

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, DECEMBER 4, 2024
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 P.M.

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| 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 (<i>Reports are for informational purposes only</i>) | |
| 7. Public Comment | |
| 8. Consideration of right of first refusal hangar A-7 | D/A |
| 9. Consideration of sale of hangar A-7 from Keven Schmidt to Scott W. Pearson | D/A |
| 10. Consideration of recommendation to enter lease agreement with Scott W. Pearson | D/A |
| 11. Consideration of Through the Fence Access Lease Agreement Ephraim-Gibraltar Airport | D/A |
| 12. Northern Sky Theater request for support to lobby State to be removed from property tax rolls | D/A |
| 13. Police/Fire Committee Advertisement | D/A |
| 14. Consideration of bids or no bids for Chambers Island Municipal Storage Building | D/A |
| 15. Consideration of bids for Fire Department Generator | D/A |
| 16. Consideration of Operator's Licenses 2024-25 | D/A |
| 17. Consideration of 2025 office schedule | D/A |
| 18. Approval of 2025 employee handbook | D/A |
| 19. Consideration of 2025 Fee and Forfeiture Schedule | D/A |
| 20. Accept Community Investment Fund Grant | D/A |
| 21. Consideration of RFP for bids for trail installation for the Fish Creek Park Connectivity Trail | D/A |
| 22. Consideration of budget amendment | D/A |
| 23. January meeting date | D/A |
| 24. Payment of Accounts | D/A |
| 25. Adjourn | D/A |

/s/ Steve Sohns, Chair

DEVIATION IN ORDER MAY OCCUR

Posted November 27, 2024	<input checked="" type="checkbox"/> Fish Creek Post Office
	<input checked="" type="checkbox"/> Fish Creek BP
	<input checked="" type="checkbox"/> Town Center Display Case
	<input checked="" type="checkbox"/> Town Website
_____ Laura Reetz, Clerk	

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

It is possible that members of and possibly a quorum of members of other governmental bodies of the municipality may be in attendance at the above-stated event.

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

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TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WITH CLOSED SESSION PER WIS. STATS. §19.85(1)(a) and 19.85(1)(c)
WEDNESDAY, NOVEMBER 13, 2024
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK, WI 54212
7:00 PM

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Approved:

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

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

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Pledge of Allegiance:

Adopt agenda: *Motion:(Birmingham/Chomeau) to approve the agenda as written. Carried.*

Approve minutes of previous meeting(s): *Motion:(Birmingham/Merkel) to approve October 2, 2024 Regular Meeting Minutes as corrected on page 2 at line 15 and page 3 at line 40. Carried.*

Motion (Selenica/Chomeau) to approve October 16, 2024 Special Meeting Minutes as written.

Carried. Motion:(Birmingham/Chomeau) to approve October 2, 2024 Public Hearing Minutes as written. Carried.

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Parks and Lands: Buske reported Parks and Lands did not meet in October. Two new trees were placed, one at Noble Park and one at Clark Park.

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Fire Department/EMR: Chief Bertges was not present but provided written report, read by Supervisor Merkel. **Call Volume:** 38 calls in October, up from 18 in 2023. **Significant events:** Vehicle accident at EE and A. EMR's responded to a call where the ambulance was canceled. EMR's on scene requested the ambulance back and had patient transported. She had to be shocked on the way to the hospital. EMS praised Gibraltar EMRs. Low angle rope rescue of female and two dogs in Peninsula State Park. RIC support at North Port for vehicle in the water. 15-acre wildland fire on Washington Island. Door County CERT made cover of Wisconsin Emergency Managers newsletter. October 26th Open House went well. Estimated 400 folks (up from around 300 in 2023). Participants included Eagle III Helicopter, DCEMS, and Wisconsin K-9 SOS. Many businesses contributed food and donations. Activities included dog tracking, drone, and extraction demo. **Projects:** Accepted bid for MSA SCBAs. Department match is 5% of \$30k. IST/CERT: Would like to train on filling SCBA tanks.

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Police Department: Chief Roesch not present. Thyssen reported Chief Roesch assisted with Homecoming parade, participated in Fire Department open house, lead the costume parade at Jack Days and will participate in Shop with a Cop in December.

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VFC: Lancaster reported via Zoom on Fall Social at White Gull, Jack Days last Saturday in October and membership renewals and new member sign-ups. Next event Hometown Holiday/Tree Lighting event December 7. Have started planning for Winterfest on January 31-February 2.

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Airport: Drajesk advised Airport office closed October 31, will reopen Memorial Day. Due to large population of deer and turkey at the airport, which poses a safety concern, applications to hunt on Airport grounds are available. Airport may consider a closed season with professional hunters. Drajesk provided status of tree clearing on new lot. Advised of change in FAA rules on BOA funding. This will be addressed further under Agenda item 15. Drajesk provided update on County Zoning issue. Question from Chomeau regarding zoning issue and Master Plan.

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Watershed: Merline not present.

1 **Plan Commission:** Merline not present. Thyssen reported Plan Commission will meet in
2 December to finalize goal work and finish architectural design standards.

3 **Harbor Commission:** Harris reported water levels down about foot from Labor Day. All
4 moorings are out and floating docks are winterized. Reported on status of Dock House floor
5 replacement and dock camera installation. Still have not received full report from AMI. 2024
6 numbers were discussed.

7 **Door County Tourism Zone/Room Tax:** Thyssen reported on October monthly meeting. Year-
8 end projections show a 1 to 3 % increase from previous year. Continue to work on delinquent
9 accounts. Still working on proposal to assist smaller communities with STR management.

10 **Building Committee:** No report.

11 **Door County Coastal Byways:** Reetz reported she reached out to Chair Anne Miller who
12 provided an update on website maintenance, 2025 brochure distribution and coloring book supply.
13 Next meeting should be scheduled this week.

14 **Broadband report:** Steigenberger reported the last Broadband Committee meeting was in
15 September. Right of entry agreement deadline was September 30. Will not meet again until we
16 receive design plans.

17 **County Board Representative Report:** Chomeau reported on items from the last County Board
18 meeting. County passed 2025 budget and denied Liberty Grove's petition to amend
19 Comprehensive Zoning Ordinance in Heartland 10.

20 **Clerk report:** Reetz reported on November 5 2024 Presidential election and advised April 2025
21 nomination packets are ready.

22 **Treasurer Report:** Cain-Bieri reported she will be working on taxes, STR and business licenses
23 renewals and dock and mooring renewals.

24 **Administrator:** Thyssen reported he has been attending Green Tier compliance meetings. Failure
25 to maintain compliance will affect ability to apply for many grants. Maintenance has been taking
26 care of downed trees and branches and taking care of leaves. He also reported the Sanitary District
27 purchased smoke machine and cracks were found in lateral lines. Steigenberger noted cracks are
28 not in Sanitary District, but in lines to homes. Sanitary is working to resolve odor issues. Thyssen
29 advised he addressed issue affecting Dock where Sanitary was using a hose to pump water into
30 their in-surge. Bid opening for Phase II of sewer extension is December 3. Thyssen also reported
31 he is working with Cedar Corp on Islandview intersection, Cedar Court storm sewer and
32 watershed.

33 **Noble House:** Buske reported wreath sales going well. Community member has donated tree for
34 December 7 tree lighting, Blue Horse offered to provide cookies and hot coco afterward and
35 Gibraltar choir will lead singing.

36 **Chairman:** Sohns reported that there was nothing of any urgency to report at this time.

37 **Public Comment:** Laurie Buske addressed the Board, advising that November is gratitude month
38 and it's important to be grateful for one another and also mentioned haunted trail was awesome.

39 **Adopt 2025 Town Budget:** *Motion (Comeau/Merkel) to adopt 2025 Town Budget. Carried.*

40 **Special Event Request VFC Hometown Holiday/Town Tree Lighting:** Jessica Murphy
41 presented VFC special event request via Zoom. *Motion (Birmingham/Selenica) to approve special
42 event request for Visit Fish Creek Hometown Holiday/Town Tree Lighting event on December 7
43 with set up on December 6. Carried.*

44 **Special Event Request: YMCA Ugly Sweater Run:** Holly Butenhoff presented YMCA special
45 event request. Discussions regarding use of blockades and request for full road closure during
46 event. Chomeau suggested sending letter to residents of Gibraltar Road advising of event. *Motion
47 (Selenica/Chomeau) to approve special event request for YMCA Ugly Sweater Run event on
48 December 7 with one lane road closure. Carried.*

1 **Consideration of Operator’s Licenses 2024-25:** *Motion (Birmingham/Chomeau) to approve*
2 *additional 2024-2025 Operator’s License. Carried.*

3 **Consideration of bids or no bids for Holiday Harbor Cottages:** Thyssen reported three bids
4 were received, one for each cottage, and each bid meets the requirements. *Motion*
5 *(Birmingham/Selenica) to accept three bids for cottages. Carried.*

6 **Consideration of bids or no bids for Gibraltar Fire and Rescue SCBA:** Thyssen reported one
7 bid was received and it meets requirements. *Motion (Merkel/Chomeau) to accept Macqueen bid*
8 *in the amount of \$30,850 for the grant and \$3,650 in additional equipment. Carried.*

9 **Maintenance request for blower attachment for trackless:** Consideration of maintenance
10 request to purchase blower attachment for trackless. Kurt Linczmaier presented request via Zoom.
11 Supervisor Merkel agreed blower is needed but recommended purchasing stand-on unit and
12 provided reasoning. Response from Linczmaier. Supervisor discussions. Supervisors request more
13 information and product demo. Board to take no action.

14 **Airport loan discussions:** Consideration of staff recommendation to approve funding options for
15 Airport to cover cost of WPS installation to new hangars, which is no longer funded by BOA. Jeff
16 Drajesk spoke on behalf of Airport. *Motion (Chomeau/Merkel) to float the Airport funds from*
17 *dedicated capital funds earmarked for runway improvement to cover cost of WPS installation and*
18 *allow staff to send commitment letter to WPS. Carried.*

19 **Diggers Hotline enrollment:** Staff recommendation for Town Board to approve enrollment in
20 Diggers Hotline. Dennis Steigenberger explained how Digger’s Hotline, which is addressed in
21 Wisconsin Statutes, works and the benefit of enrollment. *Motion (Chomeau/Birmingham) to move*
22 *forward with participating in Digger’s Hotline. Carried.*

23 **Resolution for surface water grant application:** Staff request to approve resolution to move
24 forward with the second part of application for the DNR surface water grant (Fish Creek watershed
25 rehabilitation). *Motion (Birmingham/Chomeau) to approve DNR Grant Project Resolution*
26 *authorizing the Town to submit the grant application.*

27 **Records disposal plan adoption:** Staff recommendation to adopt State Municipal Records
28 Retention schedule. Laurie Buske addressed the Board. Nancy Sargent addressed the Board. Karl
29 Stubenvoll addressed the Board. Lengthy supervisor discussions regarding adoption of records
30 retention policy. Board to take no action.

31 **Minimum fund balance/reserve:** Staff recommendation to increase Town Minimum Fund
32 Balance Policy from 16% to 18% of the next fiscal year’s general fund expenditure budget, not
33 including debt service, in order to maintain sufficient cash reserves for working capital and
34 emergency expenditures. *Motion (Birmingham/Selenica) to accept Treasurer’s recommendation*
35 *to increase minimum fund balance to 18%. Carried.*

36 **Adjourn to closed session according to Wisconsin State Statutes 19.85(1)(a) and 19.85(1)(c)**
37 *Motion (Chomeau/Birmingham) to adjourn to closed session at 8:52 p.m. via roll call vote.*
38 *Birmingham aye, Sohns aye, Chomeau aye, Selenica aye, Merkel aye. Carried.*

39 **Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adopt**
40 **resolution on issues discussed in closed session:** *Motion (Chomeau/Birmingham) to reconvene*
41 *open session at 9:13 p.m. Carried.*

42 **Approve action(s) taken in closed session:** *Motion (Merkel/Sohns) to approve action taken in*
43 *closed session—approve Resolution 2024-06 Compensation Schedule. Carried.*

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

45 **Adjourn:** *Motion (Chomeau/Birmingham) to adjourn at 9:11 p.m. Carried*

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47 Respectfully submitted,
48 Laura Reetz, Clerk

To: Town Board

From: Staff

Request:

Approval of the Airport agreement for Hanger A-7 sale to Scott W. Pearson with lease.

Background:

The Town of Gibraltar is given the right of first refusal in all airport hangar transactions. This is standard practice. Currently the Town Board has no need for any hangars and staff recommends passing on the hangar. Passing on the hangar allows the Airport Commission to sell and lease the hangar.

Analysis:

The Town currently has no need for hangar space. Staff have received no complaints about leasing the hangar space to Scott W. Pearson.

Recommendation:

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

Fiscal Impact:

There is no fiscal impact to the 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 Scott W. Pearson (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-7 (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, Scott W. Pearson, 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. Construction Plans. All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

25. 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:

Scott W. Pearson
Post Office Box 115
Ephraim, WI 54211

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

Scott W. Pearson

Village of Ephraim

By: _____
Michael McCutcheon, MD, President

EXHIBIT A

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of October 1, 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 Scott W. Pearson ("Guarantor").

BACKGROUND

A. Scott W. Pearson ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site A-7 (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:

Scott W. Pearson
Post Office Box 115
Ephraim, WI 54211

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:

Scott W. Pearson

LESSOR:

Town of Gibraltar

*Steven Sohns

Village of Ephraim

*Michael McCutcheon, MD

EPHRAIM-GIBRALTAR AIRPORT
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

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.

EPHRAIM-GIBRALTAR AIRPORT
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

- c. The primary aircraft stored in the hangar must be owned or leased, either fully or partially, by the hangar owner/Lessee or a legal entity of which the owner/Lessee 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/Lessee may allow others to store aircraft or other items as stated in the Lease or these SOPs.
 - d. After the hangar owner/Lessee has established primary use with their own aircraft, the owner/Lessee 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/Lessee 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/Lessee 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. 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.

EPHRAIM-GIBRALTAR AIRPORT
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

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 the 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: SCOTT W. PEARSON

Hangar Number: B-7

Address: PO Box 115, EPHRAIM VT 54211

Signature: [Signature]

Date: 10/25/24

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

To: Town Board

From: Staff/Airport Commission

Request:

Approval of a through the fence access agreement with the Ephraim/ Gibraltar Airport

Background:

The B.O.A. allows for through the fence agreements. Essentially a through the fence applies to individuals who own property that abuts an airport and is contiguous to the airport property allowing direct access to a taxiway.

Mr. Drajesk property meets these criteria and requirements. Additionally, Mr. Drajesk property allows for a hanger sized building to be constructed on his private property. Mr. Drajesk is asking permission to have access (through a lease agreement). To the airport taxiway from his private property.

Analysis:

This is practiced in other airports

The lease agreement will allow additional revenues to be generated for the airport budget without need or worry about maintenance or upkeep to the hangar.

Potentially we could open another currently used hanger to reduce the hanger waiting list.

All costs to complete this will be borne by Mr. Drajesk.

Recommendation:

The Airport Commission has approved the initial agreement and is awaiting the Town and Village approvals.

Fiscal Impact:

Additional funds to the airport budget loosen any potential fiscal pitfalls that could occur. Town would have no fiscal impact.

November 25, 2024

To: Town of Gibraltar Board and Village of Ephraim Board

From: Jeff Drajesk

Re: Residential Through-The-Fence (RTTF) Access to the Ephraim-Gibraltar Airport

Dear Board Members:

I wish to construct a storage building on my property at 9624 County Road A in Fish Creek, and I also wish to use that for maintenance and storage of my aircraft. This will be in compliance with all Town and County building requirements, and I am seeking approval for access to the Airport from this building.

The FAA allows such access under the conditions that:

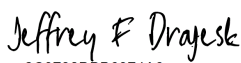
1. This is covered by a written lease agreement of no more than 20 years duration (renewable) to be reviewed/approved by FAA,
2. The lessee pays access charges comparable to tenants/operators making similar use of the airport, the lessee pays for all costs related to creating and maintaining such access,
3. The lessee is prohibited from using their property for any commercial aeronautical purpose, including the sale of aviation fuel on their property, and
4. The lessee prohibits access to the airport from unauthorized users through the lessee's property.

The Ephraim-Gibraltar Airport has RTTF access as approved by all parties for Gary Glojek in 2014, and I have used Mr. Glojek's agreement as the basis for the attached draft RTTF agreement, including updates for sections shared with the Hangar Lease Agreement as well as current FAA/WI BoA standards. This agreement complies with all FAA requirements, and the fee for access is tied to the fee for an annual aircraft tie-down fee (as with Mr. Glojek's standing agreement), currently at \$523 per year.

I am coming to you now because I would like to complete this building and access by July 1 2025, and the process through you, the WI BoA and the FAA must be completed for me to make financial commitments and begin the permitting process.

As a current Hangar Lessee and regular user of this airport, I commit to follow all applicable local, state and federal requirements for the safe operation of my aircraft on this property.

Sincerely yours,

DocuSigned by:

2C0732DBB6374A6...

Jeff Drajesk
9624 County Road A
Fish Creek, WI 54212
jdrajesk@gmail.com, 262-758-9832

Residential Through-the-Fence Lease Agreement

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 Jeffrey F. Drajesk (hereinafter referred to as “Lessee”).

WHEREAS, Lessor owns and operates an airport known as the Ephraim-Gibraltar Airport (the “Airport”) and Lessee is the owner of land adjoining airport property; and

WHEREAS, Lessee desires ingress and egress privileges to and from the airport premises for the express purpose of operation of personal aircraft.

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

- 1. Access Description.** The Lessee shall have the right of unrestricted ingress and egress to and from the airport premises from Lessee’s property to the runway 1/19 north apron area, and Lessee is responsible for any and all costs in preparing and maintaining such access. Lessor shall not interfere with Lessee's access.
- 2. Term.** The term of this lease shall be for a period of twenty (20) years commencing on July 01, 2025 or upon completion of the new taxiway, whichever is earlier.
- 3. Renewal.** In the event Lessee desires to renew this lease, Lessee shall give Lessors written notice thereof at least six (6) months prior to the expiration of the term of this lease. Such renewal shall be for like terms and conditions.
- 4. Rent.** The Lessee agrees to pay the Lessors a sum equal to twelve (12) months of long-term aircraft parking at \$523.00, payable by January 31st of each year. 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.

It is understood and agreed that the rental rate specified shall be subject to reexamination and shall be held equivalent to Lessors’ long-term aircraft parking fees.

Lease payments shall be made payable to Ephraim-Gibraltar Airport and shall be sent to: Town of Gibraltar, PO Box 850, Fish Creek WI 54212.

- 5. Access Maintenance.** All maintenance activities relating to the upkeep of the access route shall be the responsibility of Lessee.
- 6. Airport Maintenance.** Lessors reserve the right to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

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 authorities having jurisdiction over the conduct of operations at the airport.

8. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:

- a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
- b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessors to charge fees for the use of such areas.
- c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessors, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.

9. Commercial Operations. Lessee agrees to maintain the property for residential use and refrain from any aeronautical commercial use of the property.

10. Unauthorized Users. Lessee agrees to utilize ingress and egress only for Lessee's aircraft and the aircraft of Lessee's guests and invitees. Access to the airport from unauthorized users, through Lessee's property, is prohibited.

11. Fuel Sales. Lessee is prohibited from selling aviation fuel on their property.

12. Airport Development. The Lessors reserve the right to further develop and improve the airport as Lessors sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee.

13. 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.

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 and cancel the same. Upon default, Lessee shall be responsible for all costs of collection, including, without limitation, Lessor's attorney fees.

15. Lease Transfer: The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessors, which consent shall not be unreasonably withheld.

16. Subordination: 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. In the event that the Lessor reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the Lessor and the United States or State of Wisconsin, the Lessor shall have the unilateral right to modify or terminate this Agreement to ensure the Lessor's compliance with all such agreements with the United States or State of Wisconsin. 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.

17. Nondiscrimination: The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:

- a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
- b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 4 of 4 Revised: 9/2/2014
- c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.

18. 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.

20. Severability: This lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so long as such deletion does not materially prejudice Lessors or Lessee in their respective rights and obligations contained in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.

21. Adherence to Standard Operating Procedures. Lessee shall adhere to all applicable 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.

22. Construction Plans. The location of the access point shall be approved by the Airport Commission.

23. 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:

Jeffrey F. Drajesk
9624 County Road A
Fish Creek, WI 54212

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

Village of Ephraim

By: _____
Michael McCutcheon, MD, President

EXHIBIT A

Ephraim-Gibraltar Airport Fee Schedule

EXHIBIT

**Ephraim-Gibraltar Airport Layout Plan (ALP)
Including Pen-and-Ink Access Point**



022



To: Town Board

From: Staff

Request:

Northern Sky is seeking Town board support to pursue tax exempt status through legislative consideration.

Background:

The current Tax for Northern Sky Theaters on County Highway F are; gross \$34,501.30

In the event the Theater was granted a special tax exception from the State of Wisconsin the \$34,501.30 would be dispersed equally by valuation to the parcel owners of the taxing institution.

Analysis:

Treasurer estimations of the current tax would add approximately \$15.87 per \$500,000 valuation to Gibraltar residents.

Recommendation:

Town Board is only taking action on supporting Northern Skys' pursuit of special state exemptions, there will be additional hurdles for Northern Sky if this is granted.

Fiscal Impact:

The Town as a Municipality and properties are tax exempt so this would have no impact on the town or budget as the decrease in tax would be dispersed among the other parcel owners and their valuations.



Northern Sky Theater is seeking a resolution from the Town of Gibraltar that will provide Representative Joel Kitchens with the support he seeks to champion an adjustment to an existing property tax exemption (below) or the creation of a new carve-out exemption that specifies an operating definition that includes, exclusively or generally, Northern Sky Theater's Gould Theater and Creative Campus. Representative Kitchens would move this forward either through the next budgeting process or on the floor of the legislature and, if approved, would go into effect with the 2027 tax bill.

The Northern Sky Theater Creative Campus is located at 9058 County Road A, on the southeast corner of County Roads A and F, in Fish Creek WI. The company owns two adjacent parcels at this location, totaling almost 40 acres.

Northern Sky Theater requests an exemption from property tax for **Parcel # 014-01-02302722A1**. This property is zoned commercial with a "Fine Arts Venue" conditional use.

The above parcel is home to the Northern Sky Theater Creative Campus, completed in late 2019 and the company's newly centralized creative, administrative and operational hub. The main Creative Center building is also the location of the company's new indoor venue, the 250-seat Gould Theater. Northern Sky's original and primary venue is the 700-seat Northern Sky Amphitheater, located within and leased from the Wisconsin Department of Natural Resources. In 2016, Northern Sky signed a 15-year lease extension with the Department of Natural Resources. The official address of the Amphitheater is 10169 Shore Road, Fish Creek, WI 54212.

Property tax exemption status is usual and customary for comparable Wisconsin non-profit theaters. Many Wisconsin companies have been granted exemption, including Wisconsin's largest company, the Milwaukee Repertory Theater. Door County's own Peninsula Players, also located in Fish Creek, and approximately the same size as Northern Sky Theater, is notably also exempt.

Below is an existing bill that was created for Peninsula Players in 2003-2004. History: According to Brian Kelsey, Peninsula Players Managing Director, this exemption language was crafted and championed by former Representative Garey Bies. Assembly Bill 628 was endorsed by Bies and former Senator Frank Lasee and presented/passed 2003-04. Representative Bies shepherded the motion through the legislature to get the Peninsula Players' buildings and grounds off the property tax books. There was a vote by the Town of Gibraltar (one dissenting), County Board (all in favor) and then in Madison (all in favor). This was done prior to building their new theater and the language was fashioned so that it could only ever apply to Peninsula Players.

If the existing carve out for Peninsula Players was adjusted for Northern Sky, it could look like this (yellow highlighted text is original language used to limit applicability and green highlighted text is offered as means to expand applicability to include Northern Sky Theater):

“(29p) NONPROFIT OUTDOOR THEATERS. All the property owned or leased by an organization that is exempt from taxation under section 501 (c) (3) of the Internal Revenue Code, as confirmed by a determination letter issued by the Internal Revenue Service no later than July 31, 1969, October 1, 1990, if all of the property is used for the purposes for which the exemption was granted, the property includes one or more outdoor theaters for performing theater arts which have a total seating capacity of not less than 400 240 persons, and the organization operates the theater or theaters.”

A copy of Northern Sky's most recent property tax assessment is attached. The Creative Center 40-acre combined properties value was reassessed at \$4,359,600. Our property tax liability was \$34,501.30 in 2023.

Northern Sky is now one of Wisconsin's largest non-profit performing arts institutions is a beloved WI treasure - what we do and the stories we create are uniquely popular with our ever-expanding audience. Especially over the next several years, as the organization looks to recover from the Covid pandemic and its impact on the strictures and psychology of large group gatherings, this additional significant expense will be extremely burdensome.

Northern Sky applied for property tax exemption in 2021 and the request was denied for reasons stated in the attached determination letter from Associated Appraisal Consultants, Inc., dated 5/6/21. In summary, the assessment was that Northern Sky's operation did not fit the definition of any existing exemption definition.

Based on initial feedback from individual town board members in 2024, Holly Feldman and Dave Maier met with Representative Kitchens on August 28th. At that meeting, Representative Kitchens pledged his support pending an initial support and approval by the Gibraltar Town Board. He asked that Holly reach out to Gibraltar Town Administrator, Travis Thyssen, to bring him into the loop, get his thoughts, and ensure that the company was going about this in the right way. Holly met with Travis and the Town Treasurer, Theresa Cain-Bieri on September 9th.

The Town Administrator and Treasurer recommended that Northern Sky's proposal be added to the December 2024 Town Board agenda for endorsement, thereby avoiding a lengthy budget approval process in November. They also recommended that we provide a packet of information to the town board ahead of the meeting and solicit no more than three letters from the public in support of the resolution. In addition, Theresa calculated that the net change would amount to an approximate \$3.19 increase on \$100K of valuation using the town mill rate.

Northern Sky contributes significantly to the state and local tax base. In 2023, Northern Sky paid approximately \$57,000 in WI state sales tax on all earned revenue.

Ultimately, Northern Sky must pursue every opportunity to ensure the company's sustainability. To this end, we ask your help in championing this cause through the legislative process.

GIBRALTAR TREASURER
 THERESA CAIN-BIERI
 PO BOX 850
 FISH CREEK WI 54212-0850

Please inform the treasurer of any address change.



NORTHERN SKY THEATER INC
 PO BOX 273
 FISH CREEK WI 54212

MAIL IN PAYMENTS ARE ENCOURAGED

CHECK COUNTY WEBSITE FOR HOURS OF
 OPERATION AT CO.DOOR.WI.GOV

Property Address
 9058 COUNTY HWY A

STATE OF WISCONSIN
 REAL ESTATE PROPERTY TAX BILL FOR 2023
 TOWN OF GIBRALTAR
 DOOR COUNTY

BILL NO. 35952
 Correspondence should refer to parcel number
 PARCEL #: 0140102302722A1
 ALT. PARCEL #: 15 014 4 30 27 02 2 02 000

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	A star in this box means unpaid prior year taxes
234,600	4,125,000	4,359,600	0.9924	235,800	4,156,600	4,392,400	
Taxing Jurisdiction	2022 Est. State Aids Allocated Tax Dist.	2023 Est. State Aids Allocated Tax Dist.	2022 Net Tax	2023 Net Tax	% Tax Change	Gross Property Tax	
DOOR COUNTY	144,649	182,322	14,078.59	11,473.25	-18.5%	34,525.92	
TOWN OF GIBRALTAR	243,386	329,222	12,218.13	10,740.65	-12.1%	-24.62	
N.W.T.C.	888,870	913,480	3,006.11	2,639.18	-12.2%		
GIBRALTAR SCHOOL	263,380	253,364	11,430.25	9,672.84	-15.4%		
Total	1,540,285	1,678,388	40,733.08	34,525.92	-15.2%		
	First Dollar Credit		25.32	24.62	-2.8%		
	Lottery & Gaming Credit						
	Net Property Tax		40,707.76	34,501.30	-15.2%		

School taxes reduced by
 school levy tax credit \$2,350.00

IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.
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 SEC 02, T 30 N, R 27 E, NW¼ of NW¼
 COM NW COR SEC 2:N87*E759' S1*E330'
 N87*E200' S1*E511.30' S86*W959.14'
 N1*W846.09 'BG.

Net Assessed Value Rate
 (Does NOT reflect credits)
 0.007919514

TOTAL DUE FOR FULL PAYMENT
 PAY BY **January 31, 2024**
\$ 34,501.30
Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty.
Failure to pay on time. See reverse.

Installments may be paid as follows:
 17250.65 DUE BY 01/31/2024
 17250.65 DUE BY 07/31/2024

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases
 Taxing Jurisdiction
 GIBRALTAR SCHOOL 196,826.96
 GIBRALTAR SCHOOL 523,718.93

Total Additional Taxes Applied to Property 1,905.02
 Year Increase Ends 2024 2038

RETAIN THIS PORTION AS YOUR COPY
 SEE REVERSE SIDE FOR IMPORTANT INFORMATION

PAY 1ST INSTALLMENT OF:
 \$17,250.65
 By January 31, 2024

AND PAY 2ND INSTALLMENT OF:
 \$17,250.65
 By July 31, 2024

OR PAY FULL AMOUNT OF:
 \$34,501.30
 By January 31, 2024

Amount Enclosed: \$ _____
 Make Check Payable and Mail to:
 DOOR COUNTY TREASURER
 RYAN SCHLEY
 421 NEBRASKA ST
 STURGEON BAY WI 54235
 (920) 746-2286
 2023 Real Estate Property Bill #
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 NORTHERN SKY THEATER INC
 Include This Stub With Your Payment

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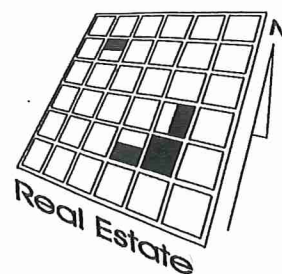
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 NORTHERN SKY THEATER INC
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PA-6863 (R. 8-15)

Associated Appraisal Consultants, Inc.

Appleton ■ Hurley ■ Lake Geneva



May 6, 2021

Northern Sky Theater, Inc
C/o Dave Maier
9058 County Rd A
Fish Creek, WI 54212

Dear Mr. Maier,

We have received your request for property tax exemption (form PR-230), dated 2/26/2021, for the property located at 9058 County Rd A, Fish Creek, WI, in the Town of Gibraltar (parcel 014-01-02302722A1).

According to the exemption request, your organization is seeking tax exemption for this property under Wisconsin Statutes §70.11(43) AND/OR §70.11(29m)

Upon review of your request, and consultation with the Town's municipal attorney, the assessor hereby denies your request for property tax exemption for the 2021 assessment year. Our reasoning is as follows.

(a) Wisconsin Statutes §70.11(43) requires that the property includes one or more buildings that are located within, or are surrounded by, a municipal park and must include one or more theaters for the performing of arts that has a seating capacity of not less than 600 persons.

(b) Wisconsin Statutes §70.11(29m) requires that the property includes one or more buildings listed on the national register of historic places and one or more theaters for performing theater arts which have a total seating capacity of not less than 800 persons.

If you believe our determination is in error, you may make a claim under Wisconsin Statutes §74.35. You may also make a new exemption request for 2022. For any questions, you may call me at 920-749-1995.

Respectfully,

A handwritten signature in black ink, appearing to read "J. Carlson".

James Carlson
Project Manager
Associated Appraisal Consultants, Inc.

Town of Gibraltar
PO Box 850
Fish Creek, WI 54212

Dear Mr. Sohns, Ms. Chomeau, Mr. Merkel, Mr. Birmingham, and Mr. Selenica,

I am writing to express my strong support for the resolution to exempt Northern Sky Theater's Gould Theater and Creative Campus from property taxes. As a Fish Creek business owner and active member of the community, I believe this exemption will not only benefit Northern Sky Theater but will also serve the broader interests of Gibraltar and the Door County.

I first became involved with Northern Sky Theater (NST), then American Folklore Theatre, thirty years ago as a volunteer. I fell in love with the music, the original shows, the creative community, and the access to family-friendly and affordable theater it brought to Fish Creek. Over my years working for the theater during my college and graduate school summers, I saw countless Wisconsin families have their first theater experience at NST and then return year after year. Now, as the owner of the White Gull Inn, we have hundreds of guests who book their stays around the theater seasons of NST and Peninsula Players. The new Gould Theater has expanded that season well into the fall, and provided a venue for a number of community arts events that attract locals and visitors throughout the winter season.

Northern Sky Theater has become a cultural cornerstone for our community, bringing high-quality performances and artistic engagement to residents and visitors alike. Like Peninsula Players, who received property tax exemption 20 years ago, exempting NST from property taxes would allow the organization to allocate more resources towards expanding its programming, improving the facilities, and maintaining its long-term sustainability. The financial relief provided by this exemption would ensure that NST remains a thriving cultural resource for years to come.

The growth and success of NST benefit not only the immediate area but also elevate the reputation of Fish Creek as premier destination for the arts. The Theater's contributions to the local tourism economy, education, and community well-being are immeasurable, and the tax exemption would be a small but meaningful way to support their continued success.

I urge the Town of Gibraltar to approve this resolution in support of Northern Sky Theater's ongoing work and its invaluable contribution to our community.

Thank you for your time and consideration.

Sincerely,
Meredith Coulson-Kanter
Owner, White Gull Inn

From: [Andy Coulson](#)
To: [clerk](#)
Subject: Letter to Gibraltar Town Board
Date: Friday, November 22, 2024 3:14:13 PM

Town of Gibraltar Board
PO Box 850
Fish Creek, WI 54212

Dear Mr. Sohns, Ms. Chomeau, Mr. Merkel, Mr. Birmingham and Mr. Selenica,

We are writing to express our support for the resolution to exempt Northern Sky Theater's Gould Theater and Creative Campus from property taxes. As long time residents of Gibraltar and now retired members of the Fish Creek business community, we believe this exemption will not only benefit Northern Sky Theater but will also serve the broader interests of Gibraltar and the Door County.

Northern Sky Theater has become a cultural cornerstone for our community, bringing high-quality performances and artistic engagement to residents and visitors alike. Their programs contribute significantly, both directly and indirectly, to the local economy by drawing tourists, supporting local businesses, and creating employment opportunities for local artists, technicians, and staff. (We have personal experience of this, as all three of our daughters during their high school and college years gained valuable experience and summer income from volunteering and working for the theater.) Northern Sky's venues are major assets to our community, fostering creativity and cultural vibrancy that enhance our quality of life.

Like Peninsula Players, who received property tax exemption 20 years ago, exempting Northern Sky Theater from property taxes would allow the organization to allocate more resources towards expanding its programming, improving the facilities, and maintaining its long-term sustainability.

As a nonprofit, their mission is focused on artistic excellence and community engagement, rather than generating profit. The financial relief provided by this exemption would ensure that Northern Sky Theater remains a thriving cultural resource for years to come.

The growth and success of Northern Sky Theater benefit not only the immediate area but also elevate the reputation of Fish Creek as a premier destination for the arts. The number of guests of our business over the years who indicated they were attracted to Fish Creek initially and returned to it over and over to see plays at American Folklore Theater (now Northern Sky) is innumerable. The Theater's contributions to the local tourism economy, education, and community well-being are immeasurable, and the tax exemption would be a small but meaningful way to support their continued success.

We urge the Town of Gibraltar to approve this resolution in support of Northern Sky Theater's ongoing work and its invaluable contribution to our community.

Thank you for your time and consideration.

Sincerely,

Andy and Jan Coulson

November 20, 2024

Town of Gibraltar
PO Box 850
Fish Creek, WI 54212

Dear Town of Gibraltar Board Members,

I strongly support a resolution to exempt Northern Sky Theater's Gould Theater and Creative Campus from property tax.

Northern Sky Theater is a cultural cornerstone for our community presenting high-quality performances and artistic engagement to residents and visitors alike. The productions greatly enhance the economy by drawing in tourists, supporting local businesses, and creating employment opportunities for multiple positions in the organization. The productions also create and provide a cultural vibrancy that enlarges our quality of life.

Peninsula Players Theater received a property tax exemption 20 years ago. Exempting Northern Sky Theater from property taxes would allow them to allocate more resources toward expanding programming and maintaining a long-term sustainability.

Their mission, as a nonprofit, is focused on artistic excellence and community engagement rather than only generating profit. This provided financial relief would ensure that Northern Sky Theater remains a thriving cultural resource for years to come.

The growth and success of Northern Sky Theater also elevates the reputation of Fish Creek as a premier destination for the arts.

I appeal to the Town of Gibraltar to approve this resolution in support of Northern Sky Theater's ongoing work and its many contributions to our community.

Thank you for your consideration.

Sincerely,

A handwritten signature in cursive script that reads "Andrea Kinsky-Languet". The signature is written in black ink and is positioned below the typed name "Andrea Kinsky-Languet".

Supervisors of the Town of Gibraltar
PO Box 850
Fish Creek, WI 54212

Dear Mr. Sohns, Ms. Chomeau, Mr. Merkel, Mr. Birmingham, and Mr. Selenica,

I am writing to ask for your support for the resolution to exempt Northern Sky Theater's Gould Theater and Creative Campus from property taxes. Having followed Northern Sky Theater's positive impact on our community over the past three decades, I feel strongly that the theater should receive a property tax exemption like those granted to other nonprofit performing arts venues around the state.

I am a year-round Gibraltar resident, Gibraltar Schools alumna and parent, and longtime Northern Sky Theater audience member, volunteer, and (many years ago) employee. I can say with confidence that Northern Sky, more than most other performing arts organizations in the area, engages young audiences and those who may not otherwise seek out live theater with its professional, approachable, original, and family-friendly shows. This is true for residents and visitors alike. This summer, when I took my kids to see a new, original musical, three rows of the audience were filled with Gibraltar Elementary students and their families, not as part of a field trip or organized program, but as regular audience members. This speaks volumes about the outreach Northern Sky has done to families who live in our community, not to mention the thousands of visitors who are drawn to its shows each year, and whose presence positively impacts the rest of the local economy during their vacations.

Northern Sky Theater's comparatively low tickets prices—which are core to its mission—and high-quality, original plays, are only possible because of the work the organization does to operate sustainably without solely relying on ticket revenue. Exemption from property taxes would allow the theater to direct more of its valuable resources toward long-term sustainability of the organization, including keeping ticket prices low and maintaining the creative campus at the Gould Theater.

Fish Creek and Door County are known as arts destinations to visitors, but we as residents benefit as well from the opportunity to live in an arts-focused community. Beyond the economic impact, there are positive community-building and horizon-broadening outcomes that go along with having a unique professional theater in our town.

We all benefit from Northern Sky Theater's continued success and stability, which property tax exemption can support. Thank you for considering such a resolution, and I sincerely hope the Town of Gibraltar will approve the resolution!

Thank you,
Emilie Coulson Salgado



Door County Web Portal - Property Summary

Search powered by



Report-/Print engine
List & Label @ Version 19:
Copyright combit® GmbH
1991-2013

Property: 0140102302722A1

Tax Year	Prop Type	Parcel Number	Municipality	Property Address	Billing Address
2024 ▼	Real Estate	0140102302722A1	014 - TOWN OF GIBRALTAR	9058 COUNTY HWY A	NORTHERN SKY THEATER INC PO BOX 273 FISH CREEK WI 54212
Tax Year Legend: = owes prior year taxes = not assessed = not taxed Delinquent Current					

Summary

Property Summary

Parcel #:	0140102302722A1
Alt. Parcel #:	15 014 4 30 27 02 2 02 000
Parcel Status:	Current Description
Creation Date:	1/1/2008
Historical Date:	
Acres:	17.000

Property Addresses

Primary ▲	Address
<input checked="" type="checkbox"/>	9058 COUNTY HWY A 54212

Owners

Name	Status	Ownership Type	Interest
NORTHERN SKY THEATER INC	CURRENT OWNER		
STELLA MARIS PARISH CORP	FORMER OWNER		

Parent Parcels

No Parent Parcels were found

Child Parcels

No Child Parcels were found

Abbreviated Legal Description

(See recorded documents for a complete legal description)

COM NW COR SEC 2:N87°E759' S1°E330' N87°E200' S1°E511. 30' S86°W959.14' N1°W846.09 'BG.

Public Land Survey - Property Descriptions

Primary	Section ▲	Town	Range	Qtr 40	Qtr 160	Gov Lot	Block/Condo Bldg	Type #	Plat
<input checked="" type="checkbox"/>	02	30 N	27 E	NW	NW				METES AND BOUNDS

District

Code ▲	Description	Category
	DOOR COUNTY	OTHER DISTRICT
	LOCAL	OTHER DISTRICT

	STATE OF WISCONSIN	OTHER DISTRICT
2114	GIBRALTAR SCHOOL	REGULAR SCHOOL
	FISH CREEK - 2	OTHER DISTRICT
1300	N.W.T.C.	TECHNICAL COLLEGE
	OUTSIDE BID-GIB	OTHER DISTRICT

Associated Properties

No Associated properties were found

Building Information

Buildings

Assessments

Assessment Summary

Estimated Fair Market Value: **0**

Assessment Ratio: **0.0000**

Legal Acres: **17.000**

2024 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	14.500	234000	4125000	4359000
G4 - AGRICULTURAL	2.500	600	0	600
ALL CLASSES	17.000	234600	4125000	4359600

2023 valuations

Class	Acres	Land	Improvements	Total
G2 - COMMERCIAL	14.500	234000	4125000	4359000
G4 - AGRICULTURAL	2.500	600	0	600
ALL CLASSES	17.000	234600	4125000	4359600

Taxes

Taxes have not been finalized for the year 2024

Document History

Doc #	Type	Date	Vol / Page	# Pages	Signed Date	Transfer Date	Sale Amount	# Properties
<u>791677</u>	<u>WARRANTY DEED</u>	<u>11/9/2015</u>					<u>\$0.00</u>	<u>0</u>
<u>702443</u>	<u>WARRANTY DEED</u>	<u>1/3/2007</u>					<u>\$0.00</u>	<u>0</u>

Alt. Parcel #: 15 014 4 30 27 02 2 02 000

014 - TOWN OF GIBRALTAR
DOOR COUNTY, WISCONSIN

Tax Address: NORTHERN SKY THEATER INC PO BOX 273 FISH CREEK WI 54212		Owner(s): O = Current Owner, C = Current Co-Owner O - NORTHERN SKY THEATER INC													
Districts: SC = School SP = Special Type Dist # Description SC 2114 GIBRALTAR SCHOOL FISH CREEK - 2 OUTSIDE BID-GIB SP 1300 N.W.T.C.		Property Address(es): * = Primary * 9058 COUNTY HWY A													
Abbreviated Description: Acres: 17.000 (See recorded documents for a complete legal description.) COM NW COR SEC 2:N87°E759' S1°E330' N87°E200' S1°E511. 30' S86°W959.14' N1°W846.09 'BG.		Parcel History: <table border="1"> <thead> <tr> <th>Date</th> <th>Doc #</th> <th>Vol/Page</th> <th>Type</th> </tr> </thead> <tbody> <tr> <td>11/09/2015</td> <td>791677</td> <td></td> <td>WARRA</td> </tr> <tr> <td>01/03/2007</td> <td>702443</td> <td></td> <td>WARRA</td> </tr> </tbody> </table>		Date	Doc #	Vol/Page	Type	11/09/2015	791677		WARRA	01/03/2007	702443		WARRA
Date	Doc #	Vol/Page	Type												
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01/03/2007	702443		WARRA												

Plat: * = Primary
* MB-METES AND BOUNDS

Tract: (S-T-R 40% 160% GL) **Block/Condo Bldg:**
02-30N-27E NW NW

2024 SUMMARY Bill #: Fair Market Value:
0


Valuations: Last Changed: 09/18/2023

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AGRICULTURAL	G4	2.500	600	0	600
Totals for 2024:					
General Property		17.000	234,600	4,125,000	4,359,600
Woodland		0.000	0		0
Totals for 2023:					
General Property		17.000	234,600	4,125,000	4,359,600
Woodland		0.000	0		0

Lottery Credit: Claim Count: 0

GIBRALTAR TREASURER
 THERESA CAIN-BIERI
 PO BOX 850
 FISH CREEK WI 54212-0850

Please inform the treasurer of any address change.


 NORTHERN SKY THEATER INC
 PO BOX 273
 FISH CREEK WI 54212

MAIL IN PAYMENTS ARE ENCOURAGED

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							PAY BY January 31, 2024
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Failure to pay on time. See reverse.

FOR INFORMATIONAL PURPOSES ONLY
 - Voter Approved Temporary Tax Increases

Taxing Jurisdiction	Total Additional Taxes	Total Additional Taxes Applied to Property	Year Increase Ends
GIBRALTAR SCHOOL	196,826.96	715.95	2024
GIBRALTAR SCHOOL	523,718.93	1,905.02	2038

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 17250.65 DUE BY 07/31/2024

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 \$17,250.65
 By January 31, 2024

AND PAY 2ND INSTALLMENT OF:
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OR PAY FULL AMOUNT OF:
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PA-685/3 (R. 8-15)

To: Town Board

From: Staff

Request:

Approve advertisements to fill vacant Police and Fire Commission vacant seats.

Background:

The Town of Gibraltar is required to have a Police and Fire Commission by law in the event there is hiring firing or discipline of any Police or Fire Personnel.

Currently the Police/Fire commission has no members as all terms have expired

Analysis:

With Board direction Staff is proposing to advertise for the three open seats and deliver the applicants to the Town Chairman for his review and appointment. We would keep the three-year terms however the members would be placed one expiring Dec 31, 2026 one Dec 31, 2027 and one Dec 31, 2028

The Police and Fire Commission moving forward will hold one annual meeting for yearly reports and updates, and only called meetings in the event they are needed for recommendation to the Town Board.

Applicants could be appointed and confirmed at the January Board Meeting.

Recommendation:

Staff recommends approval of collecting applicants and reestablishing the Police and Fire Commission through Chair appointment.

Fiscal Impact:

There is no fiscal impact on this request.

To: Town Board

From: Staff

Request:

Move forward with preparing individual contractors/contracts and materials to complete the maintenance/equipment garage on Chambers Island.

Background:

Chambers Island poses very difficult problems when trying to complete projects there. The Island is without power and getting there is by barge only. These logistical challenges have kept firms from providing any design build bids to the town.

The town currently is storing its island equipment in a private shed that needs to be vacated and the boathouse at the lighthouse that is unsecure and frankly not in the safest condition.

The Town was gifted land to put up a storage facility and staff have been working through logistics.

Analysis:

The Town is required to allow public bids on all projects for over \$25,000. This project received no bids.

Because we have met the criteria, we now can move forward with purchasing an assemble building, hiring a concrete crew, an overhead door crew and building assembly crew.

Town staff have been working with these individual contractors and suppliers to organize the building erection in the spring/summer of 2025 with Board Approval.

Staff will create contracts and build purchase agreements and present these to the Town Board for approval.

Recommendation:

Staff recommend moving forward with collecting proposals for concrete work, building erection, garage door installation, and purchase contract for an assemble able building package for board approval.

Fiscal Impact:

The building rough estimates are around \$130,000, this will be a capital improvement that the Town has funds for in the CIP fund balance.

To: Town Board

From: Staff

Request:

Award contract for Fire Station Generator to Tru- Power Electrical Solutions for the purchase and installation of a Kohler on site generator.

Background:

The Gibraltar Fire Station is the Emergency Management resource center and emergency meeting center, all medical first responder calls are received and mobilized there as well as a warming shelter and emergency power resource meeting place.

Several times a year the Town experiences power outages, the Fire station has been the location identified for continued power because of the onsite generator, it has proven effective in 2024 when there was an extended power outage as a resource for those with medical equipment to keep them charged and powered, and those without heat to stay overnight or just to warm up.

The generator has exhausted its normal life, and parts are becoming hard to find. Several major repairs have already been made.

Analysis:

The generator will be replaced with a new model fitting the current generator platform and conduit.

The Town received two bids the low bidder **Tru- Power Electrical Solutions** was \$9831 under the next bidder **Peak power Services**. The low bidder is in De Pere so there were not additional mobilization costs, additionally Tru- Power includes all new wiring from the panel to the new generator as Peak did not. Staff reviewed Tru-Powers background and couldn't find negative reviews.

Tru- Power proposed three different generators

1 Generac

2 Cummings

3 Kohler

All three meet the generator specifications, however some additional costs would incur if the Cummings were chosen, having to modify the current platform and conduit. The Kohler was the only generator that provided a service agreement plan for their generator. (this was a request in the RFP).

During our research between Generac and Kohler we found Kohler provided additional protections against rodents and well as more aluminum and stainless steel part for longevity. The Kohler runs 1 hour monthly and produces a diagnostics test for the owner.

Recommendation:

Staff/ Fire Department recommend awarding the generator bid to Tru Power Electrical Solutions for a Kohler Model KG150 in an amount of \$99,600 including generator purchase and installation.

Fiscal Impact:

The Town Board has earmarked \$150,000 for the generator replacement. The low bid is \$99,600.00

TOWN OF GIBRALTAR

BID OPENING RECORD AND CHECKLIST

TOWN PROJECT Fire Department Generator

Time/date of Bid opening 2:00 pm Witness name Travis Thyssen
November 25, 2024 Witness signature [Signature]

Company/individual making the bid	Amount bid	Bond Included	meets bid criteria
<u>Peak Power Services</u>	<u>\$ 81,295.50</u>	<u>NO</u>	<u>NO</u>
<u>1327 Poplar Drive</u>	<u>+ 9,714.30</u>		
<u>Waukesha WI 53188</u>	<u>replace underground feeders</u>		

<u>Tru Power Electrical Solutions</u>	<u>\$ 81,240</u>	<u>NO</u>	<u>YES</u>
<u>3415 French Rd # 401</u>	<u>+ \$9,360.00</u>	<u>Commins Generator</u>	
<u>DePue WI 54115</u>	<u>+ \$18,360</u>	<u>Kohler Generator</u>	

ATTESTED: Clerk [Signature]

DATE: 11-25-24

Town of Gibraltar

PO Box 850

Fish Creek, WI, 54212

November 25, 2024

Proposal: WI-24035

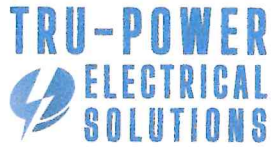
Project: Town of Gibraltar Fire Station Generator

Sections & Addendum Acknowledgement

- **Division 26 – Electrical**

Project Scope Division 26

- **Generator System**
 - Generac SG150, 150 kW, 60Hz
 - Voltage 120/208, 3 phase, 4 wire
 - (1) 600-amp Transfer Switch
 - (1) 70-amp Transfer Switch
 - Dual Breakers for Transfer Switches
 - Full Specification included in packet
- **Material and Methods**
 - Replace copper conductors
 - From Generator to Transfer Switches
 - From Utility to Transfer Switches
 - From Transfer Switches to Panels
 - Existing Generator to be left on site
 - Verify all existing electrical loads are energized by new generator
 - Check rotation of 3 phase motors
- **Timeline**
 - Upon Contract award, selected Generator Package to be purchased
 - 1 week before generator delivery, site mobilization
 - Day before generator delivery equipment to remove existing generator and place new generator to arrive.
 - Day of delivery, existing unit to be removed and new unit to be placed



3415 French Road
Suite 401
De Pere, WI, 54115

- Day after delivery, outage at Fire Department for Transfer Switch replacement. New wires pulled as indicated in this proposal. Terminations completed at transfer switches, generator, and panels.
- Generator testing scheduled

Notes and Exclusions

- **Notes**
 - Pricing is based on executed contract within 30 days for material procurement
 - Shipping fees included

Base Bid **\$ 81,240.00**

Alternate Bid 01: Cummins Generator

- **Generator System**
 - Cummins C150N6, 150 kW, 60Hz
 - Voltage 120/208, 3 phase, 4 wire
 - (1) 600-amp Transfer Switch
 - (1) 70-amp Transfer Switch
 - Dual Breakers for Transfer Switches
 - Full Specification included in packet
- **Timeline Change**
 - This unit would require the slab and feeder conduits to be modified. Existing generator would need to be removed (3) days prior to new unit delivery to ensure completion of this modifications before delivery date.

Alternate Adder Bid **\$ 9,360.00**

Alternate Bid 02: Kohler Generator

- **Generator System**
 - KG150, 150 kW, 60Hz
 - Voltage 120/208, 3 phase, 4 wire
 - (1) 600-amp Transfer Switch
 - (1) 100-amp Transfer Switch
 - Dual Breakers for Transfer Switches
 - Rodent Guards
 - Full Specification included in packet

Alternate Adder Bid **\$ 18,360.00**



3415 French Road
Suite 401
De Pere, WI, 54115

Thank you for the opportunity to quote this project. If you should have any questions, feel free to reach out to me.

Respectfully,

Daniel Suehring



Daniel Suehring
President
3415 French Road
Suite 401
De Pere, WI 54115
Cell: 715.851.0907
Email: dsuehring@trupowersolutions.com

Standby Power Rating

150 kW, 188 kVA, 60 Hz



*Assembled in the USA using domestic and foreign parts

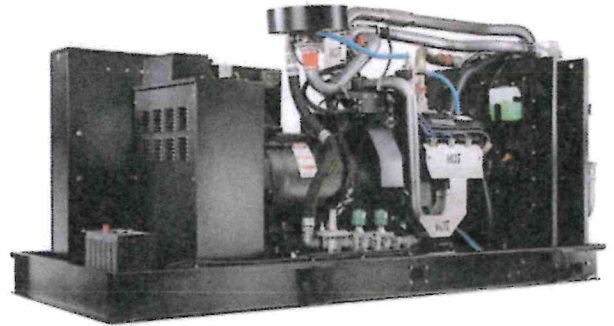


Image used for illustration purposes only

Codes and Standards

Generac products are designed to the following standards:

-   UL2200, UL508, UL489
-  CSA C22.2
-   BS5514 and DIN 6271
-  SAE J1349
-  NFPA 37, 70, 99, 110
-  NEC700, 701, 702, 708
-  NEMA ICS10, MG1, 250, ICS6,
-  ANSI C62.41
-  IBC 2006, 2009, 2012, 2015, 2018, 2021, 2024, 2027, 2030, 2033, 2036, 2039, 2042, 2045, 2048, 2051, 2054, 2057, 2060, 2063, 2066, 2069, 2072, 2075, 2078, 2081, 2084, 2087, 2090, 2093, 2096, 2099, 2102, 2105, 2108, 2111, 2114, 2117, 2120, 2123, 2126, 2129, 2132, 2135, 2138, 2141, 2144, 2147, 2150, 2153, 2156, 2159, 2162, 2165, 2168, 2171, 2174, 2177, 2180, 2183, 2186, 2189, 2192, 2195, 2198, 2201, 2204, 2207, 2210, 2213, 2216, 2219, 2222, 2225, 2228, 2231, 2234, 2237, 2240, 2243, 2246, 2249, 2252, 2255, 2258, 2261, 2264, 2267, 2270, 2273, 2276, 2279, 2282, 2285, 2288, 2291, 2294, 2297, 2300, 2303, 2306, 2309, 2312, 2315, 2318, 2321, 2324, 2327, 2330, 2333, 2336, 2339, 2342, 2345, 2348, 2351, 2354, 2357, 2360, 2363, 2366, 2369, 2372, 2375, 2378, 2381, 2384, 2387, 2390, 2393, 2396, 2399, 2402, 2405, 2408, 2411, 2414, 2417, 2420, 2423, 2426, 2429, 2432, 2435, 2438, 2441, 2444, 2447, 2450, 2453, 2456, 2459, 2462, 2465, 2468, 2471, 2474, 2477, 2480, 2483, 2486, 2489, 2492, 2495, 2498, 2501, 2504, 2507, 2510, 2513, 2516, 2519, 2522, 2525, 2528, 2531, 2534, 2537, 2540, 2543, 2546, 2549, 2552, 2555, 2558, 2561, 2564, 2567, 2570, 2573, 2576, 2579, 2582, 2585, 2588, 2591, 2594, 2597, 2600, 2603, 2606, 2609, 2612, 2615, 2618, 2621, 2624, 2627, 2630, 2633, 2636, 2639, 2642, 2645, 2648, 2651, 2654, 2657, 2660, 2663, 2666, 2669, 2672, 2675, 2678, 2681, 2684, 2687, 2690, 2693, 2696, 2699, 2702, 2705, 2708, 2711, 2714, 2717, 2720, 2723, 2726, 2729, 2732, 2735, 2738, 2741, 2744, 2747, 2750, 2753, 2756, 2759, 2762, 2765, 2768, 2771, 2774, 2777, 2780, 2783, 2786, 2789, 2792, 2795, 2798, 2801, 2804, 2807, 2810, 2813, 2816, 2819, 2822, 2825, 2828, 2831, 2834, 2837, 2840, 2843, 2846, 2849, 2852, 2855, 2858, 2861, 2864, 2867, 2870, 2873, 2876, 2879, 2882, 2885, 2888, 2891, 2894, 2897, 2900, 2903, 2906, 2909, 2912, 2915, 2918, 2921, 2924, 2927, 2930, 2933, 2936, 2939, 2942, 2945, 2948, 2951, 2954, 2957, 2960, 2963, 2966, 2969, 2972, 2975, 2978, 2981, 2984, 2987, 2990, 2993, 2996, 2999, 3002, 3005, 3008, 3011, 3014, 3017, 3020, 3023, 3026, 3029, 3032, 3035, 3038, 3041, 3044, 3047, 3050, 3053, 3056, 3059, 3062, 3065, 3068, 3071, 3074, 3077, 3080, 3083, 3086, 3089, 3092, 3095, 3098, 3101, 3104, 3107, 3110, 3113, 3116, 3119, 3122, 3125, 3128, 3131, 3134, 3137, 3140, 3143, 3146, 3149, 3152, 3155, 3158, 3161, 3164, 3167, 3170, 3173, 3176, 3179, 3182, 3185, 3188, 3191, 3194, 3197, 3200, 3203, 3206, 3209, 3212, 3215, 3218, 3221, 3224, 3227, 3230, 3233, 3236, 3239, 3242, 3245, 3248, 3251, 3254, 3257, 3260, 3263, 3266, 3269, 3272, 3275, 3278, 3281, 3284, 3287, 3290, 3293, 3296, 3299, 3302, 3305, 3308, 3311, 3314, 3317, 3320, 3323, 3326, 3329, 3332, 3335, 3338, 3341, 3344, 3347, 3350, 3353, 3356, 3359, 3362, 3365, 3368, 3371, 3374, 3377, 3380, 3383, 3386, 3389, 3392, 3395, 3398, 3401, 3404, 3407, 3410, 3413, 3416, 3419, 3422, 3425, 3428, 3431, 3434, 3437, 3440, 3443, 3446, 3449, 3452, 3455, 3458, 3461, 3464, 3467, 3470, 3473, 3476, 3479, 3482, 3485, 3488, 3491, 3494, 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3995, 3998, 4001, 4004, 4007, 4010, 4013, 4016, 4019, 4022, 4025, 4028, 4031, 4034, 4037, 4040, 4043, 4046, 4049, 4052, 4055, 4058, 4061, 4064, 4067, 4070, 4073, 4076, 4079, 4082, 4085, 4088, 4091, 4094, 4097, 4100, 4103, 4106, 4109, 4112, 4115, 4118, 4121, 4124, 4127, 4130, 4133, 4136, 4139, 4142, 4145, 4148, 4151, 4154, 4157, 4160, 4163, 4166, 4169, 4172, 4175, 4178, 4181, 4184, 4187, 4190, 4193, 4196, 4199, 4202, 4205, 4208, 4211, 4214, 4217, 4220, 4223, 4226, 4229, 4232, 4235, 4238, 4241, 4244, 4247, 4250, 4253, 4256, 4259, 4262, 4265, 4268, 4271, 4274, 4277, 4280, 4283, 4286, 4289, 4292, 4295, 4298, 4301, 4304, 4307, 4310, 4313, 4316, 4319, 4322, 4325, 4328, 4331, 4334, 4337, 4340, 4343, 4346, 4349, 4352, 4355, 4358, 4361, 4364, 4367, 4370, 4373, 4376, 4379, 4382, 4385, 4388, 4391, 4394, 4397, 4400, 4403, 4406, 4409, 4412, 4415, 4418, 4421, 4424, 4427, 4430, 4433, 4436, 4439, 4442, 4445, 4448, 4451, 4454, 4457, 4460, 4463, 4466, 4469, 4472, 4475, 4478, 4481, 4484, 4487, 4490, 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5489, 5492, 5495, 5498, 5501, 5504, 5507, 5510, 5513, 5516, 5519, 5522, 5525, 5528, 5531, 5534, 5537, 5540, 5543, 5546, 5549, 5552, 5555, 5558, 5561, 5564, 5567, 5570, 5573, 5576, 5579, 5582, 5585, 5588, 5591, 5594, 5597, 5600, 5603, 5606, 5609, 5612, 5615, 5618, 5621, 5624, 5627, 5630, 5633, 5636, 5639, 5642, 5645, 5648, 5651, 5654, 5657, 5660, 5663, 5666, 5669, 5672, 5675, 5678, 5681, 5684, 5687, 5690, 5693, 5696, 5699, 5702, 5705, 5708, 5711, 5714, 5717, 5720, 5723, 5726, 5729, 5732, 5735, 5738, 5741, 5744, 5747, 5750, 5753, 5756, 5759, 5762, 5765, 5768, 5771, 5774, 5777, 5780, 5783, 5786, 5789, 5792, 5795, 5798, 5801, 5804, 5807, 5810, 5813, 5816, 5819, 5822, 5825, 5828, 5831, 5834, 5837, 5840, 5843, 5846, 5849, 5852, 5855, 5858, 5861, 5864, 5867, 5870, 5873, 5876, 5879, 5882, 5885, 5888, 5891, 5894, 5897, 5900, 5903, 5906, 5909, 5912, 5915, 5918, 5921, 5924, 5927, 5930, 5933, 5936, 5939, 5942, 5945, 5948, 5951, 5954, 5957, 5960, 5963, 5966, 5969, 5972, 5975, 5978, 5981, 5984, 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6648, 6652, 6656, 6660, 6664, 6668, 6672, 6676, 6680, 6684, 6688, 6692, 6696, 6700, 6704, 6708, 6712, 6716, 6720, 6724, 6728, 6732, 6736, 6740, 6744, 6748, 6752, 6756, 6760, 6764, 6768, 6772, 6776, 6780, 6784, 6788, 6792, 6796, 6800, 6804, 6808, 6812, 6816, 6820, 6824, 6828, 6832, 6836, 6840, 6844, 6848, 6852, 6856, 6860, 6864, 6868, 6872, 6876, 6880, 6884, 6888, 6892, 6896, 6900, 6904, 6908, 6912, 6916, 6920, 6924, 6928, 6932, 6936, 6940, 6944, 6948, 6952, 6956, 6960, 6964, 6968, 6972, 6976, 6980, 6984, 6988, 6992, 6996, 7000, 7004, 7008, 7012, 7016, 7020, 7024, 7028, 7032, 7036, 7040, 7044, 7048, 7052, 7056, 7060, 7064, 7068, 7072, 7076, 7080, 7084, 7088, 7092, 7096, 7100, 7104, 7108, 7112, 7116, 7120, 7124, 7128, 7132, 7136, 7140, 7144, 7148, 7152, 7156, 7160, 7164, 7168, 7172, 7176, 7180, 7184, 7188, 7192, 7196, 7200, 7204, 7208, 7212, 7216, 7220, 7224, 7228, 7232, 7236, 7240, 7244, 7248, 7252, 7256, 7260, 7264, 7268, 7272, 7276, 7280, 7284, 7288, 7292, 7296, 7300, 7304, 7308, 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7976, 7980, 7984, 7988, 7992, 7996, 8000, 8004, 8008, 8012, 8016, 8020, 8024, 8028, 8032, 8036, 8040, 8044, 8048, 8052, 8056, 8060, 8064, 8068, 8072, 8076, 8080, 8084, 8088, 8092, 8096, 8100, 8104, 8108, 8112, 8116, 8120, 8124, 8128, 8132, 8136, 8140, 8144, 8148, 8152, 8156, 8160, 8164, 8168, 8172, 8176, 8180, 8184, 8188, 8192, 8196, 8200, 8204, 8208, 8212, 8216, 8220, 8224, 8228, 8232, 8236, 8240, 8244, 8248, 8252, 82

SG150 | 9.0 L | 150 kW

INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL
POWER

STANDARD FEATURES

ENGINE SYSTEM

- Oil Drain Extension
- Air Cleaner
- Fan Guard
- Stainless Steel Flexible Exhaust Connection
- Factory Filled Oil and Coolant
- Radiator Duct Adapter (Open Set Only)
- Critical Silencer/Catalyst

FUEL SYSTEM

- NPT Fuel Connection on Frame
- Primary and Secondary Fuel Shutoff

COOLING SYSTEM

- Closed Coolant Recovery System
- UV/Ozone Resistant Hoses
- Factory-Installed Radiator
- 50/50 Ethylene Glycol Antifreeze
- Radiator Drain Extension

ELECTRICAL SYSTEM

- Battery Charging Alternator
- Battery Cables
- Battery Tray
- Rubber-Booted Engine Electrical Connections
- Solenoid Activated Starter Motor

ALTERNATOR SYSTEM

- UL2200 GENprotect™
- Class H Insulation Material
- 2/3 Pitch
- Skewed Stator
- Permanent Magnet Excitation
- Sealed Bearings
- Amortisseur Winding
- Full Load Capacity Alternator

GENERATOR SET

- Internal Genset Vibration Isolation
- Separation of Circuits - High/Low Voltage
- Separation of Circuits - Multiple Breakers
- Wrapped Exhaust Piping
- Standard Factory Testing
- 2 Year Limited Warranty (Standby Rated Units)
- Silencer Mounted in the Discharge Hood (Enclosed Only)

ENCLOSURE (If Selected)

- Rust-Proof Fasteners with Nylon Washers to Protect Finish
- High Performance Sound-Absorbing Material (Sound Attenuation Enclosures)
- Gasketed Doors
- Stamped Air-Intake Louvers
- Upward Facing Discharge Hoods (Radiator and Exhaust)
- Stainless Steel Lift Off Door Hinges
- Stainless Steel Lockable Handles
- RhinoCoat™ - Textured Polyester Powder Coat Paint

CONTROL SYSTEM



Digital H Control Panel- Dual 4x20 Display

Program Functions

- Programmable Crank Limiter
- 7-Day Programmable Exerciser
- Special Applications Programmable Logic Controller
- RS-232/485 Communications
- 3 Phase Sensing Digital Voltage Regulator
- 2-Wire Start Capability

- Date/Time Fault History (Event Log)
- Isochronous Governor Control
- Waterproof/Sealed Connectors
- Audible Alarms and Shutdowns
- Not in Auto (Flashing Light)
- Auto Off/Manual Switch
- E-Stop (Red Mushroom-Type)
- NFPA110 Level I and II (Programmable)
- Customizable Alarms, Warnings, and Events
- Modbus® Protocol
- Predictive Maintenance Algorithm
- Sealed Boards
- Password Parameter Adjustment Protection
- Single Point Ground
- 16 Channel Remote Trending
- 0.2 msec High Speed Remote Trending
- Alarm Information Automatically Annunciated on the Display

Full System Status Display

- Power Output (kW)
- Power Factor
- kW Hours, Total, and Last Run

- Real/Reactive/Apparent Power
- All Phase AC Voltage
- All Phase Currents
- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Speed
- Battery Voltage
- Frequency

Alarms and Warnings

- Oil Pressure
- Coolant Temperature
- Coolant Level
- Engine Overspeed
- Battery Voltage
- Alarms and Warnings Time and Date Stamped
- Snap Shots of Key Operation Parameters During Alarms and Warnings
- Alarms and Warnings Spelled Out (No Alarm Codes)

PARALLELING CONTROLS

- Auto-Synchronization Process
- Isochronous Load Sharing
- Reverse Power Protection

- Maximum Power Protection
- Electrically Operated, Mechanically Held Paralleling Switch
- Sync Check System
- Independent On-Board Paralleling

- Optional Programmable Logic Full Auto Back-Up Controls (PLS)
- Shunt Trip and Auxiliary Contact

SG150 | 9.0 L | 150 kW

INDUSTRIAL SPARK-IGNITED GENERATOR SET

EPA Certified Stationary Emergency

GENERAC | INDUSTRIAL
POWER

CONFIGURABLE OPTIONS

ENGINE SYSTEM

- Engine Block Heater
- Oil Heater
- Air Filter Restriction Indicator
- Radiator Stone Guard (Open Set Only)
- Baseframe Cover/Rodent Guard
- Level 1 Fan and Belt Guards (Enclosed Units Only)
- Shipped Loose Critical Silencer (Open Set Only)

FUEL SYSTEM

- NPT Flexible Fuel Line
- Dual Fuel NG/LPV
- Dual Fuel NG/LPL

ELECTRICAL SYSTEM

- 10A UL Battery Charger
- Battery Warmer

ALTERNATOR SYSTEM

- Alternator Upsizing
- Anti-Condensation Heater
- Tropical Coating

CIRCUIT BREAKER OPTIONS

- Main Line Circuit Breaker
- 2nd main Line Circuit Breaker
- Shunt Trip and Auxiliary Contact
- Electronic Trip Breakers

GENERATOR SET

- Demand Response Rating
- Extended Factory Testing (3 Phase Only)
- IBC Seismic Certification
- 8 Position Load Center

ENCLOSURE

- Weather Protected Enclosure
- Level 1 Sound Attenuated
- Level 2 Sound Attenuated
- Level 2 Sound Attenuated with Motorized Dampers
- Steel Enclosure
- Aluminum Enclosure
- AC/DC Enclosure Lighting Kit
- Enclosure Heater
- Pad Vibration Isolation
- Up to 200 MPH Wind Load Rating (Contact Factory for Availability)
- Door Open Alarm Switch

CONTROL SYSTEM

- NFPA 110 Compliant Level 1 21-Light Remote Annunciator
- Remote Relay Assembly (8 or 16)
- Oil Temperature Indication and Alarm
- Remote E-Stop (Break Glass-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Surface Mount)
- Remote E-Stop (Red Mushroom-Type, Flush Mount)
- 10A Engine Run Relay
- Ground Fault Annunciator
- 100 dB Alarm Horn
- 120V GFCI and 240V Outlets
- Damper Alarm Contacts (Motorized Dampers Only)
- Auxiliary Circuit Breaker Contacts to Controller

WARRANTY (Standby Gensets Only)

- 2 Year Extended Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

ENGINEERED OPTIONS

ENGINE SYSTEM

- Coolant Heater Ball Valves
- Fluid Containment Pan

ALTERNATOR SYSTEM

- 3rd Breaker System

CONTROL SYSTEM

- Battery Disconnect Switch

GENERATOR SET

- Special Testing
- Battery Box

APPLICATION AND ENGINEERING DATA

ENGINE SPECIFICATIONS

General

Make	Generac
Cylinder #	8
Type	V
Displacement - in ³ (L)	543 (8.9)
Bore - in (mm)	4.49 (114.3)
Stroke - in (mm)	4.25 (108)
Compression Ratio	G18 - 10.5:1 / G26 - 9.1:1 *
Intake Air Method	Turbocharged/Aftercooled
Number of Main Bearings	5
Connecting Rods	Forged Steel
Cylinder Head	Cast Iron
Cylinder Liners	No
Ignition	High Energy
Piston Type	Aluminum Alloy
Crankshaft Type	Forged Steel
Lifter Type	Hydraulic Roller
Intake Valve Material	Steel Alloy
Exhaust Valve Material	Stainless Steel
Hardened Valve Seats	Yes

Engine Governing

Governor	Electronic
Frequency Regulation (Steady State)	±0.25%

Lubrication System

Oil Pump Type	Gear Driven
Oil Filter Type	Full-Flow Spin-On Cartridge
Crankcase Capacity: qt (L)	G18 - 8.5 (8.0) / G26 - 9.5 (10.0) *

Cooling System

Cooling System Type	Pressurized Closed
Fan Type	Pusher
Fan Speed (RPM)	G18 - 2,330 / G26 - 2,386 *
Fan Diameter - in (mm)	22 (559)

Fuel System

Fuel Type	Natural Gas, Propane Vapor/Liquid
Carburetor	Down Draft
Secondary Fuel Regulator	Standard
Fuel Shut Off Solenoid	Standard
Operating Fuel Pressure - in H ₂ O	7 - 11 (1.7 - 2.7)
Optional Operating Fuel Pressure (LPL) — psi (KPa)	30 - 312 (206 - 2,151)

*When designing the external fuel system, assume a 20% safety factor to the upper and lower limit of the specified fuel pressure range to account for site variation and measurement at the generator test port. Refer to Generac 10000046207, latest rev, for proper gas supply guidelines (Contact Factory for Details).

Engine Electrical System

System Voltage	12 VDC
Battery Charger Alternator	Standard
Battery Size	See Battery Index 0161970SBY
Battery Voltage	12 VDC
Ground Polarity	Negative

* G18 refers to all engines manufactured before August 3rd, 2018. G26 refers to all engines manufactured after August 3rd, 2018.

ALTERNATOR SPECIFICATIONS

Standard Model	K0150124Y26
Poles	4
Field Type	Revolving
Insulation Class - Rotor	H
Insulation Class - Stator	H
Total Harmonic Distortion	<5%
Telephone Interference Factor (TIF)	<50

Standard Excitation	Permanent Magnet
Bearings	Single Sealed Ball
Coupling	Direct Drive
Prototype Short Circuit Test	Yes
Voltage Regulator Type	Full Digital
Number of Sensed Phases	All
Regulation Accuracy (Steady State)	±0.25%

OPERATING DATA

POWER RATINGS

	G18, G26 - Natural Gas *		G18, G26 - Propane/Dual Fuel *	
Three-Phase 120/208 VAC @0.8pf	144 kW	Amps: 600	134 kW	Amps: 558
Three-Phase 120/208 VAC @0.8pf	150 kW	Amps: 521	140 kW	Amps: 486
Three-Phase 120/240 VAC @0.8pf	150 kW	Amps: 452	140 kW	Amps: 422
Three-Phase 277/480 VAC @0.8pf	150 kW	Amps: 226	140 kW	Amps: 211
Three-Phase 346/600 VAC @0.8pf	150 kW	Amps: 181	140 kW	Amps: 169

MOTOR STARTING CAPABILITIES (skVA)

skVA vs. Voltage Dip

277/480 VAC	30%	208/240 VAC	30%
K0150124Y26	327	K0150124Y26	250
K0200124Y21	478	K0200124Y21	361

FUEL CONSUMPTION RATES*

Natural Gas – scfh (m ³ /hr)		Propane Vapor – scfh (m ³ /hr)		Propane Liquid – gal/hr (Lph)	
Percent Load	Standby	Percent Load	Standby	Percent Load	Standby
25%	668 (18.9)	25%	280 (7.9)	25%	6.7 (25.4)
50%	1,127 (31.9)	50%	430 (12.2)	50%	11.4 (43.2)
75%	1,583 (44.8)	75%	573 (16.2)	75%	15.7 (59.4)
100%	2,042 (57.8)	100%	720 (20.4)	100%	20.0 (75.7)

*1.5X maximum site rated fuel consumption should be used for gas supply design practices. Refer to Generac 10000046207, latest rev., for more information or contact factory for details.

COOLING

		Standby
Air Flow (Fan Air Flow Across Radiator)	cfm (m ³ /hr)	5,598 (158.5)
Coolant Flow	gpm (Lpm)	27.5 (104)
Coolant System Capacity	gal (L)	6.3 (24.0)
Maximum Operating Air Temperature on Radiator	°F (°C)	122 (50)
Maximum Operating Ambient Temperature (Before Derate)		See Bulletin 0199270SSD
Maximum Radiator Backpressure	in H ₂ O (kPa)	0.5 (0.12)

COMBUSTION AIR REQUIREMENTS

	Standby
Flow at Rated Power cfm — (m ³ /min)	343 (9.7)

ENGINE

		Standby
Rated Engine Speed	RPM	1,800
Horsepower at Rated kW**	hp	229
Piston Speed	ft/min (m/min)	1,275 (389)
BMEP	psi (kPa)	185 (1,277)

** Refer to "Emissions Data Sheet" for maximum bHP for EPA and SCAQMD permitting purposes.

EXHAUST

		Standby
Exhaust Flow (Rated Output)	cfm (m ³ /min)	1,206 (34.1)
Maximum Exhaust Backpressure	inHG (kPa)	0.75 (2.54)
Exhaust Temp (Rated Output - Post Silencer)	°F (°C)	1,440 (782)

Deration – Operational characteristics consider maximum ambient conditions. Derate factors may apply under atypical site conditions. Please contact a Generac Power Systems Industrial Dealer for additional details. All performance ratings in accordance with BS5514 and DIN6271 standards. Standby - See Bulletin 0187500SSB

DIMENSIONS AND WEIGHTS*

		<p>OPEN SET (Includes Exhaust Flex) L x W x H - in (mm) 116.5 (2,959) x 49.7 (1,262) x 55.6 (1,412) Weight - lbs 2,946 (1,336)</p>
		<p>WEATHER PROTECTED ENCLOSURE L x W x H - in (mm) 143.0 (3,631) x 50.4 (1,280) x 68.2 (1,732) Weight - lbs Steel: 3,843 (1,743) Aluminum: 3,384 (1,535)</p>
		<p>LEVEL 1 ACOUSTIC ENCLOSURE L x W x H - in (mm) 143.0 (3,632) x 50.4 (1,280) x 91.7 (2,329) Weight - lbs Steel: 4,321 (1,960) Aluminum: 3,592 (1,629)</p>
		<p>LEVEL 2 ACOUSTIC ENCLOSURE L x W x H - in (mm) 144.53 (3,671) x 40.46 (1,027.8) x 80.88 (2,054.3) Weight - lbs Steel: 3,789 (1,719) Aluminum: 3,207 (1,455)</p>

*All measurements are approximate and for estimation purposes only.

YOUR FACTORY RECOGNIZED GENERAC INDUSTRIAL DEALER

Specification characteristics may change without notice. Dimensions and weights are for preliminary purposes only. Please consult a Generac Power Systems Industrial Dealer for detailed installation drawings.

EATON CIRCUIT BREAKER DATA

100% Rated LSI Electronic Trip

AMPS	VOLTS	ACCESSORIES	EATON PART NUMBER	SERIES	FRAME	GENERAC PART NUMBER
20	600	No Accessories	JGE305032GC	G	JG-FRAME	0H9300EHON
		Shunt Trip and Aux. Contacts	JGE305032GCA2_*			0H9300EH_**
25		No Accessories	JGE305032GC			0H9300EHON
		Shunt Trip and Aux. Contacts	JGE305032GCA2_*			0H9300EH_**
30		No Accessories	JGE305032GC			0H9300EHON
		Shunt Trip and Aux. Contacts	JGE305032GCA2_*			0H9300EH_**
35		No Accessories	JGE305032GC			0H9300EHON
		Shunt Trip and Aux. Contacts	JGE305032GCA2_*			0H9300EH_**
40		No Accessories	JGE305032GC			0H9300EHON
		Shunt Trip and Aux. Contacts	JGE305032GCA2_*			0H9300EH_**
45		No Accessories	JGE305032GC			0H9300EHON
		Shunt Trip and Aux. Contacts	JGE305032GCA2_*			0H9300EH_**
50		No Accessories	JGE305032GC			0H9300EHON
		Shunt Trip and Aux. Contacts	JGE305032GCA2_*			0H9300EH_**
70		No Accessories	JGE310032GC			0H9314EHON
		Shunt Trip and Aux. Contacts	JGE310032GCA2_*			0H9314EH_**
80		No Accessories	JGE310032GC			0H9314EHON
		Shunt Trip and Aux. Contacts	JGE310032GCA2_*			0H9314EH_**
90		No Accessories	JGE310032GC			0H9314EHON
		Shunt Trip and Aux. Contacts	JGE310032GCA2_*			0H9314EH_**
100	No Accessories	JGE310032GC	0H9314EHON			
	Shunt Trip and Aux. Contacts	JGE310032GCA2_*	0H9314EH_**			
125	No Accessories	JGE316032GC	0H9315EHON			
	Shunt Trip and Aux. Contacts	JGE316032GCA2_*	0H9315EH_**			
150	No Accessories	JGE316032GC	0H9315EHON			
	Shunt Trip and Aux. Contacts	JGE316032GCA2_*	0H9315EH_**			
175	No Accessories	JGE325032GC	0H9318EHON			
	Shunt Trip and Aux. Contacts	JGE325032GCA2_*	0H9318EH_**			
200	No Accessories	JGE325032GC	0H9318EHON			
	Shunt Trip and Aux. Contacts	JGE325032GCA2_*	0H9318EH_**			
225	No Accessories	JGE325032GC	0H9318EHON			
	Shunt Trip and Aux. Contacts	JGE325032GCA2_*	0H9318EH_**			
250	No Accessories	JGE325032GC	0H9318EHON			
	Shunt Trip and Aux. Contacts	JGE325032GCA2_*	0H9318EH_**			

To finish part numbers with either a * or ** Please see data below:

* 12V System, Use - S4
24V System, Use - S6

** 12V System, Use CN
24V System, Use BN

EATON CIRCUIT BREAKER DATA

100% Rated LSI Electronic Trip

AMPS	VOLTS	ACCESSORIES	EATON PART #	SERIES	FRAME	GENERAC PART #
300	600	No Accessories	LGE340032WCX1Y17	G	LG-FRAME	0H9321EH0N
		Shunt Trip and Aux. Contacts	LGE340032WCA2_*X1Y17			0H9321EH**
350		No Accessories	LGE340032WCX1Y17			0H9321EH0N
		Shunt Trip and Aux. Contacts	LGE340032WCA2_*X1Y17			0H9321EH**
400		No Accessories	LGE340032WCX1Y17			0H9321EH0N
		Shunt Trip and Aux. Contacts	LGE340032WCA2_*X1Y17			0H9321EH**
450		No Accessories	LGE360032GC			0H9324EH0N
		Shunt Trip and Aux. Contacts	LGE360032GCA2_*			0H9324EH**
500		No Accessories	LGE360032GC			0H9324EH0N
		Shunt Trip and Aux. Contacts	LGE360032GCA2_*			0H9324EH**
600		No Accessories	LGE360032GC	0H9324EH0N		
		Shunt Trip and Aux. Contacts	LGE360032GCA2_*	0H9324EH**		
700		No Accessories	CMDLB3800FT32WZ02	C	M-FRAME	0H9325EH0N
		Shunt Trip and Aux. Contacts	CMDLB3800FT32WA13S02Z02			0H9325EHBN
800		No Accessories	CMDLB3800FT32WZ02	0H9326EH0N		
		Shunt Trip and Aux. Contacts	CMDLB3800FT32WA13S02Z02	0H9326EHBN		
900		No Accessories	NGS312032MCZ08	G	NG-FRAME	0H9327EH0N
		Shunt Trip and Aux. Contacts	NGS312032MCA12S03Z08			0H9327EHBN
1,000		No Accessories	NGS312032MCZ08			0H9328EH0N
		Shunt Trip and Aux. Contacts	NGS312032MCA12S03Z08			0H9328EHBN
1,200	No Accessories	NGS312032MCX23Y08	0H9329EH0N			
	Shunt Trip and Aux. Contacts	NGS312032MCA12S03Y08	0H9329EHBN			
1,400	No Accessories	RGH316032MCY22	RG-FRAME		0H9360EH0N	
	Shunt Trip and Aux. Contacts	RGH316032MCA12S21Y22			0H9360EHBN	
1,600	No Accessories	RGH316032MCY22			0H9361EH0N	
	Shunt Trip and Aux. Contacts	RGH316032MCA12S21Y22			0H9361EHBN	
2,000	No Accessories	RGH320032MC		0H9367EH0N		
	Shunt Trip and Aux. Contacts	RGH320032MCA12S21		0H9367EHBN		

To finish part numbers with either a * or ** Please see data below:

* 12V System, Use - S4
24V System, Use - S6

** 12V System, Use CN
24V System, Use BN

EATON CIRCUIT BREAKER DATA LUG INFORMATION

Eaton Series C Circuit Breaker Lugs

Amps	Series	Frame	Standard Lug	
			Eaton Part #	Wire (QTY) Size
15-70	C	G	-	(1) #10-1/0
15-100	C	F	3T100FB	(1) #14-1/0
125-200	C	F	3TA225FD	(1) #4-4/0
225	C	F	3TA225FDK	(1) #6-300MCM
250	C	J	TA250KB	(1) #4-350MCM
300	C	K	TA350K	(1) 250-500MCM
350-400	C	K	3TA400K	(2) 3/0-250MCM
450-500	C	L	TA602LD	(2) 3/0-350MCM
600	C	L	3TA603LDK	(2) 400-500MCM
700-800	C	M	TA800MA2	(3) 3/0-400MCM
900-1,000	C	N	T1200NB3	(4) 3/0-400MCM
1,200	C	N	TA1201NB1	(3) 500-750MCM

Eaton Series G Circuit Breaker Lugs

Amps	Series	Frame	Standard Lug	
			Eaton Part #	Wire (Qty) Size
50-250	G	JG	TA250FJ	(1) #8-350MCM
300-600	G	LG	3TA632LK	(2) #2-500MCM
900-1,200	G	NG	TA1201NB1	(3) 500-750MCM
1,400-1,600	G	RG	T1600RD	(4) 1-600MCM
2,000	G	RG	Lugs Not Included	
2,500	G	RG	Lugs Not Included	

TX Series Transfer Switch

TXC-100

Automatic Transfer Switch Controller

- Automatic Transfer Switch Controller
- Up to 480 VAC, 50/60 Hz
- Single and Three Phase
- cETLus Recognized Component
- Tested to UL 1008

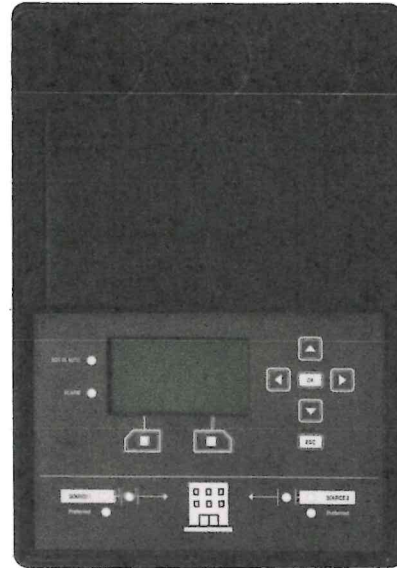


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Codes and Standards

Not all codes and standards apply to all configurations. Contact factory for details.



cETLus Recognized per UL 1008



NFPA 37, 70, 99, 110



NEC 700, 701, 702, 708

Description

Generac's TXC-100 microprocessor based controller provides customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has 2 programmable inputs and 1 programmable output as standard and is available with an optional expansion board for up to 4 programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase unbalance, phase reversal, emergency inhibit, and communications.

TX Series Transfer Switch

TXC-100

Automatic Transfer Switch Controller

STANDARD FEATURES

GENERAL

- Graphical LCD-Based Display for Programming, System Diagnostics and Help Menu Display Mimic Diagram with Source Available and Connected LED Indicator
- Time-Stamped Event History Log
- Programmable Exerciser - Daily, Weekly, Bi-Weekly, Monthly
- Methods of Transfer Include: Open with Inphase Transition Only, Time Delay in Neutral Transition, or Inphase with a Default to Time Delay in Neutral Transfer
- Modbus® RTU Communications
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)
- Voltage Agnostic*
- Integrated Anti-condensation Heater Control
- Auxiliary Output Includes: 2WS, SB4T, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive and Loadshed Inputs (24 VDC)
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard

- Built in Battery Backup - Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Rechargeable Lithium-ion Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- General Alarm Indication
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections and Battery without Arc Flash Exposure
- Auxiliary Generator Battery Backup for Controller

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal, Emergency and Load 50 or 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

PROGRAMMABLE I/O PARAMETERS

Outputs:

- Source 1 – Two Wire Start
- Source 2 – Two Wire Start
- Engine Exercising
- Engine Warmup
- Signal Before Transfer (Elevator Contact)
- General Alarm
- Source 1 Good
- Source 2 Good

Inputs:

- Permissive (Emergency Inhibit)
- Remote Engine Fast Test
- Remote Engine Normal Test
- ATS Timer
- Initiate Demand Response

* 480 V Delta Must be Specified at Time of Ordering for Transformer Kit to be Included

AVAILABLE OPTIONS

- Chicago Code Kit
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- Emergency Inhibit
- Selectable Retransfer
- Manual Generator Retransfer
- Type 1 to 3R Conversion Kit
- Heater Option for Temperature and Humidity Control (Standard on 3R Enclosure)
- Input/Output (I/O) Module
- Current Measurements**
- Power in kW**
- Power Factor**

** When Equipped with Current Transformers

TX611 Series Transfer Switch

100 – 400 Amps

Contactors Type · Open and Delayed Transition

- Automatic Transfer Switch
- 100 – 400 A, up to 480 VAC, 60 Hz
- Single or Three Phase
- 2, 3, or 4 Poles
- UL Type 1 or Type 3R Enclosure
- Open and Inphase or Open with Delayed Transition
- ETLus and cETLus
- 3 Cycle Rated for Easy Upstream Breaker Coordination

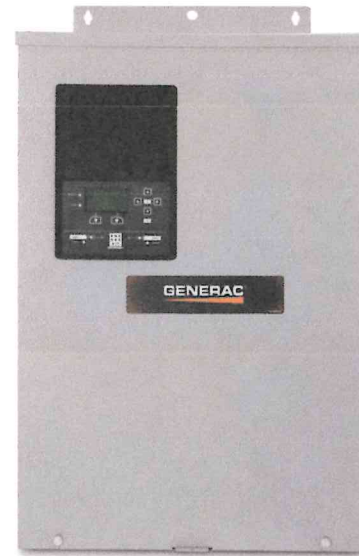


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Codes and Standards



ETLus and cETLus Listed to UL 1008



NFPA 70, 99, 110



NEC 700, 701, 702, 708



OSHPD and Seismic Certified CBC
2019, CBC 2016, IBC 2018, IBC 2015,
IBC 2012, IBC 2009, ASCE 7-10,
ASCE 7-16, ICC-ES AC-156

Description

Generac's patented* contactor is featured in the TX contactor type transfer switch, which is a double-throw robust switch construction with inherent interlocks for safe positive transfer between power sources. Featuring a transition time of less than 20 milliseconds, this high speed transfer is ideal for all applications, including motor load applications. The contacts are silver composite for long life, resisting pitting or burning. The switches are rated for full load transfers in mission critical, emergency, legally required, and optional power systems.

The microprocessor based controller provides the customers with the flexibility to program a comprehensive group of set points to match the application needs. The controller has two programmable inputs and one programmable output as standard and is available with optional expansion boards for up to four programmable inputs and outputs. The LCD displays real time and historical information with time-stamped events. The integrated plant exerciser can be configured in off, daily, day of week, biweekly, and monthly intervals with user selectable run time. Standard features of the controller include three phase sensing on both sources, phase unbalance, phase reversal, load shed, emergency inhibit, and communications.

TX611 Series Transfer Switch

100 – 400 Amps

Contactors Type · Open and Delayed Transition

STANDARD FEATURES

GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Cable Entry is Top or Bottom
- Double-Throw, Stored Energy Transfer Mechanism
- Can be Electrically Isolated while Energized
- Graphical LCD-Based Display for Programming, System Diagnostics and Help Menu Display Mimic
- Diagram with Source Available and Connected LED Indicator
- Method of Transfer: Open with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modbus® RTU
- TXC 100 Controller
- Operating Temperature -4 ° to 158 °F (-20 ° to 70 °C)
- Removable Top and Bottom Plates for Ease of Entry
- Voltage Agnostic*
- High Withstand and Closing Ratings
- Heater Kit Standard on All 3R Enclosures
- Auxiliary Output Includes: Two Wire Start, Signal Before Transfer, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive Inputs (24 VDC)
- General Alarm Indication
- 2 Year Standard Warranty
- IBC 2018, 2015, 2012, 2009

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal, Emergency and Load 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

Start Circuit

- 2-Wire Start
- 3-Wire Start From C Contact for Circuit Monitoring

Digital Outputs

- Signal Before Transfer (Elevator)
- General Alarm

Digital Inputs

- Emergency Inhibit (Permissive & Load Shed)
- Go to Emergency (Demand Response)
- Manual Generator Retransfer

CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup - Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Generator Battery Backup for Controller
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections
- Time-Stamped Event History Log
- Programmable Exerciser - Daily, Weekly, Bi-Weekly, Monthly

* 480 V 3-Wire Systems Must be Specified at Time of Ordering for Transformer Kit to be Included

CONFIGURABLE OPTIONS

- Chicago Code Kit
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- CTs for Integrated Metering
- Heater Option for Temperature and Humidity Control (Standard on 3R)
- Time Delay in Neutral Transition (TDN), or Inphase with a Default to Time Delay in Neutral Transfer
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- IBC Seismic Certified/Seismic Rated
- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

Engineered Options

- Transient Voltage Surge Suppressor (TVSS)
- NEMA 4X Stainless Steel (304 or 316) Enclosure
- Manual Generator Retransfer Switch
- Go to Emergency Switch

Conversion Kits

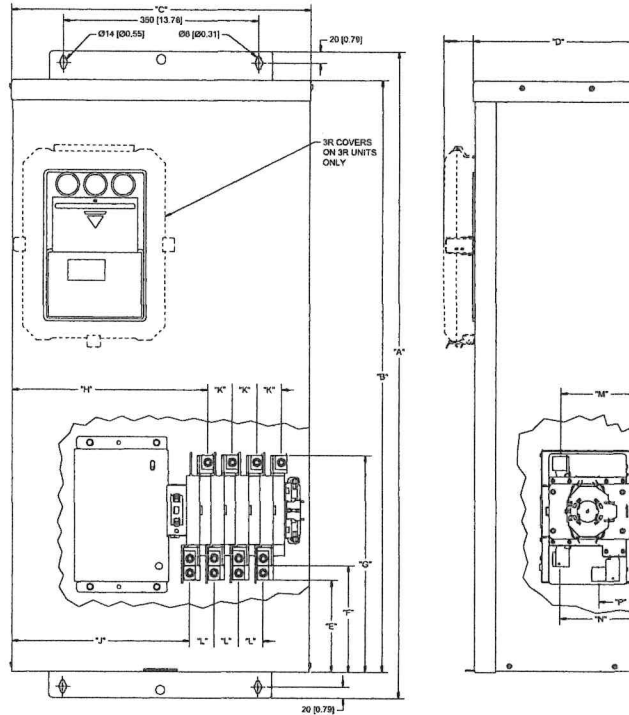
- 480 V Transformer Kit for 3-Wire Systems
- UL Type 1 to Type 3R Kit

TX611 Series Transfer Switch

100 – 400 Amps

Contactor Type · Open and Delayed Transition

UNIT DIMENSIONS*



Contactor Type, Open and Delayed Transition, 100 – 400 A

Description	in (mm)														Cu/Al					lbs (kg)
	A (Height)	B (Height)	C (Width)	D (Depth)	E (Dim)	F (Dim)	G (Dim)	H (Dim)	J (Dim)	K (Dim)	L (Dim)	M (Dim)	N (Dim)	P (Dim)	Normal 75 °C Wire	Standby Source 75 °C Wire	Load 75 °C Wire	Neutral Connection	Ground Connection	
100A NON SER TYPE 1	35.6 (903)	31.7 (806)	21.2 (538)	12.0 (305)	8.9 (226)	9.9 (252)	18.5 (471)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	5.8 (148)	5.8 (148)	3.1 (79)	(1) 2/0 - 14	(1) 2/0 - 14	(1) 2/0 - 14	(5) 2/0 - 14	(2) 1/0 - 14	105.6 (48)
100A NON SER TYPE 3R	35.6 (903)	31.7 (806)	21.2 (538)	13.9 (355)	8.9 (226)	9.9 (252)	18.5 (471)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	5.8 (148)	5.8 (148)	3.1 (79)	(1) 2/0 - 14	(1) 2/0 - 14	(1) 2/0 - 14	(5) 2/0 - 14	(2) 1/0 - 14	110.0 (50)
150A NON SER TYPE 1	35.6 (903)	31.7 (806)	21.2 (538)	12.0 (305)	9.3 (236)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(4) 350 - 6	(2) 250 - 6	116.6 (53)
150A NON SER TYPE 3R	35.6 (903)	31.7 (806)	21.2 (538)	13.9 (355)	9.3 (236)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(4) 350 - 6	(2) 250 - 6	121.0 (55)
200A NON SER TYPE 1	35.6 (903)	31.7 (806)	21.2 (538)	12.0 (305)	9.3 (236)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(4) 350 - 6	(2) 250 - 6	116.6 (53)
200A NON SER TYPE 3R	35.6 (903)	31.7 (806)	21.2 (538)	13.9 (355)	9.3 (236)	10.3 (262)	18.1 (460)	13.7 (348)	12.4 (315)	1.7 (44)	1.7 (44)	6.0 (153)	6.0 (153)	3.3 (84)	(1) 250 - 6	(1) 250 - 6	(1) 250 - 6	(4) 350 - 6	(2) 250 - 6	121.0 (55)
300A NON SER TYPE 1	51.4 (1,305)	47.5 (1,206)	24.2 (614)	12.0 (305)	9.7 (246)	11.5 (292)	20.3 (516)	14.8 (377)	13.1 (311)	2.3 (59)	2.3 (59)	6.5 (166)	6.5 (166)	3.3 (84)	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(2) 250 - 6	173.8 (79)
300A NON SER TYPE 3R	51.4 (1,305)	47.5 (1,206)	24.2 (614)	13.9 (355)	9.7 (246)	11.5 (292)	20.3 (516)	14.8 (377)	13.1 (311)	2.3 (59)	2.3 (59)	6.5 (166)	6.5 (166)	3.3 (84)	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(2) 250 - 6	178.2 (81)
400A NON SER TYPE 1	51.4 (1,305)	47.5 (1,206)	24.2 (614)	12.0 (305)	9.7 (246)	11.5 (292)	20.3 (516)	14.8 (377)	13.1 (311)	2.3 (59)	2.3 (59)	6.5 (166)	6.5 (166)	3.3 (84)	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(2) 250 - 6	173.8 (79)
400A NON SER TYPE 3R	51.4 (1,305)	47.5 (1,206)	24.2 (614)	13.9 (355)	9.7 (246)	11.5 (292)	20.3 (516)	14.8 (377)	13.1 (311)	2.3 (59)	2.3 (59)	6.5 (166)	6.5 (166)	3.3 (84)	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(1) 600 - 4 or (2) 250 - 1/0	(5) 600 MCM - 4 or (10) 250 MCM - 1/0	(2) 250 - 6	178.2 (81)

UL 1008 Withstand and Closing Ratings

Ampere Rating	Specific Breaker (kA)**	3-Cycle Rating (kA)	Fuse Rating (Class J)	Fuse Size	Voltage
100	35	22	200 kA	200 A	480V
150	42	22	200 kA	200 A	480V
200	42	22	200 kA	200 A	480V
300	65	35	200 kA	400 A	480V
400	65	35	200 kA	400 A	480V

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.
 ** See Specific Breaker List available on GENconnect.

TX611 Series Transfer Switch

600 Amps

Contactor Type - Open and Delayed Transition

STANDARD FEATURES

GENERAL

- Small Footprint, Results in Easy Mounting and Installation for Reduced Time and Costs
- Wall Mount for Type 1 and 3R
- Floor Mounted, Wall Secured for Type 12
- Cable Entry is Top or Bottom
- Double-throw, stored energy transfer mechanism
- Can be electrically isolated while energized
- Graphical LCD-Based Display for Programming, System Diagnostics, and Help Menu Display Mimic
- Diagram with Source Available and Connected LED Indicator
- Method of Transfer: Open with Inphase Transition
- Mechanically Interlocked to Prevent Connection of Both Sources
- Modbus® RTU Communications
- TXC 100 Controller
- Operating Temperature: -4° to 158°F (-20° to 70°C)
- Removable Top and Bottom Plates for Ease of Entry
- Voltage Agnostic*
- High Withstand and Closing Ratings
- Heater Kit Standard on all 3R Enclosures
- Auxiliary Output Includes: Two Wire Start, Signal Before Transfer, Fault, and a Programmable Relay Output
- Auxiliary Input Includes: Permissive Inputs (24VDC)
- General Alarm Indication
- 2 Year Standard Warranty

VOLTAGE AND FREQUENCY SENSING

- Three Phase Under and Over Voltage Sensing on Normal and Emergency Sources
- Under and Over Frequency Sensing on Normal and Emergency
- Selectable Settings: Single or Three Phase Voltage
- Sensing on Normal and Emergency 60 Hz
- Phase Sequence Sensing for Phase Sensitive Loads

START CIRCUIT

- 2-wire Start
- 3-wire Start from C Contact for Circuit Monitoring

DIGITAL OUTPUTS

- Switch Position Indication (2 Form C)
- Signal Before Transfer (Elevator)
- General Alarm

DIGITAL INPUTS

- Emergency Inhibit (Permissive & Load Shed)
- Go to Emergency (Demand Response)
- Manual Generator Retransfer

CONTROLS

- Front Programmable Control Reduces PPE Needs and Arc Flash Hazard
- Built in Battery Backup – Increases Switch Reliability and Reduces Switch Transition Time to Alternate Source
- Battery Backup Able to Power the Controller for up to 60 Minutes in the Event of No Source Availability
- Generator Battery Backup for Controller
- Accessible USB Port for Easy Data Downloads, Firmware Updates without Requiring PPE, Reducing the Risk of Arc Flash
- All Amp Nodes Offered with Delayed Transition
- Heater Programmable through Control for Desired Temperature and Humidity Settings
- Front Accessible Customer Connections
- Time-Stamped Event History Log
- Programmable Exerciser – Daily, Weekly, Biweekly, Monthly

* 480 V 3-Wire Systems and all 600 V systems must be specified at time of ordering for Transformer Kit to be included

AVAILABLE OPTIONS

- Time Delay in Neutral Transition (TDN) or Inphase with a Default to Time Delay in Neutral Transfer
- Remote Annunciator
- 3R Padlockable Cover for Controller (Standard on 3R Enclosure)
- CTs for Integrated Metering
- Heater Option for Temperature and Humidity Control (Standard on 3R Enclosure)
- Expandable Input/Output Board Module Includes: 4 Relay Outputs and 4 Optically Isolated Inputs
- Kickplate for Type 12 Enclosure Only
- 2 Year Extended Limited Warranty
- 5 Year Basic Limited Warranty
- 5 Year Extended Limited Warranty
- 7 Year Extended Limited Warranty
- 10 Year Extended Limited Warranty

ENGINEERED OPTIONS

- Transient Voltage Surge Suppressor (TVSS)
- Manual Generator Retransfer Switch
- Go to Emergency Switch

CONVERSION KITS

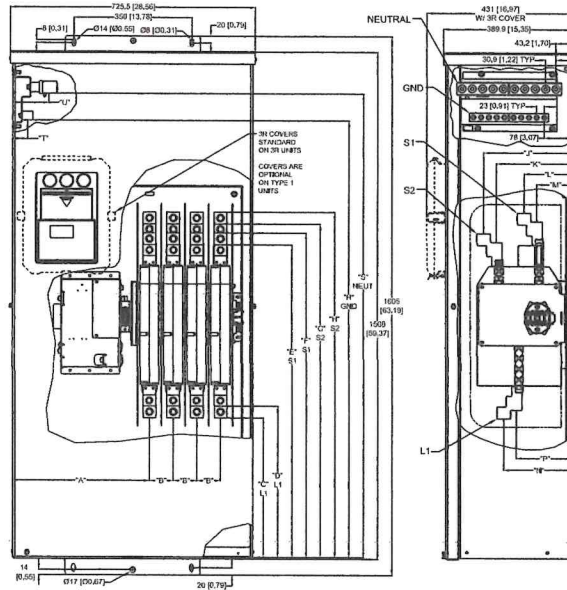
- 480 V Transformer Kit for 3-Wire Systems
- 600 V Transformer Kit
- NEMA Type 1 to 3R Kit

TX611 Series Transfer Switch

600 Amps

Contactor Type · Open and Delayed Transition

UNIT DIMENSIONS*



Non-Service Entrance Rated, Contactor Type, Open and Delayed Transition, 600 A, Type 1 and Type 3R			
Description		600A 2 & 3 Pole	600 A 4 Pole
in (mm)	A (Dim)	18.1 (495.5)	16.2 (411.5)
	B (Dim)	2.8 (70.3)	2.8 (70.3)
	C (Dim)	15.13 (384.3)	15.13 (384.3)
	D (Dim)	16.51 (419.3)	16.51 (419.3)
	E (Dim)	39.0 (990.6)	39.0 (990.6)
	F (Dim)	40.4 (1025.5)	40.4 (1025.5)
	G (Dim)	41.64 (1057.7)	41.64 (1057.7)
	H (Dim)	43.02 (1092.6)	43.02 (1092.6)
	J (Dim)	9.65 (245.2)	9.65 (245.2)
	K (Dim)	8.17 (207.6)	8.17 (207.6)
	L (Dim)	4.93 (125.2)	4.93 (125.2)
	M (Dim)	3.45 (87.6)	3.45 (87.6)
	N (Dim)	7.29 (185.2)	7.29 (185.2)
	P (Dim)	5.81 (147.6)	5.81 (147.6)
	R (Dim)	51.3 (1303.8)	51.3 (1303.8)
	S (Dim)	54.5 (1384)	54.5 (1384)
	T (Dim)	1.74 (44.2)	1.74 (44.2)
U (Dim)	4.25 (107.9)	4.25 (107.9)	
Cu/Al	Normal 75 °C Wire	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2
	Standby Source 75 °C Wire	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2
	Load 75 °C Wire	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2
	Neutral Connection	(10) 600 - 4 or (20) 250 - 1/0	(10) 600 - 4 or (20) 250 - 1/0
	Ground Connection	(10) 350 Kcmil - 6	(10) 350 Kcmil - 6
lbs (kg)	Weight	2-Pole: 231 (104.8)	259 (117.5)
		3-Pole: 245 (111.1)	

UL 1008 Withstand and Closing Ratings				
Ampere Rating	3-Cycle Rating (kA)	Fuse Rating (Class L)	Fuse Size (Class L)	Voltage
600	50	200 kA	2000 A	Up to 600V

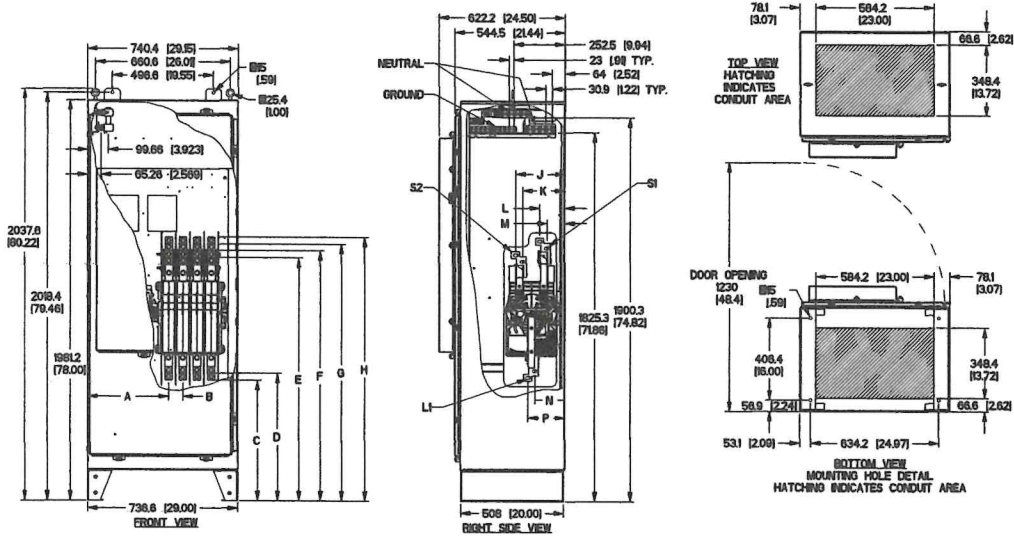
* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

TX611 Series Transfer Switch

600 Amps

Contactor Type - Open and Delayed Transition

UNIT DIMENSIONS*



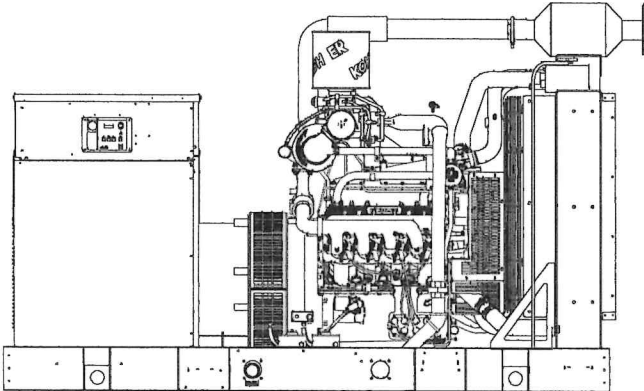
Non-Service Entrance Rated, Contactor Type, Open and Delayed Transition, 600 A, Type 4, 4X, or 12			
Description	600A 2 & 3 Pole	600 A 4 Pole	
in (mm)	A (Dim)	15.66 (397.8)	15.66 (397.8)
	B (Dim)	2.75 (69.9)	2.75 (69.9)
	C (Dim)	23.5 (597.0)	23.5 (597.0)
	D (Dim)	24.9 (632.0)	24.9 (632.0)
	E (Dim)	47.31 (1201.6)	47.31 (1201.6)
	F (Dim)	48.68 (1236.5)	48.68 (1236.5)
	G (Dim)	49.97 (1269.2)	49.97 (1269.2)
	H (Dim)	51.34 (1304.1)	51.34 (1304.1)
	J (Dim)	9.55 (242.5)	9.55 (242.5)
	K (Dim)	8.20 (208.2)	8.20 (208.2)
	L (Dim)	4.82 (122.5)	4.82 (122.5)
	M (Dim)	3.47 (88.2)	3.47 (88.2)
	N (Dim)	5.83 (148.2)	5.83 (148.2)
P (Dim)	7.18 (182.5)	7.18 (182.5)	
Cu/Al	Normal 75 °C Wire	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2
	Standby Source 75 °C Wire	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2
	Load 75 °C Wire	(2) 750 Kcmil - 2	(2) 750 Kcmil - 2
	Neutral Connection	(8) 600 - 4 or (16) 250 - 1/0	(8) 600 - 4 or (16) 250 - 1/0
	Ground Connection	(10) 350 Kcmil - 6	(10) 350 Kcmil - 6
lbs (kg)	Weight	2-Pole: 496 (225) 3-Pole: 510 (231.3)	542 (237.7)

UL 1008 Withstand and Closing Ratings				
Ampere Rating	3-Cycle Rating (kA)	Fuse Rating (Class L)	Fuse Size (Class L)	Voltage
600	50	200 kA	2000 A	Up to 600V

* All measurements are approximate and for estimation purposes only. Specification characteristics may change without notice. Please contact a Generac Power Systems Industrial Dealer for detailed installation drawings.

EPA-Certified for Stationary Emergency Applications
Ratings Range

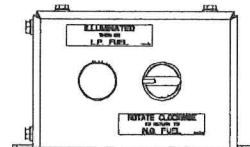
Standby:	kW kVA	50 Hz	60 Hz
		116-120 145-150	105-150 105-188


Generator Set Ratings

Alternator	Voltage	Ph	Hz	Natural Gas 130°C Rise		LP Gas 130°C Rise	
				Standby Rating kW/kVA	Amps	Standby Rating kW/kVA	Amps
4R13X	120/208	3	60	135/169	470	135/169	470
	127/220	3	60	140/175	460	140/175	460
	120/240	1	60	105/105	438	105/105	438
	120/240	3	60	135/169	407	135/169	407
	220/380	3	60	120/150	225	120/150	225
	254/440	3	60	140/175	230	140/175	230
	277/480	3	60	150/188	227	150/188	227
	115/200	3	50	120/150	434	116/145	419
	220/380	3	50	120/150	228	116/145	221
	230/400	3	50	120/150	217	116/145	210
4S12X/ 4S13X (Common Ratings)	240/416	3	50	120/150	209	116/145	202
	120/208	3	60	150/188	522	150/188	522
	127/220	3	60	150/188	494	150/188	494
	120/240	3	60	150/188	453	150/188	453
	254/440	3	60	150/188	247	150/188	247
	277/480	3	60	150/188	227	150/188	227
	347/600	3	60	150/188	181	150/188	181
	115/200	3	50	120/150	434	120/150	434
	110/220	3	50	120/150	394	120/150	394
	220/380	3	50	120/150	228	120/150	228
4S12X	230/400	3	50	120/150	217	120/150	217
	240/416	3	50	120/150	209	120/150	209
4S13X	120/240	1	60	105/105	438	105/105	438
	220/380	3	60	140/175	266	140/175	266
4T13X	120/240	1	60	110/110	459	110/110	459
	220/380	3	60	150/188	286	150/188	286

Standard Features

- Rehlko provides one-source responsibility for the generating system and accessories.
- The generator set and its components are prototype-tested, factory-built, and production-tested.
- The 60 Hz generator set offers a cULus listing.
- The generator set accepts rated load in one step.
- The 60 Hz generator set meets NFPA 110, Level 1, when equipped with the necessary accessories and installed per NFPA standards.
- A one-year limited warranty covers all generator set systems and components. Two- and five-year extended limited warranties are also available.
- Alternator features:
 - The unique Fast-Response® X excitation system delivers excellent voltage response and short-circuit capability using a rare-earth, permanent magnet (PM)-excited alternator.
 - The brushless, rotating-field alternator has broadrange reconnectability.
- Other features:
 - Rehlko designed controllers for one-source system integration and remote communication. See Controllers on page 3.
 - The electronic, isochronous governor incorporates an integrated drive-by-wire throttle body actuator delivering precise frequency regulation.
- Natural gas, LP gas, and dual fuel models are available.
- Dual fuel model features:
 - Natural gas is the primary fuel. Automatically transfers back to primary fuel when LPG fuel becomes low or generator stops and restarts.
 - The patented reset box on the generator provides the ability to manually transfer back to natural gas.
 - The natural gas rating is available when running on natural gas.
 - APM603 controller provides load shed for automatic derate to LPG ratings to prevent an overload condition.



RATINGS: All three-phase units are rated at 0.8 power factor. All single-phase units are rated at 1.0 power factor. *Standby Ratings:* The standby rating is applicable to varying loads for the duration of a power outage. There is no overload capability for this rating. Ratings are in accordance with ISO-8528-1 and ISO-3046-1. Obtain technical information bulletin (TIB-101) for ratings guidelines, complete ratings definitions, and site condition derates. The generator set manufacturer reserves the right to change the design or specifications without notice and without any obligation or liability whatsoever.

Alternator Specifications

Specifications	Alternator
Type	4-Pole, Rotating-Field
Exciter type	Brushless, Rare-Earth Permanent Magnet
Leads: quantity, type	
4RX, 4SX	12, Reconnectable
4TX	4, 120/240 V
Voltage regulator	Solid State, Volts/Hz
Insulation:	NEMA MG1
Material	Class H
Temperature rise	130°C, Standby
Bearing: quantity, type	1, Sealed
Coupling	Flexible Disc
Amortisseur windings	Full
Voltage regulation, no-load to full-load	Controller Dependent
One-step load acceptance	100% of Rating
Unbalanced load capability	100% of Rated Standby Current
Peak motor starting kVA:	(35% dip for voltages below)
480 V 4R13X (12 lead)	540 (60 Hz)
480 V 4S12X (12 lead)	480 (60 Hz)
480 V 4S13X (12 lead)	570 (60 Hz)
240 V 4T13X (4 lead)	440 (60 Hz)

- NEMA MG1, IEEE, and ANSI standards compliance for temperature rise and motor starting.
- Sustained short-circuit current of up to 300% of the rated current for up to 10 seconds.
- Sustained short-circuit current enabling downstream circuit breakers to trip without collapsing the alternator field.
- Self-ventilated and dripproof construction.
- Windings are vacuum-impregnated with epoxy varnish for dependability and long life.
- Superior voltage waveform from a two-thirds pitch stator and skewed rotor.

Application Data

Engine

Engine Specifications	60Hz	50Hz
Engine: model, type	KG10V08T-6CGS (NG) 10.3L, 4-Cycle, Turbocharged KG10V08T-6DGS (LPG) 10.3 L, 4-Cycle, Turbocharged and Aftercooled	
Cylinder arrangement	V-8	
Displacement, L (cu. in.)	10.3 (632)	
Bore and stroke, mm (in.)	116.8 x 120.6 (4.6 x 4.7)	
Compression ratio	9.3:1	
Piston speed, m/min. (ft./min.)	434.3 (1425)	
Main bearings: quantity, type	5, Tri-Metal	
Rated rpm	1800	1500
Max. power at rated rpm (NG), kW (HP)		
NG:	174 (233)	139 (187)
Dual fuel:	227 (304)	182 (244)
Max. power at rated rpm (LPG), kW (HP)		
Dual fuel:	178 (239)	143 (192)
Cylinder head material	Cast Iron	
Piston type and material	NG: Dished Top Cast Aluminum LPG: Dished Top Forged Aluminum	
Crankshaft material	Forged Steel	
Valve (exhaust) material	Inconel	
Governor type	Electronic	
Frequency regulation, no-load to full-load	Isochronous	
Frequency regulation, steady state	±0.75%	
Frequency	Fixed	
Air cleaner type, all models	Dry	

Exhaust

Exhaust System	60Hz	50Hz
Exhaust manifold type	Dry	
Exhaust flow at rated kW, m ³ /min. (cfm)	29.3 (1035)	23.6 (834)
Exhaust temperature at rated kW, dry exhaust, °C (°F)	697 (1287)	662 (1224)
Maximum allowable overall back pressure, kPa (in. Hg)	19.8 (5.87)	5.85 (1.74)
Maximum allowable back pressure after catalyst, kPa (in. Hg)	16.6 (4.9)	4.2 (1.25)
Exhaust outlet size at engine hookup, mm (in.)	Flanged Outlet at Catalyst see ADV drawing	

Engine Electrical

Engine Electrical System	60Hz	50Hz
Ignition system	Coil Pack	
Battery charging alternator:		
Ground (negative/positive)	Negative	
Volts (DC)	12	
Ampere rating	130	
Starter motor rated voltage (DC)	12	
Battery, recommended cold cranking amps (CCA):		
Qty., rating for -18°C (0°F)	One, 925	
Battery voltage (DC)	12	

Lubrication

Lubricating System	60Hz	50Hz
Type	Full Pressure	
Oil pan capacity, L (qt.) §	11.3 (12)	
Oil pan capacity with filter, L (qt.) §	15.1 (16)	
Oil filter: quantity, type §	1, Cartridge	
§ Rehlko recommends the use of Rehlko Genuine oil and filters.		

Application Data

Fuel System	Fuel Consumption ‡		60Hz	50Hz	
	60Hz	50Hz	Standby Ratings		
Fuel type	Natural Gas, LP Gas, or Dual Fuel		100%	53.1 (1873.5)	40.7 (1436)
Fuel supply line inlet	1.5 NPT		75%	41.9 (1480.5)	32.3 (1139)
Natural gas, LPG, and Dual fuel supply pressure, kPa (in. H ₂ O)	1.74-2.74 (7-11)		50%	30.8 (1087.5)	23.8 (842)
			25%	19.7 (694.5)	15.4 (545)
			0%	8.5 (301.5)	7.0 (247.8)
Fuel Composition Limits *	Nat. Gas	LP Gas	LP Gas, m ³ /hr. (cfh) at % load		
Methane, % by volume	90 min.	-	100%	23.5 (829)	18.9 (669)
Ethane, % by volume	4.0 max.	-	75%	18.5 (654)	12.6 (443)
Propane, % by volume	1.0 max.	85 min.	50%	13.6 (479)	9.3 (327)
Propene, % by volume	0.1 max.	5.0 max.	25%	8.6 (304)	6.8 (239)
C4 and higher, % by volume	0.3 max.	2.5 max.	0%	3.7 (129)	2.8 (100)
Sulfur, ppm mass	25 max.		‡ Nominal Fuel Rating: Natural gas, 37 MJ/m ³ (1000 Btu/ft. ³)		
Lower heating value, MJ/m ³ (Btu/ft ³), min.	33.2 (890)	84.2 (2260)	LP vapor, 93 MJ/m ³ (2500 Btu/ft. ³)		
* Fuels with other compositions may be acceptable. If your fuel is outside the listed specifications, contact your local distributor for further analysis and advice.					
LP vapor conversion factors:					
8.58 ft.3 = 1 lb.					
0.535 m ³ = 1 kg.					
36.39 ft.3 = 1 gal.					

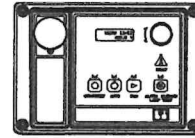
Cooling

Radiator System	60 Hz	50 Hz
Ambient temperature, °C (°F)*	50 (122)	
Engine jacket water capacity, L (gal.)	11 (2.9)	
Radiator system capacity, including engine, L (gal.)	34 (9)	
Engine jacket water flow, Lpm (gpm)	219 (58)	182 (48)
Heat rejected to cooling water at rated kW, dry exhaust, kW (Btu/min.)	99 (5630)	86 (4891)
Heat rejected to engine oil at rated kW, dry exhaust, kW (Btu/min.)	18.3 (1041)	15 (853)
Water pump type	Centrifugal	
Fan diameter, including blades, mm (in.)	750 (29.5)	
Natural Gas	850 (33.4)	
LP Gas or Dual Fuel		
Fan, kWm (HP)		
Natural Gas	9 (12)	5 (6.7)
LP Gas or Dual Fuel	15 (20.1)	5 (6.7)
Max. restriction of cooling air, intake and discharge side of radiator, kPa (in. H ₂ O)	0.125 (0.5)	
* Enclosure with internal silencer reduces ambient temperature capability by 5°C (9°F).		

Operation Requirements

Air Requirements	60 Hz	50 Hz
Radiator-cooled cooling air, m ³ /min. (scfm)†	269 (9500)	224 (7900)
Combustion air, m ³ /min. (cfm)	8.50 (300)	9.77 (345)
Heat rejected to ambient air:		
Engine, kW (Btu/min.)	45.8 (2604)	31.3 (1780)
Alternator, kW (Btu/min.)	15.7 (893)	13.4 (762)
† Air density = 1.20 kg/m ³ (0.075 lbm/ft ³)		

Controllers

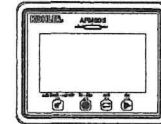


APM402 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- Digital display and menu control provide easy local data access
- Measurements are selectable in metric or English units
- Remote communication thru a PC via network or serial configuration
- Controller supports Modbus® protocol
- Integrated hybrid voltage regulator with ±0.5% regulation
- Built-in alternator thermal overload protection
- NFPA 110 Level 1 capability

Refer to G6-161 for additional controller features and accessories.



APM603 Controller

Provides advanced control, system monitoring, and system diagnostics for optimum performance and compatibility.

- 7-inch graphic display with touch screen and menu control provides easy local data access
- Measurements are selectable in metric or English units
- Load management to connect and disconnect loads as required
- Controller supports Modbus® RTU, Modbus® TCP, SNMP and BACnet®
- Integrated voltage regulator with ±0.25% regulation
- Built-in alternator thermal overload protection
- UL-listed overcurrent protective device
- NFPA 110 Level 1 capability

Refer to G6-162 for additional controller features and accessories.

Modbus® is a registered trademark of Schneider Electric.

Standard Features

- Air Restriction indicator
- Alternator Protection
- Battery Rack and Cables
- Closed Crankcase Ventilation (CCV) Filters
- Dual Fuel Reset Box (standard on dual fuel models)
- Gas Fuel System (includes fuel mixer, electronic secondary gas regulator, gas solenoid valve, and flexible fuel line between the engine and the skid-mounted fuel system components)
- Integral Vibration Isolation
- Local Emergency Stop Switch
- Oil Drain Extension
- Operation and Installation Literature
- Open Unit Accessory Kit (Duct Flange, Stone Guard, and Three-Way Exhaust Catalyst)

Available Options

Circuit Breakers Type

- | | |
|---|--|
| <input type="checkbox"/> Magnetic Trip | <input type="checkbox"/> 80% Rating |
| <input type="checkbox"/> Thermal Magnetic Trip | <input type="checkbox"/> 100% Rating |
| <input type="checkbox"/> Electronic Trip (LI) | <input type="checkbox"/> Operation |
| <input type="checkbox"/> Electronic Trip with Short Time (LSI) | <input type="checkbox"/> Manual |
| <input type="checkbox"/> Electronic Trip with Ground Fault (LSIG) | <input type="checkbox"/> Electrically Operated (for paralleling) |

Circuit Breaker Mounting

- Generator Mounted
- Remote Mounted
- Bus Bar (for remote mounted breakers)

Enclosures for Remote Mounted Circuit Breakers

- NEMA 1
- NEMA 3R

Approvals and Listings

- cULus (UL 2200 and CSA)
- Hurricane Rated Enclosure (Available with Premium Aluminum Sound Enclosure Only)
- IBC Seismic Certification

Enclosure

- Sound Enclosure (with enclosed critical silencer)
- Weather Enclosure (with enclosed critical silencer)

Open Unit

- Exhaust Silencer, Critical

Fuel System

- Dual Fuel NG/LPG (automatic changeover)
- Flexible Fuel Line
- Fuel Filter Kit
- Secondary Gas Solenoid Valve (UL Fuel System)

Controller

- Failure Relay w/Harness, 1 Fault (APM603 controller only)
- Four Input/Fifteen Output Module
- Lockable Emergency Stop
- Manual Key Switch (APM603 controller only)
- Manual Speed Adjust (APM402 controller only)
- Paralleling, Gen Mounted EOB (APM603 controller only)
- Paralleling, Remote Mounted EOB (APM603 controller only)
- Remote Emergency Stop Switch
- Remote Annunciator Panel
- Run Relay, 12 V
- Two Input/Five Output Module (APM402 controller only)

Cooling System

- Block Heater, 1500 W, 120 V
- Block Heater, 1500 W, 240 V
Required for ambient temperatures below 10°C (50°F)

Electrical System

- Battery
- Battery Charger (6A or 10A)
- Battery Charger Temperature Compensation
- Battery Heater, 120V
- Alternator Strip Heater
- Basic Electrical package (Includes 30 A terminal strip, DC light switch, 20 A, 240 VAC receptacle, and 20 A, 120 VAC GFCI receptacles.)

Miscellaneous

- Certified Test Report
- Engine Fluids (oil and coolant) Added
- Rodent Guards
- Skid End Caps

Literature

- General Maintenance
- NFPA 110
- Overhaul
- Production

Warranty

- 2-Year Basic Limited Warranty
- 5-Year Basic Limited Warranty
- 5-Year Basic Limited Warranty
- 10-Year Extended Warranty

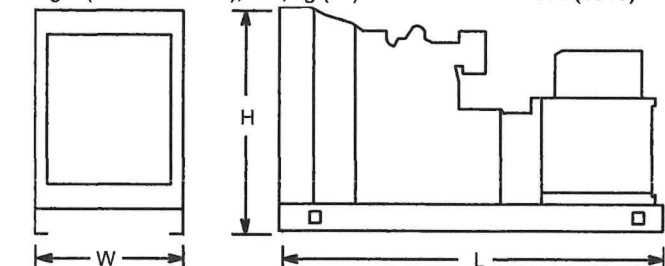
Other Options

- _____
- _____

Dimensions and Weights

Overall Size, L x W x H, mm (in.): 2800 x 1340 x 1809
(110.2 x 52.8 x 71.2)

Weight (radiator model), wet, kg (lb.): 1500 (3310)



NOTE: This drawing is provided for reference only and should not be used for planning installation. Contact your local distributor for more detailed information.

From: [tthyssen](#)
To: [clerk](#)
Subject: FW: Kohler Maintenance Program
Date: Tuesday, November 26, 2024 1:18:24 PM
Attachments: [Maintenance Program Sample 2023.pdf](#)

For the packet.

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: Dan Suehring <dsuehring@trupowersolutions.com>
Sent: Tuesday, November 26, 2024 10:55 AM
To: tthyssen <tthyssen@gibraltarwi.gov>
Subject: Kohler Maintenance Program

You don't often get email from dsuehring@trupowersolutions.com. [Learn why this is important](#)

Good morning Travis,

Please see attached for the maintenance checklist that they go through while on site.

Annual program is \$820

Bi-annual is \$1270 (at the bi-annual they do the 81-point inspection but do not change the oil and filter)

They do offer quarterly and monthly inspections.

The unit will auto run for 1 hour monthly and self-diagnose issues if any arise.

Please let me know if you have any other questions.

Thank you,

Daniel Suehring

President

3415 French Road, Suite 401

De Pere, WI 54115

Email: dsuehring@trupowersolutions.com

Cell: (715) 851-0907



PLANNED MAINTENANCE CHECKLIST

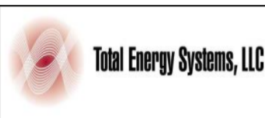
Customer Name		Account Number	Site Number
			1
Technician		Date	W/O #
Generator	Model	Specification	Serial

Engine	Satisfactory	Unsatisfactory	N/A	Comment
Cooling System				
Coolant -- Visual inspection of level and condition	X			Topped approx 1 gallon
Coolant -- Record protection level	X			-60
Pressure Test System -- Record pressure test.	X			16
Filler Cap -- Visual inspection of gaskets and sealing surfaces	X			
Radiator / Heat Exchanger -- Visual inspection for leaks, damage and debris	X			Some debris present not enough to restrict air flow
Fan Guard -- Inspect for missing or broken parts	X			
Fan Drive Pulley -- Check for loose or worn pulleys and lube fan drive, if applicable	X			
Fan Belts -- Inspect for frayed or worn belts; check tension and adjust.	X			
Hoses -- Visual inspection of all hoses for condition; check connections.	X			
Water Pump -- Visual inspection for leaks.	X			
Jacket Water Heater -- Check for proper operation; record temperature.	X			117
Lubrication System				
Oil Level -- Check for proper level.	X			
Oil Leaks -- Inspect for leaks; wipe engine and change absorbent pads.	X			
Crankcase Breather System -- Inspect hose and connections; note excessive blow-by during last run.	X			
Intake Air				
Air Filter -- Inspect restriction gauge.	X			
Air Filter -- Inspect filter element(s).	X			
Air Inlet System -- Inspect piping for damaged or loose connections.	X			



PLANNED MAINTENANCE CHECKLIST

Exhaust System				
Silencer and Piping (Interior) -- Inspect for damage or leakage of piping and / or insulation.	X			
Silencer and Piping (Exterior) -- Inspect for damage or leakage of piping; check rain cap.	X			
Exhaust / Manifold -- Inspect piping for damaged or loose connections.	X			
Starting System				
Battery Charger -- Check for proper operations and connections	X			
Battery Charger -- Measure battery charger float voltage and record voltage	X			26.8
Batteries -- Check electrolyte level (where applicable)			X	
Battery Cables -- Clean and tighten all battery cables.	X			
Starting Motor(s) -- Inspect connections and wiring.	X			
Date-stamp battery with paint pen and note age.	X			8-2020
If batteries disconnected, reset clocks in Gen. Controller			X	
Generator / Generator Controller	Satisfactory	Unsatisfactory	N/A	Comment
Generator				
Wiring -- Inspect for loose connections.	X			
Voltage Regulator -- Inspect for loose connections.	X			
Stator and Rotor -- Visually inspect for damage and air gap.	X			
Coupling Guards -- Inspect for vibration and loose or missing parts.	X			
General -- Inspect for debris or animal damage.	X			
Controller				
Wiring -- Inspect for loose connections.	X			
Circuit Boards and Meters -- Inspect for lose connections.	X			
Panel Lamps -- Operational check of illumination and safety lamps.	X			
General System	Satisfactory	Unsatisfactory	N/A	Comment
Cooling System				
Cooling System -- Check temperature of inlet and outlet of radiator; record temperatures.	X			



PLANNED MAINTENANCE CHECKLIST

Water Pump -- Check for leaks and unusual noise or vibration; check pulley.	X			
Fans and Belts -- Check for unusual noise or vibration.	X			
Starting System				
Starter and Alternator -- Check for unusual noise or vibration.	X			
General				
Enclosure Condition -- Check for leaks, security, etc.	X			
Inspect for oil, fuel, coolant, intake or exhaust leaks while running.	X			
Visual Inspection -- Overall condition of generator set.	X			
Vibration Isolators -- Visual inspection for broken springs or damaged cases.	X			
Louvers -- Check for proper operation of louvers; make minor adjustments if necessary.	X			
Operational Site Test	Satisfactory	Unsatisfactory	N/A	Comment
Operational Site Test				
Test unit with load (if possible).			X	
Unit transferred in less than 10 seconds (NFPA110).			X	
Annunciator Panel/Transfer Switch Indicator Lights.			X	
Final Inspection / Maintenance	Satisfactory	Unsatisfactory	N/A	Comment
After Shutdown				
Grease Generator Bearing (if required) -- Two pumps annually.	X			
Change engine oil, fuel and oil filters (Maintenance Visit).			X	
Pre-Lube engine Per Engine Mfg. Specifications (if maintenance was performed).			X	
Pre-charge Fuel system per Mfg. Specifications (if maintenance was performed).			X	
Start engine and check for leaks.	X			
Check for proper crankcase level after test run.	X			

Information

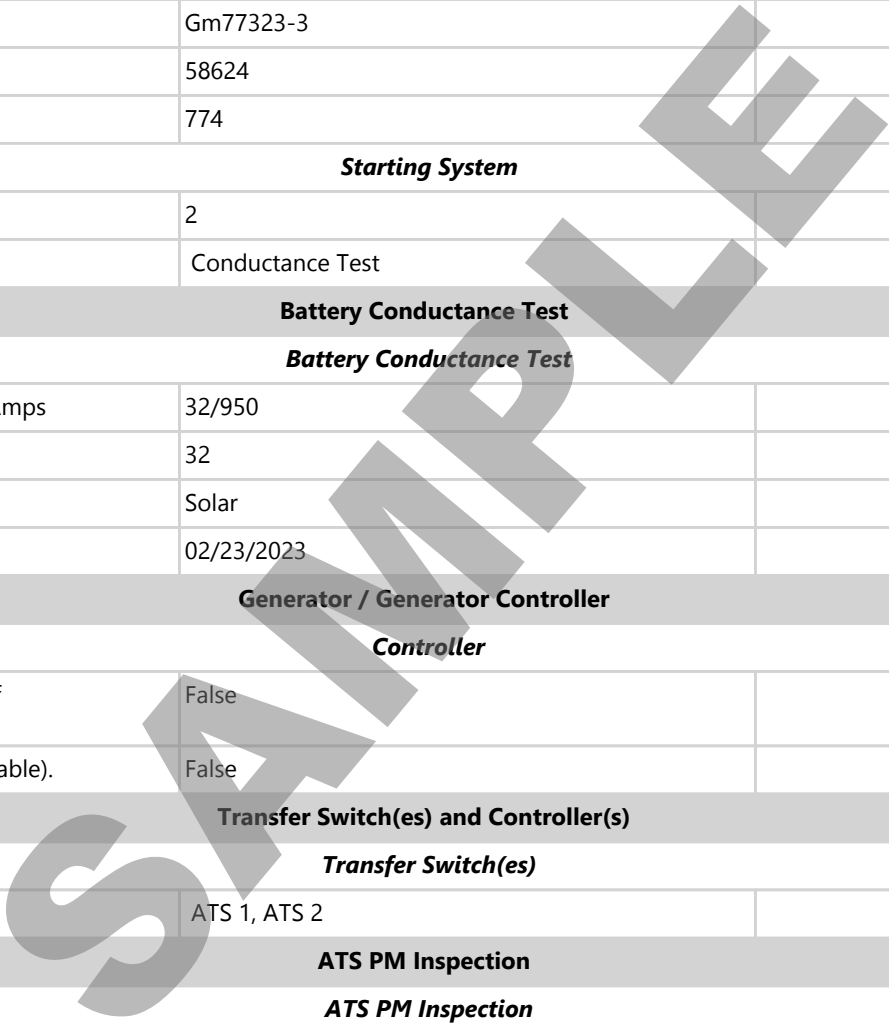
Information

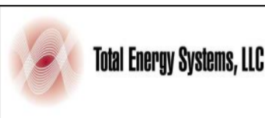
Hour Meter Reading (Arrival)	419.4	
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PLANNED MAINTENANCE CHECKLIST

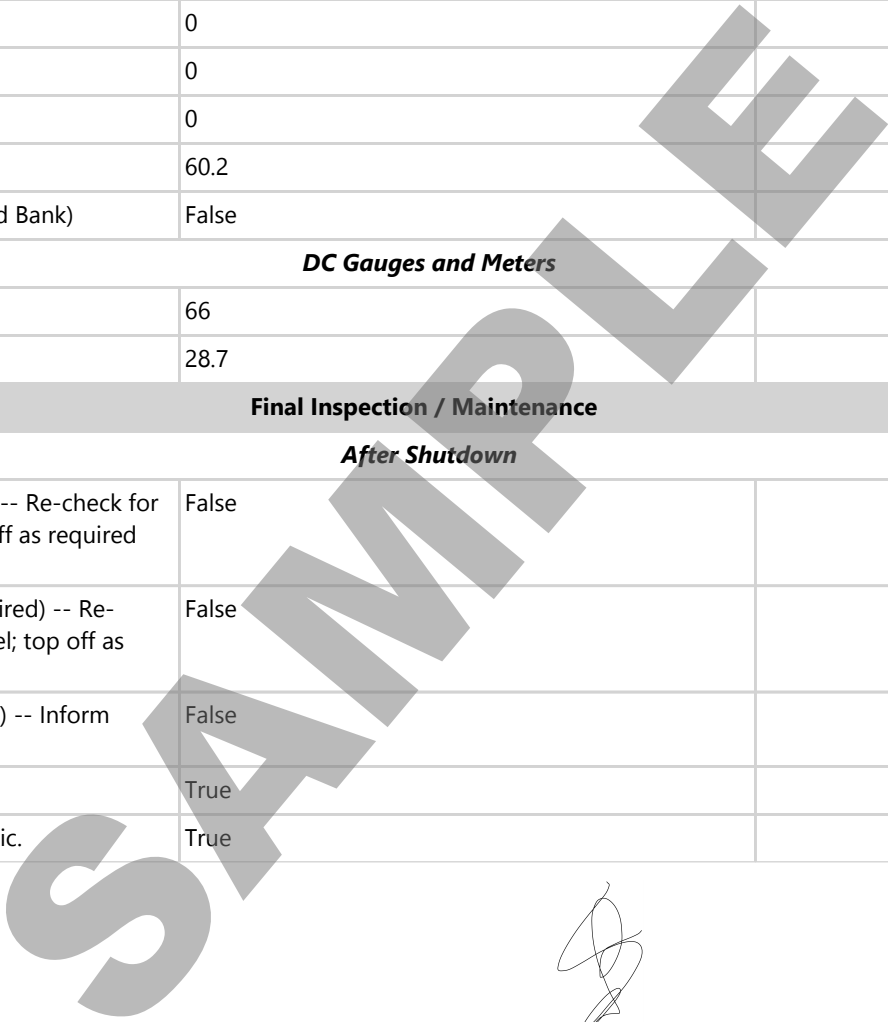
Inspection Type	Semi-Annual Inspection	
Engine		
Engine ID Information		
Photo of Engine Tag or: (answer remaining questions)	188748	
Fuel System / Type		
What Type of Fuel System in use?	Diesel Fuel System	
Diesel Inspection		
Diesel Inspection		
Fuel Tank Model	Gm77323-3	
Fuel Tank Serial Number	58624	
Fuel Tank Capacity	774	
Starting System		
Battery Quantity	2	
Battery Load Test	Conductance Test	
Battery Conductance Test		
Battery Conductance Test		
Battery Group / Cold Crank Amps	32/950	
Air Temperature (F)	32	
Conductance Meter Used	Solar	
Date/Time of Test	02/23/2023	
Generator / Generator Controller		
Controller		
Event History Downloaded (If Changes/Upgrades made).	False	
Firmware upgraded (if applicable).	False	
Transfer Switch(es) and Controller(s)		
Transfer Switch(es)		
Transfer Switch(es)	ATS 1, ATS 2	
ATS PM Inspection		
ATS PM Inspection		
Photo of ATS Tag or:	188782	
Event History Downloaded (If Changes/Upgrades made).	False	
Transfer Switch(es)	ATS 1, ATS 2	
ATS PM Inspection		





PLANNED MAINTENANCE CHECKLIST

<i>ATS PM Inspection</i>		
Photo of ATS Tag or:	188781	
Event History Downloaded (If Changes/Upgrades made).	False	
<i>Operational Site Test</i>		
<i>AC Gauges and Meters</i>		
Volts A	208	
Volts B	208	
Volts C (3ph only)	208	
Amps A	0	
Amps B	0	
Amps C (3ph only)	0	
Frequency	60.2	
Loaded Test (Building or Load Bank)	False	
<i>DC Gauges and Meters</i>		
Oil Pressure (PSI)	66	
Battery Voltage (DC)	28.7	
<i>Final Inspection / Maintenance</i>		
<i>After Shutdown</i>		
Take Oil Sample (if required) -- Re-check for proper crankcase level; top off as required (Inspection Visit).	False	
Take Coolant Sample (if required) -- Re-check for proper radiator level; top off as required.	False	
Take Fuel Sample (if required) -- Inform customer if fuel is required.	False	
Check generator breaker.	True	
Reset all controls to Automatic.	True	



Customer Signature:

Technician Initials: Sa

Photo of Engine Tag or: (answer remaining questions)

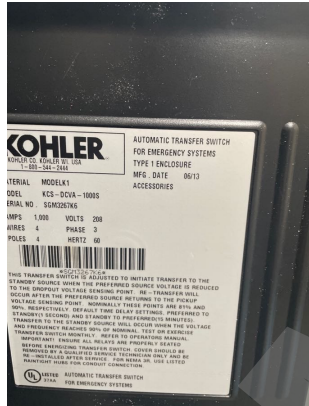


PLANNED MAINTENANCE CHECKLIST



default

Photo of ATS Tag or:



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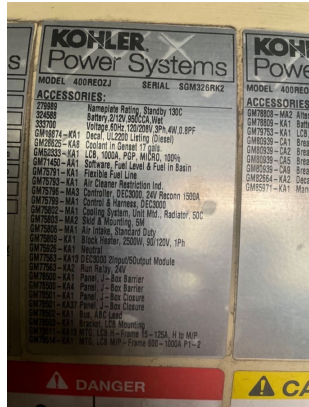
Photo of ATS Tag or:



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Photograph

PLANNED MAINTENANCE CHECKLIST



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Photograph

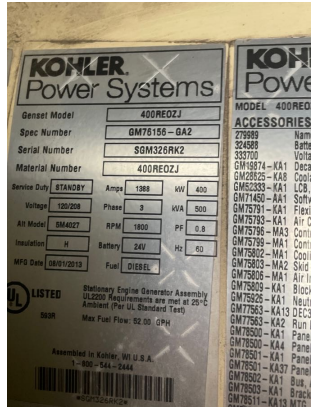


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Photograph



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SAMPLE



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 Photograph



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SAMPLE



Peak Power Services Inc.
1327 Poplar Drive
Waukesha, WI 53188

November 20th, 2024

QUOTE #: SS20247111

Project: Town of Gibraltar Fire Station Generator.

Quote Total: \$81,295.50

Description: Provide, deliver and install a new 150KW, 188KVA, 120/208 Volt, 520 Amps, 3 Phase emergency generator for the Town of Gibraltar Fire Department at 3496 County Hwy F, Fish Creek, WI 54212.

- Disconnect existing generator – to be left on site and in the possession of the Town of Gibraltar Fire Department.
- Disconnect the existing transfer switches and to be brought back to Peak Power for disposal. (Can be left on site if requested).
- Provide, deliver and install a new Generac RG15090GVAC – Protector Gaseous 150KW 120/208 3P Liquid – Cooled Generator, Catalyst, Vapor Propane.
 - Optional Field installed Features:
 - Push button Emergency Stop.
 - NFPA 110 System Control & Remote Annunciation.
 - 150KW 9.0L Engine Extreme Cold Weather Kit supplied and installed.
- Provide, deliver, and install a new Generac RTSN600G3 – Automatic Transfer Switch 600 Amps, 120/208 3P, Nema 3R, Non-Service Rated.
 - 7411 – 3-Phase Voltage Sensing Kit for 240/120 & 208/120 v RTS Transfer Switch.
- Provide, deliver, and install a new Generac RTSN100G3 – Automatic Transfer Switch 100 Amps, 120/208 3P, Nema 3R, Non-Service Rated.
 - 7411 – 3-Phase Voltage Sensing Kit for 240/120 & 208/120 v RTS Transfer Switch.
- All grounding will be completed per NEC code.
- Coordinate and schedule the start-up of this new Generac generator with the Generac Industrial Dealer.
 - On site training can be scheduled for day of start-up.
- Contact the Door County Land Use Services for all necessary permits required for this project.
- All needed permits to be obtained with the Town of Gibraltar through Inspection Specialists LLC.
- Electrical permit will be obtained, and inspections will be coordinated with Brett Guilette with the Town of Gibraltar.
- Peak Power Services can provide a semi-annual and or annual preventative maintenance schedule for this generator once install has been completed.
 - Can also complete all future emergency / non-emergency repairs as needed for this generator and transfer switches.
 - 25-weeks - Current lead times for Generator and transfer switches.
 - Once awarded – work would tentatively be scheduled to begin mid July 2025.

Additional line item - Not Included in Quote Total

- **\$9,714.30** – Cost to replace existing 350MCM copper underground feeders from generator to transfer switches located inside building with new.

Thank you for the opportunity to quote this project. The mission of Peak Power Services is to provide you, our customer, the highest quality service in the wireless / telecom industry.

Steven Siegmann



POWER, COMMUNICATION & CONSTRUCTION

Generator Supervisor

Peak Power Services

1327 Poplar Drive

Waukesha, WI 53188

262-225-3690

SSiegmann@peakpowerservices.com

www.peakpowerservices.com

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 Fish Creek BP was received on November 25, 2024. This is a new application.

Analysis:

Staff has reviewed and done a background check for the new 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)
43. Alexandria M. Richard, Alpaca to Apparel (Renewal)
44. Andrew Richard, Alpaca to Apparel (Renewal)
45. Austin L. Richard, Alpaca to Apparel (Renewal)
46. Kelly J. Kornowski, Alpaca to Apparel (Renewal)
47. Grace Reynolds, Peninsula Players (new)
48. Shawn Jensen, Barringers (Renewal)
49. Gopal Pun, Fish Creek BP (New)

To: Town Board

From: Staff

Request:

Staff proposes the following observed holidays/days the office will be closed for 2025. The proposed schedule also includes scheduled calendar events for 2025 elections.

Background:

This allows staff to post office hours, including posting on the Town Website and social media, enabling constituents to plan accordingly.

Recommendation:

Wednesday, January 1st New Years Day

Friday, April 18th Good Friday

Monday, May 26th Memorial Day

Friday July 4th Independence Day

Monday, September 1st Labor Day

Thursday, November 27th Thanksgiving Day

Friday, November 28th day after Thanksgiving

Wednesday December 24th Christmas Eve

Thursday, December 25th Christmas Day

Friday, December 26th Office closed—Unpaid holiday

Wednesday, December 31st New Years Eve

2025 Scheduled calendar events:

Tuesday, February 18th Spring Primary

Tuesday, April 1st Spring General Election

Fiscal Impact:

There is no fiscal impact to the town.

To: Town Board

From: Staff

Request:

Approval of the updated employee handbook

Background:

Wisconsin State Statutes requires municipalities to have an employee handbook that is to be signed by employees.

From time to time as Boards make alterations to sections, the employee Handbook is updated in an amended version.

Analysis:

Recommendations from WTA and League of municipalities suggest declaration of management levels and a description of employee work classification i.e. Full-Time Part-Time etc.

Additionally, they recommend an ethics section declaring expectations of employees representing the municipality.

These items were added as well as: forced Holiday pay, exit session, and notice of resignation.

Word clean-up on sections 6.1.2 and inclusion of stepchildren in the funeral leave section.

The only change that staff is requesting that currently is not Board approved is the Holiday pay section, currently staff is not given New Years Eve off and is required for a ½ day on Good Friday this change would make the already closed office a holiday for employees.

Recommendation:

Staff have reviewed the changes and support the handbook.

Staff humbly requests acceptance of the holiday modifications.

Fiscal Impact:

There is no fiscal impact on any of the proposed additions or changes to the employee handbook.

TOWN OF GIBRALTAR

EMPLOYEE HANDBOOK

January 2020
Amended December 2022
Amended December 2024

DRAFT

Introduction

This Handbook is provided because the Town needs to maximize your ability to serve and satisfy our constituents and you need to meet certain basic expectations of performance and behavior. To that end, this Employee Handbook frames some of the Town's policies and procedures and descriptions of employee expectations, benefits, and other practices that we expect you will find helpful and informative.

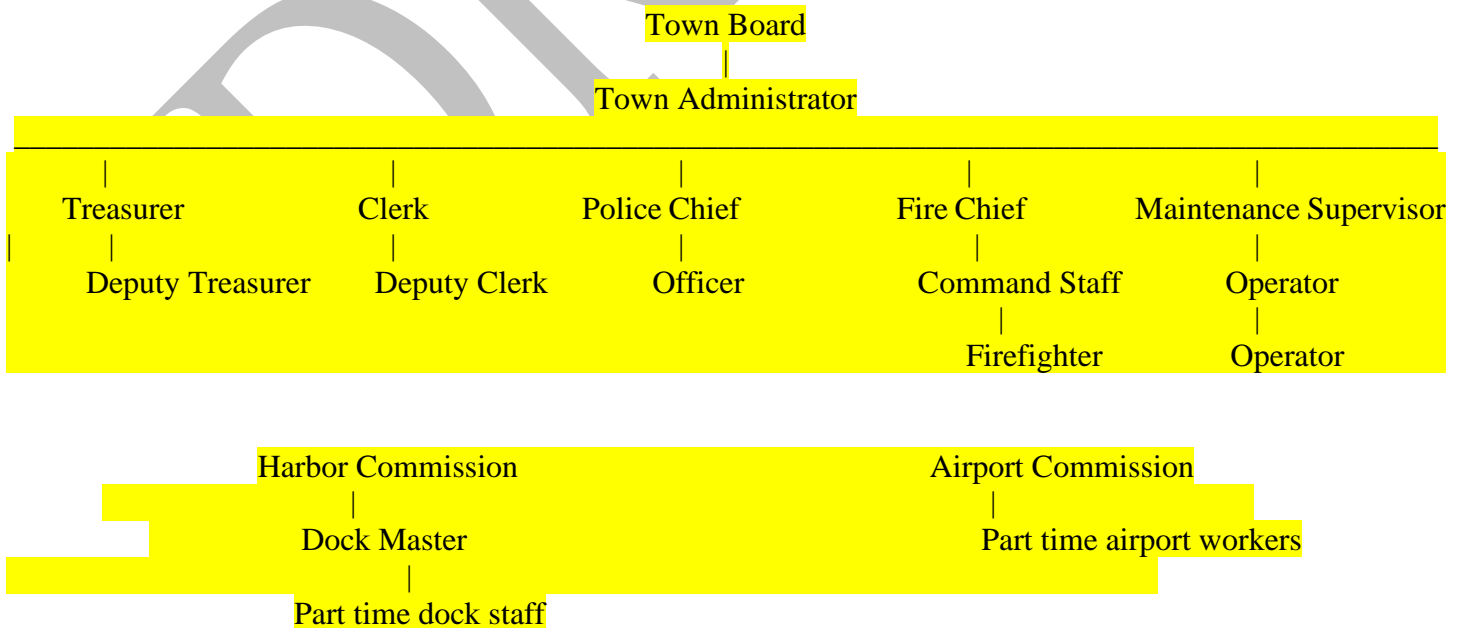
Of course, the Town cannot possibly anticipate and address every conceivable scenario or issue that might arise in the workplace, so please understand that the Town will also use and follow other practices and policies that may not appear in this Handbook. We have attempted to make as few formal rules as possible, and those included in this Employee Handbook are, in our view, most important to our ability to work together and to serve our constituents.

We ask all employees to read and be familiar with all the policies in this Handbook, and we expect you to ask questions if you have any. The Handbook may be updated from time to time as we continue to strive to better serve our constituents.

This Employee Handbook supersedes all prior Employee Handbooks (if any) and may be changed at any time. The Town also reserves the right to interpret, administer, modify, cancel and even ignore the policies in this Handbook in its sole discretion.

This Handbook is not an express or implied contract of employment, and it is not a contract for any specific term or duration. This Handbook is not binding on the Town of Gibraltar. Rather, this Handbook is a set of expectations and informational guidelines for your benefit and the benefit of the Town and its constituents.

Town of Gibraltar Employee Structure Composition



Employment Classifications

Full-Time

Full-time employees work a regular schedule of at least 40 hours per week on a year-round basis (2080 Hours). The employee receives all benefits and rights provided by this handbook.

Part-Time

Part-time employees are allowed to work up to but not more than 32 hours per week on a continued basis. Part-time employees are not eligible for Town benefits and cannot accrue comp time.

Seasonal Employee

Seasonal employees may work for a limited term up to 40 hours per week not to exceed 1200 hours during any Affordable Care Act (ACA) measurement period of April 1st through March 31st acting as a single year term or may recur each year. The Employee receives no Town benefits unless specifically enumerated in the contract.

Elected Employees

Elected employees are paid the agreed stipend set by the Town Electors and are not governed under the hours worked. Employees can receive allowances to attend Town-related functions and training and may receive allowances for items needed to perform their elected duties i.e. phone stipend. Elected employees are not eligible for Town benefits.

Sub-Contractors

All sub-contractors with the Town of Gibraltar will be by contract only. Town will pay based on contracted amounts and invoices received.

Probationary Period

All new employees hired by the Town of Gibraltar for full-time, seasonal, and part-time positions shall be on probation following their appointment. The probationary period is six months. During this time an employee is required to demonstrate, by actual performance, fitness for the duties to which he/she is appointed and general fitness and suitability as a public employee. Failure to demonstrate fitness and suitability will result in termination of employment without reason or recourse.

1. General Policies

1.1 Equal Opportunity

The Town of Gibraltar believes that a diverse workforce makes our organization strong and helps us to provide better services and care to our constituents. To that end, it is a fundamental policy of the Town not to discriminate in any term or condition of employment against any person based upon race, color, sex, national origin, ancestry, religion, creed, pregnancy, sexual orientation, sexual identity or status, age, disability, marital status, certain arrest or conviction records, veteran status, membership in the national guard, state defense force, or reserves, use or non-use of lawful products or any other characteristic protected by state or federal law.

This Equal Opportunity policy applies to all aspects of the employment relationship and to all decisions affecting employment. In addition, all employees are expected to fully comply with this policy and treat every other employee with dignity and respect and in a non-discriminatory manner.

1.2 Open Door Policy

Misunderstandings or conflicts can arise in any organization. If you have a question or a complaint of any kind, or are bothered by a job-related situation, then you should first speak with the parties involved and/or your supervisor. This is usually the best way to seek resolution of problems.

If, however, the issue is not resolved after speaking with the parties involved or your supervisor, or if you are unable to speak to the parties involved or your supervisor for any reason, then you are encouraged to bring your concern to the Town Administrator.

1.3 At-Will Employment

All employees of the Town are “employed at-will” except those employees who have an express written agreement with the Town that states otherwise, are covered by a collective bargaining agreement between the Town and a representative of employees that states otherwise, or as may otherwise be provided for law enforcement officers under the Wisconsin Statutes Section 60.56. “At-will” employment means that, either you or the Town may end the employment relationship at any time with or without any cause or reason, and with or without prior notice.

1.3.1 Notice of Resignation.

Any employee voluntarily leaving the service of the Town is encouraged to give two weeks’ notice in writing to their supervisor or Town Administrator. If this notice is not given, the employee’s eligibility for re-employment may be adversely affected.

1.3.2 Exit Session

Upon submitting their resignation or being separated in any other way the employment of the Town, a full-time employee, except in cases of dismissal, shall be required to schedule an exit session with the Town Administrator to discuss closure details, including benefits

information, workplace feedback, and other related information. The exit session must be scheduled before the employee's final paycheck will be issued.

1.4 General Progressive Discipline

Although employees of the Town of Gibraltar are “employed at will”, the Town may choose to apply progressive discipline in any matter. If the Town chooses to apply progressive discipline, an employee who violates Town policy may be first given a verbal warning. A second violation may result in a written warning and possible disciplinary suspension. A third violation may result in termination. In all cases, the Company reserves the right to deviate from progressive discipline, and the Company may elect to skip a step, or to apply any step or any other form of employee discipline as it deems appropriate.

1.5 Legal Compliance

This Handbook is designed to comply with all state, federal and other applicable laws. To the extent that any applicable law conflicts with any provision of this Handbook, then the applicable law will supersede the contrary provision of the Handbook and will be deemed to modify the conflicting portion of the Handbook to the extent necessary to bring the Handbook into compliance with applicable law.

1.6 Contact Information

We are required by law to maintain certain information regarding all of our employees. Therefore, you must provide us with your current home address, home telephone number, cellular telephone number, an emergency contact person and number, and other information as the Town may reasonably request. You must provide us with notice of any changes to this information within 14 days of any change.

Personnel records are confidential. Except for employees who need information regarding another employee as part of their job duties (e.g.s HR, payroll), employees may not access confidential information regarding other employees. If you believe that any of your personal information has been improperly accessed, please report this immediately.

1.7 Safety

Each employee of the Town is expected to have "Safety" as a top point of concern. To that end, you are expected to act in a safe manner and report all safety issues to your supervisor. Safety equipment is available, and it is your responsibility to request such items, and to properly use such items where appropriate.

2. Anti-Harassment

2.1 Statement of Expected Workplace Conduct

It is a fundamental expectation of the Town of Gibraltar that every employee of the Town is entitled to be treated with respect and civility. We further expect our working environment to be characterized as open, cordial, diverse, welcoming, friendly, inclusive, professional and an enjoyable place to work for all employees regardless of gender, race, sexual orientation, gender identity, gender expression, religion, age, genetic characteristics, veteran status, disability, national origin, color, marital status, pregnancy or any other personal characteristics protected by law (“Protected Characteristics”).

Individuals who engage in conduct which does not reflect the above goals will be in violation of this policy. All behaviors that violate the law will also violate this policy, but some behaviors may violate this policy even if those behaviors do not violate the law. Individuals who engage in behaviors that constitute harassment, discrimination, retaliation or bullying will be in violation of this policy. Any violation of this policy will subject the offending employee to workplace discipline.

2.2 Scope of Policy – Individuals Covered

This policy applies to all regular, part-time, temporary, casual and other categories of employees at every level of the organization. This policy also applies to job applicants as well as to all visitors, guests, individuals employed by suppliers, vendors, contractors or customers. Individuals who are not our employees are entitled to protection from violations of this policy and may bring forward complaints or concerns about our employees. Our employees are entitled to protection from violations of this policy by non-employees and may bring forward complaints or concerns about those individuals.

Example: Employee A is a receptionist. On a frequent basis, a delivery person from one of our vendors makes lewd comments to Employee A about her personal features, her marital status and her pregnancy. Employee A has not invited such comments from the delivery person and has asked him to stop. He continues to make inappropriate comments. Employee A should exercise her rights under the complaint process of this policy and bring the conduct to our attention. We will investigate and take steps to ensure that the conduct is ended, up to and including potentially terminating our relationship with that vendor.

2.3 Scope of Policy – Location and Timing of Conduct

This policy covers conduct which occurs on our premises or at any location where employees are engaged in work duties. This policy also covers conduct which occurs off premises if that conduct relates to or impacts the employee’s employment with the Town.

This policy covers conduct which occurs during work hours and conduct which occurs outside work hours if that conduct relates to or impacts the employee's employment with the Town.

Example: Employee A has repeatedly asked Employee B to go out with him. Employee B has informed Employee A that she has no interest in dating him. Employee A engages in repeated efforts to pursue Employee B and to embarrass and ridicule her for declining his advances. Employee A continuously calls Employee B at all hours of the night, he stalks her around town and posts salacious comments and gossips about her on Facebook and other social media. Employee B feels threatened and harassed by Employee A's actions and finds it difficult to concentrate while at work due to his persistent actions.

Even though much of Employee A's conduct occurs off premises and during non-work hours, his conduct is related to and impacts his working relationship and is, therefore, prohibited under this policy.

2.4 Mandatory Training

All employees are required to participate in training under this policy at their time of hire and on repeated times thereafter. All individuals who exercise any authority over other employees (including, but not limited to, forepersons, supervisors, managers, owners involved in the direction of the business, board members and those who are authorized to receive and investigate complaints under this policy) shall attend specialized training, in addition to participating in the mandatory employee training. Those who fail to attend mandatory training may have wage increases, promotions or other benefits delayed or denied, and corrective action, up to and including termination, may be issued.

2.5 Additional Descriptions of Unacceptable Behaviors

The following are more detailed explanations of some of the categories of inappropriate behaviors prohibited by this policy. This is not an exhaustive list of inappropriate conduct.

2.5.1 Discrimination

It is improper to utilize an individual's Protected Characteristics in making decisions on any term, condition or privilege of employment including, but not limited to, hiring, training, placement, evaluating promotions, transfers, compensation, benefits, educational assistance, social and recreational programs, employee facilities, corrective action, discipline, layoffs or terminations.

Example: Supervisor A knows that certain jobs, which happen to pay higher wages than other jobs, require significant physical exertion. Supervisor A does not permit any female workers, older workers or workers he suspects of having a medical condition to be assigned to those jobs without first attempting to determine whether they can actually perform the physical tasks. Because Supervisor A's fitness evaluation is applied only to specific

groups of employees, this type of practice is a violation of our policy.

2.5.2 Sexually-Based Threats or Promises by Person with Authority

It is unacceptable for any individual with direct or indirect authority over another employee to promise any benefit or job-related condition in exchange for sexual favors or a sexual relationship or to threaten the loss of any benefit or job-related condition for refusing sexual favors or a sexual relationship. The terms “sexual favors” or “sexual relationship includes any romantic relationship – even one without physical contact.

Example: Employee A, a female, is an upper manager who is interested in forming a relationship with Employee B, a male employee. Employee A privately talks with Employee B and suggests that she can help him obtain a promotion and higher pay if they were to form a romantic relationship. Employee B is concerned about his job security if he refuses to agree to the relationship or if he reports Employee A’s actions. Employee A’s conduct is prohibited by our policy.

2.5.3 Physical Touching of a Sexual or Suggestive Nature

It is inappropriate for any employee to touch another employee in a sexual, sexually suggestive, or any other unwelcome manner.

Example: Employee A approaches Employee B who is sitting on a chair. Employee A starts massaging Employee B’s neck and back. Employee B does not welcome the contact and believes it to be part of a prelude to a sexual advance. Employee B asks Employee A to stop, but Employee A tells Employee B to “just relax,” and continues to massage Employee B’s neck. Employee A’s conduct is inappropriate and is a violation of this policy.

2.5.4 Pornography

Pornography sent to or displayed in the presence of others can be very offensive and has no place in our workplace.

Example: Employee A shows several other employees a photo of a naked male’s genitals on Employee A’s cellphone, sparking crude conversations in the presence of other employees. The display of pornographic materials in the workplace is unacceptable and a violation of this policy.

2.5.5 Inappropriate Jokes, Gossiping or Other Humiliating or Demeaning Conduct

Joking about Protected Personal Characteristics in the presence of others who might reasonably be offended by such jokes, gossiping about other employees’ personal sexual histories or engaging in similar conduct of a humiliating, degrading or demeaning nature

is inconsistent with our goals and values and is a violation of this policy.

Example: Employee A is a frequent “off color” joke teller. He has a loud voice and frequently is heard joking in the presence of others who are offended by the nature of his jokes. Because the offended employees do not want to be seen as poor sports by the rest of the group, they are afraid to inform Employee A of their objections. Employee A’s behavior is unacceptable. Employee A knew or should have known that other employees who could reasonably be expected to be offended by the jokes were within hearing distance.

Example: Employee A is upset that Employee B is dating her ex-boyfriend. She begins circulating rumors about Employee B’s sexual history and making false statements about Employee B to Employee B’s supervisor. Employee A’s conduct is unacceptable.

2.5.6 Repeated Requests for Dates, Sexual Advances or Stalking (Including Cyber Stalking)

As noted below, with some exceptions, personal romantic relationships between employees are not prohibited. However, efforts to initiate such relationships should not be occurring during work time. In addition, once an employee declines an invitation for a date, the requesting party must respect that decision and not engage in additional efforts that are unwelcome.

Example: Employee A asks Employee B on a date. Employee B refuses. Employee A desires to impress Employee B with his perseverance, hoping to change her mind. He continues with emails, text messages and phone calls and leaves notes at her desk. He sends Employee B flowers and tells other employees how much he is interested in her. Employee B continues to decline his advances and is frustrated, distracted and embarrassed by his behaviors. Once Employee B clearly indicated her lack of interest, Employee A’s continual actions violated Town policy.

2.5.7 Excluding or Isolating

Excluding someone because of their gender, race, sexual orientation or other Protected Personal Characteristic or because they refused sexual advances is an example of harassment and a violation of this policy.

Example: Employee A invites a number of employees to have a drink across the street after work. She does not invite Employee B, who is pregnant, believing that Employee B would not accept because she is not drinking during her pregnancy. Employee A’s exclusion of Employee B from the recreational activities of other employees because of pregnancy is not consistent with the requirements of our policy.

2.5.8 Texting, Twitter, Email and Social Media

Sending or posting inappropriate information about other employees on social media, such as Facebook, Twitter, e-mail, websites or other electronic means, which would be improper if communicated in the workplace is equally improper even if the information is posted after hours.

Example: Employee A publicly posts a series of belittling rants on Twitter and Facebook about a female coworker, claiming that the coworker and other female coworkers have no place on a production floor and should find other places to work. Employee A's female coworkers reasonably feel belittled and offended. Employee A's public posts are a violation of this policy.

2.5.9 Bullying

Employees who use improper tactics to intimidate, threaten, humiliate or victimize other employees are also in violation of this policy.

Example: Employee A routinely uses insults, profanities and rude and humiliating language and gestures toward another coworker after noticing that the coworker appears intimidated by his actions. Employee A also continuously pulls "pranks" on the coworker, unplugging the coworker's computer, stealing his lunch, routinely making the coworker the "butt" of his jokes and taking other actions to ridicule the coworker. Employee A's actions constitute bullying and are not acceptable under this policy.

2.5.10 Offensive Work Environment

Creating an overall offensive working environment by engaging in other unwelcome or inappropriate behaviors which are sexually based, gender based or based on other Protected Characteristics is unacceptable conduct under this policy.

Example: A group of employees routinely makes sharp remarks, jokes and comments about female workers, minority workers and disabled workers. Their actions offend other employees and make it difficult for those employees to perform their work because of the "toxic" working environment created by the offending group. The offending group has created an offensive and hostile working environment which is a violation of this policy.

2.5.11 Retaliation

Retaliation, as noted later in this policy, in any form, taken against someone who reports a violation, assists in the investigation or requests the protections of this policy, is also

strictly prohibited.

2.6 Additional Aspects of Policy

The following are some additional explanations of this policy:

- a. Even a single occurrence of inappropriate behavior can be considered a violation of this policy, depending on the circumstance.
- b. It is important that, whenever possible, employees who feel offended by a statement or action notify the other person that their conduct is not welcome and that they are offended. At the same time, simply because other employees do not indicate that they are offended does not mean that the conduct is welcome or not offensive.
- c. Individuals may be justifiably offended even if the conduct is not directed toward them.
- d. It is improper to direct inappropriate behavior toward others because of their association with individuals of a particular Protected Characteristic, even if they do not share that characteristic.

2.7 Workplace Romances

To minimize the risk of conflicts of interest, avoid appearances of favoritism and to promote overall fairness, any employee who has direct or indirect supervisory authority over another employee must disclose any romantic relationship with that employee to the Town Administrator. “Indirect supervisory authority” includes situations where the individual is not a direct supervisor but may have the ability to influence the other employee’s terms or conditions of employment, such as wage increases, performance reviews, job assignments, schedules and similar aspects of their job.

Employees involved in a relationship covered by this policy may be asked to sign a document acknowledging that their relationship is entirely consensual and free from coercion and harassment. At the Town’s discretion, one of the employees involved in the relationship may be subject to transfer, modification of duties or, as a last resort, termination of employment in an effort to avoid conflicts of interest.

Employees who do not have direct or indirect supervisory authority over another employee are not required to disclose such a relationship unless a conflict or potential conflict of interest arises. However, all relationships must be consensual, and employees in relationships should conduct themselves in a manner that does not interfere with the working environment.

2.8 Complaints

2.8.1 Who May Complain

Anyone who witnesses, experiences, suspects or learns about an actual or potential

violation of our anti-harassment policy is invited and encouraged to notify us by initiating a complaint. Victims of improper conduct are sometimes reluctant and fearful to complain. Consequently, we encourage bystanders and others who are aware of violations to file their own complaints, where appropriate. Persons who may file a complaint include, but are not limited to:

- a. Anyone who experiences inappropriate conduct, as defined in our policy;
- b. Anyone who witnesses a violation of our policy; or
- c. Anyone who is informed about or who has knowledge of an actual or potential violation.

You may report any behavior that you believe may be prohibited (or, if left unchecked, may become a violation) even if you are not sure that the conduct violates the policy.

We expect and will assume that all reports of violations of our policy are made in good faith. However, if an individual knowingly and deliberately makes false statements or a false report of a violation, it constitutes a violation of our policy. No one will receive discipline, corrective action or any form of retaliation for reporting a violation in good faith, even if the investigation of the allegation is unable to confirm a violation.

2.8.2 How to Complain

We encourage those who are reporting violations of our policy to use our Complaint Form, which is located in the Town administrative office. The form helps ensure that we have the key information needed to initiate an investigation.

Use of the Complaint Form is encouraged, but it is not mandatory. You may also report violations via email or verbally to the following individuals:

- a. Your supervisor;
- b. The Town Administrator;
- c. Any Supervisor on the Town Board.

2.8.3 Procedures Following Complaint

Once we receive a report of a possible violation, we will appoint an investigator and will begin an investigation. We will typically meet with the reporting party first and, among other things, determine if any temporary steps are necessary during the pendency of the investigation to ensure that no safety risks exist. We may temporarily place an accused employee on a leave of absence or transfer the accused and/or the complaining party to another position or assignment during the investigation.

We expect the person reporting the violation and anyone with information concerning the alleged violation to cooperate with our investigation and to refrain from any interference with the investigation. We expect all information provided by anyone during the investigation to be truthful and complete. No one shall be presumed to have violated our policies without an investigation and opportunity for the individual to respond to the complaint.

2.8.4 Confidentiality

We will investigate every complaint that we receive. Once we receive information about a possible violation of the harassment policy, we will not ignore that information, even if you ask us not to investigate or pursue the matter. To the extent that we can do so in a manner consistent with a thorough and impartial investigation and our legal obligations, we will try to protect the identities of the individual reporting the violation, the victims of the violation, the witnesses and the alleged violator from unnecessary disclosure. We also encourage those who are participating in the investigation process to keep the information regarding the process confidential, if possible, during the investigation to avoid any interference with our investigation.

2.8.5 End of Investigation and Possible Sanctions for Violations

At the end of the investigation, we will inform the complaining party of the results of the investigation in general terms. Of course, we cannot disclose the details of any disciplinary action taken against another employee.

If, at the end of the investigation, we conclude that a violation has occurred, we will take prompt and proportionate action which is reasonably designed to ensure that the inappropriate conduct ends and does not re-occur. The sanctions may include, but are not limited to, the following (more than one may apply): a personal apology, verbal or written warning, suspension, job demotion, job transfer, job modifications, modification of wage rate or salary rate, denial or delay of wage increase or bonus, probation or termination.

2.8.6 Protection from Retaliation

Any person reporting a violation of our policies, any person seeking protection under our policies and any person participating in or cooperating with an investigation under this policy is entitled to protection from any retaliatory conduct. This protection applies to anyone who initiates a complaint in good faith – even if the complaint is ultimately not confirmed. No individual shall take any form of retaliation, directly or indirectly, against an individual who files a complaint. Individuals who feel they have been retaliated against should immediately report the violation using the above procedures.

Example: Employee A has filed a complaint alleging that she was sexually harassed by Employee B. An investigation found that Employee B violated the policy, and he received a disciplinary suspension. Following his return to work, Employee B refuses to talk to or communicate with Employee A

in any manner. He deliberately ignores her questions during team meetings and refuses to respond to business emails. Employee B claims, “I can’t say anything to her without getting in trouble, so I just won’t say anything.” Employee B’s conduct is retaliatory and a violation of our policy.

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3. Drug-Free Workplace Policy

3.1 Purpose and Goal

The Town of Gibraltar is committed to protecting the safety, health and well-being of all employees as well as any other individuals who may have contact with our employees. We recognize that alcohol and/or illegal drug use and abuse pose a significant threat to safety. Therefore, we have established this drug-free workplace policy that balances our respect for individuals with the need to maintain a safe environment for all.

3.2 Coverage

Any and all individuals who conduct or assist in conducting any sort of activities, work or business for the Town are covered by this drug-free workplace policy. Managers, full time employees, part time employees, temporary employees, volunteers, job applicants and others are covered by this policy.

3.3 Alcohol

Employees must not possess, consume, or be under the influence of alcohol while on Township property (including parking lots) or while on duty or performing any activities for the Town. The only exceptions to this policy are Town-authorized events or activities where alcohol is served or offered. At such events or activities, employees must behave responsibly and, if driving, must limit their consumption to within the limits set by law.

3.4 Illegal Drugs

Employees are prohibited from any use of illegal drugs at any time, on or off duty. Employees are further prohibited from the possession, sale, purchase, or transfer of illegal drugs and are prohibited from being under the influence of any illegal drug or controlled substance while on Township property, including any parking lot, or while on duty or performing any activities for the Town.

3.5 Prescription Medications

The use of medications lawfully prescribed by an employee's medical provider, including over-the-counter medications, taken as prescribed by an employee's medical provider, according to the instructions of the medication/prescription, and for the purpose intended by the manufacturer, is not a violation of this policy. Any employee who has been prescribed medication must request their provider to determine any effect the prescribed medication may have on the employee's ability to safely and effectively perform their job duties. If the provider advises that the medication could negatively impact safe and effective job performance, then the employee must confidentially report this information to the Town Administrator. The Administrator will then work with the employee and the employee's provider to determine what reasonable accommodation is available

to assist the employee during the period of the prescribed medication.

3.6 Citations, Civil Forfeitures, Pleas, and Convictions

Any employee who is convicted of a drug-related crime or pleads “guilty” or “no contest” to such a crime or receives a civil forfeiture or citation for a drug-related offense that the employee does not contest must notify the Town in writing within five calendar days. The Town will take appropriate action within 30 days of notification.

3.7 Searches

The Town reserves the right to search any employee’s person, clothing, locker, desk, vehicle, work station, equipment or any other property to the extent that such employee and/or that property is physically present on or in any Town property, including land, parking lots, buildings, Town-owned vehicles, etc.

3.8 Testing

The Town of Gibraltar has at its disposal several forms of drug and alcohol testing to ensure that a safe workplace is being maintained and employees are not under the influence of drugs or alcohol while working. The testing procedures are conducted by trained professionals, utilizing the highest standards of care and confidentiality in the industry.

3.8.1 Pre-employment Testing

All job applicants are required to pass a drug screen before being employed.

3.8.2 Reasonable Suspicion Testing

Any employee may be required to submit to a drug and/or alcohol test if the Town suspects that the employee has violated this policy. Reasonable suspicion may include, but is not limited to, personal observations of behaviors indicating possible use or impairment, information from a reliable source that the employee is in violation of the policy, etc.

3.8.3 Post-Accident/Incident Testing

When there is a reasonable possibility that alcohol or drug use has contributed to a workplace injury or accident (resulting in injury or property damage) or any unsafe practice incident (regardless of whether injury or property damage occurred), employees may be required to submit to a drug and/or alcohol test. This includes the employee who may have suffered the injury, any employee who may have been a cause of the injury, or any employee who may have been involved in the unsafe practice incident.

3.8.4 Random Testing

The Town may initiate unannounced random drug and/or alcohol testing at any time.

3.8.5 Transportation

For any case in which the suspicion of drug or alcohol use exists, the employee will be escorted to the test site. If the preliminary tests reflect a negative result, the employee will be immediately returned to duty. If the preliminary tests are unknown, or if there is a positive test result, arrangements will be made for the employee to be transported home.

3.8.6 Refusal or Interference with Test

Refusing to be tested, interfering with any test or collection process, or falsifying or failing to complete and sign any required forms or records associated with the testing process is a violation of this policy. Improper interference includes, but is not limited to, refusing to sign an authorization for a test; failing to comply with any testing requirements; tampering with, diluting, or altering any sample submitted for testing; refusing to be escorted to a testing facility; or otherwise interfering with or failing to fully cooperate with this policy or any testing procedure.

3.9 Consequences

One of the goals of the Town's drug-free workplace policy is to encourage employees to voluntarily seek help with alcohol and/or drug problems. If, however, an individual violates the policy, the consequences are serious.

In the case of applicants, if he or she violates the drug-free workplace policy, the offer of employment can be withdrawn.

If an employee violates the policy, one of our goals is to provide for progressive disciplinary action when the supervisor determines that it is practical and safe to do so, up to and including the employee being required to enter rehabilitation in order to retain employment. An employee required to enter rehabilitation who fails to successfully complete it and/or repeatedly violates the policy will be terminated from employment. Nothing in this policy prohibits the employee from being disciplined or immediately discharged.

3.10 Return-to-Work Agreements

Following a violation of the drug-free workplace policy, the Town may – in its sole discretion – choose to offer an employee an opportunity to participate in rehabilitation. In such cases, the employee must sign and abide by the terms set forth in a Return-to-Work Agreement as a condition of continued employment.

3.11 Assistance

The Town of Gibraltar recognizes that alcohol and drug abuse and addiction are treatable illnesses. We also realize that early intervention and support improve the success of rehabilitation. To support our employees, our drug-free workplace policy:

- a. Encourages employees to seek help if they are concerned that they or their family members may have a drug and/or alcohol problem;
- b. Encourages employees to utilize the services of qualified professionals in the community to assess the seriousness of suspected drug or alcohol problems and identify appropriate sources of help;
- c. Allows the use of accrued paid leave while seeking treatment for alcohol and other drug problems;
- d. Treatment for alcoholism and/or other drug use disorders may be covered by the employee benefit plan. However, the ultimate financial responsibility for recommended treatment belongs to the employee.

3.12 Confidentiality

All information received by the Town through the drug-free workplace program is confidential communication. Access to this information is limited to those who have a legitimate need to know in compliance with relevant laws and management policies.

3.13 Shared Responsibility

A safe and productive drug-free workplace is achieved through cooperation and shared responsibility. Both employees and management have important roles to play. All employees are prohibited from reporting to work or performing their duties if their ability to do so is impaired by the use of alcohol or other drugs, whether on or off duty. Additionally, employees must:

- a. Be concerned about working in a safe environment;
- b. Support fellow workers in seeking help;
- c. Report dangerous behavior to their supervisor;

It is the supervisor's responsibility to:

- a. Inform employees of the drug-free workplace policy;
- b. Observe employee performance;
- c. Investigate reports of dangerous practices;
- d. Document negative changes and problems in performance;
- e. Counsel employees as to expected performance improvement.

3.14 Communication

Communicating our drug-free workplace policy to both supervisors and employees is critical to our success. To ensure all employees are aware of their role in supporting our drug-free workplace program:

- a. All employees will receive a written copy of the policy;
- b. The policy will be reviewed in orientation sessions with new employees;
- c. The policy and assistance programs will be reviewed at safety meetings;
- d. Brochures will be available to all covered workers;
- e. Employee education about the dangers of alcohol and drug use and the availability of help will be provided to all employees.

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4. Educational Reimbursement Program

The Town of Gibraltar encourages all employees to take advantage of opportunities that will assist them in the development of their job-related skills. To facilitate such skill development, the Town provides an educational reimbursement program to eligible employees enrolled in job-related or career development coursework. The Town reserves the right to modify or terminate the Education Reimbursement Program at any time and for any reason.

4.1 Eligibility

The Educational Reimbursement Program provides eligible employees with reimbursement of tuition and textbooks for approved course work. All full-time employees are eligible to participate in the Education Reimbursement Program, except that the following employees are not eligible to participate: (1) employees covered by a collective bargaining agreement; and (2) “highly compensated employees,” as that term is defined in Section 414(q)(1) of the Internal Revenue Code. Employees may begin participating as soon as they are eligible, provided no disciplinary action has been taken against them within the preceding 12 months of the request.

4.2 Courses Reimbursed

All courses require prior written approval from the Town with a signed purchase order. Generally, eligible courses will be limited to courses with an accredited college, university or technical/trade school. However, upon prior written request, the Town will also consider courses from non-accredited institutions. The Town reserves complete discretion to approve or disapprove any college, university, school or other venue. All courses taken under this program must be directly related to the employee’s current job or career development. The Town reserves the right to determine, in its sole discretion, whether a course is related to the employee’s current job or career development and will not exceed budget limitations. Education involving sports, games, or hobbies is not eligible for reimbursement unless such education is required as part of a degree program.

4.3 Reimbursement Maximum

Eligible employees may be reimbursed for a maximum of \$5,250 per calendar year for tuition and textbooks under the Educational Reimbursement Program. Any amount above the maximum must be pre-approved by the Town in writing and must be either (1) taken to maintain or improve job skills or (2) required by the Town or by law. Under no circumstances may an employee be reimbursed for more than \$5,250 in a calendar year for expenses incurred in connection with education that is needed to meet the minimum educational requirements of an employee’s current job or to qualify the employee for a new trade or business.

If an eligible employee is also reimbursed through the GI bill, scholarship, grant or other source, the Town will pay the appropriate amount less the amount reimbursed by other sources.

4.4 Application for Reimbursement

Employees must have all coursework preapproved using the *Employee Education Reimbursement*

Request Form provided by the Town. Requests should be submitted a minimum of 4 weeks prior to the start of the course for consideration. The Town reviews the form for final approval or disapproval.

4.5 Grade Requirement

The approved courses must be successfully completed with a “C” or better in a course where a grade is provided or official documentation from the institution that the course was “Passed” or “Satisfactory” for coursework where a final grade is unavailable. An “Incomplete” is not reimbursable until a final grade is issued.

4.6 Reimbursement Process

Within 60 days of completing the course(s), employees are required to send all of the following to the Town:

1. Institutional documentation (a grade report or unofficial transcript) of successful completion stating a “C” grade or better, “Pass” or “Satisfactory”;
2. Proof of the tuition payment (copy of receipt/paid bill); and
3. The *Employee Educational Reimbursement Request Form* with the Town approval signature for final processing.

Reimbursement payments will be based upon receipt of all the required documentation. Employees will receive reimbursement within 4 weeks from the date the Town receives all required documentation.

4.7 Other Programs/Classes

In addition to the above, this policy covers job-related trainings, classes, programs, conferences, and seminars offered by professional organizations or other third-parties which are approved in advance by the Town, in its sole discretion, and furthers an employee’s professional development. Employees must obtain advanced approval from their manager/supervisor to receive the benefits described in this paragraph. The Town may pay the fees for approved programs directly.

Employees will be reimbursed for reasonable meal and lodging expenses incurred in connection with the approved program consistent with the Town’s existing guidelines on the reimbursement of expenses. The Town may require an employee to use the Town vehicle for travel from and to an approved program. If no Town vehicle is available for use, the Town will reimburse the employee for mileage at the applicable IRS rate. Travel time to and from trainings or events will be included in an employee’s 40-hour work schedule. Employees shall provide documentation of expenses and other documentation requested by the Town, including, but not limited to, verification of attendance at, or completion of, an approved program.

Notwithstanding the language to the contrary in the “Eligibility” section above, highly

compensated employees are eligible for the benefits described in this paragraph. All other requirements listed in the “Eligibility” section above apply.

4.8 Repayment Requirements

Amounts reimbursed or paid by the Town under this Educational Reimbursement Program are subject to the following repayment conditions.

Employee Voluntarily Terminates Employment	Employee Repayment Requirement
Within 12 months of any payment made by the Town under this policy	100% of the amount reimbursed/paid by the Town
After 12 months but within 18 months of any payment made by the Town under this policy	75% of the amount reimbursed/paid by the Town
After 18 months but within 24 months of any payment made by the Town under this policy	50% of the amount reimbursed/paid by the Town
After 24 months of any payment made by the Town under this policy	0% of the amount reimbursed/paid by the Town

DRAFT

5. Electronic Usage Policy

To the extent that you may have occasion to use any electronic device or electronic resource in the course of performing your job duties for the Town, you have an ongoing responsibility to use those electronic devices and resources in a manner that is consistent with this Electronic Usage Policy, and with all applicable professional, legal and ethical standards and requirements.

5.1 Covered Devices and Resources

This policy applies to all “Electronic Devices” available to you or used by you in carrying out your job-related duties. Electronic Devices include, but are not limited to, cell phones; smart phones; digital, video and audio recording devices; cameras; computers; tablets; laptops; pagers; software; servers; flash drives, memory sticks and other information storage devices; and any other electronic equipment whether provided by the Town (“Town-Owned Electronic Devices”) or owned personally by you or a third party (“Personally-Owned Electronic Devices”).

This policy also applies to all electronic “Resources” available to, or used by, you in carrying out your job-related duties. Such Resources include, but are not limited to, e-mail; voicemail; voice messaging; computer networks; software applications; internet access; social media (such as Facebook, Twitter, Instagram, blogs, YouTube, podcasts, Wikis, etc.), and any other resource owned, controlled or used by the Town or its employees or designees in the course of their job duties.

5.2 Limits on Use

Town-Owned Electronic Devices are to be used for business purposes only, and – except as otherwise provided in this policy – use of any Town-Owned Electronic Device to conduct any non-Town business is strictly prohibited. Occasional, limited personal use of Town-Owned Electronic Devices, is permitted if such use (i) does not interfere, in any way, with the your job performance, (ii) does not create any additional cost to the Town, (iii) does not interfere with the Town’s computer systems or operations in any way, and (iv) does not otherwise violate any provision of Town policy. Personal use of Town-Owned Electronic Devices is a privilege that may be revoked at any time.

You may not use Personally Owned Electronic Devices to conduct Town Business, unless agreed upon by the Town Board.

5.3 No Right to Privacy

If you possess or use a Town-Owned Electronic Device, you have no right to privacy of any information stored or found on such a device. To the contrary, the Town will have the unfettered right to immediately and without prior notice take possession of any Town-Owned Electronic Device and to review, copy, share and otherwise take control and possession of any and all information stored or found on any Town-Owned Electronic Device.

If you obtain the permission of the Town Board to use a Personally Owned Electronic Device for

Town business purposes, then please understand that you have **no right to privacy** in any information stored or found on such a device. To the contrary, the Town will have the unfettered right to immediately and without prior notice take possession of any Personally-Owned Electronic Device that is being used for Town business purposes and to review any information stored or found on such device and to review, copy, share and otherwise take control and possession of any information found on that device regarding the Town, Town business, Town-related information, and all other information regarding the activities or business in which the Town is engaged.

5.4 Offensive Materials

You may not use any Town-Owned Electronic Device at any time to download, access, receive or send any offensive or potentially offensive content. Such content includes, but is not limited to, any and all sexually explicit materials, all offensive or inappropriate materials, and any fraudulent, threatening, obscene, intimidating, defamatory, harassing, discriminatory, or otherwise unlawful messages or images. Similarly, you may not use any Personally Owned Electronic Device to access such offensive or potentially offensive content during working hours. Similarly, you may not use any Town-Owned Electronic Device in violation of the laws or regulations of the U.S. or the laws and regulations of any state, city, province or other local jurisdiction in any way. The Town will cooperate with any legitimate law enforcement activity, investigation, or request.

5.5 ID's and Passwords

User ID's and passwords, where employed, help maintain individual accountability and provide security and protection of electronic information. Your IDs and passwords must be kept confidential and must be shared only with proper Town designees.

5.6 Return of Property

Upon any demand made by the Town and upon the end of your employment with the Town for any reason, you will immediately return to the Town all of its property in your possession or control. You acknowledge that such property includes, but is not limited to, all Town-Owned Electronic Devices, all Town-generated information, and all information regarding the Town, its business and constituents. You will retain no copies of any Town information and will return to the Town all originals and all copies in your possession or control.

5.7 Discipline for Violations

Abuse or misuse of any Town-Owned Electronic Device or Resource may result in disciplinary action, up to and including termination, and – in some cases – civil and/or criminal liability.

6. Compensation

6.1 Time Off and Leave Policy

Regular and timely attendance is an essential requirement for all employees of the Town of Gibraltar. Excessive tardiness or absenteeism will result in disciplinary actions, including the possibility of termination. However, the Town recognizes the importance of rest and relaxation and understands that employees may occasionally need to take time off for personal or family reasons. The following outlines the policies governing time-off and leave. This policy ensures employees receive adequate time off for rest, family needs, and personal obligations while maintaining a consistent and fair approach to attendance and work scheduling.

6.1.1 Employee PTO (Paid Time Off)

Full-time employees of the Town of Gibraltar are provided Paid Time Off (PTO) benefits to use for vacations, sick leave, or family-related absences. All PTO requests must be approved by the employee's department head. PTO hours accumulate as follows:

- a. One (1) day is equivalent to eight (8) hours.
- b. PTO is combined and distributed evenly over a twelve-month period. For example, if an employee has 130 hours of PTO annually, they will accrue 5 hours of PTO per pay period (26 pay periods).
- c. Employees may bank PTO hours until they reach the maximum allowed for their length of service. Once the maximum accrual is reached, employees will not accrue additional PTO until some is used.
- d. The Town of Gibraltar does not pay out unused PTO at the end of the year.
- e. Employees who terminate their employment are not eligible for PTO payout.
- f. Employees who are terminated may receive PTO payout based on Board-approved severance terms.
- g. Employees who retire may use accrued PTO until their last day of employment is determined.

6.1.2 PTO Accrual and Years of Service

Full-time employees of the Town of Gibraltar accumulate PTO based on their years of service. The PTO increases are awarded on January 1 of the employee's eligibility year, and the accrual schedule is as follows:

- 0-5 years: Maximum accrual of 225 hours
- 5-10 years: Maximum accrual of 270 hours

- 10-15 years: Maximum accrual of 294 hours
- 15+ years: Maximum accrual of 320 hours

6.1.3 Holiday Pay

If an employee is required to work on a holiday, they will receive holiday pay and will be given an additional day off in lieu of the holiday worked. Approved Paid Holidays include:

- New Year's Day
- Good Friday
- Memorial Day
- Independence Day
- Labor Day
- Thanksgiving and the day after
- Christmas Eve
- Christmas Day
- New Year's Eve

6.1.4 Forced Holiday Pay

In cases where an employee is required to work on a holiday for safety or security reasons, they will be paid at a rate of 1.5 times their regular hourly wage. No employee may schedule holiday work without the approval of the Town Administrator.

6.1.5 Personal Day

Employees are entitled to One (1) personal day per year, which is included in their PTO allocation.

6.1.6 Unpaid Family and Medical Leave

The Town provides unpaid family and/or medical leave to eligible employees. The Town of Gibraltar follows guidelines set in the FMLA Act. Terms and conditions of FMLA leave and the details regarding the FMLA Act, can be found on the U.S. Department of Labor website.

6.1.7 Paid Funeral Leave

Employees requiring time off for a funeral will be granted paid leave as set forth below. If additional time is needed, employees may use accrued PTO, subject to approval from their immediate supervisor or the Town Administrator.

- 24 hours for children, stepchildren, spouses, siblings, parents and/or step-parents;
- 24 hours for spouse's siblings, parents and/or step-parents;
- 8 hours for grandparents, spouse's grandparents and/or grandchildren.

6.1.8 Absence as an Accommodation

The Town acknowledges that an employee may suffer from a disability that negatively impacts that employee's ability to be at work as scheduled. To that end, pursuant to the provisions of the Americans with Disabilities Act and the Wisconsin Fair Employment Act, the Town will provide unpaid leave to employees whose disabilities make it impossible to otherwise meet the Town's attendance expectations if, and only if, such leave is "reasonable" and does not otherwise put an undue hardship on the Town.

6.1.9 Other Leaves of Absence

The Town reserves the right to grant unpaid leave to any employee for any reason as the Town may in its direction determine is reasonable and necessary under the circumstance. All granted leaves will be at the direction of the administrator.

The Town of Gibraltar will allow up to 8 hours of PTO to be donated by any one or a combination of several employees to any individual employee who has exhausted their PTO and is in a position of dire straits. Any donated PTO will be at the discretion of the Town administrator in conjunction with the Town Board.

6.2 Health insurance/Payment in Lieu of Insurance

Full time employees and employees who work more than 1200 hours within a 12-month period are eligible for health insurance. Employees who wish to opt out of the health care provided by the Town will receive \$400 per month included in the pay cycle. All employees who wish to opt out must prove to the Town Clerk they are covered and are receiving similar health insurance from a different source. Amounts will be reviewed annually by the Town Board.

7. Ethics

7.1 Conduct

The following rules shall supplement and, if in conflict with, be subordinate to general law of the State of Wisconsin.

- a. Town employees are expected to discharge their duties conscientiously and to conduct themselves in a manner, both on and off the job, which will reflect favorably upon the Town Government.
- b. Each employee shall refrain from any use of his or her official position which is motivated by the desire for private gain for him/herself or other people.
- c. Each employee shall exercise care in their personal financial activities to avoid any appearance of acting on the basis of information obtained in the course of performing

their Town activities.

- d. An employee shall not use his/her Town position in any way to coerce, or give the appearance of coercing, another person to provide any financial benefit to the employee or to other people.
- e. An employee shall avoid any action that might result in giving preferential treatment to any organization or person; losing his/her independence of impartiality of action; or affecting adversely the confidence of the public in the integrity of the Town government.
- f. Any employee who witnesses another employee engaging in an unlawful act on the job shall report the act to the Town Administrator without threat of reprisal.
- g. Each employee shall treat confidential matters seriously, always using discretion, and being sensitive to and respectful to the needs of all parties involved.

7.2 Gifts and gratuities

An employee shall not accept gifts, gratuities, or loans from organizations, businesses concerns, or individuals with whom he/she has an official relationship on business of the Town Government. These limitations are not intended to prohibit the acceptance of articles of negligible value (\$25.00 or less) that are distributed generally, nor to prohibit employees from obtaining loans from regular lending institutions.

7.3 Personal property

Employees are expected to use all materials, vehicles, property owned or produced by the Town in daily job performance. No employee can provide, rent, or sell personal equipment, products or services that may be considered a benefit to the employee or an employee's private business.

**Town of Gibraltar
Employee Handbook Acknowledgment**

I hereby acknowledge that I have received a written copy of the Town of Gibraltar Employee Handbook. I also acknowledge that I have reviewed the Handbook, that I have had the opportunity to ask questions about any portion of the Handbook that I may not understand, and that, by signing below, I am signifying that I understand all of the policies in the Handbook.

I understand that it is my responsibility to ensure that I review all updates as they are implemented.

I also understand that I must comply with the policies contained in the Handbook. I understand that this Handbook is not a complete list of rules and expectations, and that I will be expected to adhere to other procedures, practices, rules and expectations as the Town may direct.

I also understand that the Town may, in its sole discretion, alter, modify, change, waive, eliminate or ignore any provision of the Handbook at any time, with or without notice to me, and that the Town reserves sole and exclusive discretion to interpret and administer the policies in the Handbook.

I understand that this Handbook does not create a contract of employment between me and the Company. Further, I have also read and understand the Town’s “At-Will Employment” policy set out in this Handbook, and I acknowledge that, unless my employment fits within one of the exceptions enumerated in that policy, I am employed by the Town “at will” meaning that my employment can be terminated by the Town at any time and for any or no reason.

Employee Signature

Printed Name

Date

To: Town Board

From: Town Staff

Recommendation:

Staff recommendation that the Town Board approve changes to the current fee and forfeiture schedule.

Background:

The town staff, including law enforcement and the fire department, conducted a review of the current fee and forfeiture schedule and found that it does not accurately reflect the Town's existing policies. No changes have been made to the actual fees themselves; rather, the proposed updated fee schedule is intended to ensure the fees are accurately aligned with current policies and practices. Neither law enforcement nor the fire department is requesting an increase to the fines and forfeitures at this time.

Action Requested:

Staff requests that the Town Board review and approve the changes to the fee and forfeiture schedule as proposed in the attached document to ensure that the fee schedule remains aligned with current policy.

Fiscal impact:

No fiscal impact.

Town of Gibraltar

~~2024~~2025 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
Ord 2024-06-Outdoor Display of Merchandise	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 <u>subject to Inspection Specialists’ Fee Schedule</u> (paid directly to building inspector)	
Administrative <u>Compliance</u> 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:

Accept recently awarded Community Investment Fund (CIF) grant in the amount of \$75,000 from Destination Door County for the Fish Creek Park trail connection project.

Background:

The CIF was created in partnership with the Door County Community Foundation. A portion of room tax dollars funds grants for projects that improve the quality of life for those who live and work in Door County.

In September the Town applied for a \$75,000 CIF grant for funding to connect the Fish Creek Park Butterfly Trail System to the existing trail created by the Town during the sewer interceptor install on the upper bluff property. The trail will create a connection to the lower bluff from the upper bluff and eventually expand to the schools and multi-community connectivity trail system.

The grant funds will be used for grading the bluff edge to straighten out the trail and level out the hillside, placing drainage to preserve the natural environment and not create natural water blockage and cover the surface of the trail with aggregate to create a stable and safe base for pedestrians and multi-modal use.

Analysis:

Acceptance of the CIF grant funds represents a critical step forward in enhancing the connectivity trail infrastructure. The proposed trail will establish a direct link between the upper and lower bluffs, expanding connectivity for both pedestrians and multi-modal users. The grant funding will help develop a safe, sustainable, and environmentally respectful trail that serves the needs of residents and visitors alike. The acceptance of the CIF grant will offset a significant portion of the projected \$150,000 to \$175,000 total project cost.

Recommendation:

Staff recommends accepting CIF grant.

Fiscal Impact:

Acceptance of the CIF grant will offset a significant portion of the projected total project cost, reducing the financial burden on the Town.

To: Town Board

From: Staff

Request:

Allow Staff to create an RFP to be compliant with State Law. The RFP will seek bids to complete approximately 1/4 mile of trail between Current Fish Creek Park and the trail installed during the sewer installation.

Background:

The Parks Committee has been preparing for a trail extension between the current Fish Creek Park and the Redmann property. The Town with Fish Creek Sanitary District has installed over 1/4 mile of trail over their sewer lines before it goes up the bluff with the T.I.D.

With the approval of the Town Board and the Parks Committee, the Town wrote a grant to assist in the connection of the two trails and received the grant.

This connection was part of the purchase agreement with the Redmann family to connect the parks trail system.

Analysis:

The trail connection will provide a connectivity access to the upper parkland and Settlement shops to the downtown portion of Fish Creek, in addition a vital access for EMS and rescue personnel to cover the newly added 125 acres

Recommendation:

Staff recommend approval for staff to send out RFP bids to complete trail connection.

Fiscal Impact:

The grant should cover the remaining costs to complete the connection. After the bids are received, we can report the fiscal impact (if any) to the Town Board.

To: Town Board

From: Staff

Request:

2024-2025 Budget Amendment for Loan Proceeds

Background:

The board approved borrowing funds for the storm sewer project in 2024 and the project to take place in 2025. The auditors suggested that we do a budget amendment to move the loan proceeds from the 2024 budget to the 2025 budget. This has already been recognized on the 2025 budget.

Recommendation:

To carry forward loan proceeds from the 2024 Budget to the 2025 Budget for the Storm Sewer Project in the amount of \$308,325.00

To: Town Board

From: Staff

General Checking

ALL Checks

Posted From: 11/14/2024 From Account:
Thru: 11/29/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
46127	11/15/2024	Buske, Laurie	220.00
	Manual Check	Pay period 10/01/2024 to 11/09/2024	
46128	11/15/2024	Merkel, Barbara	220.00
	Manual Check	Pay period 10/01/2024 to 11/09/2024	
46129	11/15/2024	Stollenwerk, Rachel	90.00
	Manual Check	Pay period 10/01/2024 to 11/09/2024	
draft	11/21/2024	Wisconsin Public Service	3,085.28
	Manual Check	Electric	
draft	11/15/2024	EFTPS	5,561.46
	Manual Check		
draft	11/15/2024	Wisconsin Deferred Comp	350.33
	Manual Check	11/15/2024	
draft	11/18/2024	Ephraim Gibraltar Airport	3,000.00
	Manual Check	transfer to airport for snowplowing	
draft	11/22/2024	Dept. of Employee Trust Funds	20,686.08
	Manual Check	December insurance	
draft	11/18/2024	Dept. of Employee Trust Funds	8,345.42
	Manual Check	september wrs	
draft	11/26/2024	Nicolet National Bank	6,567.93
	Manual Check		
draft	11/29/2024	Wisconsin Deferred Comp	350.33
	Manual Check	11/29/2024	
draft	11/29/2024	EFTPS	6,061.41
	Manual Check		
V2765	11/15/2024	Bertges, Andrew	1,971.28
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2766	11/15/2024	Cain-Bieri, Theresa	2,034.46
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2767	11/15/2024	Crowell, Andrew	1,693.26
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2768	11/15/2024	Fairchild, John	1,443.69
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2769	11/15/2024	Huberty, Colleen	1,304.11
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2770	11/15/2024	Lancaster, Sara	203.17
	Manual Check	Pay period 11/01/2024 to 11/09/2024	
V2771	11/15/2024	Linczmaier, Kurt	1,770.84
	Manual Check	Pay period 10/27/2024 to 11/09/2024	

General Checking

ALL Checks

Posted From: 11/14/2024 From Account:
Thru: 11/29/2024 Thru Account:

Check Nbr	Check Date	Payee	Amount
V2772	11/15/2024	Reetz, Laura	1,503.44
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2773	11/15/2024	Reichert, Patricia	146.25
	Manual Check	Pay period 10/01/2024 to 11/09/2024	
V2774	11/15/2024	Reinert, Dustin	1,327.20
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2775	11/15/2024	Roesch, Ryan	1,836.09
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2776	11/15/2024	Smith, Christine	135.00
	Manual Check	Pay period 10/01/2024 to 11/09/2024	
V2777	11/15/2024	Thyssen, Travis	2,410.28
	Manual Check	Pay period 10/27/2024 to 11/09/2024	
V2778	11/15/2024	Wilson, Karen	45.00
	Manual Check	Pay period 10/01/2024 to 11/09/2024	
V2779	11/29/2024	Bertges, Andrew	2,157.64
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2780	11/29/2024	Cain-Bieri, Theresa	2,200.78
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2781	11/29/2024	Crowell, Andrew	1,544.43
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2782	11/29/2024	Fairchild, John	1,622.13
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2783	11/29/2024	Huberty, Colleen	1,515.28
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2784	11/29/2024	Linczmaier, Kurt	1,911.02
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2785	11/29/2024	Reetz, Laura	1,650.88
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2786	11/29/2024	Reinert, Dustin	1,495.30
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2787	11/29/2024	Roesch, Ryan	2,011.33
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
V2788	11/29/2024	Thyssen, Travis	2,626.50
	Manual Check	Pay period 11/10/2024 to 11/23/2024	
Grand Total			91,097.60

11/27/2024

11:34 AM

Reprint Check Register - Quick Report - ALL

Page: 3
ACCT

General Checking

ALL Checks

Posted From: 11/14/2024

From Account:

Thru: 11/29/2024

Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND

89,394.37

Total Expenditure from Fund # 501 - DOCK FUND

1,703.23

Total Expenditure from all Funds

91,097.60

11/27/2024

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In Progress Checks - Quick Report - ALL

Page: 1

ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	11/27/2024	Door County Clerk ICE Maint, Shared Costs, WisVote Fees	188,958.00
	11/27/2024	Door County Hardware zip ties	37.98
	11/27/2024	Door County IT huntress, backup	867.59
	11/27/2024	Door County Treasurer signs	392.85
	11/27/2024	Gasco propane	187.25
	11/27/2024	Hammersmith TV Sales & Service chains, grant reimburseable	1,887.00
	11/27/2024	HRI SERVICES LLC repair ss bracket	75.00
	11/27/2024	Laurie Buske extra per contract	775.00
	11/27/2024	Lexipol LLC Annual Policy Manual & Training bulletin	2,009.36
	11/27/2024	Portside Builders 9145 cottage bluff bond return	400.00
	11/27/2024	Sister Bay & Liberty Grove FF Assoc cpr training	45.00
	11/27/2024	Travis Thyssen wmca, county ,wta mileage	227.13
		Grand Total	195,862.16

11/27/2024 11:32 AM

In Progress Checks - Quick Report - ALL
ALL Checks by Payee
General Checking

Page: 2
ACCT

Dated From:
Thru:

From Account:
Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND

195,862.16

Total Expenditure from all Funds

195,862.16