal	\$28,571.42
Non-federal	\$1,428.58
Total	\$30,000.00
Program Income	\$0.00

Approved scope of work

After review of your application, FEMA has approved the below scope of work. Justifications are provided for any differences between the scope of work in the original application and the approved scope of work under this award. You must submit scope or budget revision requests for FEMA's prior approval, via an amendment request, as appropriate per 2 C.F.R. § 200.308 and the FY2023 FG NOFO.

Approved request details:

Personal Protective Equipment (PPE)

SCBA: SCBA Unit includes: Harness/Backpack, Face Piece and 2 cylinders

DESCRIPTION

SCBA to fill 4 seat positions. only need 4 bottles

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	4	\$7,500.00	\$30,000.00	Equipment

Equipment

Hose (Attack/Supply)

DESCRIPTION

1.75 Structure hose

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from **16** to **0**

Unit price from **\$355.00** to **\$0.00**

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Appliance(s)/Nozzle(s)

DESCRIPTION

1.5" Nozzles to match existing nozzles

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 2 to 0

Unit price from \$1,500.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Hose (Attack/Supply)

DESCRIPTION

2.5" attack line

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 9 to 0

Unit price from \$440.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Appliance(s)/Nozzle(s)

DESCRIPTION

Ground monitor. It can go anywhere a hand line goes while delivering a much higher volume of water and be operated by a single person

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$3,500.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

IDLH Monitoring Equipment

DESCRIPTION

5 gas monitor- explosive gas sensor, hydrogen sulfide, hydrogen cyanide, Oxygen and carbon monoxide. These are the gases we would encounter. Existing meter has 2 bad sensors and manufacturer states its cheaper and most cost effective to replace as they do not make the Drager 2000 anymore

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$2,500.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Generator - Portable

DESCRIPTION

2200 watt minimum inverter generator. New engine does not have a generator. Our equipment is moving to electric and battery. The generator is required to back up our battery fan, chargers and power tools.

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$1,500.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Thermal Imaging Camera (Must be NFPA 1801 Compliant)

DESCRIPTION

Add to the new engine as our other on the old engine camera is outdated and we can not get batteries for. We have one battery left

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 1 to 0

Unit price from \$8,800.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

Hose (Attack/Supply)

DESCRIPTION

5" supply hose

	QUANTITY	UNIT PRICE	TOTAL	BUDGET CLASS
Cost 1	0	\$0.00	\$0.00	Equipment

CHANGE FROM APPLICATION

Quantity from 5 to 0

Unit price from \$1,400.00 to \$0.00

JUSTIFICATION

This reduction is due to the score your project received relative to other projects.

To: Town Board

From: Staff

Request:

Approve additional 2024-25 Operator License

Background:

2024-2025 Operator Licenses were approved at the June 2024 Town Board Meeting. An application for an operator's license was received on July 11, 2024 for an employee of Lautenbach's Orchard. This is a renewal.

Analysis:

Staff has reviewed and done a background checks for the renewal application.

Recommendation:

Staff has reviewed and supports this request.

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)
41. Brandon Fabry, Bayside (Renewal)
42. Rita M. Dorsch, Lautenbach's (Renewal)

To: Town Board

From: Staff

Request:

Special event request from Evergreen Miniature Golf for a food truck on August 31 and September 26.

Background:

Public food truck events require a special event request and approval from the Town Board. Evergreen is requesting a food truck on August 31 for their MapCap event and September 26 MS fundraising event.

MapCap event description: "We are shaking up your minigolf game! Say farewell to golf putters! Bring along your most unconventional, downright wacky contraption or "club" instead! Get ready to putt your way to victory with a dash of ingenuity and a WHOLE LOT OF FUN!"

MS Fundraising event description: Putt Putt and Pizza for the MS Cure from 1:00 p.m. to 8:00 p.m.

Analysis:

Evergreen golf is not requesting anything additional to their normal day, no change of hours, no band or music, and no signs or banners. They are only requesting the food trucks be allowed at the events.

Recommendation:

Staff has reviewed this request and recommend approval of both events.

Fiscal impact:

None.

clerk

From: Kerry Johnson <wiscokerry@gmail.com>
Sent: Saturday, July 13, 2024 11:10 AM
To: clerk
Subject: Re: special event request

Please cross off the August 3rd date. That was a mistake. Won't need a food truck then.

On Fri, Jul 12, 2024, 12:52 PM Kerry Johnson <wiscokerry@gmail.com> wrote:

Hi,
I've attached a special event request form for the August meeting. Please let me know if I need anything else.
Thank you,

--

Kerry Johnson
Evergreen Miniature Golf
3865 Egg Harbor Rd (Hwy 42)
Fish Creek, WI 54212
608-635-5644
www.evergreenminiaturegolf.com



This e-mail and any files transmitted with it are the property of Evergreen Miniature Golf LLC, are privileged and confidential, and are intended solely for the use of the individual or entity to which this e-mail is addressed. If you are not one of the named recipients or otherwise have reason to believe that you have received this message in error, please notify the sender at (608) 635-5644 and delete this message immediately from your computer. Any other use, retention, dissemination, forwarding, printing, or copying of this e-mail is strictly prohibited. Thank you.

TOWN OF GIBRALTAR

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

SPECIAL EVENT REQUEST

Organization Name: Evergreen Miniature Golf
 Address: 3865 Hwy 42 Fish Creek
 Phone: 608-635-5644

Requestor/Agent Name: Kerry Johnson
 Phone: 608-635-5644

TYPE OF REQUEST

Temp License (Beer) (Wine) n/a
 Direct Sales: miniature golf - seeking to offer food truck concessions for special events
 Use of Town Property: _____
 Temp. Structure Permit: _____

EVENT INFORMATION

Event Name: Glow Ball Miniature Golf → *per 7-13-24 email only*
 Date(s) of Event: ~~August 3rd~~, August 31st, September 26th *8-31 ? 9-26*
 Time(s) of Event: varies from 1:00pm opening to 9:00pm
 Site Location: Evergreen Miniature Golf
 Alternative Site: n/a

Fundraiser? Yes for the Sept 26th event No _____
 Funds Recipient: MS Society Challenge Walk - Mini Golf Fundraising outing
 Address: _____
 Phone: _____

EVENT DESCRIPTION

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

Seeking to have a food truck at each event. ~~Glow Ball (Aug 3rd)~~ MapCap (Aug 31st) *per 7-13-24 email only 8-31 ? 9-26*

MS Fundraising (Sept 26th)
MS Fundraising (Sept 26th)

TOWN RESOURCES

Please indicate if you need municipal services*

Circle all needed:

Fire Department Law Enforcement Public Works

*There may be a \$25 fee/department charged for municipal services,

GIBRALTAR TOWN BOARD ACTION

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

Special
Event

Evergreen Miniature Golf

Fish Creek, WI

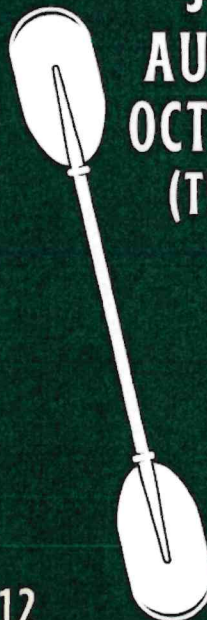
MADCAP MINIGOLF



We are shaking up your minigolf game! Say farewell to golf putters! Bring along your most unconventional, downright wacky contraption or "club" instead! Get ready to putt your way to victory with a dash of ingenuity and a **WHOLE LOT OF FUN!**

EVENT DATES

JULY 6TH
AUGUST 31ST
OCTOBER 18TH
(TIMES: TBA)



Evergreen Miniature Golf
3865 WI-42 Fish Creek, WI 54212
www.evergreenminiaturegolf.com





Putt Putt and Pizza for the MS Cure

challenge
walk



Mini Golf Outing for Multiple Sclerosis

EVENT INFORMATION

SEPTEMBER 26, 2024
1:00PM - 8:00PM
EVERGREEN MINIATURE GOLF
3865 HWY 42
FISH CREEK, WI 54212

SCAN TO REGISTER



EVENT SPONSORS

JERRY'S FLOWERS



DOOR COUNTY INTERIORS
& DESIGN CENTER



MS CHALLENGE WALK | NATIONAL MULTIPLE SCLEROSIS SOCIETY

[HTTPS://SITES.GOOGLE.COM/VIEW/PUTTPUTTANDPIZZA/HOME](https://sites.google.com/view/puttputtandpizza/home)

To: Town Board

From: Staff

Request:

Special event request from Hands On Art Studio for a pop-up art market on August 9 and September 28 from 10 am to 3 pm.

Background:

Karon Ohm from Hands On Art Studio is requesting to hold a pop-up art fair on the Hands On lawn space at 3655 Peninsula Players Road. The vendors will be using tables and tents. All vendors have obtained seller permits from the Town.

Analysis:

The event will take place during Hands On's normal business hours. Hands On has sufficient off-street parking space to accommodate vendors and any additional customer parking the event will draw. Karen is not requesting any special signage to advertise the event.

Recommendation:

Staff has reviewed this request and recommends approval of both events.

Fiscal impact:

None.

TOWN OF GIBRALTAR

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

SPECIAL EVENT REQUEST

Organization Name: Hands On Art Studio
 Address: 3655 Peninsula Pkwy Rd
Fish Creek WI 54212
 Phone: (920) 421 2850

Requestor/Agent Name: Karon Ohm
 Phone: (920) 421. 2850

TYPE OF REQUEST

Temp License (Beer) (Wine) _____
 Direct Sales: Pop up market - Art
 Use of Town Property: _____
 Temp. Structure Permit: _____

EVENT INFORMATION

Event Name: Makers Market Pop Up
 Date(s) of Event: Fri Aug 9 2024 Sat Sept 28 2024
 Time(s) of Event: 10-3
 Site Location: Hands On, 3655 Peninsula Pkwy Rd. Fish Creek
 Alternative Site: _____

Fundraiser? Yes _____ No X

Funds Recipient: _____
 Address: _____
 Phone: _____

EVENT DESCRIPTION

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

Pop Up Art Fair held at Hands On Lawn space by parking lot. vendors will be using tables and tents. Market will be from 10am - 3pm.

TOWN RESOURCES

Please indicate if you need municipal services*

Circle all needed:

Fire Department Law Enforcement Public Works

*There may be a \$25 fee/department charged for municipal services,

GIBRALTAR TOWN BOARD ACTION

Request heard at meeting on: _____

ACCEPTED: _____ Permit Number Issues by Clerk _____

NOT ACCEPTED: _____ Fee required _____

REASON: _____

To: Town Board

From: Staff

Request:

Approval of the Airport agreement for Hanger A-3 sale to Christ Walker 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 hangars, 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. Christ leasing the hangar space.

Recommendation:

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

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 Christ Walker (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 A-3 (42’ wide x 32’ 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 _____ (“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.
4. **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 \$873.60 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, Christ Walker, 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 regulations 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, aprons, 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 interest 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 has obtained a written copy of the Airport's SOPs from Lessor.

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 the 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:

Christ Walker
7430 Mariner Road
Egg Harbor, WI 54209

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.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this ____ day of _____, 2024.

LESSOR:

LESSEE:

Town of Gibraltar

By: _____
Steven Sohns, Chairman

Christ Walker

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 Christ Walker ("Guarantor").

BACKGROUND

A. Christ Walker ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site A-3 (42' wide x 32' 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 Guarantor 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. **Guaranty of Payment**. 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

Christ Walker
7430 Mariner Road
Egg Harbor, WI 54209

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. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Authority.** 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:

Christ Walker

LESSOR:

Town of Gibraltar

*

Village of Ephraim

*

1. The Ephraim-Gibraltar Airport receives significant funding from the Airport Improvement Program (AIP) provided through the FAA. With this funding, the Ephraim-Gibraltar Airport Commission must monitor and be able to demonstrate compliance with FAA Policy as per 14 CFR Chapter I [Docket No. FAA 2014-0463] effective July 1, 2017):

II. Standards for Aeronautical Use of Hangars

- a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.
- b. Aeronautical uses for hangars include:
 1. Storage of active aircraft.
 2. Final assembly of aircraft under construction.
 3. Non-commercial construction of amateur-built or kit-built aircraft.
 4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
 5. Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non- aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.

VI. Sponsor Compliance Actions (relevant sections)

- b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.
- c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.
- e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Therefore:

- a. The primary use of the hangar must be storage of an active aircraft or other aeronautical activity approved by the Airport Commission. Time for repairs on non-active/non-operational aircraft shall be limited to six (6) months and time for full aircraft restoration or construction projects shall be limited to two (2) years, unless otherwise approved by the Airport Commission.
- b. Other uses in addition to aircraft storage are allowed as listed in Section 4 below or as approved by the Airport Commission.

- c. The primary aircraft stored in the hangar must be owned or leased, either fully or partially, by the hangar owner/Lessor or a legal entity of which the owner/Lessor is a part.
 - i. Aircraft registration numbers are to be promptly filed with the Gibraltar Town Clerk.
 - ii. In addition to the primary aircraft, the hangar owner/Lessor may allow others to store aircraft or other items as stated in the Lease or these SOPs.
 - d. After the hangar owner/Lessor has established primary use with their own aircraft, the owner/Lessor may enter into a sublease agreement under the conditions of the Sublease Policy and with approval of the Ephraim-Gibraltar Airport Commission. The Term of this sublease will be for a period of six (6) months and will generally be limited to the winter months between November and May unless otherwise approved by the Airport Commission.
 - e. Hangar Use
 - i. The hangar must be actively used by the hangar owner/Lessor for a significant portion of time or frequency during a calendar year.
 - ii. In general, non-use for aircraft storage is allowed during the winter (November through May) or for reasonable periods of aircraft maintenance. The owner/Lessor must notify the Airport Commission of any extended periods of non-use for aeronautical purposes.
 - iii. Storage of non-aeronautical materials is allowed providing they do not impede the movement of the primary aircraft in or out of the hangar or access to other approved aeronautical contents of the hangar.
2. Security – see “Airport Hangar Lease”, all terms of which always apply.
3. Commercial Activities
- a. The Airport will be available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport (per FAA Airport Sponsor Assurances 5/2022).
 - b. No person shall engage in any business or commercial activity whatsoever at the Airport except under the terms and conditions prescribed in a written agreement executed between such person and the Airport Owner(s). Such persons, including Lessees, shall be selected on the basis of their qualifications, financial capabilities, and services offered and not solely on a bid basis. Copies of such agreements shall be provided to the Wisconsin Bureau of Aeronautics.

4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. Hangars must have a 4/12 roof pitch with at least an 8" overhang and not exceed 35' in height.
- c. The hangar base must be concrete for all new hangar construction.
- d. All hangars must provide a concrete apron that extends outward for 5 feet and extends to meet the apron of the neighboring hangar, whichever is wider, on each side.
 - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
 - ii. The contractor must verify/set the first-floor elevation with the hangar owner to obtain a manageable apron slope (not too steep) and maintain drainage away from the hangar.
- e. Hangar color must be the same as present (beige)
- f. No more than twenty gallons of flammable liquids may be stored in the hangar, whether above or below ground. All fuels must be stored in appropriate containers approved for fuel storage, with the contents clearly labeled. No fueling of aircraft is allowed inside hangars and the aircraft must be totally outside of the hangar during the refueling operation.
- g. Each hangar owner must properly dispose of that owner's own waste oil/grease etc.
- h. Hangars must be equipped with a minimum of one (1) 10 pound ABC fire extinguisher located adjacent to the entrance door.
- i. Hangars will be subjected to annual inspection, and a Lock Box (for emergency service use only) is installed at the front of the SRE building. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. It is the responsibility of the hangar owner to clear snow within 3' of the front of the hangar.
- k. Storage of vehicles or other items is only allowed inside an owner's hangar, and hangar owners are not exempt from overnight parking fees for vehicles parked in the parking lot.

5. Other Requirements

- a. No outside storage next to the hangar shall be allowed.
- b. No improvements outside of the aircraft hangar may be made without prior written approval from the Commission.
- c. It is the responsibility of the hangar owner to clear snow within 3' of the front of the hangar.

6. Automobile Parking Requirements (for the Airport Parking Lot)

- a. Posted fees must be paid.
- b. A current permit must be displayed from the vehicle's rear-view mirror.
- c. A completed application must be on file with the following information:
 - i. Owner name
 - ii. Address
 - iii. License number
 - iv. Type and description of vehicle
 - v. Contact telephone number
- d. A duplicate vehicle key is to be secured in Airport Office.
- e. Any change in vehicle is to be logged with the Airport Office.

For Hangar Lessee:

I have read, understand and commit to comply with these Standard Operating Procedures.

Name: _____

Hangar Number: _____

Address: _____

Signature: _____

Date: _____

*Note: Standard Operating Procedures can be promulgated from time to time.

To: Town Board

From: Staff

Request:

Speed determination of Highland Road from Highway A to Shady Lane

Background:

Town residents have asked to have a speed study conducted on Highland Road at the intersection of County Highway A and Highland to the intersection of Highland and Shady Lane

Town board directed staff at the July meeting to conduct a study of the current speed of the road and determine if a change is warranted.

Analysis:

Police Chief Roesch for four weeks completed a variety of tests to gather information including speed boards, travel tracking (testing various speeds entering and exiting the intersections) visual inspections, and review of driveway distances.

The results of the study indicate, the driveway spacing doesn't meet the state distance indicator for reduction, the angle of the entry off County Highway A currently shows speeds under the posted limits, and the speeds remain under the posted limits past Shady Lane.

Because of the data acquired, and the state speed recommendation standards, Chief Roesch believes there is no reason to change the current posted limits.

Recommendation:

Staff recommend following the state guidelines and keeping the limits the same.

Fiscal Impact:

Chief Roesch time and efforts were covered in the police budget.

**SECTION 00 63 63
CHANGE ORDER NO.: 4**

Owner:	Town of Gibraltar	Owner's Project No.:	
Engineer:	Cedar Corporation	Engineer's Project No.:	5073-0014
Contractor:	Advance Construction	Contractor's Project No.:	
Project:	Bluff Lane/Hill Street Reconstruction		
Contract Name:	A-23	Effective Date of	
Date Issued:	July 25, 2024	Change Order:	August 7, 2024

The Contract is modified as follows upon execution of this Change Order:

Description:

See Attachment.

Attachments:

See Attachment.

Change in Contract Price	Change in Contract Times
Original Contract Price: \$ <u>789,253.80</u>	Original Contract Times (Phase 1): Substantial Completion: <u>December 30, 2023</u> Ready for final payment: <u>June 14, 2024</u>
[Increase] [Decrease] from previously approved Change Orders No. 1 to No. 3 \$ <u>9,286.00</u>	[Increase] [Decrease] from previously approved Change Orders No.1 to No. 1: Substantial Completion: <u>None</u> Ready for final payment: <u>None</u>
Contract Price prior to this Change Order: \$ <u>798,539.80</u>	Contract Times prior to this Change Order (Phase 1): Substantial Completion: <u>December 30, 2023</u> Ready for final payment: <u>June 14, 2024</u>
[Increase] [Decrease] this Change Order: \$ <u>23,763.41</u>	[Increase] [Decrease] this Change Order: Substantial Completion: <u>0 Calendar Days</u> Ready for final payment: <u>0 Calendar Days</u>
Contract Price incorporating this Change Order: \$ <u>822,303.21</u>	Contract Times with all approved Change Orders (Phase 1): Substantial Completion: <u>December 30, 2023</u> Ready for final payment: <u>June 14, 2024</u>

Recommended by Engineer (if required)	Accepted by Contractor
By: _____	 _____
Title: _____	Project Manager
Date: _____	7/30/24
Authorized by Owner	Approved by Funding Agency (if applicable)
By: _____	_____
Title: _____	_____
Date: _____	_____

Change Order No. 4
Town of Gibraltar
Bluff Lane/Hill Street Reconstruction
Contract "A-23"

1. Due to the driveway slope, a French drain was added to the detached garage structure. The on-grade French type drain was installed in front of the overhead door. The Contractor is requesting payment as follows:

Garage French Drain	1 LS @ \$895.00/LS	\$895.00
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2. Handicap pavement marking style was changed to match existing markings within the Town. The contractor is requesting additional payment as follows:

Handicap Pavement Marking (Blue) 3 EA @ \$38/EA		\$114.00
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3. Decorative stone was installed along the road at 4155 Bluff Lane to match existing landscaping. The contractor is requesting additional payment as follows:

Landscaping Stone	1 LS @ \$1,894.00/LS	\$1,894.00
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4. Adjustment of estimated bid quantities to actual quantities installed is required for the unit price contract. See attached summary of adjustments.

Adjustment		\$20,860.41
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Total Change Order No. 4		\$23,763.41
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FINAL QUANTITIES

Client Name: Town of Gibraltar

Contract No.: A23

Project Name: Bluff Lane - Hill Street Reconstruction

Project Location: Town of Gibraltar

Prepared By: Rebecca Messer

Date: July 25, 2024

Project No.: 5073-0014

ITEM #	DESCRIPTION	Units	Estimated #	Final #	Unit Price	Estimated Totals	Final Totals	Difference
SANITARY SEWER								
1	MANHOLE FRAME ADJUSTMENTS	EA.	5.0	5.0	\$1,000.00	\$ 5,000.00	\$ 5,000.00	\$ -
STORM SEWER								
2	12" RCP STORM SEWER MAINLINE	L.F.	970.0	964.5	\$93.00	\$ 90,210.00	\$ 89,698.50	\$ (511.50)
3	12" RCP STORM SEWER LEADS	L.F.	230.0	222.0	\$95.00	\$ 21,850.00	\$ 21,090.00	\$ (760.00)
4	STORM MANHOLE, 4' DIA.	EA.	4.0	4.0	\$5,280.00	\$ 21,120.00	\$ 21,120.00	\$ -
5	STORM MANHOLES, TYPE "S", 4' DIA.	EA.	4.0	4.0	\$4,930.00	\$ 19,720.00	\$ 19,720.00	\$ -
6	INLETS	EA.	9.0	9.0	\$4,465.00	\$ 40,185.00	\$ 40,185.00	\$ -
7	CATCH BASINS	EA.	2.0	2.0	\$4,465.00	\$ 8,930.00	\$ 8,930.00	\$ -
8	SPECIAL INLETS (PLAN SHEET 6)	EA.	2.0	2.0	\$18,000.00	\$ 36,000.00	\$ 36,000.00	\$ -
9	SANITARY SEWER DIG DOWN	EA.	3.0	2.0	\$750.00	\$ 2,250.00	\$ 1,500.00	\$ (750.00)
STREET								
10	SAW CUT ASPHALT	L.F.	525.0	469.0	\$3.50	\$ 1,837.50	\$ 1,641.50	\$ (196.00)
11	SAW CUT CONCRETE	L.F.	45.0	53.0	\$4.50	\$ 202.50	\$ 238.50	\$ 36.00
12	REMOVE EXISTING INLET (BLUFF)	EA.	1.0	1.0	\$600.00	\$ 600.00	\$ 600.00	\$ -
13	REMOVE EXISTING INLET (HILL)	EA.	2.0	2.0	\$600.00	\$ 1,200.00	\$ 1,200.00	\$ -
14	REMOVE EXISTING CULVERT	L.F.	35.0	67.0	\$14.00	\$ 490.00	\$ 938.00	\$ 448.00
15	REMOVE CONCRETE SIDEWALK	S.Y.	100.0	159.1	\$9.00	\$ 900.00	\$ 1,431.54	\$ 531.54
16	REMOVE CURB AND GUTTER	L.F.	130.0	128.0	\$6.00	\$ 780.00	\$ 768.00	\$ (12.00)
17	REMOVE ASPHALT DRIVEWAYS	S.Y.	690.0	788.00	\$6.00	\$ 4,140.00	\$ 4,728.00	\$ 588.00
18	GRUB STUMPS	EA.	14.0	18.0	\$380.00	\$ 5,320.00	\$ 6,840.00	\$ 1,520.00
19	REMOVE BRICK PAVERS	S.Y.	330.0	328.00	\$27.70	\$ 9,141.00	\$ 9,085.60	\$ (55.40)
20	REMOVE/REPLACE SIGN (INCLUDING LIGHTING)	EA.	1.0	1.0	\$2,600.00	\$ 2,600.00	\$ 2,600.00	\$ -
21	REMOVE FENCE	L.F.	15.0	23.00	\$10.00	\$ 150.00	\$ 230.00	\$ 80.00
22	REMOVE EXISTING STREET LIGHT POLES/BASES	EA.	3.0	3.0	\$1,800.00	\$ 5,400.00	\$ 5,400.00	\$ -
23	PULVERIZE EXISTING ASPHALT ROADWAY	S.Y.	4,500.0	4,402.00	\$4.00	\$ 18,000.00	\$ 17,608.00	\$ (392.00)
24	COMMON EXCAVATION - ROADWAY & BEHIND CURB	C.Y.	1,400.0	1,400.0	\$15.30	\$ 21,420.00	\$ 21,420.00	\$ -
25	FILL MATERIAL BEHIND CURB AND GUTTER	L.S.	1.0	1.00	\$20,000.00	\$ 20,000.00	\$ 20,000.00	\$ -
26	CONCRETE CURB AND GUTTER	L.F.	3,110.0	3,125.0	\$25.15	\$ 78,216.50	\$ 78,593.75	\$ 377.25



FINAL QUANTITIES

Client Name: Town of Gibraltar

Project No.: 5073-0014

Contract No.: A23

Project Name: Bluff Lane - Hill Street Reconstruction

Project Location: Town of Gibraltar

Prepared By: Rebecca Messer

Date: July 25, 2024

ITEM #	DESCRIPTION	Units	Estimated #	Final #	Unit Price	Estimated Totals	Final Totals	Difference
27	6" PEDESTRIAN CURB	L.F.	55.0	48.50	\$40.00	\$ 2,200.00	\$ 1,940.00	\$ (260.00)
28	SIDEWALK, 4"	S.F.	3,420.0	3,179.0	\$9.00	\$ 30,780.00	\$ 28,611.00	\$ (2,169.00)
29	SIDEWALK, 6"	S.F.	530.0	496.00	\$10.50	\$ 5,565.00	\$ 5,208.00	\$ (357.00)
30	BRICK WALKWAY	S.F.	200.0	200.0	\$31.00	\$ 6,200.00	\$ 6,200.00	\$ -
31	RETAINING WALL (HILL ST. STA. 104+88 TO 105+20)	L.F.	32.0	32.00	\$250.00	\$ 8,000.00	\$ 8,000.00	\$ -
32	CONCRETE APRONS (6")	S.F.	1,755.0	2,757.3	\$10.50	\$ 18,427.50	\$ 28,951.65	\$ 10,524.15
33	ROCK GRINDING	L.F.	600.0	202.0	\$85.00	\$ 51,000.00	\$ 17,170.00	
34	BASE AGGREGATE 1-1/4" (OFF SITE)	TONS	1,700.0	0.0	\$19.00	\$ 32,300.00	\$ -	
35	REUSED PULVERIZED FOR BASE AGGREGATE	C.Y.	400.0	370.0	\$4.00	\$ 1,600.00	\$ 1,480.00	\$ (120.00)
36	PULVERIZE STORM SEWER TRENCH AND REUSE	S.Y.	1,350.0	750.0	\$4.25	\$ 5,737.50	\$ 3,187.50	\$ (2,550.00)
37	HMA BINDER	TONS	500.0	519.2	\$158.25	\$ 79,125.00	\$ 82,157.07	\$ 3,032.07
38	HMA SURFACE	TONS	350.0	389.0	\$143.50	\$ 50,225.00	\$ 55,817.20	\$ 5,592.20
39	HMA DRIVEWAYS (3")	TONS	55.0	63.4	\$350.00	\$ 19,250.00	\$ 22,197.00	\$ 2,947.00
40	PAVEMENT MARKING - LINES (SINGLE 4")	L.F.	1,900.0	1,689.0	\$0.95	\$ 1,805.00	\$ 1,604.55	\$ (200.45)
41	PAVEMENT MARKING - LINES (SINGLE 6")	L.F.	134.0	258.0	\$4.45	\$ 596.30	\$ 1,148.10	\$ 551.80
42	PAVEMENT MARKING - HANDICAP - WHITE	EA.	2.0	3.0	\$30.00	\$ 60.00	\$ 90.00	\$ 30.00
MISCELLANEOUS								
43	TRACKING PAD	EA.	1.0	0.0	\$1,000.00	\$ 1,000.00	\$ -	\$ (1,000.00)
44	INLET PROTECTION	EA.	4.0	2.0	\$80.00	\$ 320.00	\$ 160.00	\$ (160.00)
45	SILT FENCE	L.F.	560.0	60.0	\$2.50	\$ 1,400.00	\$ 150.00	\$ (1,250.00)
46	RESTORATION (TOPSOIL, SEED, FERTILIZER, MULCH)	S.Y.	1,600.0	2,100.0	\$5.00	\$ 8,000.00	\$ 10,500.00	\$ 2,500.00
47	TRAFFIC CONTROL	LS	1.0	1.0	\$15,000.00	\$ 15,000.00	\$ 15,000.00	\$ -
ALLOWANCES								
	TESTING AND INSPECTION ALLOWANCE	DOL.	5,000.0	4,941.6	\$1.00	\$ 5,000.00	\$ 4,941.55	\$ (58.45)
	STREET LIGHTING (BLUFF LANE) ALLOWANCE	DOL.	30,000.0	0.0	\$1.00	\$ 30,000.00	\$ -	



FINAL QUANTITIES

Client Name: Town of Gibraltar Project No.: 5073-0014
 Contract No.: A23
 Project Name: Bluff Lane - Hill Street Reconstruction
 Project Location: Town of Gibraltar
 Prepared By: Rebecca Messer
 Date: July 25, 2024

ITEM #	DESCRIPTION	Units	Estimated #	Final #	Unit Price	Estimated Totals	Final Totals	Difference
BASE BID - DIFFERENCE								
CHANGE ORDER ADJUSTMENTS								
	EXCAVATION BELOW SUBGRADE	C.Y.	91.0	110.0	\$25.00	\$ 2,275.00	\$ 2,750.00	\$ 475.00
	OFF-SITE BASE AGGREGATE, 1-1/4", SOURCE NO. 1	TON	1,800.0	2,038.0	\$11.00	\$ 19,800.00	\$ 22,418.00	\$ 2,618.00
	STREET LIGHTING	DOL.	31,505.0	31,316.2	\$1.00	\$ 31,505.00	\$ 31,316.20	\$ (188.80)
TOTAL PROJECT - DIFFERENCE								\$ 20,860.41

Contractor's Application for Payment No. Six (6) FINAL

To (Owner): Town of Gibraltar Project: Bluff Lane - Hill Street Reconstruction Owner's Contract No:	Application Period: 7/1/24 to 7/19/24 From (Contractor): 2141 Woodale Avenue Green Bay, WI 54313 Contract: A-23 Contractor's Project No:
Advance Construction, Inc.	
Application Date: 8/7/2024	
Via (Engineer): Cedar Corporation	
Engineer's Project No: 5073-0014	

Application For Payment Change Order Summary

Approved Change Orders	Additions	Deductions	
1	\$11,280.00	\$9,014.00	
2	\$7,020.00		
3	\$23,763.41		
4			
TOTALS		\$42,063.41	\$9,014.00
NET CHANGE BY		\$33,049.41	
CHANGE ORDERS			

Contractor's Certification

The undersigned Contractor certifies, to the best of its knowledge, the following:

(1) All previous progress payments received from Owner on account of Work done under the Contract have been applied on account to discharge Contractor's legitimate obligations incurred in connection with the Work covered by prior Applications for Payment;

(2) Title to all Work, materials and equipment incorporated in said Work, or otherwise listed in or covered by this Application for Payment, will pass to Owner at time of payment free and clear of all Liens, security interests, and encumbrances (except such as are covered by a bond acceptable to Owner indemnifying Owner against any such Liens, security interest, or encumbrances); and

(3) All the Work covered by this Application for Payment is in accordance with the

Contractor Signature:  Date: 7/30/24

1. ORIGINAL CONTRACT PRICE:..... \$789,253.80
2. Net change by Change Orders:..... \$33,049.41
3. Current Contract Price (Line 1 ± 2)..... \$822,303.21
4. TOTAL COMPLETED AND STORED TO DATE
(Column I total on Progress Estimates)..... \$822,303.21
5. RETAINAGE:
 - a. 50% of Current Contract Price.....
 - b. Stored Material.....
 - c. Total Retainage (Line 5.a + Line 5.b)..... \$822,303.21
6. AMOUNT ELIGIBLE TO DATE (Line 4 - Line 5.c)..... \$777,950.36
7. LESS PREVIOUS PAYMENTS (Line 6 from prior Application)..... \$44,352.85
8. AMOUNT DUE THIS APPLICATION.....

Payment of: \$ 44,352.85
(Line 8 or other - attach explanation of the other amount)

is recommended by: _____ (Engineer) _____ (Date)

Payment of: \$ 44,352.85
(Line 8 or other - attach explanation of the other amount)

is approved by: _____ (Owner) _____ (Date)

Approved by: _____ Funding or Financing Entity (if applicable) _____ (Date)

Unit Price Progress Estimate

Contractor's Application

Project: Bluff Lane - Hill Street Reconstruction		Application Number: SIX (6) FINAL																		
Application Period: 7/1/24 to 7/19/24		Application Date: August 7, 2024																		
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	B		C		D		E		F		G		H		I	J	
				Previous Applications Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount			Quantity
SANITARY SEWER																				
1	MANHOLE FRAME ADJUSTMENTS	5 EA.	\$1,000.00	5	\$5,000.00															
SUBTOTAL - SANITARY SEWER																				
STORM SEWER																				
2	12" RCP STORM SEWER MAINLINE	970 L.F.	\$93.00	964.5	\$89,698.50															
3	12" RCP STORM SEWER LEADS	230 L.F.	\$95.00	222	\$21,090.00															
4	STORM MANHOLE, 4' DIA.	4 EA.	\$5,280.00	4	\$21,120.00															
5	STORM MANHOLES, TYPE "S", 4' DIA.	4 EA.	\$4,930.00	4	\$19,720.00															
6	INLETS	9 EA.	\$4,465.00	9	\$40,185.00															
7	CATCH BASINS	2 EA.	\$4,465.00	2	\$8,930.00															
8	SPECIAL INLETS (PLAN SHEET 6)	2 EA.	\$18,000.00	2	\$36,000.00															
9	SANITARY SEWER DIG DOWN	3 EA.	\$750.00	2	\$1,500.00															
SUBTOTAL - STORM SEWER					\$238,243.50															
STREET																				
10	SAW CUT ASPHALT	525 L.F.	\$3.50	469	\$1,641.50															
11	SAW CUT CONCRETE	45 L.F.	\$4.50	53	\$238.50															
12	REMOVE EXISTING INLET (BLUFF)	1 EA.	\$600.00	1	\$600.00															
13	REMOVE EXISTING INLET (HILL)	2 EA.	\$600.00	2	\$1,200.00															
14	REMOVE EXISTING CULVERT	35 L.F.	\$14.00	67	\$938.00															
15	REMOVE CONCRETE SIDEWALK	100 S.Y.	\$9.00	159.06	\$1,431.54															
16	REMOVE CURB AND GUTTER	130 L.F.	\$6.00	128	\$768.00															
17	REMOVE ASPHALT DRIVEWAYS	690 S.Y.	\$6.00	788	\$4,728.00															
18	GRUB STUMPS	14 EA.	\$380.00	18	\$6,840.00															
19	REMOVE BRICK PAVERS	330 S.Y.	\$27.70	328	\$9,085.60															
20	REMOVE/REPLACE SIGN (INCLUDING LIGHTING)	1 EA.	\$2,600.00	1	\$2,600.00															
21	REMOVE FENCE	15 L.F.	\$10.00	23	\$230.00															
22	REMOVE EXISTING STREET LIGHT POLES/BASES	3 EA.	\$1,800.00	3	\$5,400.00															
23	PULVERIZE EXISTING ASPHALT ROADWAY	4500 S.Y.	\$4.00	4402	\$17,608.00															
24	COMMON EXCAVATION - ROADWAY & BEHIND CURB	1400 C.Y.	\$15.30	1400	\$21,420.00															
25	FILL MATERIAL BEHIND CURB AND GUTTER	1 L.S.	\$20,000.00	1	\$20,000.00															
26	CONCRETE CURB AND GUTTER	3110 L.F.	\$25.15	3125	\$78,593.75															
27	6" PEDESTRIAN CURB	55 L.F.	\$40.00	48.5	\$1,940.00															
28	SIDEWALK, 4"	3420 S.F.	\$9.00	3179	\$28,611.00															
29	SIDEWALK, 6"	530 S.F.	\$10.50	496	\$5,208.00															
30	BRICK WALKWAY	200 S.F.	\$31.00	200	\$6,200.00															
31	RETAINING WALL (HILL ST. STA. 104+88 TO 105+20)	32 L.F.	\$250.00	32	\$8,000.00															
32	CONCRETE APRONS (6")	1755 S.F.	\$10.50	2643	\$27,751.50															
33	ROCK GRINDING	600 L.F.	\$85.00	202	\$17,170.00															
34	BASE AGGREGATE 1-1/4" (OFF SITE)	1700 TONS	\$19.00	114.3	\$1,200.15															
35	REUSED PULVERIZED FOR BASE AGGREGATE	400 C.Y.	\$4.00	370	\$1,480.00															
36	PULVERIZE STORM SEWER TRENCH AND REUSE	1350 S.Y.	\$4.25	750	\$3,187.50															

Unit Price Progress Estimate

Contractor's Application

Project: Bluff Lane - Hill Street Reconstruction		Application Number: Six (6) FINAL																	
Application Period: 7/1/24 to 7/19/24		Application Date: August 7, 2024																	
Bid No.	Item Description	Estimated Bid Quantity	Unit Price	B		C		D		E		F		G		H		I	J
				Previous Applications Quantity	Amount	Quantity	Amount	This Application Quantity	Amount	Quantity	Amount	Quantity	Amount	Quantity	Amount	Total Completed & Stored to Date (C+E+G) Quantity	Amount		
37	HMA BINDER	500 TONS	\$158.25	519.16	\$82,157.07												519.16	\$82,157.07	103.8%
38	HMA SURFACE	350 TONS	\$143.50	388.97	\$55,817.20												388.97	\$55,817.20	111.1%
39	HMA DRIVEWAYS (3")	55 TONS	\$350.00	63.42	\$22,197.00												63.42	\$22,197.00	115.3%
40	PAVEMENT MARKING - LINES (SINGLE 4")	1900 L.F.	\$0.95	1689	\$1,604.55												1689	\$1,604.55	88.9%
41	PAVEMENT MARKING - LINES (SINGLE 6")	134 L.F.	\$4.45	258	\$1,148.10												258	\$1,148.10	192.5%
42	PAVEMENT MARKING - HANDICAP - WHITE	2 EA.	\$30.00	3	\$90.00												3	\$90.00	150.0%
SUBTOTAL - STREET					\$429,684.81						\$7,400.15							\$437,084.96	
MISCELLANEOUS																			
43	TRACKING PAD	1 EA.	\$1,000.00	2	\$160.00												2	\$160.00	50.0%
44	INLET PROTECTION	4 EA.	\$80.00	60	\$150.00												60	\$150.00	10.7%
45	SILT FENCE	560 L.F.	\$2.50	1800	\$9,000.00												2100	\$10,500.00	131.3%
46	RESTORATION (TOPSOIL, SEED, FERTILIZER, MULCH)	1600 S.Y.	\$5.00	1	\$15,000.00												1	\$15,000.00	100.0%
47	TRAFFIC CONTROL	1 LS	\$15,000.00	1	\$24,310.00												1	\$25,810.00	
SUBTOTAL - MISCELLANEOUS					\$24,310.00						\$1,500.00							\$25,810.00	
ALLOWANCES																			
TESTING AND INSPECTION ALLOWANCE		5000 DOL	\$1.00	4941.55	\$4,941.55												4941.55	\$4,941.55	98.8%
STREET LIGHTING (BLUFF LANE) ALLOWANCE		30000 DOL	\$1.00																
CHANGE ORDER NO. 1																			
IMPORT GRAVEL BACKFILL		1034 TONS	\$24.00	1034	\$24,816.00												1034	\$24,816.00	100.0%
CHANGE ORDER NO. 2																			
SAWCUT SIDEWALK CURB		1 L.S.	\$500.00	1	\$500.00												1	\$500.00	100.0%
EXCAVATION BELOW SUBGRADE		91 C.Y.	\$25.00	110	\$2,750.00												110	\$2,750.00	120.9%
OFF-SITE BASE AGGREGATE, 1-1/4", SOURCE NO. 1		1800 TON	\$11.00	2038	\$22,418.00												2038	\$22,418.00	113.2%
OFF-SITE BASE AGGREGATE, 1-1/4", SOURCE NO. 2		1300 TON	\$15.00	1300	\$19,500.00												1300	\$19,500.00	100.0%
2" PVC CONDUIT W/ WIRING (6) 10GA LINES		665 L.F.	\$16.00	330	\$5,280.00												653.2	\$10,451.20	98.2%
PULL BOX		3 EA	\$1,850.00	3	\$5,550.00												3	\$5,550.00	100.0%
CONCRETE LIGHT POLE BASE		4 EA	\$1,975.00	4	\$7,900.00												4	\$7,900.00	100.0%
INSTALL OWNER PROVIDED POLES, LUMINAIRES, ANCHOR BOLTS AND WIRELESS NODES		4 EA	\$935.00	4	\$3,740.00												4	\$3,740.00	100.0%
UTILITY METER AND LOAD CENTER		1 EA	\$3,675.00	1	\$3,675.00												1	\$3,675.00	100.0%
CHANGE ORDER NO. 3																			
RED COLORED SIDEWALK		240 S.F.	\$29.25	240	\$7,020.00												240	\$7,020.00	100.0%
CHANGE ORDER NO. 4																			
GARAGE FRENCH DRAIN		1 LS	\$895.00	1	\$895.00												1	\$895.00	100.0%
HANDICAP PAVEMENT MARKING - BLUE		3 EA	\$38.00	3	\$114.00												3	\$114.00	100.0%
LANDSCAPING STONE		1 LS	\$1,894.00	1	\$1,894.00												1	\$1,894.00	100.0%
QUANTITY ADJUSTMENT																			
TOTAL					\$797,913.86						\$24,389.35							\$822,303.21	

To: Town Board

From: Staff

Request:

Approve the final payment (less hold funds) to Advance Construction and approve change the final numbers for the project.

Background:

The Town of Gibraltar completed a reconstruction of Hill St. and Bluff Lane. To solicit the best bids the town proceeded with measured quantities. This allows the town to be credited when quantities are less and pay for those that exceed the proposed quantities. This process eliminates padded estimates because of uncertainty.

The estimate contains a contingency to cover any unexpected changes or overages.

Analysis:

Cedar Corporation has completed the final quantities measurements and has presented the final change order and payout, less the hold for the remaining uncompleted items.

Cedar reports the project has come in under the projected project costs and has inspected the project for workmanship. Cedar is satisfied with the numbers and the workmanship, however there are a few items to be rectified. Cedar is confident in the board approving the final change order.

Recommendation:

Staff and Cedar Corporation recommend accepting the final change order of quantities used and authorizing the final payment.

Fiscal Impact:

The project amount s was allocated in the 2024 budget and the funds will be removed from these account line items.

**Amendment to Natural Zone
Easement**

Recording Area

Name and Return Address

Attorney Robert R. Gagan
Law Firm of Conway, Olejniczak & Jerry, S.C.
PO Box 23200
Green Bay, WI 54305

014-17-0052; 014-17-0053; 014-17-0052

Parcel Identification Number (PIN)

Draft By:
Attorney Robert R. Gagan
Law Firm of Conway, Olejniczak & Jerry, S.C.

Amendment to Natural Zone Easement

This Amendment to Natural Zone Easement (the “Amendment”) is made and entered into as of the latest date appearing adjacent to any of the signatures below, by and between the Town of Gibraltar (“Grantor”) and the Jon A. Blahnik and Christianna N. Blahnik Revocable Trust U/A August 21, 2006 (“Grantee”).

RECITALS

WHEREAS, Grantor and Grantee entered into a Natural Zone Easement dated July 22, 2021 and recorded with the Door County Register of Deeds on August 4, 2021 as Document No. 845097 (the “Agreement”); and

WHEREAS, Grantor and Grantee desire to amend Section 4(c) of the Agreement to provide additional time for Grantor to construct a new fire department building.

AGREEMENT

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the receipt and sufficiency of which is hereby acknowledged, Grantor and Grantee agree as follows:

1. Subject to the terms and conditions of this Amendment and the Agreement, Grantor and Grantee agree that Grantor shall have until August 31, 2025 to complete construction of a new fire station building.
2. Except as specifically modified by this Amendment, the Agreement shall remain in full force and effect.
3. All capitalized terms in this Amendment shall have the same meaning as in the Agreement.

[SIGNATURE PAGE TO FOLLOW]

GRANTEE

Jon A. Blahnik and Christianna N. Blahnik
Revocable Trust U/A August 21, 2006

Date: 7/17/2024

By: [Signature], Trustee
Jon A. Blahnik, Trustee

By: [Signature], Trustee
Christianna N. Blahnik, Trustee

STATE OF WISCONSIN)
) ss.
COUNTY OF DOOR)

Personally came before me this 17 day of July, 2024, the above-named Jon A. Blahnik and Christianna N. Blahnik, to me known to be the person who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

CADY PASCHKE
Notary Public
State of Wisconsin

[Signature]
Printed Name: Cady Paschke
Notary Public, State of Wisconsin
My Commission Expires: 01/28/2028

#5084032

GRANTOR

Town of Gibraltar

Date: _____

By: _____
Steve Sohns, Chairman

STATE OF WISCONSIN)
) ss.
COUNTY OF _____)

Personally came before me this ____ day of _____, 2024, the above-named Steve Sohns, to me known to be the person who executed the foregoing instrument by its authority and on its behalf and acknowledged the same.

Printed Name: _____
Notary Public, State of Wisconsin
My Commission Expires: _____

To: Town Board

From: Staff

Request:

Approve the extension agreement with Mr. Blahnik to accept the land donation to build a fire station building.

Background:

Mr. Blahnik who owns property on Chambers Island has donated a portion of his property to the Town of Gibraltar to construct a fire equipment housing building.

The contract has expired, and Mr. Blahnik has agreed to extend the substantial completion date for the station by 1 year.

The town staff has been actively trying to complete this project for three years. Logistics has been the biggest hurdle; however, we are ready to move to the next stage of clearing the lot and prepping for a slab.

Analysis:

This is the best location for the new building and the land is donated. The extension will give time to complete the project.

Recommendation:

Fire Department and Staff support signing the extension agreement amendment.

Fiscal Impact:

\$500.00 to cover the legal costs and paperwork. This will be taken out of the town's legal fees line item.

To: Town Board

From: Staff

Request:

Apply for and accept the Door County ARPA funds for broadband

Background:

Door County has allocated to each community a dollar amount per qualified resident to assist with installation of high-speed internet.

Analysis:

The Town of Gibraltar is in a position to ask for these funds and put this toward reduction of the total contract amount

The staff has talked with Bertram about collection of these funds, and it will not interfere with future grant applications.

Recommendation:

Staff recommends we apply for and accept the ARPA funds from Door County.

Fiscal Impact:

All the funds received will go toward reduction of the contract amount to install high speed internet in the town.

To: Town Board

From: Staff

Request:

Consideration to retain Coco & Kiki Inc. to clear land for chambers Island fire station.

Background:

The Town of Gibraltar currently houses most of the fire equipment in a private shed on Chambers Island. The current owners allowed the town two years to complete a new location for the equipment.

Two years have come and gone, the current owners are hoping the town can finish the project in 2025 or they will ask for the equipment to be removed.

A section of land near the parking area and near the crossroads has been gifted to the town to construct the new building. The land will need to be cleared of trees and stumps.

Town Staff has been trying to get bids and get logistics to complete this project.

Mr. Kahr from Coco & Kiki Inc. has submitted the only estimate to clear the lot. That estimate is \$16,900

Analysis:

To keep the project moving the town will need to clear the lot. Mr. Kahr has equipment already on the Island so logistics to get the lot cleared will be easier than finding a barge and hiring a separate firm.

Recommendation:

Staff recommends contracting Coco & Kiki Inc. to complete the lot clearing for an estimated amount not to exceed \$20,000. This will cover any surprises if they arise.

Fiscal Impact:

The town will spend up to \$20,000 for the general fund road budget to complete this project.

clerk

From: tthyssen
Sent: Friday, August 2, 2024 12:26 PM
To: clerk
Subject: FW: Clearing Fire Station property

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 quorum" 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: Mike Kahr <mikekahr@gmail.com>
Sent: Friday, August 2, 2024 11:38 AM
To: tthyssen <tthyssen@gibraltarwi.gov>
Subject: Fwd: Clearing Fire Station property

Travis,

Below is what I had worked up in clearing fire station property on Chambers Island.

In addition I worked up the following for you:

- 1. Driving a 5" well casing 21' long for above property.....\$1400
- 2. Re-grading road to lighthouse.....\$2100

Hope this helps,

Mike

----- Forwarded message -----

From: **Mike Kahr** <mikekahr@gmail.com>
Date: Thu, Oct 13, 2022 at 1:56 PM
Subject: Clearing Fire Station property
To: Dave Harris <chambersisland@gmail.com>

Dave,

I worked up an estimate to clear the land on the island. It includes:

- Clearing an area of approximately 1 acre
- Burying all stumps on site
- Brush to be determined
- Rough leveling of the site to accommodate your new station

We estimate this at.....\$16,000

Sincerely,

Mike

--
Mike Kahr, President and Owner
Death's Door Marine Inc.
920-421-1001 (mobile)
mikekahr@gmail.com
www.DeathsDoorMarine.com
5039 County P
Sturgeon Bay, WI 54235

--
Mike Kahr, President and Owner
Death's Door Marine Inc.
920-421-1001 (mobile)
mikekahr@gmail.com
www.DeathsDoorMarine.com
5039 County P
Sturgeon Bay, WI 54235

To: Town board

From: Staff

Recommendation:

Amend Ordinance 2022-30 speed limits to set Choke Cherry Speed limit

Background:

The private road Choke Cherry has been given to the town and the Town has accepted the road.

The road named Choke Cherry will keep the name however will be the care and responsibility of the town to maintain and govern traffic control.

Analysis:

Most urban neighborhood streets in Gibraltar are set at 25 MPH the residents of Hidden Blossom have asked to have the limit set at 20 MPH to match Cottage Row. The residents cite several factors for their request.

1. With the new subdivision there will be extra vehicle traffic coming and going on Choke Cherry Lane.
2. Many of the residents walk Choke Cherry Lane with no other paved options available.
3. The new park will bring walkers and hikers and more vehicle traffic.
4. The new construction and bluff lots will create additional "looky Loos" who will not be paying full attention to the drive.

Chief Roesch said he can support the request from the Hidden Blossom residents because of the volume of foot traffic and vehicle traffic.

Recommendation:

Staff support 20 or 25 MPH but not any higher.

Fiscal Impact:

There is no fiscal impact for this request.

TOWN OF GIBRALTAR

ORDINANCE 2022-30

SPEED LIMITS IDENTIFIED AND TRAFFIC FLOW

Ordinance 2022-30 Identified in the code of ordinances as 10.125 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 The purpose of this ordinance is to identify and set limits of speed on town owned and operated roadways.

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.

General Provisions

On the basis of a certain engineering and traffic investigation heretofore made, the speeds on the highways or parts thereof indicated below are determined and declared to be reasonable and safe pursuant to the provisions of Section 349.11, Wisconsin Statutes, and subject to the approval of the State Highway Commission, shall be the speed limits on such highways, streets or parts thereof upon erecting and placing appropriate signs giving notice of such limits. No person shall drive a vehicle in excess of such speed limits.

- A. The speed limit shall be forty-five (45) miles per hour on the following roads:
1. Peninsula Players Road, from its intersection with County Trunk Highway A, to its intersection with Hwy 42.
 2. Spring Road, from its intersection with Peninsula Players Road, to its intersection with Wandering Road.
 3. Juddville Road, from its intersection with County Trunk Highway A, to its intersection with White Cliff Road.
 4. Gibraltar Road, from its intersection with County Highway Trunk A, to its intersection with Maple Grove Road.
 5. Maple Grove Road, from its intersection with County F to Gibraltar Road.
 6. Maple Grove East, from its intersection with County Trunk Highway F, to its intersection with West Meadow Road.

7. West Meadow Road, that part belonging to the Town of Gibraltar lying within its intersection with Maple Grove East, to its intersection with County Trunk Highway F.
 8. Highland Road, from its intersection with County Trunk Highway A, to its intersection with County Trunk Highway F.
 9. Little Marsh Road, from its intersection with County A, to its intersection with County EE.
 10. Wandering Road, from its intersection with Spring Road, to its intersection with Peninsula Players Road. (Ordinance No. 2002-02).
- B. The speed limit shall be Forty (40) miles per hour on the following roads:
1. Maple Grove Road from its intersection with Gibraltar Road, to the border of the Village of Ephraim (Ephraim-Gibraltar Airport driveway).
- C. The speed limit shall be Thirty-five (35) miles per hour on the following roads:
1. Gibraltar Road, from its intersection with County Trunk Highway A, to its Intersection with County Trunk Highway 42.
 2. Spring Road, from its intersection with Wandering Road, to its intersection with County Trunk Highway F.
 3. Peninsula Players Road, from its intersection with Hwy 42 to its intersection with Gibraltar Bluff Rd.
- D. The speed limit shall be Twenty-five (25) miles per hour on the following roads:
1. Streets in the unincorporated village of Fish Creek, excluding State Trunk Highway 42, extended easterly, more or less, to a point 200 feet northeast of its intersection with Gibraltar Road.
 2. Daisy Patch Road, from its intersection with Highway 42, to its intersection with Wildflower Patch Road.
 3. White Cliff Road, from its intersection with Juddville Road, southerly to the Town of Egg Harbor boundary.
 4. Cottage Row Road, from its intersection with Gibraltar Bluff Road, to its intersection with State Highway 42.
 5. Gibraltar Bluff Road
 6. Peninsula Players Road from its intersection with Gibraltar Bluff Road to termini (water).

E. The speed limit shall be Twenty (20) miles per hour on the following roads:

1. Cottage Row Road, from its intersection with Spruce Street, to its intersection with Gibraltar Bluff Road.
2. Choke Cherry Lane, from STH 42 to Termini.

F. Traffic Flow, One-Way Street Identified

1. Spruce Street shall be a one-way traffic flow directional street from Highway 42 to Maple Street, traffic to flow northboard.

Penalty

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, nor more than \$500.00, together with costs of prosecution. Failure to make payment of such forfeiture and costs of prosecution shall subject the individual to imprisonment in the County Jail until said forfeiture is paid, but not to exceed thirty (30) days.

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 as stated above or such amount that the Circuit Court of Door County hereafter affixes.
- C. Any person, firm or corporation, violating any of the subsections 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, which is presently set forth above. 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 Wis. Stat. § 66.12.
- D. Adoption of this ordinance does not preclude the Town Board from adopting any other ordinance or providing for the enforcement of any other law or ordinance relating to the same or other matter, and issuance of a forfeiture hereunder, shall not preclude the Town or any authorized officer from proceeding under any other ordinance or law or by any other enforcement method to enforce any ordinance, regulation or order.

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.

Severability

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

Amended this 7th day of August 2024

TOWN BOARD FOR THE TOWN OF GIBRALTAR

Steve Sohns, Town Chairperson

John Selenica, Town Supervisor

Vinni Chomeau, Town Supervisor

Jayson Merkel, Town Supervisor

Tom Birmingham, Town Supervisor

Attest:

Laura Reetz, Clerk

To: Town Board

From: Staff

Request:

Approve the Business License Ordinance

Background:

The Town Has been operating its business license under a policy. During our legal audit our Town Attorney has suggested we make the policy an ordinance, allowing for a more formal approach to governing the licenses.

Analysis:

Staff has completed the ordinance with legal review. The ordinance will not change the current way we complete our business licenses.

Recommendation:

Staff recommends approval of Ordinance 2024-5

Fiscal impact:

There will be some posting costs, but the town has budgeted amounts to cover ordinances.

TOWN OF GIBRALTAR

ORDINANCE 2024-05

BUSINESS LICENSES

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

Purpose

The purpose of this ordinance is to assure businesses operating in the Town of Gibraltar are operating safely, in safe conditions, and within the laws of the Town of Gibraltar, County of Door, and State of Wisconsin, therefore protecting the quality of life, the character, and the stability of our Business and commercial districts.

Authority

The Board of Supervisors of the Town of Gibraltar is granted authority for adopting this ordinance under 60.10(2)(c) and 60.22(3) of the Wisconsin State Statutes. The Town Board adopts this ordinance under its general village powers authority and 66.1014 of the Wisconsin State Statutes, 2017 ACT 59

Business Licenses

No person shall maintain, manage or operate a business in the Town of Gibraltar without a business licenses issued by the Town of Gibraltar pursuant to this ordinance.

Licenses shall be issued using the following procedure:

1. Applicants for business licenses shall be filed with the Town Clerk, or designee of the Town Clerk on forms provided by the clerk's office. Applications shall be filed by the property owner or an authorized agent of the Business. No license shall be issued unless the completed application form is accompanied by the required application fee.
2. The Town Clerk shall issue a business license to all applicants following payment of the required fee, receipt of fully completed documentation and information requested by the application, and application approval by the town board.
3. The Business License shall be effective for one (1) year. The annual licensing term begins January 1st and ends December 31st of the same year.
4. Fully completed renewal application and renewal fee shall be filed with the Town Clerk by November 1st allowing the Town Board adequate time to consider the application. The renewal application shall include any changes or updates for the original application.
5. Any changes in the ownership of the property require a new application per Wisconsin Administrative Code 72.04(b) prior to obtaining a license from the Town.

Business Application Process

The Town, or in collaboration with its outside agent shall provide an online manor for applying for and renewing a permit

- A. The application shall include all required information listed on the application form

- B. The applicant shall provide additional information if requested to identify specific business operations not listed on the application form.
- C. The applicant shall identify who the contact agent is for inspections and emergency services.

Business operation in the Town of Gibraltar

No person, partnership, corporation, limited liability company, or other legal entity may operate a business without a valid up to date license. Failure to comply will result in assessed penalties, and/or a business cessation order issued.

Each Business owner shall comply with the following requirements:

- The Business owner or agent shall be accessible either directly or through the outside agent.
- Business must comply with all Town of Gibraltar ordinances relating to business operations.
- Signage shall conform to all applicable Town of Gibraltar and Door County Ordinances.
- Businesses shall provide emergency contact information for the Town of Gibraltar Fire Department.

Revocation / Suspension

A license, as issued, is subject to revocation or suspension if the owner of the property fails to comply with the requirements of this ordinance.

The Town Board has the authority to suspend, revoke, reject or non-renew any business license or license application if the Board determines that the licensee:

- Has failed to adhere to Town of Gibraltar and/or Door County Ordinances
- Has any outstanding fees, taxes, or forfeitures owed to the Town of Gibraltar under Ordinance 2023-01
- Has been convicted of, or agent has been convicted of engaging in illegal activity while on the premise.

Revocation / Suspension process

The Town of Gibraltar at its discretion, shall:

Review all complaints, notifications, forfeitures and non-compliance issues through its established licensing committee. The committee will notify the business owner in writing of any decisions made by the licensing committee.

Notify the business license holder of any non-compliance

Determine whether the business license holder has remedied the violation and shall schedule a license revocation/ suspension hearing in front of the Town Board if violations are not remedied in a timely manner, or if violations are habitual.

Notify the license holder of the hearing date at least two weeks prior the hearing before the Town Board.

Provide a decision made by the Town Board in writing to the owner.

Business licenses that have been revoked shall wait one (1) year before a new application can be filed with the Town of Gibraltar Clerk.

Failure to comply penalties

The Town of Gibraltar reserves the right to charge penalties for late business licenses. Business operators are required to file and obtain a license to operate by March 1st of the same year as Business. Any person, partnership, corporation, limited liability company or any other legal entity that fails to comply with the provisions of this ordinance, upon conviction, pays a forfeiture of not less than \$100.00 on first notification of non-compliance. (30 days to comply), not more than \$500.00 per second notice of non-compliance. (30 days to comply). Together with the costs of prosecution and in rueful default of such forfeiture and cost of prosecution, shall be imprisoned by the County Jail until said forfeiture is paid, but not exceeding 60 days. In the event a business is operating beyond the second notification a third notice of non-compliance shall be sent ceasing all business operations until the license requirements have been satisfied. Continued noncompliance will be referred under the revocation and suspension section of this ordinance. New businesses will be allowed (30 days) to bring their business to compliance.

Penalties set forth in this section shall be in addition to all other remedies of injunction, abatement, or costs, whether existing under this ordinance or otherwise.

Any violations of any subsections of this ordinance may stipulate guilt or no contest and may pay the Town Clerk. Such payment will make it unnecessary for the subject charged to appear in court and will act as a basis for the court to enter judgement and order forfeiture of the bond. Forfeitures, penalty assessments, casts and fees shall be disbursed as provided by Wisconsin Statutes, section 66.12

Fees

Permit Fee Schedule. The license application fees established by the Town of Gibraltar Board of Supervisors. All fees and licenses are set annually and listed in the Gibraltar fee schedule.

Enforcement

The Town of Gibraltar Police Department, or designee shall be the established enforcement structure for issuance of any warnings, notifications, or forfeitures.

The Town of Gibraltar has an established licensing committee that reviews complaints, notifications that have been issued to a business owner. The licensing committee is granted authority to review and notify any business license holder of any decisions the committee may make. The licensing committee will make recommendations to the Town Board whether a suspension or revocation hearing is necessary. The Town of Gibraltar licensing committee will provide testimony if any hearings are scheduled.

The Goal is to incentivize compliance with the appropriate fees and fines, but not be so overburdensome that it prevents users from participating in the enforcement and regulatory process.

Severability

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

Adopted by the Town Board of Gibraltar this 7th day of August 2024

Approved AYE _____ Nay _____

Steve Sohns Town Chairman _____

Jayson Merkel Supervisor _____

Tom Bermingham Supervisor _____

John Selenica Supervisor _____

Vinnie Chomeau Supervisor _____

Attested:

Laura Reetz

Town of Gibraltar Clerk _____

To: Town Board
From: Staff

Request:

Amend the town fee schedule to include a \$500 forfeiture for 2nd noncompliance notification of failure to comply with Ordinance 2024-05-Business License.

Background:

The STR ordinance provides for an additional fee for a second notification of noncompliance with the STR ordinance. Ordinance 2024-05 and the amended fee schedule provides for a similar fee and penalty structure for business licenses.

Analysis:

The fee schedule needs to be updated to reflect enactment of Ordinance 2024-05-Business License.

Recommendation:

Staff recommends creating a \$500 fee for 2nd noncompliance notification of failure to comply with Ordinance 2024-05-Business License.

Fiscal Impact:

There is no fiscal impact to this request.

Town of Gibraltar

2024 Fee and Forfeiture Schedule

The following fees for satisfying record requests under s. 19.35, Wisconsin Statutes, are as established.

General fees:

a. Cost of transcription and reproduction	\$.35 per page
b. Cost of locating a record file	Clerk's loaded wage
c. Cost of shipping or mailing requests	actual costs
d. Town services requested for special event	\$25.00 per department
e. Credit card fee	3%
f. (NSF) returned check fee	\$50.00

The following fees are established for the referenced Town of Gibraltar ordinances:

Emergency services:

Fire rescue medical assistance calls	\$0
False alarms	1 st free 1 per year 2 nd and consecutive \$50.00

Chapter 10-Orderly Conduct:

10.01 - State Traffic laws adopted.	based on state forfeiture schedule
10.125 – Town speed limits adopted	based on state forfeiture schedule
10.02 - Discharging firearms within Harbor Limits	Municipal Forfeiture \$175.30*
10.03 - Throwing or Shooting arrows, stones, and other missiles.	Municipal Forfeiture \$200.00
10.04 - Sale and discharge of fireworks restricted.	Municipal Forfeiture \$200.00
10.05 - Obstructing streets and sidewalks prohibited.	Municipal Forfeiture \$200.00
10.06 - Disorderly conduct prohibited.	Municipal Forfeiture \$235.00
10.07 - Disorderly Conduct with a motor vehicle.	Municipal Forfeiture \$235.00
10.08 - Urinating or defecating on property.	Municipal Forfeiture \$235.00
10.09 - Unreasonable, excessive, and unnecessary noise	Municipal Forfeiture \$235.00
10.10 - Obedience to officers.	Municipal Forfeiture \$235.00

10.11 - Firearms in public buildings	Municipal Forfeiture \$235.00
10.12 - Reserved	
10.13 - Loitering Prohibited.	Municipal Forfeiture \$200.00
10.14 - Destruction of private property.	Municipal Forfeiture \$235.00
10.15 - Alcohol beverage possession/ consumption In public places prohibited	Municipal Forfeiture \$200.00
10.16 - Littering prohibited.	Municipal Forfeiture \$200.00
10.17 - Possession of Marijuana.	Municipal Forfeiture \$300.00
10.18 - Permitted parking lots	Municipal Forfeiture \$50.00/\$100.00 handicapped
10.19 - Parking prohibited	Municipal Forfeiture \$50.00/\$100.00 handicapped
10.20 - Illegal dumping	Municipal Forfeiture \$300.00
10.21 - Use of municipal docks.	Municipal Forfeiture \$200.00
10.22 - Petty theft.	Municipal Forfeiture \$235.00
10.23 - Trespass to land, buildings or other premises.	Municipal Forfeiture \$235.00
10.24 - Possession of drug paraphernalia.	Municipal Forfeiture \$275.00
10.25 - Purchase or possession of tobacco products prohibited	Municipal Forfeiture \$200.00
10.26 - Restrictions sale, gift, of cigarette or tobacco products	Municipal Forfeiture \$200.00
10.27 - Possession of tobacco, vapor products by minors	See Juvenile bond schedule 10.40
10.28 - Smoking, tobacco use where prohibited	Municipal Forfeiture \$200.00
10.29 - Sign, flag display when/where restricted	Municipal Forfeiture \$100.00
10.30 – Truancy	See Juvenile bond schedule 10.40
10.31 – Animals	Municipal Forfeiture \$200.00 Municipal Forfeiture \$500.00 Death of animal
10.32 – Adopting other State Statutes	As listed in state bond schedule
10.33 – Peddlers	Municipal Forfeiture \$100.00*
Ordinance 2024-03 Regulation of Fire/Burn Permits	Municipal Forfeiture \$50.00 violation w/burn permit Municipal Forfeiture \$150.00 violation without burn permit

Ord 2023-03- Reg the Application of Coal Tar Sealant Prod

Municipal Forfeiture \$250
Individual

Municipal Forfeiture \$1000
Contractor

Ord 2024-04- Waterfowl Feeding Prohibited

Municipal Forfeiture \$50

The Town of Gibraltar will operate a fee schedule designated for individuals under the age of 17, who are in violation of any town ordinances listed in the code of ordinances. Forfeitures under the Juvenile Bond category are as follows.

<u>Juveniles ages 12-14</u>	<u>Juveniles 14-16</u>	<u>Juveniles 16-17</u>
1 st offence \$25.00	1 st offence \$50.00	1 st offence \$75.00
2 nd offence \$50.00	2 nd offence \$75.00	2 nd offence \$100.00
3 rd offence \$100.00	3 rd offence \$100.00	3 rd offence \$125.00

Traffic Utility Fee*

Traffic Utility adopted by Ordinance 2022-34*

Traffic Utility Fee set by Resolution 2022-08*

Building Permits – Chapter

Driveway permits	\$60.00
Sanitary permits (Paid to FCSD) Affidavit required for inspections	
Building permits (paid directly to building inspector)	
Administrative fee	\$75.00
Erosion control	\$75.00
Fire Impact fees	TBD
Demolition	\$150.00
Tower Permits- New	\$1000.00
Tower Permits-Modification to existing	\$500.00

Underground Right-Of-Way Access

Permit Application Fee	\$50.00
Additional Inspection / Review Fee	\$50.00
Underground Access Parallel ROW (2 Inspections)	\$150.00
Opening or Boring of a Paved Roadway	\$650.00
Penalty for Starting Work Without a Permit	\$1,000.00

Town Cemetery Fees:

Blossomberg plat purchase	\$600.00 resident	\$1200.00 non-resident (Family)
Blossomberg cremation burial plat Purchase	\$150.00	\$300.00 Non-resident (Family)
Cremation Burials	\$150.00	
Burial Fees	\$500.00	
Administrative fee for burial buybacks	\$50.00	

Licenses:

Dog License	\$5.00 spayed/neutered	\$10.00 unaltered
Operators Licenses	\$20.00	includes provisional
Picnic Liquor License (special event)	\$10.00	
Firework permit special event	\$50.00	
Business License	\$45.00 / \$25.00	late penalty fee in addition to licensing fee after February 1
Business License (2 nd noncompliance notification)	\$500.00	(in addition to the \$25.00 penalty fee and \$45.00 licensing fee)
STR License	\$125.00 / \$100.00	late penalty fee in addition to addition to licensing fee after February 1
STR License (2 nd noncompliance notification)	\$500.00	(in addition to the \$100 first penalty and \$125 licensing fee)

Liquor Licenses:

Class A Beer	\$100.00 (\$100 max per statute)
Class A Liquor	\$250.00 (\$500 max per statute)
Class B Beer	\$100.00 (\$100 max per statute)
Class B Liquor	\$500.00 (\$500 max per statute)
Class B Combination	\$600.00 (\$500 max on liquor per statute)
Class B Winery	\$150.00 N/A issued by the state
Class C Wine	\$200.00
Publication Fee	\$ 40.00
Cigarette License	\$ 25.00

Facility Rentals:

Fire Station/Town Hall/Parks	\$75 taxpayer, \$200 deposit required
	\$150 non taxpayer, \$200 deposit required
	\$ 25.00/8 hours for non-profit and local groups

Parking:

Seasonal Launch Trailer parking permit	\$60/season (only short-term parking permitted)
Harbor parking lot permit	Included in facilities use fee for slip and mooring holders only
Gibraltar Road Offsite Trailer Parking	\$100.00/season

*Indicates fee set specifically by ordinance

To: Town Board

From: Staff

Request:

Approve Door County Highway Department estimate for bluff excavation/shoulder leveling on a portion of White Cliff Road.

Background:

Each year town staff and town board conduct a road review, from the review a list of repairs and road maintenance is formed. A review of White Cliff Road revealed portions of the road along the bluff is too narrow and the shoulder is too steep. This presents a safety issue.

Analysis:

The Highway Department estimate provides for the following work:

- Approximate 1,050 ft of bluff excavation from 8479 White Cliff Road south to 8429 White Cliff Road to make the road wider
- Build up the west side of shoulder with excavated materials
- Bring up road gravel to build up shoulders
- Slope side of roads

Recommendation:

Staff recommends the Town accept the estimate.

Fiscal Impact:

The fiscal impact to the Town would be \$53,834.00. There are budgeted and/or TUF funds available.



**County of Door
HIGHWAY DEPARTMENT**

1001 South Duluth Avenue
Sturgeon Bay, WI 54235-3812

Randy Dvorak
Patrol Superintendent
(920) 746-2500
rdvorak@co.door.wi.us

7/25/2024
Travis Thyssen
Town of Gibraltar, Administrator

Here is your Door County Highway Department estimate/quote for projects listed. The Highway Department bills on time and material basis for all projects and you will be billed for actual time and materials used for the completion of the listed project.

White Cliff Rd.

Excavate existing bluff on the east side of roadway approximately 1,050' ft. x 10' ft. Starting near the north fire number of 8479 and going south to approximately the fire number of 8429

Includes:

Excavation of bluff to make roadway wider.

Slope the sides if possible.

Haul excess material away.

Build up shoulder on west side of road where needed with material we excavate out of east side of road.

Bring in road gravel to build up shoulders.

.....\$53,834.00

Town Representative

Date

Randy Dvorak

Randy Dvorak
Patrol Superintendent
Door County Highway Department
920-746-2500

To: Town Board

From: Staff

Request:

Approve the Fahrner estimate for crack filling

Background:

Each year town staff and town board conduct a road review, from the review a list of repairs and road maintenance is formed.

The list this year contained the areas of Spruce, Maple, Cottage Row (upper)High Ridge Road, and the parking lots at the Town Center and Fire Station.

Analysis:

Staff reached out to four contracting firms who work in the Gibraltar area, only Fahrner responded and submitted a quote of \$18,276.00

A second attempt to seek additional bids was met with no response again.

Fahrner has completed work for the town in the past. Fahrner is completing work for our surrounding town neighbors and has bid reflecting economies of scale.

Recommendation:

Staff recommends approval of the Fahrner estimate not to exceed 18,276.00

Fiscal Impact:

The Town Budgets \$50,000 for road maintenance each year, the amount will be removed from this line item.

PROPOSAL / CONTRACT

Job. No. _____



Date: July 24, 2024

CORPORATE OFFICE
2800 Mecca Drive • Plover, WI 54467
phone 715.341.2868 • toll-free 800.332.3360
fax 715.341.1054

751 N Bluemound Drive • Appleton, WI 54914
phone 920.759.1008 • fax 920.759.1019

6615 US Highway 12 W • Eau Claire, WI 54703
phone 715.874.6070 • fax 715.874.6717

Pavement Maintenance Contractors

EOE, including disability / vets

914 Commercial Court • Onalaska, WI 54650
phone 608.779.6641 • fax 608.779.6813

316 Raemisch Road • Waunakee, WI 53597
phone 608.849.6466 • fax 608.849.6470

111 Anderson Road • Iron River, MI 49935
phone 906.265.6770 • fax 906.265.5719

2224 Veterans Memorial Pkwy • Saginaw, MI 48601
phone 989.752.9200 • fax 989.752.9205

Contact Name: Travis Thyssen	Contract Price \$18,276.00
PURCHASER: TOWN OF GIBRALTAR	TELEPHONE: (920) 868-1714
ADDRESS: PO BOX 850	DESCRIPTION OF PROPERTY:
FISH CREEK, WI 54212	2024 Crack Fill
	4097 Hwy 42
	FISH CREEK, WI 54212

1. FAHRNER Asphalt Sealers, L.L.C. (CONTRACTOR) and PURCHASER agree that, CONTRACTOR shall furnish the labor and materials to complete certain construction in accordance with the following specifications:

Rout out cracks to a 3/4 x 3/4 ratio width versus depth.
Blow out and clean cracks with compressed air and heat lance.
Seal cracks with a rubberized asphalt crack sealant.
This material exceeds Fed Spec ASTM D6690 Type II
Crackfilling does not include alligatored areas.

Roads:
Town Center Parking Lot (Back Middle Lot) \$437.00
Fire Department \$1,126.00
Gibraltar Airport \$1,260.00.00
Spruce Street - Main Street to Main Street \$5,158.00
Maple Street - Dock and Dock Parking lot \$1,814.00
Cottage Row - Start at the Hair pin to End \$4,435.00
High Ridge Road - EE to Quarry Entrance \$2,671.00
Total Price \$16,901

Repair asphalt areas using Infrared Seamless Patching System.
Approximately 11 heats.
Price Each \$125.00
Total Price \$1,375.00

This proposal may be withdrawn if not accepted and received by CONTRACTOR within 15 days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.

- 2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
- 3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$18,276.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

Acceptance of this Proposal includes acceptance of all the terms and conditions on back.

CONTRACTOR:
Fahrner Asphalt Sealers, LLC:920-213-3027
eric.lamers@fahrnerasphalt.com

PURCHASER:
I have read and understand the terms and conditions on both sides of this contract.

Eric Lamers

(PRINT OR TYPE NAME)
Eric Lamers
By: _____
(CONTRACTOR REPRESENTATIVE)

(PRINT OR TYPE NAME)
By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: July 24, 2024

Date of acceptance: _____

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

AS REQUIRED BY THE WISCONSIN CONSTRUCTION LIEN LAWS, CONTRACTOR HEREBY NOTIFIES OWNER THAT PERSONS OR COMPANIES FURNISHING LABOR OR MATERIALS FOR THE CONSTRUCTION ON OWNER'S LAND MAY HAVE LIEN RIGHTS ON OWNER'S LAND AND BUILDING IF NOT PAID. THOSE ENTITLED TO LIEN RIGHTS, IN ADDITION TO THE UNDERSIGNED CONTRACTOR, ARE THOSE WHO CONTRACT DIRECTLY WITH THE OWNER OR THOSE WHO GIVE THE OWNER NOTICE WITHIN SIXTY (60) DAYS AFTER THEY FIRST FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION. ACCORDINGLY, OWNER PROBABLY WILL RECEIVE NOTICES FROM THOSE WHO FURNISH LABOR OR MATERIALS FOR THE CONSTRUCTION, AND SHOULD GIVE A COPY OF EACH NOTICE RECEIVED TO THE MORTGAGE LENDER, IF ANY. CONTRACTOR AGREES TO COOPERATE WITH THE OWNER AND THE OWNER'S LENDER, IF ANY, TO SEE THAT ALL POTENTIAL LIEN CLAIMS ARE DULY PAID.

ACCEPTANCE OF WORK

All labor and material is conclusively accepted as satisfactory unless excepted to in writing within seven (7) days of performance.

EXTRA WORK

All alterations or deviations from any of the terms of this contract shall be in writing and executed by the parties hereto. Any extra cost involved therein will become an extra charge to be paid by PURCHASER over and above the contract price.

PURCHASER'S RESPONSIBILITIES

PURCHASER acknowledges and understands that it shall be responsible for obtaining any and all permits which may be required in connection with performance of this Proposal/Contract. Where applicable, PURCHASER shall also be responsible for backfilling areas that border along the newly paved surface with appropriate material to eliminate potential cracking and uneven surface at the edge of the paved surface and for installing, replacing, maintaining and repairing shoulders. PURCHASER assumes all liability for any damages done to underground utilities and/or structures unless CONTRACTOR has been notified, upon acceptance of this Proposal, as to the specific location and depth of any such buried utility/structures.

Unless exempt, in accepting this Proposal/Contract, PURCHASER acknowledges that it shall comply with the requirements of all applicable federal, state, and local employment laws, executive orders, codes and regulations (the "Requirements") effective where the work and/or services are being performed including, but not limited to, 41 CFR §§ 60-1.4(a)(1)-(8), 60-1.4(b), 60-1.4(c) or their successors effective where this Proposal/Contract is performed. To the extent required by law, all provisions of the Requirements are hereby incorporated into and made a part of this Agreement and any applicable agreements of CONTRACTOR. To the extent applicable, the Requirements include, but are not limited to, (1) prohibition of discrimination because of protected veteran status, disability, race, color, religion, sex, sexual orientation, gender identity, national origin and because of inquiry or discussion about or disclosure of compensation, (2) affirmative action to employ and advance in employment individuals without regard to race, sex, disability, or protected veteran status, (3) compliance with the Employee Notice clause contained in 29 C.F.R. part 471, Appendix A to Subpart A, or its successors, (4) compliance with the EEO-1 and VETS-4212 reports filing requirements in 41 C.F.R. §§ 60-1.7 and 41 C.F.R. §61-300.10, or their successors, (5) compliance with paycheck transparency obligations of 48 C.F.R. § 22.2005, including the contract clause found at 48 C.F.R. § 52.222-60, which is incorporated by reference as if fully set forth herein, (6) other affirmative action in employment, (7) required/certified payrolls, (8) social security acts, (9) unemployment compensation acts, (10) worker's compensation acts, (11) equal employment opportunity acts and (12) the required contract provisions for Federal-Aid Construction Contracts, Form FHWA-1273, if applicable.

When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-300.5(a). This regulation prohibits discrimination against qualified protected veterans, and requires affirmative action by covered prime contractors and subcontractors to employ and advance in employment qualified protected veterans. When applicable, PURCHASER and CONTRACTOR shall abide by the requirements of 41 CFR 60-741.5(a). This regulation prohibits discrimination against qualified individuals on the basis of disability, and requires affirmative action covered by prime contractors and subcontractors to employ and advance in employment qualified individuals with disabilities.

INCLEMENT WEATHER

Inclement weather may alter the completion of the work to be furnished hereunder. Furthermore, special consideration should be given if work is to be performed before May 1 or after October 15 in light of less than desirable weather conditions which could potentially impair the quality of the work performed hereunder.

WARRANTY

All material is guaranteed to be as specified and all work is to be completed in a workmanlike manner according to standard practices. All labor and materials will be guaranteed against defect for one (1) year from date of installation. Due to Wisconsin winters and expansion and contraction of the ground, some cracking of the pavement may be experienced. There are no express or implied warranties of merchantability, quality, quantity or of fitness for any particular purpose, which extend beyond those specifically set out in this document.

All warranties are void if payment is not made as stipulated.

DELINQUENCY CHARGE

Payment is due and payable upon completion of each stage of the work. If PURCHASER defaults on the payment required, PURCHASER will be liable for all costs of collection, including reasonable attorney's fees, and a delinquency charge on the balance at the maximum rates allowed by law. If PURCHASER is an organization as defined by Wis. Statutes, Section 421.301(28), the Delinquency Charge rate shall be 1.5% per month (18% APR) plus all costs of collection, including reasonable attorney's fees. CONTRACTOR retains title to all merchandise covered by this Agreement until full payment is received according to the above terms of sale. PURCHASER consents in any action or legal proceeding relating to this Contract commenced by the CONTRACTOR to the personal jurisdiction of any court that is either a court of record in the State of Wisconsin or a court of the United States located in the State of Wisconsin. It is hereby agreed that no legal action with respect to this contract may be brought by either party later than one (1) year after the cause of action accrues and that the party asserting such a legal action shall be barred from any remedy thereto.

INDIVIDUAL LIABILITY

The undersigned PURCHASER agrees to be individually liable for all terms of the Agreement, regardless of whether he or she signs individually or as an agent for the owner of the property upon which the work is being performed or for any other individual, partnership or corporation.

PRODUCT INFORMATION AND MAINTENANCE

Since the asphalt in blacktop needs time to harden and cure, usually 6-12 months, your asphalt pavement will remain soft and pliable during warm weather. During this time, don't park in the same spot every time and do not turn your steering wheel back and forth when your car is not moving. It is not unusual to experience some cracking over the winter due to the contraction and expansion of the ground, especially over culverts, pipes, electric wires, etc. Avoid gasoline and petroleum product spills as they will destroy your pavement. If spills do occur, immediately flush with lots of soapy water. If you decide to seal coat your pavement, wait until the summer following installation.

BINDING EFFECT

This Agreement shall be binding upon the parties hereto, their heirs, personal representatives, successors and assigns.

ENTIRE AGREEMENT

The entire contract is embodied in this writing. This writing constitutes the final expression of the party's agreement, and is a complete and exclusive statement of that agreement. In the event that any term of this contract is unenforceable, the remaining terms of the contract shall still be in full force and effect.

To: Town Board

From: Staff

Request:

Approve the initial resolution to vacate a portion of Base Line Road on Chambers Island

Background:

Base Line Road was established as a straight road from the lighthouse to the beach on the east side of the island. The road ran directly through the now Chamber Island private airport.

With the risk of road usage during a plane landing the road was diverted around the airport, a section of Baseline Road remains that dead ends into the airport runway.

Analysis:

Mr. Busch has asked if the town would consider vacating that section of the road and in exchange Mr. Busch would dedicate a road around the parcel to the private roads in the south. The vacation would allow for two small lots with limited building capability to be merged and the owner would have more flexibility and options.

The Town will have no current or future need for this section of road.

This is the start of the process, a public hearing will be scheduled, and additional information will be presented to the board and public.

Recommendation:

Staff recommends approval of the initial resolution to vacate.

Fiscal Impact:

All fees and costs are the responsibility of the petitioner, and the petitioner is aware of the costs.

No fiscal impact to the Town.

RESOLUTION NO. 2024-04

RESOLUTION REGARDING THE DISCONTINUANCE OF A PORTION OF A BASE LINE ROAD IN THE TOWN OF GIBRALTAR, DOOR COUNTY, WISCONSIN

BY THE TOWN BOARD OF THE TOWN OF GIBRALTAR:

WHEREAS, the Town of Gibraltar has determined pursuant to Section 66.1003 Wis. Stats. that the public interest requires that a portion of a portion of Base Line Road in the Town of Gibraltar, be discontinued as public lands and the same is set forth and shown on the map attached hereto and incorporated by reference herein for that portion of the proposed discontinued right-of-way. A scale map and legal description of the area to be discontinued is attached as Exhibit A.

NOW, THEREFORE, BE IT RESOLVED that it appears to be in the public interest that a portion of a public right-of-way be discontinued by the Town of Gibraltar as public lands and that a hearing be held on the discontinuance of the same on the 2nd day of October, 2024 at 7:00 p.m. at the Town Hall for the Town of Gibraltar, 4097 Highway 42, Fish Creek, Wisconsin.

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

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

Approved this 7th day of August, 2024.

APPROVED:

Ayes: _____

Steve Sohns, Town Chairman

Nays: _____

ATTEST:

Laura Reetz, Town Clerk

EXHIBIT A

Site Sketch

LOCATED PARTLY IN
GOV'T LOT 1 & THE SE 1/4 OF THE NE 1/4 OF SECTION 5, T. 31 N., R. 28 E.,
CHAMBERS ISLAND - TOWN OF GIBRALTAR, DOOR COUNTY, WISCONSIN

PREPARED FOR

CURRENT OWNER:
LYNN H. & SHARON L. BUSCH
1834 WOLF RIVER ROAD
ALGONA, WI 54601

PREPARED BY:

BRIAN FRISQUE SURVEYS INC.
BRIAN D. FRISQUE
PROF. ESIONAL LAND SURVEYOR
3121 MATHEY ROAD
STURGEON BAY WI 54235
(920) 743-7183

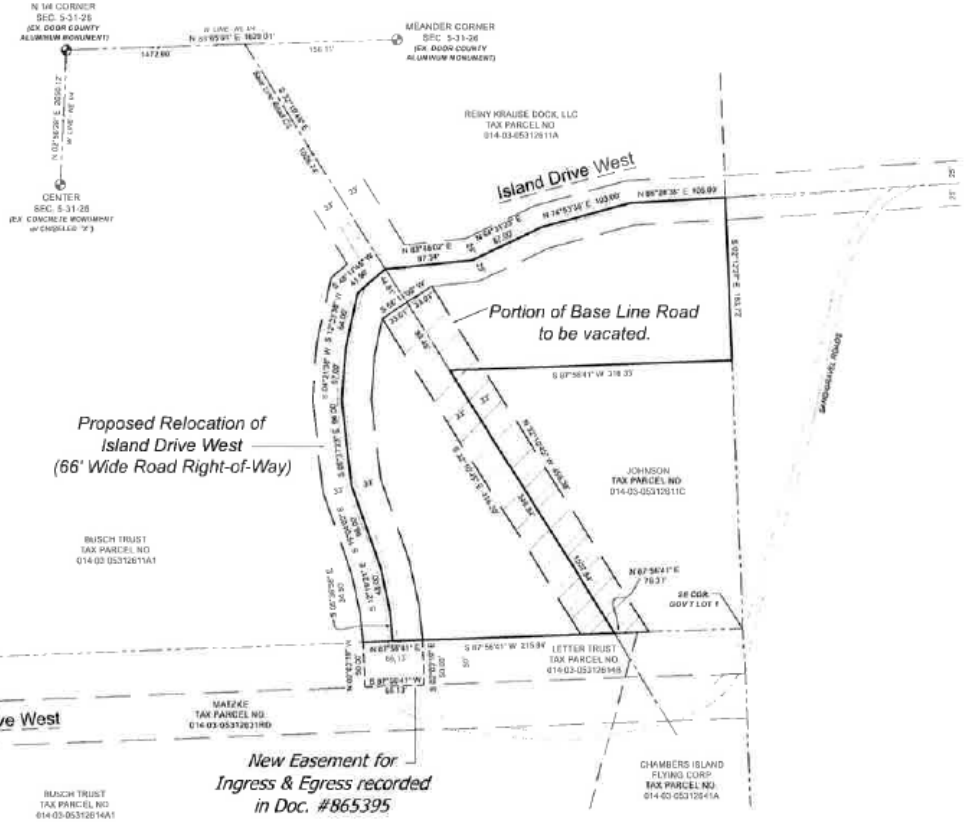


LEGEND

⊙ - U.S. PUBLIC LAND SURVEY CORNER
(AS NOTED)

SURVEYORS NOTE

SCACTIONS REFERENCED TO THE NORTH LINE
OF THE NE 1/4 OF SECTION 5 TO THE BOUNDING
N. BEARING W. BEING FROM THE CONVEYANCE
SUMMARY DIAGRAM FOR THE TOWN
OF GIBRALTAR (CHAMBERS ISLAND)



LEGAL DESCRIPTION

A portion of Base Line Road located in Government Lot 1 of Section 5, Township 31 North, Range 26 East, Town of Gibraltar, Door County, Wisconsin and described as follows:

Commencing at the North one-quarter corner of Section 5, thence N 88°05'01" E along the north line of Government Lot 1, 1472.90 feet to the intersection with the centerline of Base Line Road; thence S 32°10'45" E along said centerline 1071.55 feet to the point of beginning of a portion of Base Line Road to be vacated; thence S 56°11'00" W 33.01 feet; thence S 32°10'45" E 418.20 feet to the intersection with the south line of Government Lot 1; thence N 87°56'41" E along said south line of Government Lot 1 76.31 feet; thence N 32°10'45" E 456.38 feet; thence S 56°11'00" W 33.01 to the point of beginning.

To: Town Board

From: Staff

Request:

Appointment of Door County Costal Byways Council Representative

Analysis:

Due to the resignation of the previous clerk, Cindy Gutschow, there is a vacancy on the Costal Byways Council. The new clerk, Laura Reetz, has indicated she would be willing to serve as the representative to the Council.

Recommendation:

Staff recommends the Town Board appoint the Town Clerk as representative to the Door County Costal Byways Council representative.

Fiscal Impact:

There is no fiscal impact for this request.

To: Town Board

From: Staff

Request:

Budget Committee: Select board members and a member of the public to sit on the annual Budget committee.

Background:

To have direct involvement in the budget process. Most communities similar in size have finance committees that assist in creating the annual budget. The committee vets the budget and final approval is given by the town board.

Analysis:

This process streamlines the budgetary process. The town board would approval the final budget to go to the electors as always. The Budget committee will sit down with staff and go through all budget items. Each department will bring their budgetary requests to staff in advance for analysis

Recommendation:

Staff will publish a request soliciting a member of the public to write a letter of interest to sit on the committee. This publication will request that the individual comes from a financial/accounting background. The board could approve the new member at the next board meeting and appoint two board members at this meeting or the next board meeting. Since the majority of the meetings will be held during regular business hours, a normal town meeting per diem would be paid to budget committee members.

Fiscal Impact:

Paid meeting per diems.

General Checking

ALL Checks

Posted From: 7/11/2024 From Account:
Thru: 8/01/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
dd	7/24/2024	Wisconsin Department of Revenue Withholding	1,638.52
		Manual Check	
45940	7/12/2024	Richard, Mark Pay period 06/01/2024 to 06/30/2024	221.64
		Manual Check	
45994	7/18/2024	Rural Mutual Insurance worker comp insurance	20,288.00
45995	7/18/2024	USDA, APHIS goose roundup, testing	610.00
45997	7/25/2024	Quality State Oil	27,392.92
45998	7/29/2024	Post Office technology bulk mailer	217.55
45999	7/29/2024	Waterscape Designs final payment 382187	3,100.00
46000	8/01/2024	Quality State Oil 65366622	27,141.41
46001	8/01/2024	Post Office technology bulk mailer	217.55
draft	7/11/2024	Wisconsin Deferred Comp	345.53
		Manual Check	
draft	7/22/2024	Dept. of Employee Trust Funds june	8,025.40
		Manual Check	
draft	7/15/2024	EFTPS	8,430.87
		Manual Check	
draft	7/12/2024	Wisconsin Public Service Electric	3,416.46
		Manual Check	
draft	7/12/2024	Wisconsin Department of Revenue sales tx	777.09
		Manual Check	
draft	7/22/2024	Dept. of Employee Trust Funds August insurance	20,686.08
		Manual Check	
draft	7/24/2024	EFTPS	10,053.66
		Manual Check	
draft	7/24/2024	Wisconsin Deferred Comp	350.33
		Manual Check	
draft	7/25/2024	Nicolet National Bank	6,154.09
		Manual Check	
draft	7/24/2024	Nicolet Bank	23,322.85
		Manual Check	
draft	7/30/2024	Delta Dental of Wisconsin Supplemental Billing	132.40
		Manual Check	

General Checking

ALL Checks

Posted From: 7/11/2024 From Account:
Thru: 8/01/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
draft	7/30/2024	BP Products of North America, Inc	3,071.92
	Manual Check	Fuel	
draft	8/01/2024	Cardmember Services	465.00
	Manual Check	town web, website renewal	
draft	7/18/2024	Charter Communications	739.71
	Manual Check		
V2504	7/12/2024	Alpert, Lily	1,369.01
	Manual Check	Pay period 06/24/2024 to 07/06/2024	
V2505	7/12/2024	Austin, Chase	3,040.26
	Manual Check	Pay period 06/24/2024 to 07/06/2024	
V2506	7/12/2024	Bertges, Andrew	1,971.28
	Manual Check	Pay period 06/23/2024 to 07/07/2024	
V2507	7/12/2024	Brower, Lindsey	1,631.26
	Manual Check	Pay period 06/24/2024 to 07/06/2024	
V2508	7/12/2024	Cain-Bieri, Theresa	2,004.94
	Manual Check	Pay period 06/23/2024 to 07/06/2024	
V2509	7/12/2024	Crowell, Andrew	1,633.73
	Manual Check	Pay period 06/23/2024 to 07/06/2024	
V2510	7/12/2024	Fairchild, John	1,388.99
	Manual Check	Pay period 06/23/2024 to 07/06/2024	
V2511	7/12/2024	Granner, Katherine	979.83
	Manual Check	Pay period 06/24/2024 to 07/07/2024	
V2512	7/12/2024	Harvey, Ella	116.36
	Manual Check	Pay period 06/24/2024 to 07/07/2024	
V2513	7/12/2024	Huberty, Colleen	1,304.11
	Manual Check	Pay period 06/23/2024 to 07/07/2024	
V2514	7/12/2024	Linczmaier, Kurt	1,661.47
	Manual Check	Pay period 06/23/2024 to 07/06/2024	
V2515	7/12/2024	Murre, Quentin	974.67
	Manual Check	Pay period 06/24/2024 to 07/06/2024	
V2516	7/12/2024	Neville, Jon	166.23
	Manual Check	Pay period 06/24/2024 to 07/07/2024	
V2517	7/12/2024	Pothast, Michael	1,434.45
	Manual Check	Pay period 06/24/2024 to 07/06/2024	
V2518	7/12/2024	Reetz, Laura	1,435.09
	Manual Check	Pay period 06/23/2024 to 07/06/2024	
V2519	7/12/2024	Reinert, Dustin	1,275.82
	Manual Check	Pay period 06/23/2024 to 07/06/2024	

General Checking

ALL Checks

Posted From: 7/11/2024 From Account:
Thru: 8/01/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2520	7/12/2024	Roesch, Ryan	1,836.09
	Manual Check	Pay period 06/23/2024 to 07/06/2024	
V2521	7/12/2024	Thomas, David	232.73
	Manual Check	Pay period 06/24/2024 to 07/07/2024	
V2522	7/12/2024	Thyssen, Travis	2,713.23
	Manual Check	Pay period 06/23/2024 to 07/07/2024	
V2523	7/12/2024	Walker, Christ	33.25
	Manual Check	Pay period 06/24/2024 to 07/07/2024	
V2524	7/12/2024	Witczak, Evan	585.97
	Manual Check	Pay period 06/24/2024 to 07/06/2024	
V2525	7/12/2024	Witczak, Michael	1,080.50
	Manual Check	Pay period 06/24/2024 to 07/06/2024	
V2526	7/26/2024	Alpert, Lily	974.28
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2527	7/26/2024	Austin, Chase	1,893.18
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2528	7/26/2024	Bertges, Andrew	1,971.28
	Manual Check	Pay period 07/08/2024 to 07/20/2024	
V2529	7/26/2024	Brower, Lindsey	1,553.76
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2530	7/26/2024	Cain-Bieri, Theresa	2,049.22
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2531	7/26/2024	Crowell, Andrew	1,693.26
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2532	7/26/2024	Fairchild, John	1,443.69
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2533	7/26/2024	Granner, Katherine	1,203.22
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2534	7/26/2024	Houck, Mary	166.23
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2535	7/26/2024	Huberty, Colleen	1,304.11
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2536	7/26/2024	Linczmaier, Kurt	1,770.84
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2537	7/26/2024	Murre, Quentin	1,098.98
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2538	7/26/2024	Neville, Jon	232.73
	Manual Check	Pay period 07/08/2024 to 07/21/2024	

General Checking

ALL Checks

Posted From: 7/11/2024 From Account:
Thru: 8/01/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2539	7/26/2024	Pothast, Michael	1,199.47
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2540	7/26/2024	Reetz, Laura	1,486.36
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2541	7/26/2024	Reinert, Dustin	1,327.20
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2542	7/26/2024	Roesch, Ryan	4,484.46
	Manual Check	Pay period 07/07/2024 to 07/20/2024	
V2543	7/26/2024	Thomas, David	166.23
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2544	7/26/2024	Thyssen, Travis	2,713.23
	Manual Check	Pay period 07/08/2024 to 07/20/2024	
V2545	7/26/2024	Witczak, Evan	1,042.74
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
V2546	7/26/2024	Witczak, Michael	631.00
	Manual Check	Pay period 07/08/2024 to 07/21/2024	
Grand Total			226,073.72

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General Checking

ALL Checks

Posted From:	7/11/2024	From Account:	
Thru:	8/01/2024	Thru Account:	

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	118,612.83
Total Expenditure from Fund # 300 - DEBT SERVICES	23,322.85
Total Expenditure from Fund # 501 - DOCK FUND	82,932.04
Total Expenditure from Fund # 601 - AIRPORT FUND	1,206.00
Total Expenditure from all Funds	226,073.72

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ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	7/31/2024	Andrew Farah returned slip waiting list	500.00
	7/31/2024	Associated Appraisal Consultants, Inc. august	1,308.33
	7/31/2024	BOUND TREE MEDICAL LLC gauges, stethoscope, bandages etc	683.28
	7/31/2024	Conway, Olejniczak & Jerry, S.C. record search, bluff ln, airport, chambe	2,136.00
	7/31/2024	Door County IT report support, bookmarks	639.51
	7/22/2024	Door County Treasurer MFL Due to county, withdrawn	492.96
	7/31/2024	Door County Treasurer signs	134.88
	7/31/2024	Door Guard Security Systems 2024-2025 Monitoring	760.00
	7/31/2024	Fastenal Company bulk fasteners	262.40
	7/31/2024	Impact Northeast WI copier meterand monthly fee	233.05
	7/31/2024	La Vine's Ice Company, LLC	444.50
	7/31/2024	LaForce keys	85.00
	7/31/2024	Lawn Doctor Spruce park 2857	1,082.00
	7/31/2024	Leon & Sharon Zellner pvc, sharpening, menards	119.51
	7/31/2024	Monroe Truck Equipment hinge and hoiset repairs 2016 silverado	2,429.00
	7/31/2024	Northern Door Communications, Inc Radio	471.00
	7/31/2024	Peninsula Pulse legals, ord 2024-04	35.11
	7/31/2024	Portside Builders return bond 8914 rydeen Rd	400.00
	7/31/2024	Reinhard Plumbing, Inc replace hot water heater	2,108.97

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ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	7/31/2024	Riesterer & Schnell Inc blet alignment jd	502.59
	7/31/2024	State Chemical Solutions fragrance paks	455.62
	7/31/2024	Statewide Services Pollution Liability	1,913.74
	7/31/2024	Summerset Marine Construction barge, tug, hauling and gravel CI roads	5,057.00
	7/31/2024	The Uniform Shoppe clothing	289.65
	7/31/2024	Van's Fire & Safety, Inc Extinguisher servicing	88.99
	7/31/2024	Warner-Wexel, LLC tp, gloves, cleaner, paper towel etc	1,687.07
	7/31/2024	West Marine Pro 1094	18.48
	7/31/2024	WI Dept. of Justice - TIME Time access	192.75
	7/31/2024	Wisconsin Building Supply 2643718	160.29
	7/31/2024	Wisconsin Dept of Transportation bike ped feasibility study	40.45
Grand Total			24,732.13

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ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND

21,873.89

Total Expenditure from Fund # 501 - DOCK FUND

2,858.24

Total Expenditure from all Funds

24,732.13