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

Meeting ID: 890 8617 9156

**Password: 794409** 

TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING
WITH CLOSED SESSION PER WIS. STATS. §19.85(1)(e) and (g)
WEDNESDAY, JULY 9, 2025
GIBRALTAR TOWN CENTER
4097 HIGHWAY 42, FISH CREEK WI 54212
7:00 P.M.

#### **AGENDA**

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.	Correspondence	
7.	Committee reports (Reports are for informational purposes only)	
8.	Public Comment	
9.	Consideration of GHA amended special event request: Concerts in the park: 8/30/2025	D/A
10.	Consideration of VFC special event request: Shoptember: 9/20/2025	D/A
11.	Consideration of VFC special event request: Jack O' Lantern Days: 10/24 to 10/26/2025	D/A
12.	Consideration of VFC special event request: Hometown Holidays: 12/5 to 12/6/2025	D/A
13.	Consideration of Operator's Licenses 2025-26	D/A
14.	Consideration of appointment of alternate to Plan Commission	D/A
15.	Consideration of Written Testimony to RPC regarding proposed zoning amendment	D/A
	allowing minimum lot size exemption for public purpose	
16.	Consideration of amendments to Ordinance 2025-02 -Architectural Design Standards	D/A
17.	Consideration of Resolution 2025-05: regarding annual enterprise fund payment from Dock	D/A
18.	Approval of design/engineering services with Cedar Corp for Cedar Court/Main Street project	D/A
19.	Discussion of lease terms with GHA for property at 4148 Main Street	D/A
20.	Set date for Chambers Island roads review	D/A
21.	Payment of Accounts	D/A
22.	Adjourn to closed session according to Wisconsin State Statutes 19.85(1)(e) and (g)	D/A

- (e) Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specified public business, whenever competitive or bargaining reasons require a closed session: broadband contract;
- (g) Conferring with legal counsel for the governmental body who is rendering oral or written advice concerning strategy to be adopted by the body with respect to litigation in which it is or is likely to become involved: 1. disallowance of claim and 2. pending litigation
- 23. Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adopt resolution(s) on issues discussed in closed session
   24. Approve action(s) taken in closed session
   25. Adjourn

/s/ Steve Sohns, Chair

#### **DEVIATION IN ORDER MAY OCCUR**

Posted July 3 <sup>rd</sup> , 2025	<ul> <li>X Fish Creek Post Office</li> <li>X Fish Creek BP</li> <li>X Town Center Display Case</li> </ul>
Laura Reetz, Clerk	$\frac{X}{X}$ Town Website

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

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 meeting; no action will be taken by any governmental body at the above-stated meeting other than the governmental body specifically referred to above in this notice.

Approved:

49

dock is open and fully staffed.

1 TOWN OF GIBRALTAR 2 REGULAR MONTHLY MEETING 3 WEDNESDAY, JUNE 4, 2025 4 GIBRALTAR TOWN CENTER 5 **4097 HIGHWAY 42, FISH CREEK, WI 54212** 6 6:00 PM 7 8 **Call to order:** Chair Sohns called the regular meeting to order at 6:04 p.m. 9 Pledge of Allegiance: Roll call/quorum: Board members present: Chair Sohns, Supervisor Merkel arrived at 6:11 p.m., 10 11 Supervisor Birmingham, Supervisor Hancock and Supervisor Selenica arrived at 6:09 p.m. Board members absent: Selenica and Merkel were absent at start of meeting for fire call. 12 **Adopt agenda:** *Motion (Birmingham/Hancock) to adopt the agenda as presented. Carried.* 13 14 **Approve minutes of previous meeting(s):** *Motion (Hancock/Birmingham) to approve minutes* 15 from regular May 14, 2025, meeting as presented. Carried. Motion (Birmingham/Hancock) to approve minutes from May 27, 2025, Board of Review meeting as presented/amended Carried. 16 17 Parks and Lands: Buske reported that the FOG event was great with the students at Fish Creek Park, tomorrow is the Dames Rocket pull. 18 19 Fire Department/EMR: Chief Bertges provided written report. 20 May Call Volume: 18 total calls (down from 33) **Significant events:** Half Marathon-nothing significant 21 22 **Projects:** Gathering Defensible Space literature for Wildfire protection 23 Community Emergency Response Team open house for a July class Land Clearing complete on Chambers Island. Building materials is on the island. 24 Events: Will be present at young Eagles and Gun Club for their events, preparing for July 4th 25 26 events. 27 Police Department: Chief Roesch excused for call, Thyssen said the speed sign request is long and the trailer is out and looking at proposal for permanent speed signs. 28 29 VFC: Lancaster reported that the office is open for the season 10-4 daily, Fish Fri concert again 30 this week. Noble House: Buske reported a great event with the Alpacas and Spinners, another event coming 31 up Father's Day weekend, 150<sup>th</sup> anniversary celebrating all year, 29 years ago the Town approved 32 fundraising to save the building. 33 Airport: No report, Young Eagles this weekend. 34 Watershed: No report. 35 36 **Plan Commission:** Thyssen held a hearing on Rey Rey properties, county zoning categories, and green tier structure were discussed. 37 **Door County Tourism Zone/Room Tax**: Thyssen said first quarter numbers are already trending 38 39 ahead. **Building Committee**: No report. 40 **Door County Coastal Byways:** Next meeting August 11, 2025, at 9 am in Egg Harbor. 41 **Broadband Report:** Steigenberger reported committee meets monthly, focusing on the phasing 42 schedule, Bertram has started construction on the eastern side of the town. Next meeting is June 43 25<sup>th</sup>. The Loan has been approved by Commissioners of Public Lands. 44 45 **County Board Representative Report:** No report. Clerk Report: No report. 46 Treasurer Report: No report. 47 **Harbor Report:** Paul Woerfel said that the commission continues to work on a long-range plan, 48

- 1 **Administrator:** Thyssen reported that the Lighthouse is working on getting the new solar panels
- 2 installed, the trees have been cleared for the fire station building on Chambers Island and the
- building materials are on the island, working on coordinating barging and contractors. Islandview 3
- intersection is mostly done, but the final resurfacing will occur when the entire road is paved. RPC 4
- 5 meeting at the county tomorrow night.
- 6 Chairman: No report.
- Public Comment: Laurie Buske said the porches at Noble Square have been installed and safe. 7
- 8 Nancy Sargent thanked the board and Thyssen for giving Hidden Blossom a sign. Merkel asked
- 9 for a haircut on trees on Main Street, especially with the rain they hang on cars and walkers. Paul
- 10 Woerfel spoke about item #21 on the agenda, lease terms for 4148 Main St. Woerfel did not speak
- 11 for or against solutions but asked the board to not get ahead with a decision. There was a vote in
- favor of selling and now considering a lease agreement. Both options can only be done by a vote 12
- 13 of the electors, ask the electors what they want first and explore all possible options and hold
- 14 informational meetings to discuss options with facts, numbers, and costs involved. Information is
- 15 the key to making a good decision and everyone should have it to vote. Please do not hold a special
- meeting of the electors until the voters are better informed and have all the options. 16
- 17 Consideration of Conditional Use Permit Application #Z-25-0503; PIN 0140900004, 4140
- Bluff Ln. Unit 4-A: Caroline Reyment, on behalf of Rey Rey Properties LLC: Thyssen advised 18
- the Plan Commission held a public hearing, heard from Petitioner and prepared recommendation 19
- 20 to the Board. The request is for a small preschool on the site. Motion (Selenica, Hancock) to
- support Plan Commission's recommendation and conditions to the County regarding conditional 21
- 22 use permit. Carried.
- 23 Discussions regarding Ordinance 2014-05 Regarding Issuance of Alcohol Licenses and 2022-
- 32 Alcohol Beverages: Possession in Certain Public Places: Thyssen said liquor licenses need 24
- to be consistent, and the area contained. Other municipalities allow open intoxicants. Discussion 25
- on enforcement and difficulty of enforcement. Sohns feels it is a slippery slope and increased litter 26
- 27 as scene in other municipalities. Buske reminded people that alcohol wasn't allowed in the parks
- until COVID, when it was changed. Togo alcohol was allowed with COVID as well. Discussion 28
- 29 to continue next meeting, with the Police Chief present. At 7:58 when Chief Roesch entered he
- stated facts that other municipalities either have a district or allow open intoxicants and the public 30
- thinks that intoxicants are allowed. Enforcement is very hard with bumper-to-bumper traffic and 31
- can't determine what the can or bottle contains. If open intoxicants are restricted, then the space 32
- 33 needs to be defined.
- Consideration of 2024-25 Class "B" Beer license & "Class C" License (wine only) to Hands 34
- on Art Studio, LLC/Hands on Art Studio, Tod Kerscher agent: Motion (Hancock/Birmingham) 35
- 36 to approve the license. Carried.
- Consideration of Liquor Licenses 2025-26: Staff reviewed the 2025-26 liquor license 37
- applications and premises descriptions. Background checks were completed, and staff confirmed 38
- 39 that all corporations are in good standing with the Department of Financial Institutions. No
- applicant has any outstanding obligations to the Town of Gibraltar. (See attached list with 40
- highlighted changes and exceptions.) Motion: (Hancock/Birmingham) to approve the 2025-2026 41
- liquor licenses as presented. Carried. See attached. 42
- Consideration of Operator's Licenses 2025-26: Motion (Birmingham, Selenica) to approve the 43
- 2025-26 Operator's Licenses as presented. Carried. 44
- Consideration of Cigarette Licenses 2025-26: Motion (Hancock, Merkel) to approve the 2025-45
- 26 Cigarette Licenses as presented. Carried. 46
- Consideration of appointment to Airport Commission: Chair Sohns made recommendation for 47
- appointment to Airport Commission. Motion (Merkel, Selenica) to appoint Rich Bierman to 48

- 1 Ephraim-Gibraltar Airport Commission to a three-year term beginning upon appointment and 2 expiring August 31, 2028. Carried.
- 3 Consideration of appointments to Parks and Lands Committee: Chair Sohns made
- recommendation for appointments to Parks and Lands Committee. Motion (Birmingham, 4
- 5 Hancock) to appoint John Lancaster and Andrea Kinsey Jauquet to two-year terms expiring April
- 6 30, 2027. Carried. Sohns thanked all that showed interest in serving.
- 7 Consideration of appointments to Building Committee: Chair Sohns made recommendation
- 8 for appointments to Building Committee. Motion (Selenica, Birmingham) to appoint Steve Sohns
- 9 and Jayson Merkel to two-year terms expiring January 31, 2027. Birmingham aye, Hancock aye,
- 10 Selenica ave. Merkel and Sohns abstained. Carried.
- Consideration of Resolution in Opposition to Annual Subscription from Door County for 11
- Emergency Radio Usage—Resolution 2025-04: Bertges said at the chiefs meeting the proposal 12
- 13 to introduce subscriber fees for each municipality. The County CATS committee already voted to
- 14 recommend to the county board that the county finance the entire new tower and radio system.
- 15 Fire chiefs' position is that the county taxpayers already pay for the system through taxes. The
- majority of the calls are EMS calls, and the county utilizes the system far more than each 16
- 17 municipality. Thyssen said the county adopted a tax to pay for the service, now the user fee will
- be on the town budget and come out of our tax dollars, so a secondary tax on the same service. 18
- 19 The town has a great working relationship with the county and our officer gets called to assist the
- 20 county often, we don't charge them, so we want this to be adjusted accordingly. A fee in perpetuity
- is concerning. Motion (Birmingham, Merkel) to pass the resolution in opposition of the subscriber 21
- 22 fees from Door County. Carried.
- 23 Consideration of Harbor Commission request to restrict \$20,000 enterprise fund payment to
- general fund for harbor improvements: Harbor Commission requests to restrict \$20,000 24
- enterprise fund payment to general fund for harbor improvements. Staff advised that at the May 25
- 21, 2025, Harbor Commission meeting Harbor Commission unanimously approved requesting the 26
- 27 Town approve the \$20,000 enterprise fund payment be put in a committed fund for future harbor
- improvements effective 2025. Staff agrees future dock repairs and development costs are imminent 28
- 29 and this is a way for the funds to be committed for dock purposes only. *Motion (Merkel, Selenica)*
- to approve Harbor Commission's request to apply \$20,000 annual enterprise fund payment to a 30
- committed fund for future harbor improvements effective 2025 until 2037. Carried. 31
- Consideration of bids for Islandview LRIP project: Thyssen advised RFP was published for the 32
- Islandview LRIP project and two submissions were received: NE Asphalt, Inc. with a bid of 33
- \$183,895.50, and time and materials estimate from the Door County Highway Department for 34
- 35 \$162,990.70. Per Wisconsin Statutes, counties may provide an estimate but cannot submit formal
- 36 bids. The board reviewed the bids and acknowledged each submission. The county's estimate is
- more than 10% lower than the lowest private bid, which per the statute allows the project to be 37
- awarded to the County. Motion (Birmingham, Selenica) to award the contract for the Islandview 38
- 39 LRIP project #13792 to Door County Highway Department with a total estimated contract price
- of \$162,990.70. Carried. 40
- Consideration of bid/proposal for 4148 Main Street public path and foundation removal: 41
- Board reviewed estimate from Generations in the amount of \$15,960.00 to create a 10-foot path 42
- from Highway 42 to park property and removal of cottage foundations Quote includes machine 43
- time, trucking, dump fee, hand labor and fill to bring back to grade. No sod or seed included. Door 44
- County also submitted an estimate for \$13,750. Motion (Merkel, Sohns) to approve estimate from 45
- Door County Highway department for \$13,750 to remove the foundations and fill, to exclude the 46
- gravel path until a full plan is approved but include stump removal and fill holes. Carried. 47

1 Discussion of lease terms for property at 4148 Main/set date for special meeting of electors 2 to approve leasing of Town owned land: Board discussed purpose and financial considerations of the lease proposal, including restoration, ongoing maintenance, and proposed lease terms. The 3 4 board discussed the need to finalize lease terms and secure approval from the electors, as required 5 by Wisconsin law. Thyssen stated that the office received calls asking more questions, if you 6 approve the statement given that is what can be voted on. Sohns would like the lease to be detailed prior to the meeting. Selenica wants more informational meetings and discussing more options and 7 8 the whole picture. Staff discussed options that WTA recommended where multiple options can be 9 presented for the electors to pass or fail. *Motion (Sohns/Birmingham) to direct staff to define terms* 10 of a long-term lease and present a draft to the board and hold public information meetings to 11 discuss possible options for the house at 4148 Main St with the public after the board reviews the draft lease terms. Carried.

12

- 13 Set date for Chambers Island roads review: waiting to set date until more construction is 14 underway.
- 15 **Set July meeting date:** July 9, 2025, at 7 pm.
- **Payment of Accounts:** *Motion (Birmingham, Selenica) to approve payment of bills to exclude the* 16
- 17 Generations check. <u>Carried.</u>
- Adjourn: Motion (Hancock, Selenica) to adjourn at 8:15 p.m. Carried. 18
- 20 Respectfully submitted,

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23 24

21 22 Theresa Cain-Bieri, Deputy Clerk

- 2 To Whom It May Concern:
- 3 I hereby certify that:
- 4 Rana LLC./ Fish Creek BP
- 5 Bisal Rana, Agent
- 6 "Class A" and Class "A" Liquor License
- 7 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 8 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 9 on 3871 Hwy. 42.
- 10 Dated: May 20, 2025
- 11 Laura Reetz, Clerk
- 12 **CIGARETTE LICENSE**

13 14

#### APPLICATION FOR LIQUOR LICENSE

- 15 To Whom It May Concern:
- 16 I hereby certify that:
- 17 Hide Side Ltd./Hide Side Corner Store
- 18 Michael C. Surges, Agent
- 19 Class "A" Beer and "Class A" Liquor License
- 20 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell intoxicating
- 21 liquors for the period ending June 30, 2026, at the building situated on 9413 Highway 42.
- 22 Dated May 21, 2025
- 23 Laura Reetz, Clerk
- 24 ADDED CLASS "A" BEER

25 26

#### APPLICATION FOR LIQUOR LICENSE

- 27 To Whom It May Concern:
- 28 I hereby certify that:
- 29 Hyline Orchard Farm Market Inc./ Paul Robertov, Agent
- 30 "Class A" and Class "A" Liquor License
- 31 residing in Door County, Wisconsin, has applied to the Town of Gibraltar for a retail License to sell
- 32 fermented malt beverages and intoxicating liquors for the period ending June 30, 2026, at the
- building situated on N8240 Hwy. 42.
- 34 Dated May 21, 2025
- 35 Laura Reetz, Clerk

36 37

#### APPLICATION FOR LIQUOR LICENSE

- 38 To Whom It May Concern:
- 39 I hereby certify that:
- 40 Laura Estes, LLC, dba Door County Cherry Hut, Laura Estes, Agent
- 41 "Class A" and Class "A" Liquor License
- 42 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 43 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 44 on 8813 Hwy. 42, Fish Creek, WI.
- 45 Dated May 21, 2025
- 46 Laura Reetz, Clerk

47 48

- 2 To Whom It May Concern:
- 3 I hereby certify that:
- 4 Alpaca to Apparel LLC/Alpaca to Apparel
- 5 Benjamin Kornowski, Agent
- 6 "Class A" and Class "A" Liquor License
- 7 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 8 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 9 on 4185 Main Street, Fish Creek, WI.
- 10 Dated May 21, 2025
- 11 Laura Reetz, Clerk

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#### 13 APPLICATION FOR LIQUOR LICENSE

- 14 To Whom It May Concern:
- 15 I hereby certify that:
- 16 Fish Creek Campground & RV LLC
- 17 Cheri Lauritzen, Agent
- 18 "Class A" and Class "A" Liquor License
- 19 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 20 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 21 on 3709 Cty. F.
- 22 Dated May 21, 2025
- 23 Laura Reetz, Clerk

2425

#### APPLICATION FOR LIQUOR LICENSE

- 26 To Whom It May Concern:
- 27 I hereby certify that:
- 28 The Ginger House LLC/ The Ginger House
- 29 Beth Persichitte, Agent
- 30 "Class A" and Class "A" Liquor License
- 31 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 32 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 33 on 9114 Hwy. 42.
- 34 Dated May 21, 2025
- 35 Laura Reetz, Clerk

36 37

#### APPLICATION FOR LIQUOR LICENSE

- 38 To Whom It May Concern:
- 39 I hereby certify that:
- 40 Salt + Cedar, LLC/Fish Creek Market
- 41 Stephen Jones, Agent
- 42 "Class A" and Class "A" Liquor License
- 43 residing in Door County, Wisconsin, has applied to the Town of Gibraltar for a retail License to sell
- 44 fermented malt beverages and intoxicating liquors for the period ending June 30, 2026, at the
- 45 building situated on 4164 Main Street.
- 46 Dated May 21, 2025
- 47 Laura Reetz, Clerk
- 48 **CIGARETTE LICENSE**

- 2 To Whom It May Concern:
- 3 I hereby certify that:
- 4 Greenwood Supper Club Inc./Greenwood Supper Club
- 5 Susan G. Kwaterski, Agent
- 6 Class "B" Beer License and "Class B" Liquor License
- 7 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 8 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 9 on 9087 County A.
- 10 Dated May 21, 2025
- 11 Laura Reetz, Clerk

12 13

#### APPLICATION FOR LIQUOR LICENSE

- 14 To Whom It May Concern:
- 15 I hereby certify that:
- 16 Peninsula Players Theatre Foundation Inc./Peninsula Players
- 17 Brian C. Kelsey, Agent
- 18 Class "B" Beer License and "Class B" Liquor License
- 19 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 20 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 21 on 4351 Peninsula Players Road.
- 22 Dated May 21, 2025
- 23 Laura Reetz, Clerk

2425

#### APPLICATION FOR LIQUOR LICENSE

- 26 To Whom It May Concern:
- 27 I hereby certify that:
- 28 Alexander's of Door County Inc/ Alexander's of Door County
- 29 Bruce Alexander, Agent
- 30 Class "B" Beer License and "Class B" Liquor License
- 31 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 32 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 33 on 3667 Hwy. 42.
- 34 Dated May 21, 2025
- 35 Laura Reetz, Clerk

36 37

#### APPLICATION FOR LIQUOR LICENSE

- 38 To Whom It May Concern:
- 39 I hereby certify that:
- 40 Door Inc./English Inn
- 41 Randall J. Daubner, Agent
- 42 Class "B" Beer License and "Class B" Liquor License
- 43 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 44 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 45 on 3713 Hwy. 42.
- 46 Dated May 21, 2025
- 47 Laura Reetz, Clerk

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- 2 To Whom It May Concern:
- 3 I hereby certify that:
- 4 DLD Enterprises LLC/Barringers
- 5 Ronald C. Schoenfeld Jr., Agent
- 6 Class "B" Beer License and "Class B" Liquor License
- 7 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 8 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 9 on 9423 Spruce Street.
- 10 Dated May 21, 2025
- 11 Laura Reetz, Clerk

12

#### 13 APPLICATION FOR LIQUOR LICENSE

- 14 To Whom It May Concern:
- 15 I hereby certify that:
- 16 Bad Eleven Provisions, LLC/Hill Street
- 17 Scott Watts Agent
- 18 Class "B" Beer License and "Class B" Liquor License
- 19 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 20 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 21 on 4149 Main Street.
- 22 Dated May 21, 2025
- 23 Laura Reetz, Clerk

#### 24 ADDED STORAGE IN STORAGE SHED BEHIND BUILDING SEE MAP

25 26

#### APPLICATION FOR LIQUOR LICENSE

- 27 To Whom It May Concern:
- 28 I hereby certify that:
- 29 Dockside Enterprises Inc./Bayside Tavern
- 30 Robert MacDonald, Agent
- 31 Class "B" Beer License and "Class B" Liquor License
- 32 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 33 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 34 on 4160 Main Street.
- 35 Dated May 21, 2025
- 36 Laura Reetz, Clerk
- 37 CIGARETTE LICENSE APPLICATION
- 38 ADDITIONAL SERVING AREAS IDENTIFIED AS E, F AND G ON ATTACHED
- 39 **MAP**

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#### APPLICATION FOR LIQUOR LICENSE

- 43 To Whom It May Concern:
- 44 I hereby certify that:
- 45 Aimd Restaurant Services LLC/Loft
- 46 David Kana, Agent
- 47 Class "B" Beer License and "Class B" Liquor License

- 1 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 2 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated
- 3 on 4170-4172 Main Street.
- 4 Dated May 21, 2025

5 Laura Reetz, Clerk

6 7

#### APPLICATION FOR LIQUOR LICENSE

- 8 To Whom It May Concern:
- 9 I hereby certify that:
- 10 Sonny's Pizzeria LLC/Door County Cherry Hut
- 11 Laura Estes, Agent
- 12 Class "B" and "Class C" License (wine only)
- 13 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the
- building situated on 8813 Hwy. 42, Fish Creek, WI.
- 16 Dated May 21, 2025
- 17 Laura Reetz, Clerk

18

#### 19 APPLICATION FOR LIQUOR LICENSE

- 20 To Whom It May Concern:
- 21 I hereby certify that:
- 22 Peterson of Door County Inc./Pelletier's Restaurant & Fish Boil
- 23 Matthew D. Peterson, Agent
- 24 Class "B" and "Class C" License (wine only)
- 25 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 26 malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the
- 27 building situated on 4199 Main Street.
- 28 Dated May 21, 2025
- 29 Laura Reetz, Clerk

30 31

#### APPLICATION FOR LIQUOR LICENSE

- 32 To Whom It May Concern:
- 33 I hereby certify that:
- 34 Wild Tomato Pizza LLC/Wild Tomato Wood Fired Pizza & Grille
- 35 Jesus Mejia, Agent
- 36 Class "B" and "Class C" License (wine only)
- 37 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 38 malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the
- 39 building situated on 4023 Hwy. 42.
- 40 Dated May 21, 2025
- 41 Laura Reetz, Clerk

42 43

#### APPLICATION FOR LIQUOR LICENSE

- 44 To Whom It May Concern:
- 45 I hereby certify that:
- 46 Solomon & Zacek, Inc./Julie's Park Cafe & Motel Inc.
- 47 Nora Lee Zacek, Agent
- 48 Class "B" and "Class C" License (wine only)

- 1 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 2 malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the
- 3 building situated on 4020 Hwy. 42.
- 4 Dated May 21, 2025
- 5 Laura Reetz, Clerk

6 7

#### APPLICATION FOR LIQUOR LICENSE

- 8 To Whom It May Concern:
- 9 I hereby certify that:
- 10 W.G.I. Inc./White Gull Inn
- 11 Meredith Coulson-Kanter, Agent
- 12 Class "B" and "Class C" License (wine only)
- 13 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the
- building situated on 4225 Main Street.
- 16 Dated May 21, 2025
- 17 Laura Reetz, Clerk

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#### APPLICATION FOR LIQUOR LICENSE

- 20 To Whom It May Concern:
- 21 I hereby certify that:
- 22 DC Chocolate Design, LLC/DC Chocolate Design Cafe
- 23 Cole VanderLeest, Agent
- 24 Class "B" and "Class C" License (wine only)
- 25 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 26 malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the
- building situated on 9341 Spring Road Unit 6A.
- 28 Dated May 21, 2025
- 29 Laura Reetz, Clerk

30 31

#### APPLICATION FOR LIQUOR LICENSE

- 32 To Whom It May Concern:
- 33 I hereby certify that:
- 34 Shiny Moon Hospitality Group/Shiny Moon Cafe
- 35 Angie McMahon, Agent
- 36 Class "B" and "Class C" License (wine only)
- 37 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented
- 38 malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the
- 39 building situated on 4164 Main Street.
- 40 Dated May 21, 2025
- 41 Laura Reetz, Clerk

42 43

#### APPLICATION FOR LIQUOR LICENSE

- 44 To Whom It May Concern:
- 45 I hereby certify that:
- 46 Gibraltar LLC/ Kettle Black Restaurant
- 47 Paul Krause, Agent
- 48 Class "B" and "Class C" License (wine only)

- 1 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented 2 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated 3 on 4158 Main Street. 4 Dated May 21, 2025 5 Laura Reetz, Clerk 6 7 APPLICATION FOR LIQUOR LICENSE 8 To Whom It May Concern: 9 I hereby certify that: 10 Hands On Art Studio LLC/Hands On Art Studio 11 Tod Kerscher, Agent 12 Class "B" Beer License and "Class C" License (wine only) 13 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2025, at the 14 15 building situated on 3655 Peninsula Players Road. Dated May 21, 2025 16 17 Laura Reetz, Clerk 18 AGENT CHANGE/CORPORATE NAME CHANGE 19 20 APPLICATION FOR LIQUOR LICENSE 21 To Whom It May Concern: 22 I hereby certify that: 23 Hands On Art Studio LLC/Hands On Art Studio 24 Tod Kerscher, Agent 25 Class "B" Beer License and "Class C" License (wine only) 26 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented 27 malt beverages and intoxicating liquors (wine only) for the period ending June 30, 2026, at the 28 building situated on 3655 Peninsula Players Road. 29 Dated May 21, 2025 Laura Reetz, Clerk 30 31 AGENT CHANGE/CORPORATE NAME CHANGE 32 33 APPLICATION FOR LIQUOR LICENSE To Whom It May Concern: 34 35 I hereby certify that: 36 Gallant Management Group, LLC/Settlement Courtyard Inn and Lavendar Spa 37 Ryan Gallant, Agent Class "B" Beer License and "Class C" License (wine only) 38 39 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented 40 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated 41 on 9126 Highway 42. Dated May 21, 2025 42 43 Laura Reetz, Clerk 44 45
  - APPLICATION FOR LIQUOR LICENSE
- 46 To Whom It May Concern:
- 47 I hereby certify that:
- Peninsula Gun Club Inc./Peninsula Gun Club 48
- 49 William Pinkham, Agent

- Class "B" License 1 2 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented 3 malt beverages for the period ending June 30, 2026, at the building situated on 3702 Juddville Road. 4 Dated May 21, 2025 5 Laura Reetz, Clerk 6 7 APPLICATION FOR LIQUOR LICENSE (ABOVE QUOTA LICENSE) 8 To Whom It May Concern: 9 I hereby certify that: 10 Northern Sky Theater, Inc 11 Holly Feldman, Agent 12 Class "B" License (above quota license) 13 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented 14 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated 15 on 9058 County Road A. Dated May 21, 2025 16 17 Laura Reetz, Clerk 18 19 APPLICATION FOR LIQUOR LICENSE 20 To Whom It May Concern: 21 I hereby certify that: 22 Aim The Wine Room LLC/The Wine Room 23 Collin Massad, Agent 24 Class "A" Beer and "Class A" Liquor License residing in Door County, Wisconsin, has applied to the Town of Gibraltar for a retail License to sell 25 26 fermented malt beverages and intoxicating liquors for the period ending June 30, 2026, at the 27 building situated on 4170 Main Street. 28 Dated May 21, 2025 29 Laura Reetz, Clerk 30 APPLICATION FOR LIQUOR LICENSE (RESERVE "CLASS B") 31 32 To Whom It May Concern: 33 I hereby certify that: 34 Welcker's Lounge, LLC/Welcker's Lounge 35 Lisa Devroy, Agent 36 Class "B" Beer License and "Class B" Liquor License 37 residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented 38 malt beverages and intoxicating liquors for the period ending June 30, 2026, at the building situated 39 on 4192 Main Street. 40 Dated May 21, 2025 41 Laura Reetz, Clerk 42 ALCOHOL STORED BEHIND BAR AND LOCKED CLOSET. SERVED IN MAIN 43 DINING ROOM,-BAR/DINING AREA AND OUTSIDE PORCH 44 45
  - APPLICATION FOR LIQUOR LICENSE
- To Whom It May Concern: 46
- 47 I hereby certify that:
- Cut on Main, LLC/Cut on Main 48
- 49 Matthew Sagorac, Agent

Class "B" Beer License and "Class B" Transferred Reserve Liquor License 1 2

residing in Wisconsin, has applied to the Town of Gibraltar for a retail License to sell fermented

3 malt beverages and intoxicating liquors for the period ending June 30, 2026 at the building situated

on 4135 Main Street.

Dated May 21, 2025

4 5 6 7 Laura Reetz, Clerk



Approved:

1	TOWN OF GIBRALTAR			
2	WEDNESDAY JUNE 11, 2025			
3	GIBRALTAR TOWN CENTER			
4	4097 HIGHWAY 42, FISH CREEK WI 54212			
5	SPECIAL BOARD MEETING			
6	CEDAR COURT/DOWNTOWN DESIGN WORKSHOP			
7	6:00 P.M.			
8				
9	Call to order: Chair Sohns called the regular meeting to order at 6:00 p.m.			
10	Roll call/quorum: Board members present: Chair Sohns, Supervisor Merkel, Supervisor			
11	Birmingham, Supervisor Hancock and Supervisor Selenica. Board members absent: None.			
12	Adopt agenda: Motion (Birmingham/Hancock) to adopt the agenda as presented. <u>Carried.</u>			
13	<b>Public Comment:</b> Nancy Sargent addressed the Supervisors. She is glad to see plan calls for more			
14	trees. Laurie Buske addressed the Supervisors and spoke in support of grant for lighthouse			
15	painting. She also made statement regarding downtown design plan. Pat Quinn addressed the			
16	Supervisors and made statement regarding downtown design plan. Barb McKesson addressed			
17	supervisors and made statement regarding downtown design plan. Buske, Quinn and McKesson			
18	all expressed support of downtown design plan and thanked administration for its efforts. Steve			
19	Devroy addressed the supervisors regarding business access at Welckers.			
20	Consideration of approval to submit Raibrook grant application for lighthouse painting:			
21	Administration advised Raibrook focuses on grants for historical properties. Motion			
22	(Selenica/Hancock) to approve submitting Raibrook grant application for lighthouse painting.			
23	Carried.			
24	Consideration of contract with Stantec for County permit writing-waterfront access			
25	improvements at 4148 Main Street: Administration stated Board previously approved applying			
26	for waterfront access improvements grant. Multiple County, DNR and State permits need to be			
27 28	submitted in conjunction with grant. Staff does not have expertise to write grants, especially with			
29	pending deadline. Chair Sohns requested clarification on Stantec contract to write grant. Supervisors discussed status of waterfront design plan, including waterfront property at 4148 Main			
30	Street and dock and whether grant writing is premature. <i>Motion (Bermingham/Merkel) to approve</i>			
31	entering contract with Stantec. Carried.			
32	Workshop to Discuss Cedar Court/Downtown Design Plan: Administration introduced Mike			
33	Kaster and Dennis Steigenberger from Cedar as well as Town staff and supervisors.			
34	Administration presented PowerPoint presentation which identified:			
35	Problems with downtown including:			
36	a. Failing storm water system			
37	b. Flooding			
38	c. Sinkholes			
39	d. Poor access to certain downtown businesses			
40	e. Unsafe pedestrian street navigation			
41	f. Poor line of sight and			
42	g. Exposed damaged tree roots			
43	Concerns identified at public meetings including:			
44	a. Keeping tree canopy			
45	b. Keeping charm of town			
46	c. Creating more green space and less concrete			
47	d. Creating more safe walkable areas			
48	e. Public safety and			
49	f. Parking issues			

#### What was implemented in proposed plan including:

- a. Keeping things the same as possible
- b. Use of narrow sidewalks
- c. Street repair/line of sight
- d. Creation of loading and unloading zones
- e. Turn lane/elevated curb to protect tree roots
- g. Grates and curved sidewalks where needed and
- h. Storm water control and cleaning

Administration advised plan does not call for any trees to be removed. After PowerPoint presentation, design plan (see attached) was reviewed street by street, noting changes from previous concept, with Cedar taking questions from supervisors. Changes to previous concept include minor pavement widening to better define parking spaces, the addition of curbs for water control, and sidewalk widening and grade adjustments to meet ADA standards. At the intersection of Main and Cedar Court, plans were updated to include a drop-off/pick-up area, space for a future dry hydrant or trolley stop, and regrading to improve access. Sidewalk alignment between Welcker's and the Church to eliminate switchback and improve pedestrian access to the Old Town Hall was discussed. Crosswalk locations were discussed. Parking east of Cedar Court was reviewed. East of Cedar, the south side sidewalk was widened and a retaining wall was added to protect exposed tree roots, along with the creation of a turn lane. A vortex unit for stormwater treatment was added, with its location adjusted to minimize impact on the park and allow for maintenance access. Manhole and utility placements were discussed and parking on Cedar Court was reviewed. Changes to the harbor area were briefly noted. Administration described Phase I construction as extending from Main Street where it meets STH 42 to just past Welcker's, down Cedar Court into Spruce Street, and east and west on Maple Street. Thyssen discussed funds budgeted for project. Motion (Birmingham/Selenica) to direct administration to proceed with planning Phase I of project. Carried.

**Adjourn:** Motion (Merkel/Hancock) to adjourn at 7:30 p.m. Carried.

29 Respectfully submitted,

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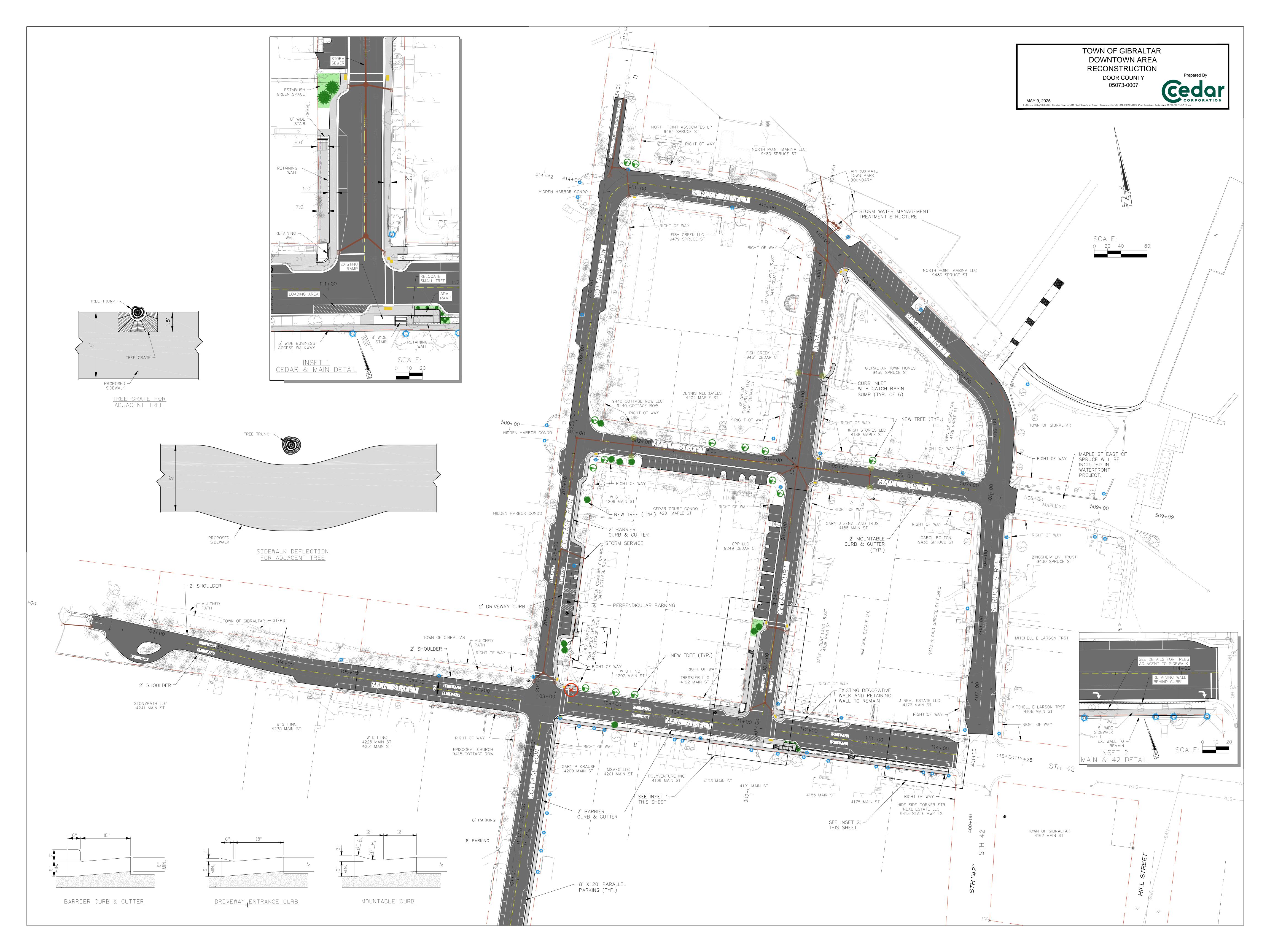
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Laura Reetz, Clerk



# TOWN OF GIBRALTAR SPECIAL TOWN BOARD MEETING TUESDAY, JUNE 17, 2025 GIBRALTAR TOWN CENTER 4097 MAIN STREET, FISH CREEK, WI 54212 7:30 AM

**Call to order:** Chair Sohns called the special meeting to order at 7:30 a.m.

#### Roll call/quorum:

Board members present: Chair Sohns, Supervisor Merkel and Supervisor Birmingham. Board members absent: John Selenica, excused, and Vinni Hancock.

Also Present: Travis Thyssen and Theresa Cain-Bieri.

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

Consideration of approval of Door County Peach Barn LLC's Producer Full-Service Retail Sales Application for the sale of draft and canned beer in Peninsula State Park: Administration advised Town approval is required, although the license will be issued by the State, not the Town. This is the same request the Board approved last year. Jason White presented request on behalf of Door County Peach Barn LLC. Question from Supervisor Birmingham. Question from Chair Sohns. Motion (Merkel/Birmingham) to approve Door County Peach Barn LLC's WI DOR issued Producer Full-Service Retail Application for the sale of draft and canned beer in Peninsula State Park. Carried.

Adjourn: Motion: (Birmingham/Merkel) to adjourn at 7:35 a.m. Carried

Respectfully submitted,

Laura Reetz, Clerk

From: Wendy Cooper

Subject: Letter of Concern Regarding Overdevelopment – Please Distribute

**Date:** Friday, June 6, 2025 9:46:58 AM

You don't often get email from info@thewildflowerpress.studio. Learn why this is important

#### Dear Town Clerk,

I hope this message finds you well. My name is Wendy Michelle Cooper, and I'm a year-round resident of Sturgeon Bay, a working artist, a former professor, and founder of *The Wildflower Press*, a studio inspired by the native wildflowers and forested beauty of Door County.

I am writing to share a letter expressing my concern about the rapid pace of development occurring in our towns and villages. I would be so grateful if you would kindly forward this letter to the appropriate members of your town's Plan Commission, Zoning Board, and/or Town Board.

The message is offered with respect and heartfelt concern for the ecological and spiritual health of the land. My hope is to invite thoughtful reflection and a return to more balanced, preservation-focused decisions regarding land use across Door County.

Please find my letter attached below. Thank you for your time and for the important work you do on behalf of the community.

With gratitude and respect,

Wendy Michelle Cooper

Artist | Earthkeeper | Founder of The Wildflower Press

Sturgeon Bay, WI

www.thewildflowerpress.studio

Dear Esteemed Leaders and Stewards of Door County,

My name is Wendy Michelle Cooper. I am a resident of Sturgeon Bay, a working artist, a former professor, and the founder of *The Wildflower Press*—a studio devoted to preserving the spirit of wildflowers and honoring the quiet beauty of the land through art.

I am writing not only as a citizen, but as one who listens deeply to the Earth, and who hears the voices of the unseen—of the native plants, the field animals, and the forest that breathes just beyond our windows. My soul is moved to speak now, with love and gravity, about the rapid pace of construction and land clearing currently reshaping our towns.

Each week, I witness bulldozers flattening meadows, displacing wildlife, and breaking the stillness that once defined Door County's sacred character. I do not come with opposition in my heart—but rather, with a request for consciousness, for balance, and for grace.

I ask: Can we pause?

Can we allow space for deeper reflection before another parcel is paved, another tree cut,

another fox or fawn or pollinator left without refuge?

Development without restraint severs more than soil. It silences the song of place. And while we may see buildings rise, we risk watching something even greater fade—our legacy as stewards of one of Wisconsin's most beautiful and biologically diverse regions.

From my heart, and with guidance from both Source and Gaia, I urge your commission to:

- <!--[if !supportLists]-->• <!--[endif]-->Slow and re-evaluate future developments, especially in sensitive or previously undisturbed areas
- <!--[if !supportLists]-->• <!--[endif]-->Require full ecological assessments before approving new builds
- <!--[if !supportLists]-->• <!--[endif]-->Encourage land preservation partnerships and conservation zoning
- <!--[if !supportLists]-->• <!--[endif]-->Invite local voices—especially those who live near these lots—to be part of the process

Let us honor the land not just as property, but as *kin*. Let us protect what cannot be rebuilt once lost. I believe Door County can lead by example—not just in tourism or charm, but in vision. In reverence. In courage.

Thank you for all you do to serve our community. I am available to help in any way I can—with art, with awareness campaigns, or simply as a voice that speaks on behalf of the quiet, sacred green.

With gratitude,
Wendy Michelle Cooper
Artist | Earthkeeper | Founder of *The Wildflower Press*Sturgeon Bay, WI
www.thewildflowerpress.studio

To: Town Board

From: Staff

#### Request:

This is an amended request from GHA to add a Ukelele Society concert to the Concerts in the Park series on Friday, August 30, 2025 from 9 am to noon.

#### Background:

The original GHA request for 2025 Concerts in the Park series was approved by the Town Board at its February 5, 2025 meeting.

#### **Analysis:**

The additional concert is consistent with the previously approved series and does not require any additional setup or support beyond what was already authorized. The August 30 event will be held in the morning and does not conflict with other scheduled uses.

#### Recommendation:

Town staff has reviewed the application and recommends approving the request.

#### Fiscal Impact:

There is no fiscal impact for this request.

### ADD ON

#### **TOWN OF GIBRALTAR**

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

Request heard at meeting of		RD ACTION
·	be a \$25 fee/department char	
Fire D	Circle all needed Department Law Enforcem	
Pl	TOWN RESOURGE ease indicate if you need mur	nicipal services*
- SHODWICH DOAK		
BANNER IN GAZE	BO + CORNER D.	FBLUFF + NWYYZ
Gibraltar in reviewing your r		t that would be helpful to the Town of
Phone:		
Address:		
Fundraiser?	Yes	No_X
Alternative Site:	Old Town Hall, Rain backup	add on: 8/30 Ukulele Society Gazebo concer from 9 am to noon
Site Location:	Noble Square	from 5-7 pm
Date(s) of Event: Time(s) of Event:	2:30-5:30pm	Prential 4/24, 7/8, 7/32, 7/29, 9/5, 9/8/26 with extended hours for Jazz Festival
Event Name:	EVENT INFORMA Concerts In the Park Tuesdays June - End of August	
Temp. Structure Permit		
Use of Town Property:	Noble Square	
Temp License (Beer) (Wine) Direct Sales:	r'	
Phone:	920-559-6234 TWDE OF DEOLU	
Requestor/Agent Name:	Laurie Buske, Director	
Phone:	920-868-2091	
Address.	Fish Creek, Wi 54212	
Organization Name: Address:	Gibraltar Historical Association 4176 Main Street, PO Box 323	

To: Town Board

From: Staff

#### **Request:**

Special Event Request from VFC for Shoptember (formerly known as Inside/Outside days) sidewalk sale on Saturday, September 23, 2025.

#### Background:

Shoptember is a seasonal promotional event organized by Visit Fish Creek to encourage shopping and activity in the downtown area during the fall shoulder season. The Town Board has approved this event in prior years under the name Inside/Outside Days. It has traditionally been well received by both businesses and visitors.

#### **Analysis:**

VFC is requesting permission for participating businesses to display merchandise outside using tables or small pop-up tents no larger than  $10' \times 10'$ . Signage would be displayed the week of the event, including banners at Noble Square and the Top of the Hill Shops. A notable change from previous years is that there will be no trolley service for the 2025 event.

#### **Recommendation:**

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

#### Fiscal Impact:

No fiscal impact for the Town.

	SPECIAL EVENT REQUEST			
Organization Name:	Visit Fish Creek			
Address:	PO Box 74			
	Fish Creek, WI 54212			
Phone:	(920) 868-2316			
Requestor/Agent Name: Phone:	Sara Lancaster, Visit Fish Creek Office & Membership Manager 262-945-9467			
	TYPE OF REQUEST			
Temp License (Beer) (Wine)				
Direct Sales:				
Use of Town Property:	X Sidewalk sale on 9/20 and possible banner			
Temp. Structure Permit:				
	EVENT INFORMATION			
Event Name:	Shoptember (formerly known as Inside/Outside Days)			
Date(s) of Event:	Saturday, Sept. 20, 2025			
Time(s) of Event:	During retail locations business hours of operation			
Site Location:	Throughout Fish Creek and Gibraltar			
Alternative Site:				
Fundraiser?	Yes No_X			
Funds Recipient:				
Address:				
Phone:				
	EVENT DESCRIPTION			
Please supply any additional	information about your event that would be helpful to the Town of			
Gibraltar in reviewing your re	eauest:			
Please see attached shee	et for event description.			
	TOWN RESOURCES			
Ple	ase indicate if you need municipal services*			
	Circle all needed:			
Fire D	epartmentaw EnforcementPublic Works			
*There may b	e a \$25 fee/department charged for municipal services,			
	GIBRALTAR TOWN BOARD ACTION			
Request heard at meeting of	n:			
ACCEPTED:	Permit Number Issues by Clerk			
NOT ACCEPTED:	Fee required			
REASON.	<u> </u>			

#### **Shoptember (formerly Inside/Outside Days) 2025 Event Description**

As in previous years, Visit Fish Creek would like to allow participating businesses the option of having tables and/or small pop-up tents (not to exceed 10' x 10') outside for sale merchandise. We'd also like to place two banners (3' x 8') alongside Hwy 42 so visitors coming into town are aware of the event - one in Noble Square and the other at TOH Shops.

One change from previous years is we will not be having a trolley as use of the trolley for this event has been declining over recent years.

We do not expect to need assistance from the fire department or law enforcement for this event.

To: Town board

From: Town staff

#### Request:

Visit Fish Creek Special Event Request for Jack O' Lantern Days October 24-26, 2025.

#### Background:

VFC is requesting use of the Old Town Hall, Clark Park, and Fish Creek Park, as well as permission to place banners at Noble Square and the corner of F & 42. They are also requesting assistance from law enforcement and the fire department for the parade. This is a recurring event consistent with prior requests. For 2025, a notable change is that no games will be held in Clark Park; the space will be used solely for parade staging and lineup and costume awards afterward.

#### Analysis:

The schedule of events is outlined in the event request and includes family entertainment, a magic show, a parade and costume march, trick-or-treating throughout businesses in Fish Creek, a haunted trail, and trolley drop sites. Different this year is that Clark Park will be used only for parade staging and the costume contest. No games or other programming are planned for that location.

#### **Recommendation:**

Staff has reviewed and supports this application.

#### Fiscal Impact:

No fiscal impact to the town. VFC has asked for assistance from Chief Roesch and the fire department with the costume march.

	SPECIAL EVENT REQUEST				
Organization Name:	Visit Fish Creek				
Address:	PO Box 74				
	Fish Creek, WI 54212				
Phone:	920-365-6686				
Requestor/Agent Name:	Sara Lancaster - VFC Membership & Office Manager				
Phone:					
T (D) (W:)	TYPE OF REQUEST				
Temp License (Beer) (Wine)					
Direct Sales:	<u></u>				
Use of Town Property:	^				
Temp. Structure Permit:					
	EVENT INFORMATION				
Event Name:					
Date(s) of Event:	Friday, October 24 - Sunday October 26, 202				
Time(s) of Event:	Friday (FC Park Only) 9 am-8pm; Saturday 9 am until 10pm; Sunday (FC Park Only)				
Site Location:	Fish Creek Park (Haunted Trail), Clark Park (Parade)				
Alternative Site:	and OTH (family entertainment)				
Fundraiser?	YesNo_X				
Funds Recipient:					
Address:					
Phone:					
	EVENT DESCRIPTION				
Please supply any additional	information about your event that would be helpful to the Town of				
Gibraltar in reviewing your ro	equest:				
See attached. Minimal ch	equest: nanges from previous years.				
	TOWN DECOLIDERS				
D1.	TOWN RESOURCES				
Pie	ease indicate if you need municipal services*				
Circle all needed:					
Fire D	epartment Law Enforcement Public Works				
*There may t	be a \$25 fee/department charged for municipal services,				
,	CIDDALTAD TOWN DOADD ACTION				
Request heard at meeting o	GIBRALTAR TOWN BOARD ACTION				
ACCEPTED:	Permit Number Issues by Clerk				
NOT ACCEPTED:	Fee required				
REASON:	rec requireu				
11111111111					

#### Jack O'Lantern Days 2025 Event Description

For 2025, Visit Fish Creek plans to follow a similar schedule of events (see below) and are requesting the following:

- Requesting use of Old Town Hall on Saturday, October 25 for family entertainment as done the past few years (e.g. Magic Show)
- Requesting use of Fish Creek Park for the Haunted Trail (10/24 (set up), 10/25 (event), 10/26 (tear down).
- Requesting use of Clark Park for costume parade/contest. Costume parade will start at Clark Park and follow the same route as in 2024 (see map below with route in orange). We would request assistance from law enforcement/fire department during the parade to ensure the safety of all those walking in the parade.
- Signage: two 8'x3' banners at Noble Square and corner of 42 & F (TOH Shops).
- Trolley (drop sites to be the same as in 2024)

#### Proposed 2025 Schedule (we are still finalizing details)

Friday 10/24 (afternoon): Set up of Haunted Trail at Fish Creek Park

## Saturday 10/25 (Jack O' Lantern Days and Community Events (based on 2024 event line up):

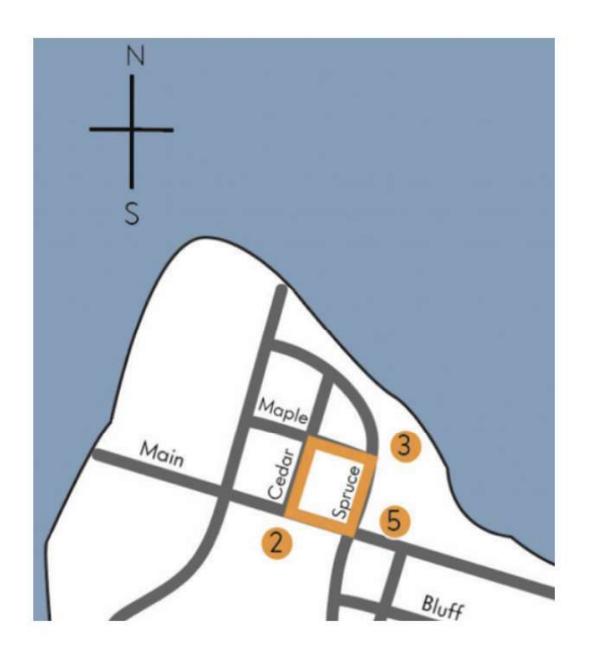
- Gibraltar Fire & Rescue's Open House at Gibraltar Fire Station (am early afternoon)
- 12:30 1:00pm: Bonnie Smith Memorial Halloween Costume Contest & March for Kids, Pets, and Adults at Clark Park
- 1:00 3:00 pm: Trick-or-Treating at participating businesses throughout Fish Creek
- 2pm: Family entertainment at the Old Town Hall (this could change)
- 6:00 8:00pm Fish Creek's Haunted Trail at Fish Creek Park

• All Day (10am - 4pm): Open Door Bird Sanctuary Interactive Raptor Exhibit in Founder's Square

Sunday 10/26 (morning/early afternoon): Tear down of Haunted Trail in Fish Creek Park

**Changes for 2025:** We will not be hosting games in Clark Park as in previous years past. This location will only be used for the parade start and for the parade costume awards afterwards.

## **Jack O'Lantern Day Parade Route**



#### TOWN OF GIBRALTAR PO BOX 850, FISH CREEK, WI 54212 PARK/FACILITY USE APPLICATION

	1 /11(11/1 / 1 / 1 (	TETT CSE			`
Name of Group/Individ	visit Fish Creek (	Haunted Trail) Date	e of Use	10/24/20	25-10/26/2024
					X Fish Creek Parl
	Fire Station	Meeting Room	Town	Hall	
Arrival Time: 9 am	<u>10/24/2</u> 5				
Departure Time: 9 pm	10/26/25				
Size of Group	Limi	t of 135 people in To	wn Hall		
	Person Making	Reservation and A	ccepting R	Responsibility	
Name Sara Lancas			1 8	ı	
Address F			212		
Telephone Number(s)					
Local Telephone	Number,	day		of	event
(9	20) 868-2316		Sign	ed	
	and a	wall.	Date	7/1/20	025
	0				
<b>\$200 DEPOSIT</b>	IS REQUIRE	D			
Town Hall/ Park Fee	Schedule:				
\$ 25.00/8 hou	rs Non-Profit Comm	unity Organization	and local	groups	
\$ 75.00 Taxpa	yer				
\$150.00 Non-	Гахрауег				

\$200.00 Deposit

**Fire Station Fee Schedule:** 

\$ 25.00/8 hours Non Profit Community Organization and local groups

\$ 60.00 Resident

\$100.00 Non-Resident

#### STAGE/KITCHEN \$25 MORE.

If cancellation is received less than 15 days before the event, there will be a \$75 charge.

Funds are deposited upon receipt. No credit card payments.

All fees are on a per use basis. The Gibraltar Town Board reserves the right to Determine fee schedule status of any/all organizations/individuals.

We understand that any group using the Hall/Park will leave it in as good a condition as it was found. We further agree to be responsible for paying any extra cleaning/maintenance from our deposit that may be necessary after use of the Hall/Park by our group. All clean up is our responsibility and the deposit is not the limit of our liability. The Town Office will refund deposit upon approval. Any accidents or problems are to be reported immediately to the Town Office (920) 868-1714, or Travis Thyssen at (920) 421-3323. Future use of the Hall/Park may be prohibited to any group who does not observe the enclosed regulations.

Please contact the Town Office at 920-868-1714 to make arrangements for the pickup/return of the Town Hall Key.

#### TOWN OF GIBRALTAR PO BOX 850, FISH CREEK, WI 54212 PARK/FACILITY USE APPLICATION

Name of Group/Individual	Visit Fish Creek	Date	10/25/2025 (Ja of Use	ick O'Lantern I	Days/Costume Parade —
Check One: Sunset B					
	_Fire Station Meeting	g Room	Town Hall		
Arrival Time: 11 am 10/25/25	6 (Parade steps off at 1	pm followed by	/ awards)		
Departure Time: 3 pm 10/25	5/25				
Size of Group	Limit of 135	people in Tow	vn Hall		
P	erson Making Reserv	ation and Acc	cepting Respor	nsibility	
Name_ Sara Lancaster (Mem	bership & Office Manag	ger)			
AddressF	PO Box 74 Fish Creek, \				
Telephone Number(s)	920-945-9467 (Sara)				
Local Telephone	Number,	day	c	of	event
262-9	45 <b>-</b> 9467 <sub>//</sub>		Signed		
202-9	gu Inah	_	Date	7/1/2025	
	U				
\$200 DEPOSIT IS I	REQUIRED				
Town Hall/ Park Fee Sched	ule:				
\$ 25.00/8 hours Non-	-Profit Community O	rganization a	nd local group	os	
\$ 75.00 Taxpayer					
\$150.00 Non-Taxpay	er				
\$200.00 Deposit					
•					
Fire Station Fee Schedule:					
\$ 25.00/8 hours Non	<b>Profit Community O</b>	rganization a	and local grou	ps	

\$60.00 Resident

\$100.00 Non-Resident

#### STAGE/KITCHEN \$25 MORE.

If cancellation is received less than 15 days before the event, there will be a \$75 charge.

Funds are deposited upon receipt. No credit card payments.

All fees are on a per use basis. The Gibraltar Town Board reserves the right to Determine fee schedule status of any/all organizations/individuals.

We understand that any group using the Hall/Park will leave it in as good a condition as it was found. We further agree to be responsible for paying any extra cleaning/maintenance from our deposit that may be necessary after use of the Hall/Park by our group. **All clean up is our responsibility and the deposit is not the limit of our liability.** The Town Office will refund deposit upon approval. Any accidents or problems are to be reported immediately to the Town Office (920) 868-1714, or Travis Thyssen at (920) 421-3323. Future use of the Hall/Park may be prohibited to any group who does not observe the enclosed regulations.

Please contact the Town Office at 920-868-1714 to make arrangements for the pickup/return of the Town Hall Key.

## TOWN OF GIBRALTAR PO BOX 850, FISH CREEK, WI 54212 PARK/FACILITY USE APPLICATION

Name of Group/Indi	vidualVisit Fish Creek (	Haunted Trail)	of Use	10/25/2	2025
	Sunset Beach Park				
	Fire Station	Meeting RoomX	Town Ha	ıll	
Arrival Time: 12	pm 10/25/25				
Departure Time: 6	om 10/25/25				
Size of Group	Limi	t of 135 people in Tow	n Hall		
	Person Making	Reservation and Acc	epting Resp	ponsibility	
Name_ Sara Land	aster (Membership & Office	e Manager)			
Address	PO Box 74 Fish		4.0		
Telephone Numbe	r(s) 920-945-94	67 (Sara)			
Local Telephone	Number,	day		of	event
	262-945-9467	1	Signed		
	gue	with the same of t	Date	7/1/2025	
	U				
\$200 DEPOS	SIT IS REQUIRE	$\mathbf{D}$			
Town Hall/ Park	Fee Schedule:				
\$ 25.00/8	nours Non-Profit Comm	unity Organization a	nd local gro	oups	
\$ 75.00 Ta	xpayer				

\$150.00 Non-Taxpayer

\$200.00 Deposit

**Fire Station Fee Schedule:** 

\$ 25.00/8 hours Non Profit Community Organization and local groups

\$60.00 Resident

\$100.00 Non-Resident

#### STAGE/KITCHEN \$25 MORE.

If cancellation is received less than 15 days before the event, there will be a \$75 charge.

Funds are deposited upon receipt. No credit card payments.

All fees are on a per use basis. The Gibraltar Town Board reserves the right to Determine fee schedule status of any/all organizations/individuals.

We understand that any group using the Hall/Park will leave it in as good a condition as it was found. We further agree to be responsible for paying any extra cleaning/maintenance from our deposit that may be necessary after use of the Hall/Park by our group. **All clean up is our responsibility and the deposit is not the limit of our liability.** The Town Office will refund deposit upon approval. Any accidents or problems are to be reported immediately to the Town Office (920) 868-1714, or Travis Thyssen at (920) 421-3323. Future use of the Hall/Park may be prohibited to any group who does not observe the enclosed regulations.

Please contact the Town Office at 920-868-1714 to make arrangements for the pickup/return of the Town Hall Key.

To: Town Board

From: Staff (VFC)

#### Request:

Special Event Request from Visit Fish Creek, in collaboration with GHA and Gibraltar Fire and Rescue, for Hometown Holiday event on December 6, 2025.

#### Background:

The Hometown Holiday event, featuring photos with Santa and a tree lighting, is an annual event to kick off the holiday season. This is a recurring approval. The Town Board has approved this event in previous years. The 2025 request is consistent with prior submissions. This is a local event that is low profile and creates a festive environment for the community to celebrate the arrival of winter and the holiday season.

#### **Analysis:**

Set up will take place on December 5. The event will include photos with Santa at the Old Town Hall provided by Gibraltar Fire and Rescue, held prior to the tree lighting at Noble Square. Gibraltar Area Schools will host a bake sale during the photo event, with proceeds to benefit a local family. The request includes a banner at Noble Square and possibly at the Top of the Hill Shops.

#### **Recommendation:**

Staff recommends approval.

#### Fiscal Impact:

There is no fiscal impact to this request.

	SPECIAL EVENT REQUEST			
Organization Name:	Visit Fish Creek			
Address:	PO Box 74			
DI.	Fish Creek, WI 54212			
Phone:	(920) 868-2316			
Requestor/Agent Name:	Sara Lancaster, Visit Fish Creek Office & Membership Manager			
Phone:	262-945-9467			
	TYPE OF REQUEST			
Temp License (Beer) (Wine)				
Direct Sales:				
	X Old Town Hall for Photos with Santa and banners advertising the event			
Temp. Structure Permit:				
Event Name:	EVENT INFORMATION Hometown Holiday			
Date(s) of Event:	Saturday, Dec. 6, 2025			
Time(s) of Event:	Set up 12/5 starting at 12 pm; Saturday 12/6 all day			
Site Location:	OTH/Banners at Noble Square and possibly TOH Shops			
Alternative Site:				
Γ 1	M. V			
Fundraiser? Funds Recipient:	Yes X No No See description on additional page			
Address:				
Phone:				
	EVENT DESCRIPTION			
Please supply any additional	information about your event that would be helpful to the Town of			
Gibraltar in reviewing your re	· · · · · · · · · · · · · · · · · · ·			
See attached.				
	TOWN RESOURCES			
Ple	ease indicate if you need municipal services*			
	Circle all needed:			
Fire D	epartmentlaw EnforcementPublic Works			
*There may b	be a \$25 fee/department charged for municipal services,			
(	GIBRALTAR TOWN BOARD ACTION			
Request heard at meeting of	n:			
ACCEPTED:	Permit Number Issues by Clerk			
	Fee required			
REASON:				

#### Hometown Holidays Description

Once again, Visit Fish Creek in collaboration with Gibraltar Fire & Rescue and Gibraltar Historical Association, is bringing old fashioned, family friendly holiday cheer to Fish Creek with Hometown Holidays. Specifically, we are requesting use of the Old Town Hall for Photos with Santa (in collaboration with Gibraltar Fire & Rescue) prior to GHA's annual tree lighting at Noble Square. Gibraltar School will be hosting a bake sale during Photos with Santa, while the donations collected for the photos will benefit a local family.

We would also like to request hanging two banners to advertise the event: one at Noble Square and possibly a second banner at Top of the Hill Shops.

# TOWN OF GIBRALTAR PO BOX 850, FISH CREEK, WI 54212 PARK/FACILITY USE APPLICATION

		EIII CSE I		11101	•
V Name of Group/Individua	jsit Fish Creek (Hom	etown Holiday) Date	ofUse	12/5-	12/6/2025
Check One: Sur					
	Fire Station M	eeting RoomX	Town Hall	l	
Arrival Time: 12 pm	<u>12/5/2</u> 5				
Departure Time: 10 pm	12/6/25				
Size of Group	Limit o	f 135 people in Tov	vn Hall		
	Person Making R	eservation and Ac	cepting Respo	onsibility	
Name_ Sara Lancaster	(Membership & Office N	Manager)			
Address PC	D Box 74 Fish C	reek, WI 542	12		
Telephone Number(s)	920-945-946	7 (Sara)			
Local Telephone	Number,	day		of	event
26	<b>2-945-9467</b>		Signed		
	au de	w.	Date	7/1/20	025
	U J				
\$200 DEPOSIT	IS REQUIRED				
Town Hall/ Park Fee S	chedule:				
\$ 25.00/8 hours	Non-Profit Commun	ity Organization a	nd local grou	ıps	
\$ 75.00 Taxpay	er				
\$150.00 Non-Ta	axpayer				
\$200.00 Deposit	t				

**Fire Station Fee Schedule:** 

\$ 25.00/8 hours Non Profit Community Organization and local groups

\$60.00 Resident

\$100.00 Non-Resident

#### STAGE/KITCHEN \$25 MORE.

If cancellation is received less than 15 days before the event, there will be a \$75 charge.

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Please contact the Town Office at 920-868-1714 to make arrangements for the pickup/return of the Town Hall Key.

To: Town Board From: Staff

#### Request:

Approve additional 205-26 Operator Licenses

#### Background:

2025-2026 Operator Licenses were approved at the June 2025 Town Board Meeting. Additional applications for operator licenses were received as follows:

Juan Gonzalez, Hill Street (Renewal) Juan Pablo Escobar, Cut (New) William A. Gomez, Cut (New) Hannah Marks, Wild Tomato/Cut (Renewal) Susan Piper, Northern Sky (Renewal) Rebecca Delisle, Northern Sky (Renewal) Lawrence Galuszka, Northern Sky (Renewal) Scout Feldman, Northern Sky (Renewal) Elliot Thieme, Alexander's (New) Regan L. Spangler, Pelletier's (Renewal) Gabriel Lettie, Pelletier's (Renewal) Sheila Boeck, Pelletier's (Renewal) Georgia Fried, Peninsula Players (New) Alexandria Pio, Peninsula Players (New) Michael Mitchell, Peninsula Players (Renewal)

Rebecca Stockhaus, Peninsula Players (Renewal)
Sebastian Williams, Cut (New)
Sultona Lone, Cut (New)
Shawn Jensen, Barringers (Renewal)
Shane Krueger, Hill Street (Renewal)
Brian Jensen, Barringers (Renewal)
Kevin Korte, Hill Street (Renewal)
Logan Devroy, Hill Street (Renewal)
Kaitlin Parisi, Cut (New)
Joseph Treadway, Cut (New)
Carrie Viste, Lautenbach's (Renewal)
Renee Iding, Lautenbach's (Renewal)
Erin Lautenbach, Lautenbach's (New)

Hannah Kwak, Peninsula Players (New)

#### **Analysis:**

Staff has reviewed and done background checks on the applications. All servers have completed necessary responsible server course and paid application fee.

#### Recommendation:

Staff requests approval of additional operator licenses

#### Fiscal Impact

None, other than budgeted licensing fees.

#### **2025-26 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. Laura Anschutz, Peninsula Gun Club (Renewal)
- 11. Melanie H. Hass, Peninsula Gun Club (Renewal)
- 12. Cody Hoffmann, Peninsula Gun Club (Renewal)
- 13. Marcella Krause, Kettle Black (Renewal)
- 14. Steven Devroy, Welcker's Lounge (Renewal)
- 15. Rebecca Fairchild, Alpaca to Apparel (Renewal)
- 16. Trent Snyder, The DC Cherry Hut (New)
- 17. Abbey Tierney, The DC Cherry Hut (New)
- 18. Eric D. Roberts, Hands On (New)
- 19. Cristina Cruz-Jones, Fish Creek Market (New)
- 20. Brandon Fabry, Bayside (Renewal)
- 21. Elli Michelsen, Bayside (New)
- 22. Juan Gonzalez, Hill Street (Renewal)
- 23. Juan Pablo Escobar, Cut (New)
- 24. William A. Gomez, Cut (New)
- 25. Hannah Marks, Wild Tomato/Cut (Renewal)
- 26. Susan Piper, Northern Sky (Renewal)
- 27. Rebecca Delisle, Northern Sky (Renewal)
- 28. Lawrence Galuszka, Northern Sky (Renewal)
- 29. Scout Feldman, Northern Sky (Renewal)
- 30. Elliot Thieme, Alexander's (New)
- 31. Regan L. Spangler, Pelletier's (Renewal)
- 32. Gabriel Lettie, Pelletier's (Renewal)
- 33.Sheila Boeck, Pelletier's (Renewal)

- 34. Georgia Fried, Peninsula Players (New)
- 35. Alexandria Pio, Peninsula Players (New)
- 36. Michael Mitchell, Peninsula Players (Renewal)
- 37. Hannah Kwak, Peninsula Players (New)
- 38. Rebecca Stockhaus, Peninsula Players (Renewal)
- 39. Sebastian Williams, Cut (New)
- 40. Sultona Lone, Cut (New)
- 41. Shawn Jensen, Barringers (Renewal)
- 42. Shane Krueger, Hill Street (Renewal)
- 43. Brian Jensen, Barringers (Renewal)
- 44. Kevin Korte, Hill Street (Renewal)
- 45. Logan Devroy, Hill Street (Renewal)
- 46. Kaitlin Parisi, Cut (New)
- 47. Joseph Treadway, Cut (New)
- 48. Carrie Viste, Lautenbach's (Renewal)
- 49. Renee Iding, Lautenbach's (Renewal)
- 50. Erin Lautenbach, Lautenbach's (Renewal)
- 51. Annemarie Kafka, Lautenbach's (New)

To: Town Board

From: Staff/Plan Commission

#### Request:

Appoint an alternate member to the Plan Commission.

#### **Background:**

The Plan Commission was established by Ordinance 2003-02 pursuant to Wis. Stat. § 60.62(4). In 2022, the ordinance was amended to allow for the appointment of an alternate member. The alternate may participate in meetings and vote only when a regular member is absent, helping to ensure quorum and continuity of Commission business. A vacancy currently exists in the alternate position following the departure of Wayne Kudick, who previously served in that role and has since moved out of the area. At its May 28, 2025 meeting, the Plan Commission discussed the ongoing need for an alternate and formally requested that the Town Board fill the vacancy.

#### **Analysis:**

The Plan Commission plays a key advisory role in reviewing zoning and land use matters, including conditional use permits, comprehensive plan updates, watershed planning, and related topics. Maintaining a full Commission helps ensure timely review of applications and avoid delays in scheduling. An alternate member is particularly important during seasonal absences, such as when members are out of town during the winter months, to help maintain quorum and allow business to proceed without interruption.

#### **Recommendation:**

Chair Sohns will nominate an individual to serve as the alternate member of the Plan Commission. The Town Board may approve or deny the appointment.

#### **Fiscal Impact:**

There is no fiscal impact.

To: Town Board From: Staff

#### **Request:**

Consideration of submission of written testimony to the Resource Planning Committee regarding a proposed zoning amendment allowing minimum lot size exemption for public purpose.

#### Background:

The RPC has scheduled a public hearing for July 17, 2025, to consider a proposed amendment to the Door County Comprehensive Zoning Ordinance. The amendment, sponsored by the RPC, would create an exemption from the minimum lot size requirement for parcels established for a public purpose. If adopted, this amendment would give municipalities the ability to create lots smaller than the current minimum size when such parcels serve a public use (e.g., parks, utility structures, trail access). Written testimony regarding the proposed amendment must be submitted to the RPC by July 15, 2025. The Town of Gibraltar has the opportunity to provide feedback in advance of the public hearing.

#### Analysis:

The proposed amendment may benefit the Town by offering flexibility in future planning efforts involving municipal land uses, particularly in areas where geographic constraints make compliance with minimum lot sizes difficult. It also provides a tool for more efficiently establishing public infrastructure or amenities without requiring zoning variances. Administrator Thyssen will be at the hearing for the Rey Rey Properties Conditional Use Permit and would testify to the Board's position on the proposed amendment at that time.

#### Recommendation:

Direct staff to prepare and submit written testimony to RPC in support of or in opposition to proposed zoning amendment allowing for a minimum lot size exemption for public purpose.

#### Fiscal Impact:

None.



## County of Door LAND USE SERVICES DEPARTMENT

County Government Center 421 Nebraska Street Sturgeon Bay, WI 54235

June 30th, 2025

To: Town Chairs, Clerks, & Plan Commission Chairs

From: Karyn Behling, Director

Re: Door County Comprehensive Zoning Ordinance Public Purpose Minimum Lot Size

Exemption

There will be a public hearing on July 17<sup>th</sup> at 3pm, regarding a proposed amendment to the Door County Comprehensive Zoning Ordinance, that would allow for a minimum lot size exemption for a public purpose. The Resource Planning Committee is sponsoring this amendment which would allow Door County and other Municipalities within the County to create lots, that do not meet minimum lot size requirements, for a public purpose, i.e., public safety communication towers, parks, water filling station, etc. See the attached proposed amendment and the public hearing notice.

If you would like to submit written testimony for the public hearing, regarding this proposed amendment, it must be received by our office, on or before July 15<sup>th</sup>. I also welcome you to attend the hearing in person and provide verbal testimony.

Please let me know if you have any questions.

Thank you!

#### Attachments:

- Proposed amendment to s. 3.04(1), Lot Requirements, Door County Comprehensive Zoning Ordinance
- Notice, July 17<sup>th</sup>, 2025, Resource Planning Committee Public Hearing

**3.03 Multiple occupancy development requirements.** (This section deleted effective 5 Oct. 1998; Ord. 22-98) (For Multiple Occupancy Development Requirements, see Section 4.08(8) (Typographical errors corrected: 20 Sept. 2016; Ord. 2016-14)

#### 3.04 Lot requirements.

- (1) No lot shall hereafter be created which does not meet the minimum width and area requirements of this Ordinance. No lot shall be so reduced that it fails to meet any density, dimensional, or other requirement of this Ordinance. Except as provided in sub. (a), no lot shall be created, altered or reduced in a way that it fails to meet any density, dimensional, or other requirement of this Ordinance (Amended: 20 Sept. 2016; Ord. 2016-14)
  - (a) For a public purpose, a Municipality within the boundaries of Door County or the County of Door may create lots which do not meet density, dimensional, or other requirements of this ordinance, subject to the following:
    - 1. The parent parcel shall contain no violations of any County ordinance at the time of its division.
    - 2. The lot created for a public purpose shall not be required to meet density, dimensional, or other requirements of this ordinance.
    - 3. The remaining lot shall not be required to meet the minimum lot area and width requirements of this ordinance.
    - 3. The lot created for a public purpose and the remaining lot shall be considered a lot of record.
    - 4. Any development, structures, or buildings on a lot created for a public purpose are exempt from setback and impervious surface ratio requirements described in Chapter 3 of this ordinance.
    - 5. Any lot created for a public purpose may only be transferred to another Municipality within the boundaries of Door County, the County of Door, or an adjoining property owner who shall combine the lots.
    - 6. A certification of zoning shall be recorded at the Register of Deeds for the lot created for a public purpose and the remaining lot, if the remaining lot does not meet the minimum width and area requirements, and shall include all the conditions that affect each lot at the time of the division.
- (2) Lot of record required. Every building hereafter erected, structurally altered, or relocated shall be placed on a lot of record.
- (3) Access to road. No lot shall hereafter be created nor any building placed on a lot which does not have an access to a public road or a private road which is described and recorded in the Door County Register of Deeds office. The property owner shall be responsible for securing such access.

### NOTICE OF PUBLIC HEARING BEFORE THE DOOR COUNTY, WI RESOURCE PLANNING COMMITTEE

#### DOOR COUNTY GOVERNMENT CENTER 421 NEBRASKA ST. STURGEON BAY, WI 54235

A public hearing and subsequent business meeting will be held by the Door County Resource Planning Committee (RPC) on Thursday, July 17, 2025 in the Door County Government Center Chambers Room (C102, 1st Floor).

#### Applicants and others who wish to offer oral testimony must attend in person.

Members of the public who wish to simply monitor/observe the hearing and meeting may attend in person, or do so remotely by computer using the link below, or via the Zoom smartphone app, or by calling (312) 626-6799.

Link: https://us02web.zoom.us/j/87098804180?pwd=JzuxafmwapOAnQflaWptasLlxjlaSK.1

Zoom Webinar ID: 870 9880 4180

Passcode: 567941

The hearing will begin at 3:00 p.m. to give consideration to the applications below for a Map Amendment, a Conditional Use Permit, and a Text Amendment, as specified in the Door County Comprehensive Zoning Ordinance.

#### LIBERTY GROVE

William Andersen, Registered Agent of OHCE LLC, petitions to rezone the eastern 20 acres of parcel ID 018-01-02312824 from Heartland-10 (HL-10) to Light Industrial (LI) in order to subdivide the property into smaller lots. The property is located on CTH ZZ near the intersections of Appleport Rd and Hill Rd.

A map showing the property affected by the rezoning proposal is available for viewing and/or purchase from the Door County Land Use Services Department during normal business hours.

#### **GIBRALTAR**

Caroline Reyment, on behalf of Rey Rey Properties LLC, requests a Conditional Use Permit to establish a Private School (private preschool) within Condominium Unit #4-A of the building addressed 4140 Bluff Lane. The Private School use shall be authorized by a Conditional Use Permit in the Village Commercial (VC) zoning district.

#### DOOR COUNTY COMPREHENSIVE ZONING ORDINANCE TEXT AMENDMENT

The Resource Planning Committee is sponsoring a text amendment to Section 3.04 of the Door County Comprehensive Zoning Ordinance to allow substandard lots to be created by a municipality for a public purpose.

The proposed text amendment is available for viewing and/or purchase from the Door County Land Use Services Department during normal business hours.

The purpose of a hearing is to allow parties to explain how their interests are affected, how the public is affected, and to bring out any facts pertinent to the case related to public health, safety, convenience, and general welfare.

Written testimony will be accepted on 8 1/2" x 11" paper, or by email to <a href="LUSdepartment@co.door.wi.us"><u>LUSdepartment@co.door.wi.us</u></a>, and must be received 48 hours prior to the day of the hearing. Anonymous correspondence will not be accepted. Letters are available for inspection upon request. Letters are entered into hearing records, but are not read aloud. Please note: Correspondence or testimony submitted for town-level proceedings does NOT get forwarded to the county.

All application materials may be viewed on-line approximately four business days before the hearing at <a href="https://www.co.door.wi.gov/AgendaCenter">https://www.co.door.wi.gov/AgendaCenter</a>. Additional materials may be posted up until 4:30 p.m. the day before the hearing.

The list of names to whom this notice was sent by regular mail is available upon request.

Hugh Zettel, Chairperson Resource Planning Committee c/o Land Use Services Dept. Door County Gov't. Center 421 Nebraska St. Sturgeon Bay, WI 54235 Phone: (920) 746-2323 FAX: (920) 746-2387

Publication Dates: June 27th & July 4th 2025

6/24/2025

To: Town Board

From: Staff / Plan Commission

#### Request:

Approval of amended architectural design standards ordinance.

#### **Background:**

At its May 14, 2025 meeting, the Town Board approved Ordinance 2025-02, establishing Architectural Design Standards, requesting a minor change to language referencing Figure 1A. Staff was directed to forward the ordinance to Door County Corporation Counsel for review. At its June 2025 meeting, the Plan Commission approved changes to the ordinance to clarify the treatment of repainting. The revisions clarify that repainting using the same color, original color, or white is exempt from review, while any change to a different exterior color requires Plan Commission approval under the Design Standards compliance process. Corporation Counsel confirmed the ordinance, with the amendments does not conflict with County zoning ordinances. The only note was that County size/scale restrictions still apply. A formal letter from Corp Counsel is forthcoming.

#### **Analysis:**

The amended ordinance presented reflects the version approved by the Town Board at its May meeting with subsequent revisions by the Plan Commission. The ordinance now provides clearer guidance by distinguishing exempt repainting activities from those requiring Plan Commission review. This clarification enhances consistency in applying the Design Standards while reducing unnecessary oversight for routine maintenance. Corporation Counsel's review provides assurance that the amended ordinance aligns with County zoning regulations. Adoption of the revised draft will complete the ordinance process and allow for implementation.

#### Recommendation:

Plan Commission recommendation to adopt Ordinance 2025-02 – Architectural Design Standards, as amended.

#### Fiscal Impact:

There is only the posting cost in the paper that is covered under a budget line expense.

#### clerk

From: DONOHUE, SEAN <sdonohue@co.door.wi.us>

**Sent:** Friday, June 27, 2025 10:51 AM

To: clerk

Cc: BEHLING, KARYN

**Subject:** RE: Review of proposed ordinance

Hi Laura,

The Land Use Services Department and I have completed our review of the Town's Architectural Design Standards Ordinance. I have also reviewed the amendments to the ordinance you provided. The Town can expect a formal letter from me regarding the ordinance soon.

In the meantime, I can tell you that neither the Land Use Services Department or I see any concerning conflict with the Door County Zoning Ordinances. A potential area of overlap is the size/scale portion of the Architectural Design Standards Ordinance. Door County regulates the size of structures in certain situations. The Town needs to be aware that projects must comply with the County's zoning ordinances, including any size/scale restriction, despite what the Town approves. This said, I don't see the matter being an issue.

I will email my formal response to you, probably early next week. Have a great weekend.

Sincerely,

Sean Donohue

Door County Corporation Counsel County Government Center 421 Nebraska Street Sturgeon Bay, WI 54235 Phone: (920) 746-2227

This e-mail message may contain information which is subject to the attorney-client privilege and/or attorney work-product doctrine and therefore confidential. Any unauthorized review, disclosure, dissemination, duplication or use is prohibited. If you are not the intended recipient or receive this e-mail message in error, please notify this office immediately and delete or destroy the original and all copies.

From: clerk <clerk@gibraltarwi.gov> Sent: Friday, June 27, 2025 9:24 AM

To: DONOHUE, SEAN <sdonohue@co.door.wi.us>; Corporation Counsel <CorporationCounsel@co.door.wi.us>

**Cc:** BEHLING, KARYN < kbehling@co.door.wi.us> **Subject:** RE: Review of proposed ordinance

Hi Sean

The Plan Commission made some amendments to the ordinance, which are highlighted in yellow. In your review of the ordinance, please use the attached version.

Laura M. Reetz

Clerk Town of Gibraltar PO Box 850 Fish Creek, WI 54212 Telephone: (920) 868-1714 Fax (920) 868-9425 Population 1,302

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: DONOHUE, SEAN <sdonohue@co.door.wi.us>

Sent: Monday, June 9, 2025 9:52 AM

To: clerk <clerk@gibraltarwi.gov>; Corporation Counsel <CorporationCounsel@co.door.wi.us>

**Cc:** BEHLING, KARYN < <u>kbehling@co.door.wi.us</u>> **Subject:** RE: Review of proposed ordinance

Hi Laura,

I have not had a chance to review it yet, but it is on my short list of things to do. Hopefully, I will be able to get it reviewed this week.

Sincerely,

Sean Donohue

Door County Corporation Counsel County Government Center 421 Nebraska Street Sturgeon Bay, WI 54235 Phone: (920) 746-2227

This e-mail message may contain information which is subject to the attorney-client privilege and/or attorney work-product doctrine and therefore confidential. Any unauthorized review, disclosure, dissemination,

## TOWN OF GIBRALTAR ORDINANCE NO. 2025-02 ARCHITECTURAL DESIGN STANDARDS

Ordinance 2025-02 shall repeal and replace any previous ordinance(s) in whole or part, or any other ordinances that contradict this new Ordinance.

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

#### **Purpose**

To promote the orderly development and redevelopment of the built environment in a manner that preserves and enhances the historical, rural, and small-town character of the Town of Gibraltar and to protect the aesthetic integrity and cultural identity of the Town. The standards are intended to guide development in a way that balances individual expression with community values, ensuring that new construction, renovations, and additions are compatible with the Town's historic character.

#### State Statutes Adopted – Authority

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

#### **Background**

In 2023, the Town of Gibraltar adopted its 2023-2043 Comprehensive Plan as obligated by State Statute (Wis. Stats. 66.1001). The long-range plan reflects the community's shared vision and priorities for the future of the Town and is meant to guide the Town's decision-making in shaping that vision. These Architectural Design Standards are meant to contribute to the fulfillment of the Town of Gibraltar's Comprehensive Plan, 2023-2043 - Goal 2.1: The historical character of the Town's small communities, Fish Creek, Juddville and Maple Grove and its outlying areas are preserved for its residents, visitors and future generations.

#### Intent

The architectural design standards are intended to protect and preserve the small-town historical character of Fish Creek that gives residents a sense of belonging, draws visitors back again and again, and keeps small businesses thriving in the heart of its downtown. These architectural design standards, along with your own creativity and/or that of your chosen designer, are meant to give your building, business or home, its own personality while complementing the overall historical character of the Town.

Note: Consultation with the local Gibraltar Historical Association is recommended for any building that may have historical value.

These standards are encouraged through the entire Town of Gibraltar. However, they are required in the following locations as depicted on the attached map (Attachment A):

#### **Locations Where Standards are Required**

- Both sides of Main Street from the intersection of Hwy 42, west to the water's edge at Sunset Park.
- Both sides of Highway 42 from and including 3970 Highway 42 west to and including 9405 Highway 42 and including Founders Square.
- Both sides of Cottage Row from Ula Street & Spruce Street to the intersection with Cottage Row Court.
- Both sides of Hill Street, Bluff Lane, Spruce Street, Maple Street, Cedar Street, Cedar Court, Ula Street, Evergreen Street, and Cottage Row Court.

#### **Architectural Design Standards to Preserve the Character of Fish Creek**

The following architectural design standards are meant to be used for new construction, rebuilds, and the remodeling or rehabilitation of commercial or residential buildings.

**Size/Scale** – Should be consistent with the buildings in attached Figure 1A.

**Roof Style** – Gabled, multi-gabled, or hip with or without dormers. False fronts along the roof edge should only be used for rebuilds or to replace an existing roof of the same style.

**Roof Materials** – Wood, asphalt, or standing seam. Additionally, metal is allowed as an accent or for hidden areas behind a false front.

**Exterior Siding Materials** – Wood, engineered wood, fiber cement products, or any material consistent with the historic or architectural aesthetic of the area. Materials must visually resemble clapboard. No vertical metal siding is permitted.

**Exterior Masonry Materials** – Natural local dolomite stone, granite, or stone-like products consistent with the historic or architectural aesthetic of the area.

**Exterior Color** – Exterior colors should be in neutral tones. Acceptable colors include white, light beige, taupe, gray, cream, and other muted or natural shades that complement the surrounding environment and are consistent with the historic or architectural aesthetic of the area. Black can be used for accents on trims or shutters. Matte finishes only. No patterns. Any change to an exterior building color other than the current color, original color, or white requires Gibraltar Plan Commission review and approval as outlined under the Minor Work Exemptions section.

**Windows** – Single or multiple panes. No more than 30% glass on the street side of the building. Shutters can be used as an accent.

**Doors/Entryways** – Should complement other architectural features. A roof over an entryway is encouraged. No sliding patio door or garage door entryways on the street side of the building unless for motorized vehicle garage usage.

**Porches** – If added, porches should be covered and consistent with the historic or architectural aesthetic of the area and complement other architectural features. "Other architectural features" refers to elements like the overall style, material choices, and design elements that are consistent with the historic or architectural aesthetic of the area. No uncovered decks allowed on the street-side of the building.

**Balconies, Towers, or Cupolas** – If added, should complement other architectural features. "Other architectural features" refers to elements like the overall style, material choices, and design elements that are consistent with the historic or architectural aesthetic of the area. Any glass will count toward the 30% glass on the street side of the building.

**Stairways** – No outside stairways to a second floor on the roadside of a building.

**Exterior Lighting** – Warm, low level, downcast, and controlled. Use of Dark Sky lighting standards are required. See attached Figure 2A.

#### **Design Review Process**

#### 1. Approval of Compliance Application

Before beginning any type of exterior construction, alteration, or demolition work within the Fish Creek design standards district, an application for a certificate of compliance must be submitted and approved by the Town of Gibraltar Planning Commission. This includes changes in exterior building color if the proposed new color differs from the existing color, original color, or white. Failure to gain such approval or commencing work before approval can result in enforcement action.

\*A certificate of compliance document is a document certifying that a project within the identified Fish Creek Design Standards district meets the standards outlined in Town of Gibraltar ordinances of design standards. Building permits will not be issued within the district without Gibraltar Planning Commission review and approval.

#### 2. Review and Meeting Process

- a. Upon receiving an application for a certificate of compliance (GPC) Gibraltar Planning Commission will review the application materials to ensure that:
  - \*Adequate information has been submitted to evaluate the proposal
  - \*It complies with all Town ordinances and codes
  - \*It is consistent with the Design Standards outlined in this document.
  - \*It meets the requirements in the attached Design Standards Compliance Checklist (Attachment B.)
- Once the application is completed and the necessary materials are provided, the Gibraltar Planning Commission will hold a review hearing at the next regularly scheduled monthly meeting.

#### **Minor Work Exemptions**

Ordinary maintenance and repair will be exempt from design standards application and review if the maintenance or repair is identified as one or more of the exemptions listed.

- \* Repainting the same color, original color or white. Repainting using the existing color, original color, or white is considered a minor work exemption and does not require review. However, any proposed change to an exterior building color other than the current color, original color, or white shall be subject to review and approval by the Gibraltar Plan Commission. The proposed color must comply with the Exterior Color standards outlined in this Ordinance and be approved as part of the Design Standards compliance process.
- \* Replacement of window glass
- \* Installation of temporary mechanical equipment (such as a window air condition unit).
- \* Minor landscape, including vegetable and flower gardens, shrubbery, and tree planting
- \* Pruning of trees and shrubbery
- \* Removal of shrubbery
- \* Repairs to walks, patios, fences and driveways if replacement materials match the existing materials
- \* Replacement of small amounts of missing or deteriorated trim, siding, roof shingles, porch flooring, steps if replacement materials match the existing.
- \* Repainting or other masonry repairs if the replacement materials match the existing materials.
- \* Installation of storm windows and doors if no trim or molding is removed.
- \* Installation or replacement of gutters and downspouts if no trim or molding is removed.
- \* New roof coverings as long as the material and color match the existing roof

#### **Major Work**

- 1. In general, these are items which involve a substantial change in the appearance of a building and will require an application and a review process.
  - Demolition and rebuilding
  - Complete remodel
  - New construction
  - Any change to the exterior building color that differs from the current, original, or white color and is therefore subject to Plan Commission review under the Design Standards
- 2. Completed certificate of Compliance (COC) applications and all supporting materials must be submitted to Town of Gibraltar Planning Commission via Town offices and staff 15 business days prior to the next GPC full commission meeting.

- a. Staff will review the applications to ensure they are complete and provide notification of the public hearing to all property owners within 300 feet of the proposed site.
- b. The applicant will appear before the Commission at the assigned monthly meeting.
- c. The GPC may approve, deny, or suggest modifications to an application to make it acceptable. Hearings may be continued at another meeting if information is required to make a determination. Work may not proceed until the owner has an approved (COC)

#### **How Applications are Evaluated**

- State and local laws give the Town of Gibraltar clear direction on how projects are to be evaluated.
   Under Town of Gibraltar Town Board Direction, the GPC is charged with developing specific policies
   dealing with issues related to projects within the Fish Creek Design Standards District. The Town
   Board appoints full time resident members of the Gibraltar Planning Commission (GPC) who serve
   3-year terms.
- 2. In evaluating a project proposal, the GPC refers to the adopted design standards in this document and utilizes the attached Design Standards Compliance Checklist (Attachment B).
- 3. The standards in this Ordinance are designed to address the more common issues that come before the Commission. The GPC also recognizes that each property in the Fish Creek design standards district has unique qualities and there are sometimes circumstances that warrant exceptions to the adopted standards and policies. It is the responsibility of a property owner to demonstrate to the Commission that an exemption is justified.
- 4. In order for the Commission to deny an application for a COC the Commission must find that the proposed project violates one or more of the design standards.

#### **Appeals Process**

- 1. An aggrieved party may appeal the GPC decision to the Gibraltar Town Board within 30 days after the GPC decision. The responsibility of the Gibraltar Town Board is to hear and decide appeals from any order, decision, requirement, or interpretation made by the GPC. Once the appeal is filed it is the responsibility of the GPC and Town staff to forward all papers related to the action to the Gibraltar Town Board. The Town Board will hold a hearing based on the evidence presented at the GPC. No new evidence may be presented.
- 2. The Gibraltar Town Board will affirm the Planning Commission Decision, deny or remand it back for further review of the GPC.

#### **Enforcement/Fines**

#### 1. Failure to Comply

The Town of Gibraltar reserves the right to charge penalties for failing to obtain a certificate, starting before, or without approval of any Major work projects located in the Design Standards District. Any work to be completed must be presented to the GPC and become approved before

any work commences. This includes failure to obtain a Certificate of Compliance for any exterior building color change that differs from the current, original, or white color. Such color changes are subject to review and approval by the GPC. Performing this type of work without prior approval constitutes a violation of this Ordinance and will be subject to the same enforcement measures and penalties as other unauthorized major work.

Any person, partnership, corporation, limited liability company, or other legal entity that fails to comply with the provisions of this Ordinance, upon conviction will pay a forfeiture of not less than \$100.00 and not more than \$500.00 to be set by the Town Board and recorded on the Town of Gibraltar fee and forfeiture schedule. Together with the costs of prosecution and in rueful default of payment of such forfeiture and cost of prosecution, shall be imprisoned in the County jail until said forfeiture is paid, but not exceeding 60 days. Continued noncompliance will result in continued fines daily until remedies have been met.

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

Any violations of any of the sub-sections of this Ordinance may stipulate guilt or no contest and may pay the Town Clerk. Such payment will make it unnecessary for the subject charged to appear in court and will act as a basis for the court to enter a judgment and order forfeiture of the bond. Forfeitures, penalty assessments, costs and fees shall be disbursed as provided in Wisconsin Statutes, Section 66.12

2. **Permit and fee schedule.** The fines and forfeitures established by the Town of Gibraltar Board of Supervisors shall correlate with the administrative and related costs involved in the compliance monitoring. A schedule of fees is available for review on the Town website.

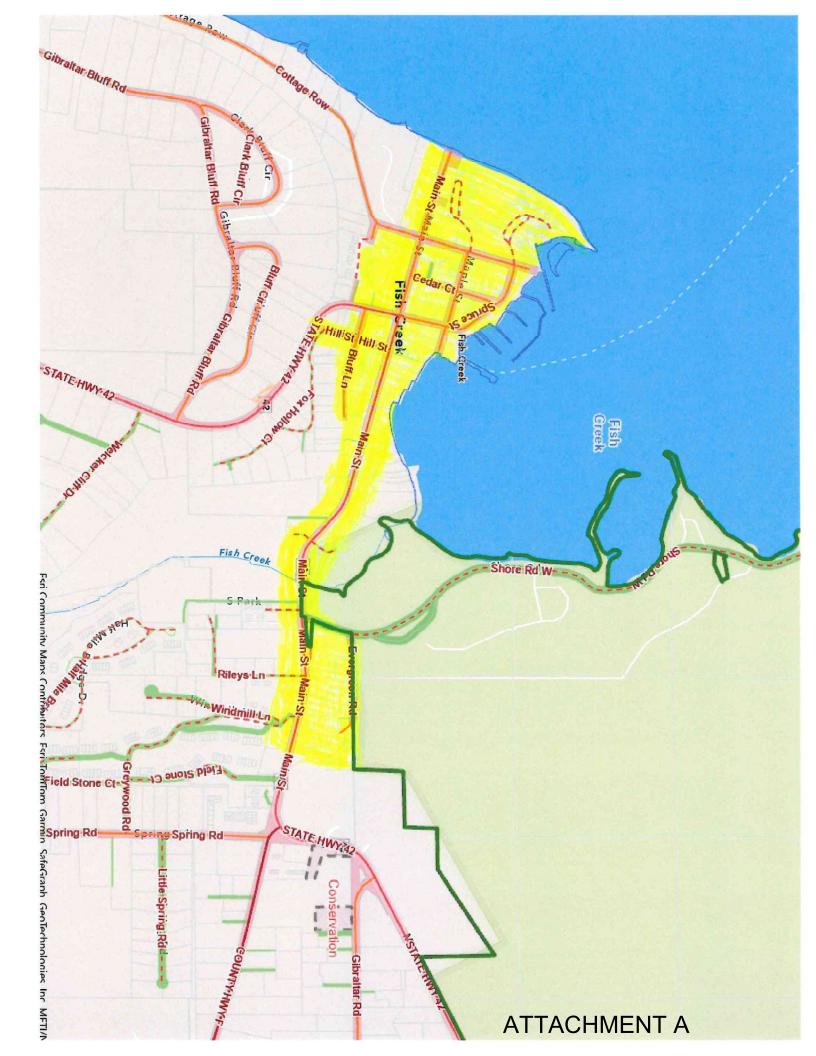
#### 3. Enforcement

- a. The Town of Gibraltar Police Department, or designee shall be the established enforcement structure for issuance of any warnings, notifications or forfeitures.
- b. The Town of Gibraltar has an established Planning Commission that reviews complaints, notifications, and forfeitures that have been issued against an owner. The Planning Commission is granted authority to review and notify any owner of any decision against the owner. The GPC will report all activities and actions to the Gibraltar Town Board.
- c. An applicant may request an appeal of a GPC decision; however, such appeals will be heard at the sole discretion of the Town Board.
  - \*The goal is to incentivize compliance with the appropriate fees and fines but not be unduly burdensome or so that it prevents users from participating in the enforcement and regulatory process. Additionally, it is not the intent of the Town Board or the Gibraltar Planning Commission to be overburdensome to the owners inside the district but work with them to become compliant.

#### Severability

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

Originally adopted by the Town Board of Gibraltar on May 14, 2025.				
Amended this day of	, 2025.			
Charles Calara Tarres Chairman				
Steven Sohns Town Chairman				
Jayson Merkel Supervisor				
Tom Birmingham Supervisor				
John Selenica Supervisor				
Vinni Hancock Supervisor				
Approved:	AYE NAY			
Attested:				
Laura Reetz Town of Gibraltar Clerk				



# Fish Creek Historic Sites

<sup>®</sup> Guided and Audio Tours Available in Fish Creek <sup>®</sup>



Alexander's Noble House Museum • 1875



Eagle Bluff Lighthouse • 1868



Gibroltar's Old Town Hall



Asa Thorp's Cabin • 1849



Chambers Island Lighthouse 1868



Church of Atonement • 1876



Sunshine & Company • 185



True North • 1892



Lundberg Home • 1890



On Deck • 1881



Fish Creek Market • 1890



White Gull Inn • 1896



Holiday Harbor • 1914



Ellman House • 1899



Fred & Co. • 1900



Hide Side Boutique • 1900



Spruce • 1900



Thorp House Inn • 1902



Sailor Scm's • 1900



Whistling Swan • 1907



Juniper's Gin Joint • 1900's



Borringer's • 1910



Community Church • 1917





920.868.2091 | noblehousefc@gmail.com



Taco Cerveza • 1932



Schreiber's Property • 1932





### Ш

### Town of Gibraltar

### Goals

- 1. To improve safety by reducing glare
- 2. To save energy by reducing consumption
- 3. To ensure privacy by reducing light trespass
- 4. To preserve the night sky by reducing sky glow



#### Town of Gibraltar

PO Box 850 Fish Creek, WI 54212 www.townofgibraltar.com

# Best LightingPractices



Tel: (920) 868-1714

### Ш

### Best Lighting Practices

To accomplish these goals all outdoor lighting both public and private would ideally:

- 1. be fully shielded so that all light emitted by the fixture would be projected below the horizontal plane for the purpose of reducing glare, light trespass and sky glow.
- 2. Use energy efficient lamps such as metal halide (MH), high & low pressure sodium (HPS)(LPS) and use the lowest wattage possible for the purpose intended for the purpose of reducing energy consumption
- 3. Be downcast for the purpose of reducing glare, light trespass and sky glow
- 4. Be designed, located, installed and directed to maximize the efficiency of the lighting while reducing glare, light trespass and sky glow

#### **Other Recommendations**

Sign Lighting: Refer to the Town of Gibraltar Sign Ordinance

Decorative Lighting: Lights should not flash, blink, chase or otherwise be in motion

Canopy Lighting: Lamps and diffusers would be recessed and not extended below the surface of the canopy

Flag Lighting: Ideally flags would be retired at sunset. If you choose to fly your flag after dark, the following methods would meet the goals list above:

- 1. Downcast lighting fixtures mounted on top of the pole
- A light fixture on the ground directly below the flagpole or on the pole some distance up with the cone of the light being confined to the circumference of the flag.
- 3. Lowest wattage light that adequately illuminates the flag would be the best choice to save energy.

Exceptions to these best practices:

- Navigational lighting
- State & County highway lighting
- Communications towers



#### **Town of Gibraltar**

PO Box 850 Fish Creek, WI 54212 (920)868-1714

Email: clerk@townofgibraltar.us www.townofgibraltar.com

### **Design Standards Compliance checklist**

Size / Scale
Is the proposed building consistent with other Town of Gibraltar historical buildings or consistent with the downtown vision? Yes No
Roof Style
Is the proposed roof design compliant with the design standards Yes No
Roof Materials
Are the proposed materials compliant with the design standards Yes No
Exterior Siding Materials
Are the proposed siding materials compliant with design standards Yes No
Exterior Masonry Materials
Are proposed Masonry products compliant with design standards Yes No
Windows
Does the proposed plan meet 30% glass requirements Yes No
Doors / Entryway
Do entry doors on road face meet design standards Yes No
Porches
Are proposed porches compliant with design standards Yes No
Balconies, Towers, Cupolas
If applicable are proposed balconies, towers, or cupolas compliment the downtown district, and consistent with glass requirements Yes No
Stairways
Is there a proposed outside stairway? Yes No if yes is the proposed stairway not on the road face and designed to fit design standards compliance Yes No
Exterior Lighting
Is the submitted exterior lighting plan compliant with dark sky standards Ves No

Provide explanation for any questions answered no			
Additional Comments:			
Proposed plan Approved Denied			

To: Town Board

From: Staff/Plan Commission

#### Request:

Adopt Resolution No. 2025-05 to formally restrict the \$20,000 annual enterprise fund payment from the Fish Creek Town Dock to a committed fund for future harbor improvements.

#### **Background:**

At its June 4, 2025 meeting the Board approved the Harbor Commission's request to allocate the Dock's \$20,000 annual payment to a committed fund for future harbor improvements. This payment was originally established to repay start-up funding provided by the Town when the Dock became an Enterprise Fund in 2021. The Town's auditors require a formal resolution to document the restriction of funds for financial reporting purposes.

#### **Analysis:**

Resolution No. 2025-05 formalizes the Board's prior action and ensures the annual payment is directed to a committed fund to support long-term harbor maintenance and improvements.

#### **Recommendation:**

Adopt Resolution No. 2025-05 as presented.

#### **Fiscal Impact:**

The Dock Enterprise Fund will continue making annual payments; however, the funds will be restricted for future harbor improvements rather than allocated to the General Fund.

#### **RESOLUTION NO: 2025-05**

### RESOLUTION RESTRICTING ANNUAL ENTERPRISE FUND PAYMENT FROM THE FISH CREEK TOWN DOCK TO A COMMITTED FUND FOR FUTURE HARBOR IMPROVEMENTS

**WHEREAS,** in 2021 the Fish Creek Town Dock became an Enterprise Fund and the Town provided initial start-up funding for its operations in the amount of \$300,000; and

WHEREAS, based on auditor recommendations, since 2022 the Enterprise Fund has made an annual payment of \$20,000 to the General Fund to repay the initial loan, with an intended 15-year repayment schedule; and

**WHEREAS,** the Harbor Commission is actively working with design consultants to develop plans for needed repairs and upgrades to Town Dock, including improvements to the expanded waterfront property; and

**WHEREAS,** at its May 21, 2025 meeting, the Harbor Commission unanimously approved a motion to request the Town apply the \$20,000 annual payment to a committed fund for future harbor improvements, effective 2025; and

WHEREAS, committing these funds to harbor improvements ensures sound fiscal management, long-term infrastructure planning, and alignment with the Town's priorities for maintaining and improving waterfront facilities.

**NOW, THEREFORE, BE IT RESOLVED,** by the Town Board of the Town of Gibraltar, Door County, Wisconsin, that effective 2025 and continuing through 2037, the \$20,000 annual payment from the Dock Enterprise Fund shall be restricted and deposited into a committed fund for future harbor improvements.

Approved and Adopted this	_ day of July, 2025.
TOWN BOARD	
Steve Sohns, Chair	
ATTEST:	
Laura Reetz Clerk	

To: Town Board

From: Cedar Co. Staff

#### **Request:**

Approve design engineering agreement with Cedar Co. for the Cedar Ct, and Main St.

#### Background:

Town staff have been working with residents and the Town board for three years to bring forward a plan to repair Storm water deficiencies, pedestrian safety, line of sight issues, and road infrastructure issues, while preserving the existing character, charm and usability both vehicular and pedestrian.

#### **Analysis:**

On June 11<sup>th</sup> the Town Board moved forward with the repair of Cedar Ct and Main Street portions of the overall downtown. Cedar Co., the Towns contracted engineering firm, has put together the cost for services, this is a necessary component to ensure the highest level of design, oversight and project management.

Cedar Co. has been the engineering firm with the Town on several projects including Phase I, and II of the sewer extension to the upper bluff and recently the Hill St and Bluff Lane project.

#### **Recommendation:**

Town Staff has a good relation with Cedar Co. They have produced high quality products and work well with Town Staff. Staff recommended approval of the engineering agreement.

#### Fiscal Impact:

The costs will be taken from the capital funds. Cedar will split the costs over two years as outlined in the proposal.

Community Infrastructure • Architecture • Environmental Services

Green Bay, WI 54311 920-491-9081 www.cedarcorp.com

Date	July 2, 2025	
То	Travis Thyssen, Administrator	
From	Mike Kaster, P.E.	
Subject	Contract B25 – West Downtown Phase I Reconstruction – Design/Bid/Construction Services	

Per our discussions regarding the West Downtown Reconstruction Project (Project), we have provided the attached contract addendum to provide engineering services for the West Downton Phase I Reconstruction project.

Based on the preliminary design and concept phase of the project, the proposed work to be completed in Phase I includes:

- Installation of curb and gutter, sidewalk, storm sewer, and reconstruction of existing pavement structure on Cedar Court from Main Street to Spruce Street including work at the Maple Street Intersection approximately 100' each side of Cedar Court.
- Replacement/Rehabilitation of curb and gutter, sidewalk, storm sewer, and reconstruction of existing pavement structure on Main Street from STH 42 to approximately 150' west of Cedar Court.
- Installation of curb ramps, parking stalls, pavement markings, and signing is included.
- Replacement of street lights with Town standard lighting to match Hill/Bluff project.
- Phase I project to be designed per West Downtown Area Reconstruction plan from May 9, 2025, including Town Board comments and updates received at the June 11, 2025 Board meeting.

The Scope of Engineering Services included in the attached contract addendum are as follows:

#### **Cedar Responsibilities:**

Design/Bidding Phase

- Update the current concept layouts to reflect most recent comments from the Town.
- Prepare contract documents for the Project including specifications, designs, calculations, drawings, and schedules. (This also includes lighting plan, designs, specifications which was a separate contract on Hill/Bluff)

- Project scope also includes 40% design of future phases of the West Downtown area. (additional areas not included in Hill/Bluff project) The following is included in the 40% design:
  - Roadway profile and cross section design sufficient to ensure Phase I ties in and flows well with future phases.
  - Storm sewer modeling to ensure sizing of Phase I storm sewer and storm water treatment devices.
  - Lighting design overview to coordinate conduit and wire sizing for simple system expansion into future phases and siting of control cabinets to serve the entire West Downtown area as efficiently as possible.
- Complete the Utility coordination.
- Prepare the permitting for the following items:
  - WDNR Storm Water Notice of Intent.
  - WDNR Chapter 30 Pipe Discharge permit. (not included on Hill/Bluff)
  - WisDOT Work in Right of Way Permit, if required.
- Bidding and Contract Award services including:
  - Placing the project on QuestCDN for eBid
  - Producing paper copies of biddocuments
  - Administering the bidding process, opening, and addenda as needed
  - Preparation of bid tabulations and bid analysis
  - Consulting with the Town on the award and preparation of the formal Contract Documents.

#### **Construction Phase**

- Construction Project Administration including all items listed under section 1.3 of the attached contract addendum.
- Resident Engineering Services including all items listed under section 1.4 of the attached contract addendum Construction Staking.

#### **Town Responsibilities:**

As listed in section 4 of the attached contract addendum.

We propose to complete these Engineering Services to meet the proposed schedule for a cost as follows:

Design Phase \$81,500 (Lump Sum Cost)

Bidding Phase \$9,200 (Lump Sum Cost)

Construction Phase\* Estimated \$124,500 (Hourly plus Expenses)

Total estimated engineering costs for the project is \$215,200.

The Design and Bidding phases are scheduled to be completed in 2025 and approximately 30% of the Construction Phase is anticipated to be completed in 2025. Total estimated budget for 2025 engineering is approximately \$128,000 with the balance of the total costs listed above anticipated for 2026.

Please let me know if you have any questions regarding the Addendum, or this Memo. Thank you for the opportunity to work with the Town on this exciting project.

<sup>\*</sup> Construction phase estimate based on conservative construction schedule, and will vary with the Contractor's schedule for the work.

Date: June 30, 2025

#### ADDENDUM TO AGREEMENT FOR PROFESSIONAL SERVICES

This Agreement shall be an addition to, and subject to the conditions contained in that Agreement for Services dated <u>January 4, 2023</u>, between Cedar Corporation (ENGINEER), and the <u>Town of Gibraltar</u> (OWNER).

WHEREAS the OWNER wishes to engage the ENGINEER to provide various services as described below, in accordance with ENGINEER procedures, standards, and normal billing practices; and

WHEREAS the project to which such services apply is referred to as the PROJECT and described generally as follows: West Downtown Reconstruction Phase I, Contract B-25; and

WHEREAS the ENGINEER has agreed to perform such work.

NOW, THEREFORE, and in consideration of the above, the ENGINEER and the OWNER do hereby agree and covenant as follows:

#### SECTION 1 — SERVICES

The PROJECT includes the following improvements:

#### Project: West Downtown Reconstruction Phase I, Contract B-25

#### Phase I Description:

- Installation of curb and gutter, sidewalk, storm sewer, and reconstruction
  of existing pavement structure on Cedar Court from Main Street to Spruce
  Street including work at the Maple Street Intersection approximately 100'
  each side of Cedar Court.
- Replacement/Rehabilitation of curb and gutter, sidewalk, storm sewer, and reconstruction of existing pavement structure on Main Street from STH 42 to approximately 150' west of Cedar Court.
- Installation of curb ramps, parking stalls, pavement markings, and signing is included.
- Replacement of street lights with town standard lighting to match Hill/Bluff project.
- Phase I project to be designed per West Downtown Area Reconstruction plan from May 9, 2025, including Town Board comments and updates received at the June 11, 2025 Board meeting.

#### Future Phase Description:

• Installation of curb and gutter, sidewalk, parking, storm sewer, reconstruction of existing pavement structure, and installation of lighting on the remaining areas shown on the West Downtown Reconstruction plan

Project No. <u>05073-0019</u> Addendum No. <u>2</u> Date: June 30, 2025

from May 9, 2025 including Town Board comments and updates received at the June 11, 2025 Board meeting.

#### 1.1 DESIGN SERVICES

The ENGINEER agrees to provide the following Design Services for the PROJECT.

ENGINEER shall, under this paragraph, prepare computations, designs, drawings, specifications, and other documents for the ultimate purpose of the receiving of bids and/or construction of the PROJECT.

**Field Design Survey:** Field design surveys as used in this subparagraph **have been previously completed** and are understood to be limited to those necessary to prepare the drawings and specifications. Property surveys, right-of-way plats, detailed frontage assessment schedules, descriptions of needed land and easement rights, maps and plans and assistance in negotiating for land and easement rights, shall *not* be included under the services of this paragraph.

**Preparation of Contract Documents:** This generally includes Advertisement for Bids, Instructions to Bidders, General Conditions, Supplementary Conditions, Proposals, Agreements, Miscellaneous Forms, Specifications, Drawings, and Schedules.

**Cost Estimates:** Any opinion of the construction cost prepared by the ENGINEER represents his judgment as a design professional and is supplied for the general guidance of the OWNER. Since the ENGINEER has no control over the cost of labor and material, or over competitive bidding or market conditions, the ENGINEER does not guarantee that bids or actual construction costs to the OWNER will not vary from ENGINEER's opinions of probable cost. If the OWNER desires greater assurance as to construction costs, OWNER shall employ an independent cost estimator.

**Approval of Contract Documents:** The ENGINEER shall submit sufficient copies of the Contract Documents to the various agencies which have final review authority on the design of the PROJECT and shall make such adjustments to these documents as are required to receive final approval.

The following Design approvals are anticipated:

None.

Construction Permits and Approvals: It is understood that approval of the Contract Documents may not be sufficient to allow construction of the PROJECT. In many cases, the PROJECT requires permits and approvals that relate to the construction and not to the design (e.g., Corps of Engineers, Highway, Planning Agencies, etc.). The ENGINEER shall adopt any design requirements of these permits and approvals into the Contract Documents as a part of the work under this paragraph, however, permit and approval applications, surveys, and reports shall not be included under the services of this paragraph.

Project No. <u>05073-0019</u> Addendum No. <u>2</u> Date: June 30, 2025

The following Construction permit submittals are included under this paragraph:

- WDNR Storm Water Notice of Intent.
- WDNR Chapter 30 Pipe Discharge permit.
- WisDOT Work in Right of Way Permit, if required.

**Coordination:** Coordination of subcontractors, agents or employees of the OWNER in the compilation of data for the PROJECT. It is understood that if subsurface exploration such as borings, soil tests and the like are made to determine amounts of rock excavation or other subsurface conditions, the ENGINEER will furnish coordination of said exploration but the costs incident to such exploration shall be paid for by the OWNER.

#### 1.2 BIDDING AND CONTRACT AWARD

The ENGINEER agrees under this paragraph, to assist the OWNER in obtaining and evaluating bids on the PROJECT as follows:

- Assist the OWNER in obtaining bids by furnishing digital project bid documents to QuestCDN eBid for downloading of bid documents by those requesting such. Maintain a record of bid document holders.
- Printing 7 sets of Bid documents for use in the PROJECT construction phase.
- Interpretation of Contract Documents and preparation of Addenda during the bidding period.
- Administer the bid opening.
- Preparation of bid tabulations.
- Analysis of bid results.
- Consultation with the OWNER on the award of contracts.
- Assist in preparation of formal Contract Documents for review by the OWNER's legal representative.

#### 1.3 GENERAL PROJECT ADMINISTRATION

The ENGINEER agrees to provide the following General Administrative Services for the PROJECT. OWNER and ENGINEER agree that the ENGINEER shall be obligated to provide only that degree of scrutiny of the Contractor's work as is described in this part. Only if specifically included

Project No. <u>05073-0019</u> Addendum No. <u>2</u> Date: June 30, 2025

otherwise in this Agreement shall the ENGINEER provide full or part-time Resident Engineering Services for the PROJECT.

The performance of General Administrative Services specifically excludes direction or supervision of the Contractor or his employees in the performing of their work in a safe, legal or proper manner and ENGINEER hereby disclaims any responsibility, therefore.

ENGINEER will endeavor to guard OWNER against defects and deficiencies in the work. However, it is understood and agreed by and between ENGINEER and OWNER that with respect to defects and deficiencies in the work, ENGINEER'S role under this subsection is advisory only. Accordingly, ENGINEER can neither guarantee the performance of the construction contracts by Contractor(s) nor assume responsibility for Contractor(s)' failure to furnish and perform their work in accordance with the Contract Documents.

ENGINEER shall under this paragraph, assist the OWNER in administering the provisions of the Contract Documents as follows:

- Assistance in interpretation of the drawings and specifications and approval of all changes in the Contract Documents.
- Administer the Preconstruction Conference.
- Make decisions regarding the PROJECT as called for in the Contract Documents.
- Assistance in interpretation of the reports of inspection bureaus, laboratories, test borings, and subsurface exploration related to the PROJECT during construction.
- Review of shop drawings and manufacturer's data for general conformance with the Contract Documents.
- Assist in preparation of closeout information as required (i.e., final change orders (quantity adjustments, etc.), contractor general lien waiver forms, Certificate of Substantial Completion, Consent of Surety, Affidavit of Wage Rate Compliance, etc.).
- Final inspection and processing of final contract payment request. (Final unit quantities where appropriate to the method of compensation shall be furnished to the ENGINEER by the OWNER or OWNER's Agent performing Resident Engineering duties.)
- Preparation of a set of record drawings of the completed PROJECT conforming to the construction records provided to the ENGINEER by the Contractor or the OWNER during construction.
- Assistance during Contractor's correction period (warranty), if authorized by OWNER.

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#### 1.4 RESIDENT ENGINEERING SERVICES

The ENGINEER agrees to provide Resident Engineering Services for the PROJECT. These services do not guarantee the Contractor's performance which is covered by the Contractor's bond, but by providing these services, the ENGINEER endeavors to protect the OWNER against defects and deficiencies in the PROJECT work and endeavors to insure compliance with the drawings and specifications within reasonable tolerances generally accepted in the Trade.

The OWNER has requested the ENGINEER to provide **full-time** Resident Engineering which shall provide for a Resident Project Representative to observe performance of the work of the Contractor. However, it is understood that it may be necessary to leave the construction site at various times in the normal performance of resident engineering services.

Services to be offered by the ENGINEER are limited to those specified below:

- The original setting of lines and grades.
- Checking of lines and grades at intervals during construction.
- Observation of completed work for compliance with drawings and specifications.
- Keeping field measurement records.
- Keeping records of the Contractor's activities.
- Negotiation of field changes and change orders for approval by the OWNER and ENGINEER.
- On-site coordination of the PROJECT.
- Recommendation for payment of Contractor's progress payment requests.

# 1.5 ADDITIONAL ENGINEERING SERVICES

The ENGINEER shall under this paragraph provide *optional* Additional Professional Services which are often a part of the project, but which have not been included under previous paragraphs. These services shall be provided **AT ADDITIONAL COST** under the method indicated in Section 2.

Examples of these services include, but are not limited to:

 Providing services which are not in accordance with ENGINEER procedures, standards or normal billing practices, assistance to attorneys and appearances before courts or boards on matters of litigation or arbitration, redesign ordered by the OWNER after

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the original design concept has been reviewed and accepted by the OWNER, final computation of total eligible PROJECT cost including engineering, construction, administration, etc., for purposes of audit on projects involving grants, etc.

The ENGINEER agrees to provide the following Additional Engineering Services for the PROJECT:

- Street lighting system design.
- Construction permits as listed in section 1.1.
- Dry Hydrant water system for fire suppression.

# **SECTION 2 - COMPENSATION**

# 2.1 LUMP SUM COMPENSATION

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraph(s) 1.1, 1.2, and 1.5 on a "Lump Sum" basis, the lump sum price shall include all cost items including labor, overhead, direct expense, and professional fee and shall be in the amount(s) of:

1.1 & 1.5 Final Design, Bidding and Contract Award of Phase I = \$81,500. 1.2 Bidding and Contract Award = \$ 9,200.

**Other Compensation:** It is understood that when requested by the OWNER, the ENGINEER shall procure the serves of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

Payments are due and payable thirty (30) days from the date of the ENGINEER's invoice. Amounts unpaid thirty (30) days after the invoice date shall bear interest at the rate of one percent (1%) per month from invoice date.

# 2.2 HOURLY RATE AND EXPENSES

Whereas the OWNER has elected to compensate the ENGINEER for services under paragraph(s) 1.3, and 1.4 on an "Hourly Rate and Expense" basis, such compensation shall include payment for labor, direct expenses, and other compensation as follows:

**Hourly Rate Schedule:** The hourly rates to be used for this item shall be determined by the hourly rate schedule incorporated into this agreement as shown below or attached schedule. The ENGINEER reserves the right to adjust the overhead rate, which is used in determining the above hourly rates, on a yearly basis.

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**Direct Expenses:** Reimbursement of direct expenses incurred in connection with the PROJECT, including but not limited to the following:

- Reimbursable expenses (e.g., long distance telephone, subsistence and lodging, commercial transportation, postage and shipping, expense of purchased services, lease of specialized equipment, etc.).
- Mileage expenses per IRS regulations.
- Fees paid for securing approval of authorities having jurisdiction over the PROJECT.
- Printing and reproduction.
- Equipment costs (e.g., computers, automated survey instruments, CADD equipment, etc.).

The estimated cost follows:

1.3 General Project Administration, and 1.4 Resident Engineering Services = \$124,500.

**Other Compensation:** It is understood that when requested by the OWNER, the ENGINEER shall procure the serves of independent inspection bureaus, laboratories, soil exploration firms, etc. However, this is for the convenience of the OWNER and the ENGINEER shall provide coordination only of these services at the labor rates determined above.

# **SECTION 3 - TIMETABLE**

Estimated Project Schedule:

Project Design, Bidding and Contract Award to be completed for an estimated November 2025 construction start.

The ENGINEER is prepared to work within the above schedule unless delays occur due to unforeseen circumstances beyond the control of the ENGINEER.

# **SECTION 4 - SPECIAL CONDITIONS**

- 4.1 The OWNER is responsible for the following information and activities:
  - Provide a single contact source for review, comment, and decision making on all issues related to the project.
  - Provide a location for all meetings and bid opening.

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- All regulatory permit fees to be paid for by the OWNER.
- Geotechnical services, if necessary.
- Historical and Archeological Investigations, if necessary.
- Right-of-way plats and other items described under Field Design Survey (Section 1.1).

All other provisions of that Agreement referred to above shall remain in force unless otherwise modified or deleted above.

IN WITNESS WHEREOF the parties	hereto set their hands and seals dated this day of
, 2025.	
For OWNER:	For ENGINEER:
TOWN OF GIBRALTAR	CEDAR CORPORATION
By:	Ву:
Name:	Name: Michael J Kaster, P.E.
Title:	Title: Municipal Team Lead
Ву:	By: War P. Zanon
Name:	Name: <u>Dean Zanon, P.E.</u>
Title	Title: President

To: Town Board From: Staff

# **Request:**

Review proposed lease agreement between the Town of Gibraltar and the Gibraltar Historical Association (GHA) for use of the town-owned property at 4148 Main Street, Fish Creek, Wisconsin and direct staff accordingly.

# Background:

At its May 14, 2025 meeting, the Town Board heard a proposal from the Gibraltar Historical Association (GHA) to lease the town-owned building at 4148 Main Street and operate it as a heritage cultural center. Following discussion, the Board voted to accept the proposal and directed staff to begin preparing a lease agreement. At its June 4, 2025 meeting, the Board discussed the purpose and financial considerations of the proposed lease and directed staff to define the lease terms and return a draft for review. The Board also directed that public informational meetings be scheduled to discuss possible options for the property prior to convening a special town meeting of electors, as required by Wisconsin Statutes for the leasing of town-owned real property.

#### Analysis:

The draft lease reflects the general direction provided by the Town Board and incorporates standard commercial lease provisions as well as additional terms developed by staff to address long-term maintenance, code compliance, and ongoing use of the premises. Key provisions include:

- Annual inspection by the Town Building Committee;
- GHA responsibility for maintenance and repairs necessary to bring the structure into code compliance;
- A one-year deadline, or written plan, to address major repairs (e.g., roof, exterior paint, foundation, HVAC, plumbing);
- GHA responsibility for routine exterior upkeep, including snow removal, lawn care, and garden maintenance (excluding town-maintained trails);
- Commercial lease provisions related to insurance, liability, signage, and termination.

Public informational meetings are anticipated to explore potential options for the future use of the property. The lease is subject to elector authorization to lease the property under Wis. Stat. § 60.10(2)(e). A potential month-to-month lease could be utilized without elector approval but may lack transparency.

# **Recommendation:**

Town staff recommends that the Town Board review the proposed lease agreement as drafted and direct staff accordingly.

#### Fiscal Impact:

The lease provides that GHA shall be solely responsible for building upkeep, repairs, and code compliance upgrades. There is no anticipated cost to the Town.

# WISCONSIN COMMERCIAL LEASE

This lease agreement is entered into on this the day of	, 20, by and between:
	, (hereinafter called "LESSOR"), whether one or more,
and	, (herematical caned LESSON), whether one of more,
	, (hereinafter called "LESSEE"), whether one or more. ch is hereby acknowledged, LESSOR and LESSEE do hereby
1. PREMISES AND TERM: LESSOR, hereby leases to LESSEE for the term commencing on the day of, 20 and ending on the day of, 20, (the "TERM") the following described premises in its present condition, located in County, Wisconsin:	or upon any letter accompanying such check, that such lesser amount is payment in full, shall be given no effect, and LESSOR may accept such check without prejudice to any other rights or remedies which LESSOR may have against LESSEE.  4. LATE CHARGES: LESSEE shall pay a late charge in the amount of percent (%) of the outstanding delinquent balance for any payment of the rent not made within days after the due date to cover the extra expense involved in handling late payments, but not more than dollars for any one month. This charge is in addition to any other rights or remedies of the
(hereinafter called the "PREMISES or LEASED PREMISES"). LESSEE also has a right for the benefit of LESSEE, its employees, agents and invitees for access to and from the Leased Premises through the building and over property of LESSOR adjoining the Leased Premises, and to use those parts of the building designated by LESSOR for use by LESSEE, including but not limited to toilet rooms, elevators and unrestricted parking areas, if any.	5. UTILITIES: LESSEE shall pay all charges for utilities for the PREMISES except for the following, which shall be paid by LESSOR:  On failure of LESSEE to pay the utilities when due, LESSOR shall enforce payment in the same manner as rent in arrears.
2. RENEWAL: LESSEE and LESSOR may agree to extend or renew the lease, with any agreed modifications, in a separate, signed document.  3. RENT: The LESSEE covenants to pay to LESSOR as Rent the sum of	6. CONDITION OF PREMISES; USE OF PREMISES: LESSOR agrees that LESSEE, upon paying the rent and on performing all terms of this lease, shall peaceably enjoy the Leased Premises during the term of this lease. By occupying the Leased Premises as a tenant, or installing fixtures, facilities, or equipment or performing finished work, LESSEE shall be deemed to have accepted the same and to have acknowledged that the Premises are in the condition required by this lease.  LESSEE acknowledges that LESSEE has examined and knows the condition of the Leased Premises, and has received the same in good order and repair, and agrees:  (a) To use these Leased Premises only for
without any setoff, deduction or prior demand whatsoever. Any payment by LESSEE or acceptance by LESSOR of a lesser amount than shall be due from LESSEE to LESSOR shall be treated as payment on account. The acceptance by LESSOR of a check for a lesser amount with an endorsement or statement thereon,	(b) To surrender the Leased Premises to LESSOR at the end of the Term or any renewal without the necessity of any notice from either LESSOR or LESSEE to terminate the same, and LESSEE hereby expressly waives all right to any notice

- which may be required under any laws now or hereafter enacted and in force.
- (c) To surrender possession of these Leased Premises at the expiration of this lease without further notice to quit, in as good condition as reasonable use will permit.
- (d) To keep the Premises in good condition and repair at LESSEE's own expense, except repairs which are the duty of LESSOR.
- (e) To perform, fully obey and comply with all ordinances, rules, regulations and laws of all public authorities, boards and officers relating to the use of the Premises.
- (f) Not to make any occupancy of the Leased Premises contrary to law or contrary to any directions, rules, regulations, regulatory bodies, or officials having jurisdiction or which shall be injurious to any person or property.
- (g) Not to permit any waste or nuisance.
- (h) Not to use the Leased Premises for living quarters or residence.

LESSEE shall pay (a) for any expense, damage or repair occasioned by the stopping of waste pipes or overflow from bathtubs, closets, washbasins, basins or sinks, and (b) for any damage to window panes, window shades, curtain rods, wallpaper, furnishings, or any other damage to the interior of the Leased Premises.

Any signs placed upon or about such Leased Premises shall, upon the end of the Term of the lease or upon the earlier termination, be removed by LESSEE, and LESSEE shall repair any damage to the Leased Premises which shall be occasioned by reason of such removal.

At all times, LESSEE shall keep the sidewalks, if any, in front of or adjoining the Leased Premises clean and in a sightly and sanitary condition.

All repairs, except those specific repairs set forth below which are the responsibility of the LESSOR, shall be made by the LESSEE at its own expense. If the LESSOR pays for the same or any part thereof, LESSOR shall be reimbursed by LESSEE for such amount.

The LESSOR shall be responsible for making only the following repairs [check those that apply]:

L.	sprin	kler	sys	tem
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- [X] heating, ventilating or air-conditioning system serving the Premises if, and to the extent, installed by LESSOR, and
- [x] structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Premises (excluding, however, storefronts), and

	,	•		
[X] the	roof over	the Premise	s.	
[X] Otl	ner:			

[ ] Other:	
[ ] Other:	

LESSOR LESSEE

LESSEE shall give LESSOR—notice of the necessity for such repairs and that such repairs did not arise from nor were they caused by the negligence or willful acts of LESSEE, its agents, concessionaires, officers, employees, licensees, invitees, or contractors.

7. FIXTURES AND TRADE FIXTURES. LESSEE shall make no changes, improvements, alterations, or additions to the Leased Premises unless such changes, improvements, alterations, or additions: (a) are first approved in writing by LESSOR; (b) are not in violation of restrictions placed thereon by the investor financing the construction of the building; and (c) will not materially alter the character of such premises and will not substantially lessen the value of the Leased Premises. LESSOR may not unreasonably withhold approval, and if there is a dispute as to reasonableness, it shall be determined by arbitration.

All improvements made by LESSEE to the Premises which are so attached to the Premises that they cannot be removed without material injury to the Premises, shall become the property of LESSOR upon installation. Not later than the last day of the Term, LESSEE shall, at LESSEE's expense, remove all of LESSEE's personal property and those improvements made by LESSEE which have not become the property of LESSOR, including trade fixtures, cabinetwork, movable paneling, partitions, and the like; repair all injury done by or in connection with the installation or removal of such property and improvements; and surrender the Premises in as good condition as they were at the beginning of the Term, reasonable wear, and damage by fire, the elements. casualty, or other cause not due to the misuse or neglect by LESSEE or LESSEE's agents, employees, visitors, or licensees, excepted. All property of LESSEE remaining on the Premises after the last day of the Term of this lease shall be conclusively deemed abandoned and may be removed by LESSOR, and LESSEE shall reimburse LESSOR for the cost of such removal.

The security deposit shall be held, applied to damages or rent and returned to LESSEE all in accordance with the laws of the state where the Leased Premises are located and in force at the time of execution of this lease.

- 9. LESSOR'S LIEN: As additional security, LESSEE acknowledges, to the extent allowed by applicable law, the LESSOR'S right to hold and sell with due legal notice all property on or to be brought on the Premises in order to satisfy unpaid Rent, expenses, and utilities. No property of LESSEE brought onto the Leased Premises shall be removed by LESSEE other than in the ordinary course of business as long as LESSEE is in default in the terms of this lease.
- **10. DEFAULT:** Each of the following shall be deemed an Event of Default:
  - a. Default in the payment of Rent or other payments hereunder.
  - b. Default in the performance or observance of any covenant or condition of this lease by the LESSEE to be performed or observed.
  - c. Abandonment of the premises by LESSEE.
  - d. The filing or execution or occurrence of:
    - i. Filing a Petition in bankruptcy by or against LESSEE.
    - Filing a petition or answer seeking a reorganization, arrangement, composition, readjustment, liquidation, dissolution or other relief of the same or different kind under any provision of the Bankruptcy Act.
    - iii. Adjudication of LESSEE as a bankrupt or insolvent: or insolvency in the bankruptcy equity sense.
    - iv. An assignment for the benefit of creditors whether by trust, mortgage, or otherwise.
    - v. A petition or other proceeding by or against LESSEE for, or the appointment of, a trustee, receiver, guardian, conservator or liquidator of LESSEE with respect to all or substantially all its property.
    - vi. A petition or other proceeding by or against LESSEE for its dissolution or liquidation, or the taking of possession of the property of the LESSEE by any governmental authority in connection with dissolution or liquidation.
- 11. NOTICE OF DEFAULT. The parties are desirous of giving one another fair notice of any default before termination or other action under this lease requiring such notice. In the event of an act of default with respect to any provision of this lease, neither party can institute legal action with respect to such default without first complying with the following conditions:
  - a. Notice of such event of default must be in writing and must either be hand delivered, mailed to the other party by U.S. Certified Mail, return receipt requested, or if unable to provide notice by these

- methods, if notice is from LESSOR to LESSEE by posting the notice on the front door of the Leased Premises:
- b. Such written notice shall set forth the nature of the alleged default in the performance of the terms of this lease and shall designate the specific paragraph(s) therein which relate to the alleged act of default;
- c. Such notice shall also contain a reasonably understandable description of the action to be taken or performed by the other party in order to cure the alleged default and the date by which the default must be remedied, which date can be not less than \_\_\_\_\_\_ business days from the date of mailing the notice of default.

If LESSEE fails to pay rent when due, LESSOR may serve a Notice of Default upon the LESSEE, requiring payment of rent in full, or surrender of the premises. The length of the notice period varies, depending on the length of the term of the Lease, as follows:

- 1) Month-to-month, one year or less, or year-to-year: 14 days (if Tenant pays within 5 days, the breach shall be cured and the Lease shall not terminate). Tenant may not use the 5 day grace period to cure a default in payment of rent more than once in a one year period. For waste or other breach of the Lease: 14 day notice. For causing a nuisance documented by a law enforcement agency: 5 day notice.
- 2) Lease for more than one year: 30 days for all breaches. If LESSEE fails to comply and cure the breach within 30 days, the Lease terminates, and LESSEE must surrender possession.
- a. **TERMINATION.** Upon occurrence of any Event of Default, and after proper notice of default has been given, LESSOR may, at its option, in addition to any other remedy or right given hereunder or by law, give notice to LESSEE that this lease shall terminate upon the date specified in the notice, which date shall not be earlier than \_\_\_\_\_ days after mailing or delivery of such notice.

The foregoing provisions for the termination of this lease shall not operate to exclude or suspend any other remedy of the LESSOR for breach, or for the recovery of said Rent for the full term.

b. ACCELERATION. LESSEE expressly agrees and understands that upon LESSOR'S termination of this Lease, the entire remaining balance of unpaid Rent for the remaining term of this Lease shall ACCELERATE, whereby the entire sum shall become immediately due, payable, and collectable. To the extent allowed by law, LESSOR may hold the portion of LESSEE'S security deposit remaining after reasonable cleaning and repairs as a partial offset to satisfaction of the accelerated Rent.

- c. **REPOSSESSION.** Upon termination of this lease as provided herein, or pursuant to statute, or by summary proceedings or otherwise, the LESSOR may enter forthwith, without further demand or notice to LESSEE, and resume possession of the Leased Premises. In no event shall such re-entry or resumption of possession or reletting as hereafter provided be deemed to be acceptance or surrender of this lease or a waiver of the rights or remedies of LESSOR hereunder.
- d. **DEFAULT BY LESSOR.** In the event of any default by LESSOR, LESSEE, before exercising any rights that it may have at law to cancel this lease, must first send notice by registered or certified mail, or hand delivery, to LESSOR, and shall have offered LESSOR \_\_\_\_\_\_ (\_\_\_\_) days in which to correct and cure the default or commence a good faith effort to cure such default.
- e. **RELETTING AFTER TERMINATION.** Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.
- f. **DAMAGES.** Upon termination of this lease in any manner above provided, or by summary proceedings or otherwise, LESSEE shall pay to LESSOR without demand or notice the following:
  - (a) All Rent and other payments accrued to the date of such termination and a proportionate part of the rent otherwise payable for the month in which such termination occurs.
  - (b) All future Rent and other payments to be due under the terms of this lease to the extent Landlord has not been able to offset same by reletting the Premises within 30 days of termination.
  - (c) The costs of making all repairs, alterations and improvements required to be made by LESSOR hereunder, and of performing all covenants of LESSEE relating to the condition of the Premises during the Term and upon expiration or sooner termination of this lease, such costs to be deemed prima facie to be the costs estimated by a reputable architect or contractor selected by LESSOR or the amounts actually expended or incurred thereafter by LESSOR.
  - (d) The attorneys' fees and other costs.
- g. **EXCLUSIVITY OF LESSOR'S REMEDIES:** The receipt of Rent after default, or after judgment or after execution, shall not deprive the LESSOR of other actions against the LESSEE for possession or for Rent or for damages, and all such remedies are non-exclusive and can be exercised concurrently or separately as LESSOR desires.

- h. LESSOR NOT LIABLE FOR INJURY OR DAMAGE TO PERSONS OR PROPERTY: The LESSOR shall not be liable for any injury or damage to any person or to any property at any time on said Premises or building from any cause whatever that may at any time exist from the use or condition of the Premises or building from any cause, during the Term or any renewal of this lease.
- i. **TAXES:** Property taxes on the Leased Premises shall be responsibility of LESSOR. Taxes on the personal property of Lessee shall be the responsibility of LESSEE. All other taxes shall be the responsibility of the party incurring same.
- j. RIGHT OF RE-ENTRY. LESSOR shall have the right, by itself or agent or with others, to enter the Premises at reasonable hours to examine or exhibit the premises, or to make such repairs and alterations as shall be deemed necessary for the safety and preservation of the building, to inspect and examine, to post such notices as LESSOR may deem necessary to protect LESSOR against loss from liens of laborers, materialmen or others, and for the purpose of permitting or facilitating LESSOR's performance of its obligations hereunder, or for any other reasonable purpose which does not materially diminish LESSEE's enjoyment or use of the Leased Premises.
- k. HOLDOVER. If LESSEE shall holdover after the expiration of the Term hereof, with the consent of LESSOR, express or implied, such tenancy shall be from month to month only, and not a renewal hereof; and LESSEE agrees to pay Rent and all other charges as provided herein, and also to comply with all covenants of this lease for the time LESSEE holds over. LESSEE shall be entitled to possession until LESSOR has given LESSEE thirty (30) days notice that such month to month tenancy shall be terminated; otherwise, notice is only required as hereinafter provided as notice of default.
- If LESSEE shall hold over without the consent of LESSOR, express or implied, then LESSEE shall be construed to be a tenant at sufferance at double the Rent herein provided, prorated by the day until possession is returned to LESSOR.

LESSEE'S holding over beyond the expiration of the notice period of a lawful Notice of Termination constitutes holding over without the consent of the LESSOR, and LESSEE shall be construed to be a tenant at sufferance, at double the Rent herein provided, prorated by the day until possession is returned to LESSOR, without limitation to LESSOR'S remedies and rights of recovery under applicable law.

- 1. NATURE OF RELATIONSHIP BETWEEN PARTIES. The sole relationship between the parties created by this agreement is that of LESSOR and LESSEE. Nothing contained in this lease shall be deemed, held, or construed as creating a joint venture or partnership between the parties.
- m. RIGHT OF LESSOR TO PAY OBLIGATIONS OF LESSEE TO OTHERS. If LESSEE shall fail or refuse to pay any sums due to be paid by it under the provisions of this lease, or fail or refuse to maintain the Leased Premises or any part thereof as herein provided, then, and in such event, LESSOR, after 10 days notice in writing by LESSOR to LESSEE, shall have the right to pay any such sum or sums due to be paid by LESSEE and to do and perform any work necessary to the proper maintenance of the Leased Premises; and the amount of such sum or sums paid by LESSOR for the account of LESSEE and the cost of any such work, together with interest on such amount at the maximum legal rate from the date of payment by LESSOR until the repayment to LESSOR by LESSEE, shall be paid by LESSEE upon demand in writing. The payment by LESSOR of any such sum or sums or the performance by LESSOR of any such work shall be prima facie evidence of the necessity for such work.
- n. MECHANICS AND OTHER LIENS IMPOSED BY LESSEE. LESSEE shall keep the Leased Premises and the improvements at all times during the term free of mechanics and materialmen's liens and other liens of like nature, other than liens created and claimed by reason of any work done by or at the instance of LESSOR, and at all times shall fully protect and indemnify LESSOR against all such liens or claims and against all attorneys' fees and other costs and expenses growing out of or incurred by reason or on account of any such liens or claims. Should LESSEE fail to fully discharge any such lien or claim, LESSOR, at its option, may pay the same or any part thereof, and LESSOR shall be the sole judge of the validity of such lien or claim.

All amounts so paid by LESSOR, together with interest the maximum legal rate from the time of payment by LESSOR until repayment by LESSEE, shall be paid by LESSEE upon demand, and if not so paid, shall continue to bear interest at the aforesaid rate, interest payable monthly, as additional rent.

o. **CONDEMNATION CLAUSE:** In the event that all or a part of the Premises is taken by eminent domain or conveyed in lieu of eminent domain, if the Leased Premises cannot reasonably be used by LESSEE for their intended purpose, then this lease will terminate effective as of the date that the condemning authority shall take possession of the same.

p. **FIRE CLAUSE:** The LESSEE agrees to notify LESSOR of any damages to the Leased Premises by fire or other hazard and also of any dangerous or hazardous condition within the Leased Premises immediately upon the occurrence of such fire or other hazard or discovery of such condition.

Upon occurrence of a fire, repairs shall be made by LESSOR as soon as reasonably may be done unless the costs of repairing the Premises exceed 25% of the replacement cost of the building in which case the LESSOR may, at its option, terminate this lease by giving LESSEE written notice of termination within 30 days of the date of the occurrence.

If the LESSOR does not terminate this Lease pursuant to the paragraph above, then LESSOR has 30 days after the date of occurrence to give written notice to LESSEE setting forth its unqualified commitment to make all necessary repairs or replacements, the projected date of commencement of such repairs, and the LESSOR'S best good faith estimate of the date of completion of the same.

If the LESSOR fails to give such notice, or if the date of completion is more than 90 days after the date of the occurrence, then the LESSEE may, at its option, terminate this lease and the LESSOR will be obliged to refund to the LESSEE any rent allocable to the period subsequent to the date of the fire.

- q. WAIVER OF NONPERFORMANCE: Failure of the LESSOR to exercise any of its rights under this lease upon nonperformance by the LESSEE of any condition, covenant or provision herein contained shall not be considered a waiver, nor shall any waiver of nonperformance of any such condition, covenant or provision by the LESSOR be construed as a waiver of the rights of the LESSOR as to any subsequent defective performance or nonperformance hereunder.
- r. **PAROL EVIDENCE CLAUSE:** This instrument constitutes the final, fully integrated expression of the agreement between the LESSOR and the LESSEE, and it cannot be modified or amended in any way except in writing signed by the LESSOR and LESSEE.
- s. **SUBORDINATION:** This lease is subordinate to the lien of all present or future mortgages that affect the Leased Premises and to all renewals, modifications, replacements and extensions of this lease. This clause shall be self-operative but in any event LESSEE agrees to execute promptly and deliver any estoppel certificate or other assurances that LESSOR may request in furtherance of this provision.
- t. **INSURANCE:** LESSEE shall, during the entire term

of the lease keep in full force and effect a policy of public liability insurance with respect to the property and the business operated by LESSEE in the property and which the limits of general liability shall be in the amount of \_\_\_\_\_\_\_\_ Dollars (\$\_\_\_\_\_\_\_\_) combined single limit, naming LESSOR as additional insured. Such coverage shall include a broad form general liability endorsement. The policy shall contain a clause that the LESSEE will not cancel or change the insurance without first giving the LESSOR ten (10) days prior written notice.

LESSOR shall during the term hereof, at it's sole expense, provide and keep in force insurance on the building against loss or damage by fire and extended coverage, in an amount equal to one hundred percent (100%) of the full insurable value, which insurance shall be placed with an insurance company or companies approved by LESSOR and licensed to do business in the state wherein lay the Leased Premises. The term "full insurable value" shall mean actual replacement value of the building (exclusive of costs of excavation, foundations and footing below ground level). The insurance required under this paragraph shall be carried in the name of the LESSOR and LESSEE and shall provide that any proceeds thereunder shall be paid to LESSOR and LESSEE and any applicable mortgage holder, according to their respective interests.

Duplicate originals or certificates of insurance of the policies provided shall be furnished by LESSOR and LESSEE to each other and shall contain an agreement by the insurer that such policy or policies shall not be canceled without at least ten (10) days prior notice to the LESSOR and LESSEE.

**32. NOTICES.** All notices and communications concerning this lease shall be mailed to the parties at the following addresses:

LESSOR	LESSEE

33. SALE BY LESSOR. In the event of a sale or conveyance by LESSOR of all or part of the Leased Premises, the same shall operate to release LESSOR from any future liability upon any of the covenants or conditions, express or implied, herein contained in favor of LESSEE, and in such event LESSEE agrees to look solely to the responsibility of the successor in interest of LESSOR in and to this lease. This lease shall not be affected by any such sale, and LESSEE agrees to attorn to the purchaser or assignee. LESSEE agrees to permit LESSOR, at any time within 60 days prior to the

expiration of this lease, to place upon or in the window of the leased premises any usual or ordinary For Rent or similar sign and to allow prospective tenants, applicants or agents of LESSOR to enter and examine the Leased Premises during the last 60 days of the term hereof, and to permit LESSOR or LESSOR's agents, at any time during the term hereof, to conduct prospective purchasers through the Leased Premises during reasonable business hours.

- **34. COURT ACTION, ATTORNEY'S FEES AND COSTS.** If, upon failure of either party to comply with any of the covenants, conditions, rules or regulations of and in this lease, and suit should be brought for damages on account, or to enforce the payment of Rent herein stipulated, or to recover possession of the Premises or to enforce any provision hereof, the losing party agrees to pay to the prevailing party reasonable costs and expenses incurred in prosecuting these suits.
- **35. ASSIGNMENTS AND SUB-LEASE:** The LESSEE hereby agrees not to assign this lease voluntarily or involuntarily, nor to sub-lease the Premises or any part of the Leased Premises, without the written consent of the LESSOR, under penalty of instant forfeiture of this lease. All rights and liabilities herein given to or imposed upon either of the parties shall extend to the heirs, executors, administrators, successors and assigns of such party.
- **36. INTERPRETATION.** Whenever any word is used in this agreement in the masculine gender, it shall also be construed as being used in the feminine and neuter genders, and singular usage shall include the plural and vice versa, all as the context shall require.
- **37. MODIFICATION.** Any modification or amendment off this agreement shall be in writing and shall be executed by all parties.
- **38. SEVERABILITY CLAUSE:** If any term, covenant, condition, or provision of this lease is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remainder of the provisions shall remain in full force and effect and shall in no way be affected, impaired, or invalidated.
- **39. LAW TO APPLY:** This lease shall be construed under and in accordance with the laws of the State of Wisconsin. Those laws shall govern every aspect of the enforcement of this lease.
- **40. ADDENDUMS.** The following addendums are attached to this lease and shall be initialed by the parties. (Check all that apply or check none)

(	)	Option to Purchase
(	)	Arbitration Agreement
(x	)	Other:

41. OTHER PROVISIONS:	
	_
	cuments are incorporated herein and shall initialed by all parties. If
the corporation.	persons further represent that the terms of this lease are binding upon ESSEE execute this lease to be effective as of the day and date first
LESSEE(s)	LESSOR(s)
G' and a	G'and an
Signature	Signature
Signature	Signature

# ADDENDUM TO COMMERCIAL LEASE AGREEMENT 4148 MAIN STREET, FISH CREEK WI 54212

	,	
shall a	This Addendum is made and entered into the the Town of Gibraltar ("Lessor") and Gibrand and supplement the Commercial Lease emises located at 4148 Main Street, Fish Creek	braltar Historical Association ("Lessee") and a Agreement dated, 20, for
to mai	WHEREAS, the parties wish to clarify and entenance, repairs, inspections, and code complete.	<u>.</u>
as foll	<b>NOW, THEREFORE</b> , in consideration of thous:	the mutual covenants herein, the parties agre
	<b>1. Annual Inspections:</b> Lessee agrees to nittee to conduct an inspection of the Leased P and time.	
	2. Repairs and Upgrades: Lessee shall contain the sted or recommended by the Building Commit shall be performed in a timely manner and in accommendation.	ittee as a result of the annual inspection. Suc
landsc	3. General Maintenance and Upkeep: Le enance and upkeep of the Leased Premises, including. This responsibility excludes existing to des or repairs, which shall remain the responsibility.	cluding snow removal, lawn care, gardens, and trails, public easements, and any trail-related
and oc repairs prever one (1	4. Code Compliance and Capital Improve sary action to bring the Leased Premises into coccupancy codes. This includes, but is not limited so, window upgrades, foundation and drainage ration systems. All improvements required under the position of the applicable inspection or report, and compliance subject to approval by the Lesson	compliance with all applicable building, safety ted to: exterior painting, roof, soffit and fasci repairs, electrical, plumbing, HVAC, and fir ader this paragraph shall be completed within , unless the Lessee submits a written plan for
_	<b>5.</b> No Waiver of Lease Terms: All other ment shall remain in full force and effect. In the original Lease, the terms of this Addendum s	the event of a conflict between this Addendur
above	<b>IN WITNESS WHEREOF</b> , the parties have written.	ve executed this Addendum as of the date firs
	LESSOR	LESSEE
By:	Steve Sohns, Chair	By: Laurie Buske
	Die 10 Dulling, Chair	Laure Dusic

Gibraltar Historical Association

Town of Gibraltar

# General Checking ALL Checks

Posted From: 6/05/2025 From Account:
Thru: 7/02/2025 Thru Account:

	Thru:	7/02/2025 Thru Account:	
Check Nbr	Check Date	Payee	Amount
wrs	6/27/2025 Manual Check	Dept. of Employee Trust Funds May invoice	11,929.08
46504	6/05/2025	Laurie Buske May	2,231.66
46505	6/13/2025	Securian Financial Group, Inc July 2025	328.91
46506	6/27/2025 Manual Check	Richard, Mark Pay period 05/01/2025 to 05/31/2025	92.35
delta	6/26/2025 Manual Check	Delta Dental of Wisconsin Supplemental Billing, vision	295.80
draft	6/13/2025 Manual Check	Wisconsin Deferred Comp 06/13/2025 includes Ward from 6/6/25	277.82
eftps	6/06/2025 Manual Check	EFTPS 06/06/25 tb, fd, plan	1,967.79
eftps	6/13/2025 Manual Check	EFTPS 06/13/2025 staff, dock, airport	7,942.39
eftps	6/27/2025 Manual Check	EFTPS 06/27/25 staff, dock, airport	7,755.21
V3039	6/06/2025 Manual Check	Bertges, Emmaly Pay period 05/01/2025 to 05/31/2025	81.40
V3040	6/06/2025 Manual Check	Birmingham, Thomas Pay period 05/01/2025 to 05/31/2025	637.41
V3041	6/06/2025 Manual Check	Blackwood, Thomas Pay period 05/01/2025 to 05/31/2025	46.17
V3042	6/06/2025 Manual Check	Hancock, Vinni Pay period 05/01/2025 to 05/31/2025	543.94
V3043	6/06/2025 Manual Check	Heck, Jeffrey Pay period 05/01/2025 to 05/31/2025	482.11
V3044	6/06/2025 Manual Check	Jarosz, Jeffrey Pay period 05/01/2025 to 05/31/2025	78.01
V3045	6/06/2025 Manual Check	Lautenbach, Amy Pay period 05/01/2025 to 05/31/2025	303.04
V3046	6/06/2025 Manual Check	Lengh, Robert Pay period 05/01/2025 to 05/31/2025	465.88
V3047	6/06/2025 Manual Check	Merkel, Jayson Pay period 05/01/2025 to 05/31/2025	1,103.01
V3048	6/06/2025 Manual Check	Merline, Linda Pay period 05/01/2025 to 05/31/2025	46.17

ACCT ALL Checks

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# General Checking

6/05/2025 Posted From: From Account:

7/02/2025 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
V3049	6/06/2025 Manual Check	Moore, Jack Pay period 05/01/2025 to 05/31/2025	92.48
V3050	6/06/2025 Manual Check	Murre, Adrian Pay period 05/01/2025 to 05/31/2025	718.26
V3051	6/06/2025 Manual Check	Mustafa, Tas Pay period 05/01/2025 to 05/31/2025	168.44
V3052	6/06/2025 Manual Check	Neu, Beth Pay period 05/01/2025 to 05/31/2025	360.47
V3053	6/06/2025 Manual Check	Pillat, Paul Pay period 05/01/2025 to 05/31/2025	70.17
V3054	6/06/2025 Manual Check	Reynolds, Stephan Pay period 05/01/2025 to 05/31/2025	70.32
V3055	6/06/2025 Manual Check	Selenica, John Pay period 05/01/2025 to 05/31/2025	1,300.93
V3056	6/06/2025 Manual Check	Sohns, Steven Pay period 05/01/2025 to 05/31/2025	1,142.93
V3057	6/06/2025 Manual Check	Volpe, Robert Pay period 05/01/2025 to 05/31/2025	484.51
V3058	6/06/2025 Manual Check	Weitman, Steven Pay period 05/01/2025 to 05/31/2025	388.31
V3059	6/06/2025 Manual Check	Witalison, Travis Pay period 05/01/2025 to 05/31/2025	538.50
V3060	6/13/2025 Manual Check	Bertges, Andrew Pay period 05/25/2025 to 06/08/2025	2,095.26
V3061	6/13/2025 Manual Check	Cain-Bieri, Theresa Pay period 05/25/2025 to 06/07/2025	2,068.81
V3062	6/13/2025 Manual Check	Crowell, Andrew Pay period 05/25/2025 to 06/07/2025	1,801.02
V3063	6/13/2025 Manual Check	Fairchild, John Pay period 05/25/2025 to 06/07/2025	1,455.27
V3064	6/13/2025 Manual Check	Houck, Mary Pay period 05/26/2025 to 06/08/2025	232.73
V3065	6/13/2025 Manual Check	Huberty, Colleen Pay period 05/25/2025 to 06/08/2025	1,368.74
V3066	6/13/2025 Manual Check	Jandu, Manav Pay period 05/25/2025 to 06/07/2025	369.41
V3067	6/13/2025 Manual Check	Linczmaier, Kurt Pay period 05/25/2025 to 06/07/2025	1,787.73

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# General Checking ALL Checks

Posted From: 6/05/2025 From Account:
Thru: 7/02/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V3068	6/13/2025 Manual Check	Lulloff, Walter Pay period 05/25/2025 to 06/07/2025	465.18
V3069	6/13/2025 Manual Check	Newkirk, Peter Pay period 05/26/2025 to 06/08/2025	116.36
<b>V</b> 3070	6/13/2025 Manual Check	Pothast, Michael Pay period 05/25/2025 to 06/07/2025	3,393.75
V3071	6/13/2025 Manual Check	Reetz, Laura Pay period 05/25/2025 to 06/07/2025	1,607.29
V3072	6/13/2025 Manual Check	Reinert, Dustin Pay period 05/25/2025 to 06/07/2025	1,341.26
V3073	6/13/2025 Manual Check	Roesch, Hunter Pay period 05/25/2025 to 06/07/2025	467.88
V3074	6/13/2025 Manual Check	Roesch, Ryan Pay period 05/25/2025 to 06/07/2025	2,038.13
<b>v</b> 3075	6/13/2025 Manual Check	Schermerhorn, Dennis Pay period 05/25/2025 to 06/07/2025	330.65
<b>V</b> 3076	6/13/2025 Manual Check	Thomas, David Pay period 05/19/2025 to 06/08/2025	332.46
<b>V</b> 3077	6/13/2025 Manual Check	Thyssen, Travis Pay period 05/25/2025 to 06/07/2025	2,600.08
V3078	6/13/2025 Manual Check	Witczak, Michael Pay period 05/25/2025 to 06/07/2025	771.74
V3079	6/27/2025 Manual Check	Bertges, Andrew Pay period 06/08/2025 to 06/21/2025	2,095.26
V3080	6/27/2025 Manual Check	Cain-Bieri, Theresa Pay period 06/08/2025 to 06/21/2025	2,053.81
V3081	6/27/2025 Manual Check	Cashetta, Andrew Pay period 06/09/2025 to 06/22/2025	116.36
V3082	6/27/2025 Manual Check	Crowell, Andrew Pay period 06/08/2025 to 06/21/2025	1,725.11
V3083	6/27/2025 Manual Check	Fairchild, John Pay period 06/08/2025 to 06/21/2025	1,455.27
V3084	6/27/2025 Manual Check	Huberty, Colleen Pay period 06/08/2025 to 06/21/2025	1,368.74
V3085	6/27/2025 Manual Check	Jandu, Manav Pay period 06/08/2025 to 06/21/2025	640.19
V3086	6/27/2025 Manual Check	Linczmaier, Kurt Pay period 06/08/2025 to 06/21/2025	1,787.73

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#### General Checking ALL Checks

6/05/2025 Posted From: From Account: 7/02/2025 Thru: Thru Account:

Check Nbr	Check Date	Payee	Amount
V3087	6/27/2025 Manual Check	Lulloff, Walter Pay period 06/08/2025 to 06/21/2025	195.01
V3088	6/27/2025 Manual Check	Mulliken, Hugh Pay period 06/01/2025 to 06/22/2025	290.90
V3089	6/27/2025 Manual Check	Newkirk, Peter Pay period 06/09/2025 to 06/22/2025	49.87
<b>v</b> 3090	6/27/2025 Manual Check	Pothast, Michael Pay period 06/08/2025 to 06/21/2025	2,645.47
V3091	6/27/2025 Manual Check	Reetz, Laura Pay period 06/08/2025 to 06/21/2025	1,607.29
V3092	6/27/2025 Manual Check	Reinert, Dustin Pay period 06/08/2025 to 06/21/2025	1,341.26
V3093	6/27/2025 Manual Check	Roesch, Hunter Pay period 06/08/2025 to 06/21/2025	969.87
V3094	6/27/2025 Manual Check	Roesch, Ryan Pay period 06/08/2025 to 06/21/2025	1,944.94
V3095	6/27/2025 Manual Check	Thomas, David Pay period 06/09/2025 to 06/22/2025	191.17
V3096	6/27/2025 Manual Check	Thyssen, Travis Pay period 06/08/2025 to 06/21/2025	2,600.08
V3097	6/27/2025 Manual Check	Trainer, James Pay period 06/08/2025 to 06/21/2025	783.26
V3098	6/27/2025 Manual Check	Walker, Christ Pay period 06/09/2025 to 06/22/2025	91.42
V3099	6/27/2025 Manual Check	Witczak, Michael Pay period 06/08/2025 to 06/21/2025	879.63
cc bill	6/12/2025 Manual Check	Nicolet National Bank bp, gas for ford	9,777.16
charter	6/18/2025 Manual Check	Charter Communications	749.77
wrs ins	6/23/2025 Manual Check	Dept. of Employee Trust Funds July invoice	22,482.56
def comp	5/27/2025 Manual Check	Wisconsin Deferred Comp 06/27/25	227.82
wps bill	6/13/2025 Manual Check	Wisconsin Public Service Electric	3,167.51
sales tax	6/13/2025 Manual Check	Wisconsin Department of Revenue sales tx	163.99

7/02/2025	2:29 PM	Reprint Ch	neck Register - Quick Report	- ALL	Page: 5 ACCT
Genera	al Checking			ALL Checks	
Post	ted From:	6/05/2025	From Account:		
	Thru:	7/02/2025	Thru Account:		
Check Nbr	Check Date	Payee			Amount
wi withhold	6/16/2025	Wisconsin De	epartment of Revenue		1,415.52
	Manual Check	Withholding	06/15/2025		
wi withhold	7/01/2025	Wisconsin De	epartment of Revenue		1,318.85
	Manual Check	Withholding	06/30/2025		

Grand Total 130,723.04

7/02/202	25 2:29 PM	Repr	int Check Register - Quick Report - ALL	Page: 6 ACCT
C	General Checking	3	ALL Checks	
	Posted From:	6/05/2025	From Account:	
	Thru:	7/02/2025	Thru Account:	
				Amount
Total	Expenditure fr	com Fund # 100	- GENERAL FUND	107,401.61
Total	Expenditure fr	com Fund # 401	- CAPITAL PROJECT 1	3,287.96
Total	Expenditure fr	com Fund # 501	- DOCK FUND	18,494.47
Total	Expenditure fr	com Fund # 601	- AIRPORT FUND	1,539.00

Total Expenditure from all Funds

130,723.04

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# ALL Checks by Payee

General Checking

Dated From: From Account:

	Thru:	Thru Account:	
Voucher Nbr	Check Date	Payee	Amount
	6/19/2025	AMI Consulting Engineers P.A. 23124 Final Dock billing	29,212.50
	6/25/2025	Associated Appraisal Consultants, Inc. July	1,316.67
	6/19/2025	Baylake Electric, LLC wirint hot water heater, flag pole outl	462.50
	6/19/2025	CliftonLarsonAllen, LLP financial state report	2,582.80
	6/19/2025	Conway, Olejiniczak & Jerry, S.C. fire truck, usps lease, buildings	3,683.00
	6/19/2025	Culligan Water Conditioning bottled water	83.00
	6/19/2025	Death's Door Design & Development, Inc clearing of lot, not part of constructio	27,495.00
	6/19/2025	District 2, Inc pip mon ext	1,102.80
	6/19/2025	Door County Cooperative solenoid	84.99
	7/01/2025	Door County Custom Homes 4451 Daisy Patch Rd	400.00
	6/19/2025	Door County IT cyber security remote work	3,796.35
	6/19/2025	Door County Treasurer MFL Due to county	101.99
	6/19/2025	Door County Treasurer sweeping, cold mix	10,235.44
	6/19/2025	Fairchild Equipment annual inspection, genie	361.00
	6/20/2025	Glen Dorsch slip waitlist removal	500.00
	7/01/2025	Going Garbage & Recycling, Inc Garbage	2,051.25
	6/25/2025	Graciel Ann Cecilio return bond, 4097 Welcker Cliff Dr	400.00
	6/25/2025	Greg and Susan Brett return bond, 2942 Sugar Bush Rd	400.00
	7/01/2025	Hammersmith TV Sales & Service milwaukee tool mount	77.47

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ALL Checks by Payee ACCT

# General Checking

Dated From: From Account:

Thru: Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	7/02/2025	Hat Head garments 202462	3,107.00
	6/19/2025	Herlache Small Engine, Inc oil filter, cable	75.20
	6/19/2025	Hyline Orchard Farm Market overpayment of liquor license renewal	250.00
	6/25/2025	Jayson Merkel reimburse, dog training radios	421.49
	6/25/2025	Johnny B Home Construction return bond, 4402 Daisy Patch Rd	400.00
	6/19/2025	Justin's Small Engine lawn mower blade	23.98
	7/01/2025	Lake and Pond Solutions herbicide/algaecide application	2,370.54
	6/19/2025	Laurie Buske June	2,290.58
	6/25/2025	Lawn Doctor lawn maint	954.75
	6/19/2025	Leon & Sharon Zellner supplies, filter oil	228.66
	6/19/2025	May's Sport Center belt, oil filter	164.98
	7/01/2025	Northern Door County Boat Rental reimburse adjustments to west dock	843.35
	6/19/2025	Northern Door Pest Control spider and wasp treatment	1,690.00
	6/25/2025	Peil Sanitation Service septic pump	685.00
	6/19/2025	Peninsula Pulse bor, jrb, lrip, liquor lice	1,837.92
	6/19/2025	Reinhard Plumbing, Inc jet out sewer	2,114.65
	6/25/2025	Robert R Wise wayfinding sign for businesses in Noble	700.00
	6/19/2025	Roberts Quality Irrigation LLC 2787,2788	1,372.25
	6/19/2025	Rural Mutual Insurance business insurance	73,651.00

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General Checking

Dated From: From Account:

	Thru:	Thru Account:		
Voucher Nbr	Check Date	Payee		Amount
	6/25/2025	Sherwin Williams Co. paint for exterior		398.55
	6/19/2025	Stantec Consulting Services Inc sp consult, multimodal trail grant		25,452.50
	6/26/2025	Tielens Construction return bond 3883 gibraltar rd		400.00
	6/25/2025	Walt's Petroleum Service, Inc repair motor, wiring harness		2,916.00
	6/19/2025	Wisconsin Dept of Transportation bike ped feasibility study		16.55
	6/19/2025	Wisconsin State Laboratory of Hygiene Water Test		175.00
			Grand Total	206,886.71

7/02/2025	2:33 PM	In Progress Checks - Quick Report - ALL	Page:	4
		ALL Checks by Payee	ACCT	
		General Checking		

Dated From: From Account:
Thru: Thru Account:

	Amount
Total Expenditure from Fund # 100 - GENERAL FUND	133,432.02
Total Expenditure from Fund # 401 - CAPITAL PROJECT 1	16,000.00
Total Expenditure from Fund # 501 - DOCK FUND	57,454.69
Total Expenditure from all Funds	206,886.71