

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: 837 3024 9910
Passcode: 564448

TOWN OF GIBRALTAR
REGULAR MONTHLY MEETING WITH
CLOSED SESSION PER WIS. STATS. §19.85(1)(c), (e) & (g)
WEDNESDAY, AUGUST 6, 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 Hands On Art Studio Special Event Request D/A
- 10. Consideration of 2025-26 “Class C” License (wine only) to Door County Hidden Kitchen, LLC, Peggy Reineck, agent D/A
- 11. Consideration of appointment to Airport Commission D/A
- 12. Destination Door County Presentation D
- 13. Consideration of internet speed upgrade for Town Center D/A
- 14. Consideration of recommendation to sell used fire station generator and transfer switch D/A
- 15. Identify process for enforcement of Ordinance 2014-05 Regarding Issuance of Alcohol Licenses D/A
- 16. Consideration of Operator’s Licenses 2025-26 D/A
- 17. Amend Ordinance 2022-30 Speed Limits Identified and Traffic Flow—Islandview Road D/A
- 18. Consideration of Stantec Stream Restoration Project D/A
- 19. Road maintenance-Infrared patch/crack fill D/A
- 20. Consideration of micro sealing road maintenance-capital expense D/A
- 21. Consideration of Cedar Corp Waterfront Park Storm Waterfront Management Summary D/A
- 22. Consideration of directing staff to write RFP for design and permitting waterfront area D/A
- 23. Add on: Consideration of Cut on Main, on behalf of Fast Lane Drive, Special Event Request for reserved parking on Hwy42 on August 21, 2025 D/A
- 24. Discussion of lease terms with GHA for property at 4148 Main Street D/A
- 25. Payment of Accounts D/A
- 26. Add on: Adjourn to closed session according to Wisconsin State Statutes 19.85(1)(c), (e) and (g) D/A

(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility: employee compensation, and

(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; and

(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: cottage relocation

- 27. 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 D/A
- 28. Approve action(s) taken in closed session D/A
- 29. Adjourn D/A

/s/ Steve Sohns, Chair

DEVIATION IN ORDER MAY OCCUR

Posted August 1, 2025	<u>X</u>	Fish Creek Post Office
Reposted August 4, 2025	<u>X</u>	Fish Creek BP
	<u>X</u>	Town Center Display Case
	<u>X</u>	Town Website
<hr/> Laura Reetz, Clerk		

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

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

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

Approved:

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

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

Pledge of Allegiance:

Roll call/quorum: Board members present: Chair Sohns, Supervisor Birmingham, Supervisor Hancock, Supervisor Selenica and Supervisor Merkel (arrived at 7:13 p.m.). Board member(s) absent: None.

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

Approve minutes of previous meeting(s): *Motion (Birmingham/Selenica) to approve minutes from June 4, 2025 regular meeting as corrected at line 27 on page 2. Carried. Motion (Birmingham/Selenica) to approve minutes from June 11, 2025 Downtown Design Workshop as written. Carried. Motion (Birmingham/Sohns) to approve minutes from June 14, 2025 special meeting as written. Carried.*

Parks and Lands: Buske reported Committee continues work on CORP Plan. Reviewed goals and vision statement and walked Fish Creek Park to observe recent progress. Next meeting scheduled for July 22, 2025. Buske also encouraged everyone to complete CORP Plan survey.

Fire Department/EMR: Chief Bertges was unavailable at time of report due to an active call but arrived at 7:32 p.m.

Police Department: Chief Roesch was unavailable at time of report due to active call but arrived at 7:47 p.m. Administrator Thyssen gave a brief update on his behalf, stating Department has been busy handling seasonal activity. No major issues reported. He continues to use speed trailer.

VFC: Lancaster reported Jessica Murphy is no longer with VFC. Lancaster will be assuming her role. Halfway through Fish Fri series and working on fall events, Shoptember and Jack O'Lantern Days.

Noble House: Buske reported Noble House is busy. She reported great turnout for civil war encampment and Concerts in the Park series. July 29 is anniversary of Noble House celebration.

Airport: Thyssen reported airport has had a lot of traffic. Moving forward on Phase I expansion project and working on County permitting for hangar C7.

Watershed: Merline reported the creek is quite flooded

Plan Commission: No report.

Harbor Commission: Harris reported dock is busy and new staff is working out well. Dockmaster is doing great job. Commission met this morning and will be presenting proposal for dock repairs and design to Board. Harris also reported live camera at dock is up and running.

Door County Tourism Zone/Room Tax: Thyssen reported Destination Door County audit review showed 8% increase in visitors from last year, with notable shift in demographics, including 15% decline from Illinois and Chicago but 40% increase from Green Bay and Appleton. Cain-Bieri added Commission recently hired additional staff to support compliance reviews and enforcement related to room tax collections.

Building Committee: No report.

Door County Coastal Byways: No report.

Broadband Report: Steigenberger reported committee continues to meet monthly. Work has stopped on installation due to dispute between Bertram and subcontractor.

County Board Representative Report: Hancock reported County Board passed a resolution opposing corporate purchases of single-family homes, with exemptions for local businesses providing workforce or affordable housing.

1 **Clerk Report:** Will attend CTI July 14-18. Event is virtual this year.

2 **Treasurer Report:** Cain-Bieri reported she recently completed a 30-hour Human Resources
3 Management certificate program through UWGB. Working on financial forecasting for Harbor.
4 She noted several counties passed resolutions opposing proposed Door County radio fee. County
5 meeting to further discuss fee is scheduled for next week.

6 **Administrator:** Thyssen reported that County approved zoning change allowing airport property
7 to be treated as single parcel for zoning purposes. Phase II of sewer extension project is mostly
8 complete. Pulverizing work has begun on Islandview Road. New culvert on Little Marsh Road is
9 functioning well. Lighthouse painting is approximately 75% complete. Will be meeting with crack
10 filling company to prepare for 2025 road maintenance. Two cottages are being relocated this
11 evening. A speed limit change on Islandview may be needed. Supervisor Birmingham asked about
12 White Cliff Road project.

13 **Chairman:** Chair Sohns reported TAC committee successfully advocated for 3% increase in
14 general transportation aids, \$30 million for small bridge assistance, \$2 million for disaster flood
15 mitigation funding, and \$3 million for flood control systems.

16 **Public Comment:** Karl Stubenvoll addressed the Board and asked when WPS will fix the
17 sidewalk. Cain-Bieri reported there have been a lot of fraud alerts and scams, need to be careful.
18 Sue Enroth addressed the Board about plans for gravel lot. Tom Birmingham asked about flags on
19 lampposts in Town.

20 **Consideration of GHA amended special event request Concerts in the park: 8/30/2025:** Buske
21 presented amended request to add Ukulele Society Gazebo concert from 9 am to Noon on August
22 30, 2025. *Motion (Selenica/Merkel) to approve amended event request. Carried.*

23 **Consideration of VFC special event request Shoptember 9/20/2025:** Lancaster presented
24 request on behalf of VFC for Shoptember (f/k/a/ Inside/Outside Days) event on September 20,
25 2025. *Motion (Hancock/Birmingham) to approve VFC Shoptember event request. Carried.*

26 **Consideration of VFC special event request Jack O' Lantern Days 10/24 to 10/26/2025:**
27 Lancaster presented request on behalf of VFC for Jack O' Lantern Days event October 24 to 26,
28 2025. Merkel asked if she has been in communication with fire department regarding their open
29 house that weekend. *Motion (Birmingham/Selenica) to approve VFC Jack O' Lantern Days event
30 request. Carried.*

31 **Consideration of VFC special event request Hometown Holidays 12/5 to 12/6/2025:** Lancaster
32 presented request on behalf of VFC for Hometown Holidays event December 5-6, 2025. *Motion
33 (Birmingham/Hancock) to approve VFC Hometown Holidays event request. Carried.*

34 **Consideration of Operator's Licenses 2025-26:** Supervisors reviewed list of additional operator
35 license applications. *Motion (Sohns/Merkel) to approve additional operator license applications.
36 Carried.*

37 **Consideration of appointment of alternate to Plan Commission:** Chair Sohns stated if anyone
38 knows of anyone interested in serving, please contact him. No action at this time.

39 **Consideration of Written Testimony to RPC regarding proposed zoning amendment**
40 **allowing minimum lot size exemption for public purpose:** Thyssen explained proposed
41 amendment. Supervisors discussed proposed amendment. Merline addressed the Board. *Motion
42 (Merkel/Selenica) to direct staff to speak in support of proposed zoning amendment. Carried.*

43 **Consideration of amendments to Ordinance 2025-02-Architectural Design Standards:**
44 Thyssen advised Plan Commission approved amendments to ordinance to regulate changes to
45 exterior color. Under revised language, repainting using same color, original color, or white is
46 exempt from review. Any other change in exterior color requires Plan Commission approval under
47 compliance process. Supervisors discussed changes. Merline clarified amendments. Lancaster

1 addressed the Board. Statement from Supervisor Hancock. Statement from Supervisor Merkel.
2 Karl Stubenvoll, Liz Karl and Nancy Sargent addressed the Board. Staff reported Corp Counsel
3 confirmed amended ordinance does not conflict with County zoning regulations. *Motion*
4 *(Sohns/Selenica) to approve amendments to ordinance. Birmingham aye, Sohns aye, Hancock nay,*
5 *Selenica aye, Merkel nay. Carried.*

6 **Consideration of Resolution 2025-05: regarding annual enterprise fund payment from Dock:**
7 Town Board previously approved Harbor Commission's request to allocate the annual \$20,000
8 enterprise fund payment from the Fish Creek Town Dock to a committed fund for future harbor
9 improvements. Resolution 2025-05 formalizes that action and is presented for signature. *Motion*
10 *(Birmingham/Merkel) to approve resolution. Carried.*

11 **Approval of design/engineering services with Cedar Corp for Cedar Court/Main Street**
12 **project:** Staff presented design and engineering agreement with Cedar Corp for Phase I of the
13 Cedar Court/Main Street project following Board's June 11, 2025 decision to move forward with
14 Phase I improvements. Statement from Chair Sohns. *Motion (Selenica/Birmingham) to approve*
15 *design and engineering agreement with Cedar Corp for Phase I of Cedar Court/Main Street*
16 *project. Carried.*

17 **Discussion of lease terms with GHA for property at 4148 Main Street:** Board reviewed
18 proposed draft lease agreement between Town and GHA for property at 4148 Main Street and
19 requested feedback from lessee. Selenica asked about public informational meetings. Statement
20 from Sue Enroth. Statement from Barb McKesson. Cain-Bieri noted the need to articulate lease
21 terms related to repairs. Birmingham addressed need to have lease term. Insurance coverage was
22 discussed. Outdoor maintenance was discussed. Question regarding use of leased premises. Staff
23 will make revisions to draft lease terms.

24 **Set date for Chambers Island roads review: Monday August 18, 2025 at 3:00 p.m.**

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

26 **Adjourn to closed session according to Wisconsin State Statutes 19.85(1)(e) and (g):** *Motion*
27 *(Sohns/Hancock) to adjourn to closed session at 9:27 p.m. via roll call vote. Birmingham aye,*
28 *Sohns aye, Hancock aye, Selenica aye, Merkel aye. Carried.*

29 *(e) Deliberating or negotiating the purchasing of public properties, the investing of*
30 *public funds, or conducting other specified public business, whenever competitive or*
31 *bargaining reasons require a closed session: broadband contract;*

32 *and*

33 *(g) Conferring with legal counsel for the governmental body who is rendering oral or*
34 *written advice concerning strategy to be adopted by the body with respect to litigation*
35 *in which it is or is likely to become involved: 1. disallowance of claim and 2. pending*
36 *litigation*

37 **Reconvene to open session pursuant to State Statute 19.85(2) to take any action(s) or adopt**
38 **resolution on issues discussed in closed session:** *Motion (Hancock/Merkel) to reconvene to open*
39 *session at 10:25 p.m. Carried.*

40 **Approve action(s) taken in closed session:** *Motion (Hancock/Selenica) to send WPS claim to*
41 *insurance. Carried.*

42 **Adjourn:** *Motion (Hancock/Birmingham) to adjourn at 10:26 p.m. Carried.*

43
44 Respectfully submitted,

45
46 Laura Reetz, Clerk

Dear Gibraltar Police Dept.

I am writing to express my gratitude to your officer "RYAN". ON 6-29-25 HE WAS CALLED TO THE TOP OF THE HILL SHOPS IN FISH CREEK. A YOUNG MAN WHO SEEMED TO BE VERY ARTISTIC WAS VERY CONFUSED, UNABLE TO COMPLETE A COMPLETE THOUGHT AND KEPT REPEATING NON SENSICAL PHRASES. OFFICER RYAN WAS COMPLETELY COMPASSIONATE. THE SITUATION BROKE OUR HEARTS. HOWEVER WE FOUND CONSOLATION SEEING ^{HOW} THE CONFUSED MAN WAS TREATED BY RYAN + HIS TEAM. IF THE CONFUSED MAN WAS MY SON I COULD WANT TO THANK HIM FROM THE BOTTOM OF MY HEART.

BEST WISHES
KIM BLUMENT

From: [BUSCH, PAMELA](#)
To: [BUSCH, PAMELA](#)
Subject: County of Door Transportation Newsletter - Quarter 2
Date: Monday, July 14, 2025 11:53:53 AM
Attachments: [Transportation Newsletter 2025 Quarter 2 FINAL.pdf](#)

You don't often get email from pbusch@co.door.wi.us. [Learn why this is important](#)

Good afternoon,

Attached is the second quarter newsletter for 2025 that includes the latest news for Door County Connect (ADRC bus/van) and Door 2 Door Rides.

If anyone has questions or wants more information about our transportation services, I am available to all municipalities in Door County. My contact is below and in the newsletter. I also welcome an invite to one of your meetings so that I can provide a brief overview of our services and answer any questions.

Also, if you haven't already, please add a link for our transportation information to your website. The following is the link that I would suggest:

<https://www.doorcountyconnect.com/170/Transportation>

Please include this email and the attached newsletter in your next meeting packet as correspondence.

Thank you,
Pam

Pam Busch
Transportation Manager | Door County Transportation Department
916 N 14th Avenue | Sturgeon Bay WI 54235
920-746-5982 | pbusch@co.door.wi.us

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**Door County Transportation Department
Quarterly Newsletter
July 2025**

Get Connected. Get on Board.

The County of Door operates public transit services through its Transportation Department located at the Aging and Disability Resource Center (ADRC). Public transit services do not have eligibility requirements. Therefore, anyone may ride for any reason. Services are offered through Door County Connect and Door 2 Door Rides. Please see next page for service details.

The following are a few of our ridership statistics:

Door 2 Door Rides provided almost 40,000 rides in 2024 and provided over 19,000 rides through June 2025.

Door County Connect provided almost 6,350 rides in 2024 and provided over 3,000 rides through June.

**Door County Community Foundation Supports
Transportation Services**

The Door County Community Foundation, Inc.'s support for transportation services dates back to 2006 when they supported United Way of Door County's efforts to start a Transportation Consortium, which is now called the Transportation Resource Improvement Partners. This effort led to the launch of public transit in Door County.

Recently, the Foundation awarded Door County a \$5,548 Sustainability Grant through its Door County Growing Older Fund. If you are interested in supporting the County's transportation services, please contact Pam at (920) 746-5982 or email pbusch@co.door.wi.us.



Adam Peronto, Door County Community Foundation, presenting a check to Pam Busch, Door County Transportation Dept.

Upcoming Events

Rural Transit Day

July 16 – No Cost to Riders Day
July 22 – Transportation Staff Picnic

Door 2 Door Rides 15th Anniversary

August 10th

Testimonial

"Your team saved the day and let my dad's second cataract surgery be accomplished as scheduled. I was not feeling well and couldn't drive him, but you did. Thank you! Tasha on scheduling, Brenda and a gentlemen that drove, and Pam for checking with drivers to find sunglasses left in van. I really appreciated your patient, friendly help with four rides for my dad."



Door County Connect

Door County Connect provides rides throughout the City of Sturgeon Bay and an extended area up to 10 miles from the ADRC. Service is available Monday through Thursday, 7:45 am-4:15 pm and Friday 7:45 am-1:15 pm.

Riders pay \$2.00 per trip in the city and \$5.00 per trip in the extended area. Travelers who are within the city service area and have lunch at the ADRC in Sturgeon Bay pay a half price fare.

Schedule a Ride: Call (920) 746-6944

Questions: Call (920) 746-5982 or

Email transportation@co.door.wi.us

Door 2 Door Rides

Door 2 Door provides rides throughout the County, except for service on Washington Island. Service is available Monday through Sunday in the Orange Core and Green Zone and Monday through Friday in the Blue, Pink and Yellow Zones. *Please see service map on first page.*

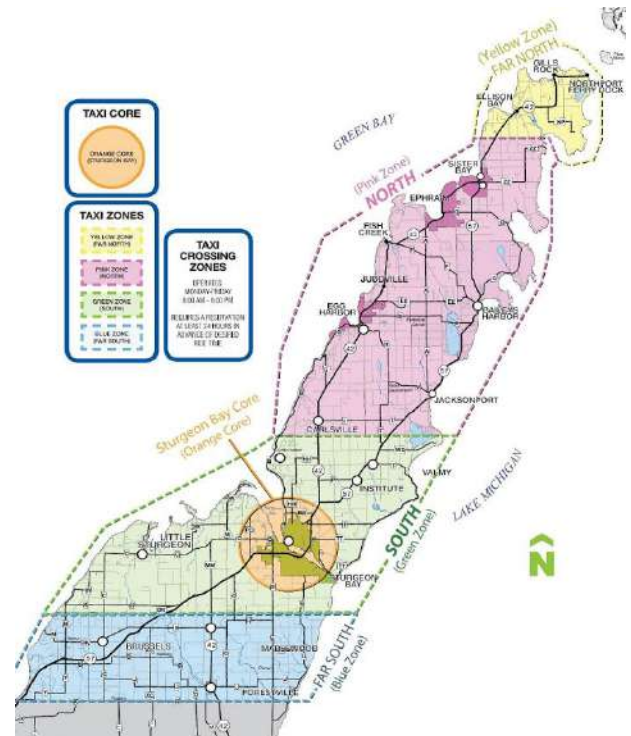
Fares are dependent on where a person is traveling. You can view fares at:

<https://doorcountyconnect.com/1049/Service-Areas-Hours-and-Rates>

Schedule a Ride: Call (920) 746-6948

Questions: Call (920) 746-5982 or

Email transportation@co.door.wi.us



The first D2D Van to be put into service on August 10, 2010.

For up-to-date information, to schedule a presentation, or to support Door County Connect-Public Transit, please contact:

Pam Busch at (920) 746-5982 or e-mail pbusch@co.door.wi.us

Follow Door County Connect on Facebook and check out our website

www.doorcountyconnect.com

To: Town Board

From: Staff

Request:

Approval and issuance of a “Class C” Wine License for Door County Hidden Kitchen LLC, Peggy Reineck, agent, for the premises located at 4360 Juddville Road, Fish Creek, Wisconsin.

Background:

Door County Hidden Kitchen LLC has submitted an application for a “Class C” Wine License, which authorizes the sale of wine by the glass or in an opened original container for consumption on the premises, under Wis. Stat. § 125.51(3m). The business is located at 4360 Juddville Road and is properly licensed with the Town. A valid Wisconsin Seller’s Permit has been provided. Required publication has been completed in accordance with statutory notice requirements.

The Hidden Kitchen is a small, community-oriented venue offering a mix of virtual and in-person cooking classes, including “Cook the Book” sessions, limited-capacity pop-up events, and charitable food programs. The business also hosts small retail opportunities and supports local entrepreneurs through seasonal showcases. Alcohol service will complement the nature of the events offered and is consistent with the intended use of the space.

Analysis:

The property is properly zoned and no known objections have been raised. The applicant has met the Town’s licensing requirements and submitted all necessary documentation. Based on the intended use and compliance with applicable laws, staff finds no reason to deny the request.

Recommendation:

Town staff recommend approval and issuance of a “Class C” Wine License for Door County Hidden Kitchen LLC, Peggy Reineck, agent, located at 4360 Juddville Road, Fish Creek.

Fiscal Impact:

License and publication fee has been paid by applicant.

Form
AB-200

Alcohol Beverage License Application

For Municipal Use Only	
Municipality	Gibraltar
License Period	2025-2026

License(s) Requested: (up to two boxes may be checked)

- ☐ Class "A" Beer \$ _____ ☐ Class "B" Beer \$ _____
- ☒ "Class A" Liquor \$ _____ ☐ "Class B" Liquor \$ _____
- ☐ "Class A" Liquor (cider only) \$ _____ ☐ Reserve "Class B" Liquor \$ _____
- ☒ "Class C" Liquor (wine only) \$ _____

Fees	
License Fees	\$
Background Check Fee	\$
Publication Fee	\$
Total Fees	\$

Part A: Premises/Business Information

1. Legal Business Name (individual name if sole proprietorship)			
Door County Hidden Kitchen LLC			
2. Business Trade Name or DBA			
3. FEIN		4. Wisconsin Seller's Permit Number	
33-3953863		456-1030356956-02	
5. Entity Type (check one)			
<input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization		7. Date of Organization	
WI		3-12-25	
8. Wisconsin DFI Registration Number			
D081932			
9. Premises Address			
8491 Hwy 42			
10. City		11. State	12. Zip Code
Fish Creek		WI	54212
13. County		14. Governing Municipality: <input type="checkbox"/> City <input checked="" type="checkbox"/> Town <input type="checkbox"/> Village	
Door		of: Gibraltar	
15. Aldermanic District		16. Premises Phone	
		9206808280	
17. Premises Email		18. Website	
pegreineck@gmail.com		doorcountyhiddenkitchen.com	
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary.			
20. Mailing Address (if different from premises address)			
4360 Juddville Rd			
21. City		22. State	23. Zip Code
Fish Creek		WI	54212

Part B: Questions

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No		
If yes, list the details of violation below. Attach additional sheets if necessary.		
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol . . . ☐ Yes ☒ No
If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.
3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor? . . . ☐ Yes ☒ No
If yes, provide the name of the restricted investor and describe the nature of the interest.
4. Is the applicant business owned by another business entity? . . . ☐ Yes ☒ No
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.
- | | |
|-----------------------------|--------------------------|
| 4a. Name of Business Entity | 4b. Business Entity FEIN |
|-----------------------------|--------------------------|
5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion. ☒ Yes ☐ No
6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine? ☐ Yes ☒ No
7. Does the applicant business owe past due municipal property taxes, assessments, or other fees? ☐ Yes ☒ No

Part C: Individual Information

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Reineck	Peggy	Owner	920 680 8280

Part D: Attestation

One of the following must sign and attest to this application:

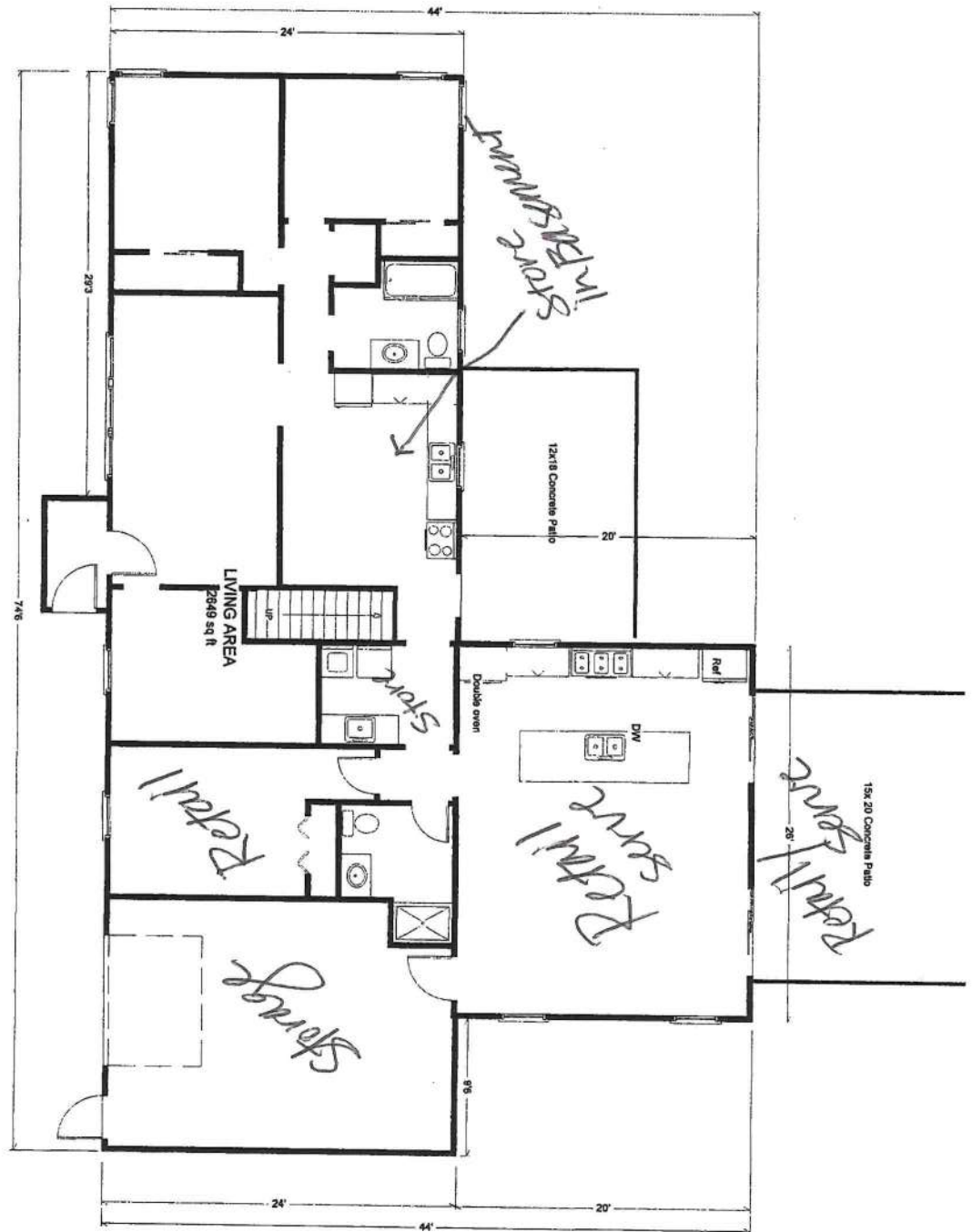
- sole proprietor • one general partner of a partnership • one corporate officer • one member of an LLC

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Reineck	First Name Peggy	M.I. S
Title Owner	Email pegreineck@gmail.com	Phone 920 680 8280
Signature Peggy Reineck		Date

Part E: For Clerk Use Only

Date Application Was Filed With Clerk 7-21-25	License Number	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk		Date Provisional License Issued (if applicable)	





State of Wisconsin • DEPARTMENT OF REVENUE

Personal Wallet Copy

Seller's Permit: 456-1030356956-02

Legal/Real Name: DOOR COUNTY RETREATS LLC

Signature

Lezzy Rineck

Alcohol Beverage
Appointment of Agent

Date

Agent Type (check one)

- ☒
- Original (no fee)
- ☐
- Successor (\$10 fee for municipal licensees only)

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)
Door County Hidden Kitchen LLC
2. Business Trade Name or DBA
3. Entity Type (check one) ☒ Limited Liability Company ☐ Corporation ☐ Nonprofit Organization
4. Alcohol Beverage Business Authorization (check one) ☒ Municipal Retail License ☐ State Permit
5. If successor agent, provide State Permit or Municipal Retail License Number
6. Describe the reason for appointing a successor agent, if successor is checked above.

Part B: Agent Information

1. Last Name Reineck 2. First Name Peggy 3. M.I. S
4. Email pegreineck@gmail.com 5. Phone 920 680 8280
6. Home Address 4360 Juddville Rd
7. City Fish Creek 8. State WI 9. Zip Code 54212 10. Date of Birth 12/28/71
11. Drivers License/State ID Number R520-6777-1968-08 12. Drivers License/State ID State of Issuance

Part C: Agent Questions

1. Have you satisfied the responsible beverage server training requirement? ☒ Yes ☐ No
Submit proof of completion.
2. Have you completed Form AB-100, Alcohol Beverage Individual Questionnaire (licensee) or
Form AB-300, Alcohol Beverage Personal Questionnaire (permittee)? ☒ Yes ☐ No
3. Have you been a Wisconsin resident for at least 90 continuous days? ☒ Yes ☐ No
See instructions for exceptions.

Continued →

Part D: Business Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Undersigned**, authorize the above-named individual to act for the above-named corporation, nonprofit organization, or limited liability company with full authority and control of the premises and of all alcohol beverage activities on such premises. I certify that I am authorized by the above-named entity to authorize this individual to act on behalf of the entity. If I am appointing a successor agent, I rescind all previous agent appointments for this premises. Further, I understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Reineck	First Name Peggy	M.I. S
Title Owner/Mg Member	Email pegreineck@gmail.com	Phone 920 680-8280
Signature Peggy Reineck	Date 7-21-25	

Part E: Agent Attestation

READ CAREFULLY BEFORE SIGNING: I, the **Agent**, hereby accept this appointment as agent for the above-named corporation, nonprofit organization, or limited liability company and assume full responsibility for the conduct of all alcohol beverage activities on the premises for the above-named business. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Reineck	First Name Peggy	M.I. S
Signature Peggy Reineck	Date 7-21-25	



Certificate Of Completion

Responsible Vendor Training Program

This certificate represents the successful completion of an approved Wisconsin Department of Revenue Responsible Beverage Server Course in compliance with secs. 125.04(5)(a)5., 125.17(6), and 134.66(2m), Wis.

Name : Peggy Reineck


Steven A. Dean, CEO
www.sellerserverclasses.com

This online responsible alcohol vendor training & assessment program is provided by Seller Server Classes.

Having successfully completed the program, the student will be provided with this course completion certificate for their own records.

Name : Peggy Reineck

Course Name : Seller Server Course

Date Completed : 7/21/2025

Expiration Date : 7/21/2027

Certificate Number : 193471

Provider : EduClasses.org



Alcohol Beverage
Individual Questionnaire

Date

All individuals involved in the alcohol beverage business must complete this form, including:

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

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

Part A: Business Information

1. Legal Business Name (individual name if sole proprietor)

Door County Hidden Kitchen LLC

2. Business Trade Name or DBA

3. Entity Type (check one)

☐ Sole Proprietor☐ Partnership☒ Limited Liability Company☐ Corporation☐ Nonprofit Organization

Part B: Individual Information

1. Last Name

Reineck

2. First Name

Peggy

3. M.I.

S

4. Relationship to Business (Title)

owner

5. Email

pegreineck@gmail.com

6. Phone

920 680 8280

7. Home Address

436a Juddville Rd

8. City

Fish Creek

9. State

WI

10. Zip Code

54212

11. Date of Birth

12/28/71

12. Drivers License/State ID Number

R520-6777-1968-08

13. Drivers License/State ID State of Issuance

WI

Part C: Address History

1. Do you currently live in Wisconsin? ☒ Yes ☐ No

If yes, provide the month and year when you permanently moved to Wisconsin (MM/YYYY)

2. List in chronological order all of your addresses within the last 5 years. Attach additional sheets if necessary.

Previous Address 1

436a Juddville Rd

City

Fish Creek

State

WI

Zip Code

54212

Previous Address 2

City

State

Zip Code

Previous Address 3

City

State

Zip Code

Previous Address 4

City

State

Zip Code

Previous Address 5

City

State

Zip Code

3. List all states and counties you have lived in as an adult. Attach additional sheets if necessary.

State

County

WI

Door

State

County

WI

Outagamie

State

County

State

County

State

County

WI

Brown

State

County

State

County

State

County

Continued →

Part D: Criminal History

1. Have you ever been convicted of any offenses (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or of any county or municipal ordinances? ☐ Yes ☒ No

If yes to question 1, please list details of each conviction below. Attach additional sheets as needed.

Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No
Law/Ordinance Violated	Location	Conviction Date
Penalty Imposed		Was sentence completed? <input type="checkbox"/> Yes <input type="checkbox"/> No

2. Are charges for any offenses currently pending against you (excluding traffic offenses unless related to alcohol beverages) for violation of any federal, Wisconsin, or another state's laws or any county or municipal ordinances? ☐ Yes ☒ No

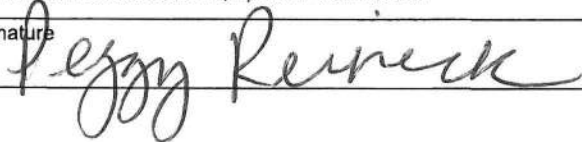
If yes to question 2, describe nature and status of pending charges using the space below. Attach additional sheets as needed.

Part E: Attestation

READ CAREFULLY BEFORE SIGNING: Under penalty of law, I have answered each of the above questions completely and truthfully. I certify that I am not prohibited from participating in this business due to any involvement in another tier of the alcohol beverage industry as a restricted investor. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Signature

Date



7-21-25

To: Town Board
From: Staff

Request:

Renew appointment to the Ephraim-Gibraltar Airport Commission.

Background:

The Ephraim-Gibraltar Airport Commission was established to control, operate, and maintain the Ephraim-Gibraltar Airport in accordance with § 114.14, Wis. Stats., and the Airport Operation and Maintenance Agreement between the Town of Gibraltar and the Village of Ephraim. Each municipality appoints three representatives to the Commission. Commissioners must be persons especially interested in aeronautics and are responsible for ensuring compliance with applicable federal and state laws, including FAA regulations and grant assurances.

Commissioner Jeff Drajesk's current term is set to expire August 31. He has expressed interest in continuing to serve.

Analysis:

Notice of the term appointments was published. A letter of interest was received from Jeff Drajesk. Jeff is an active and engaged member of the Airport Commission and has taken on a key role in the operations and oversight of the airport. His continued appointment will provide continuity and experienced leadership.

Recommendation:

Chairman Sohns will nominate his selection after review. The Board can approve or deny the appointment.

Fiscal Impact:

There is no fiscal impact.

July 15, 2025

Dear Board of the Town of Gibraltar,

I have served on the Ephraim-Gibraltar Airport Commission representing the Town of Gibraltar for two terms, and I would like to be considered for continuing my service to this Commission and Airport. Since moving to Fish Creek in 2017, I have:

1. Served as an Airport Attendant and improved processes for their work,
2. Provided services by removing brush using airport equipment,
3. Joined the Friends of the Ephraim-Gibraltar Airport where I served as Secretary/VP and now President, as well as an Airport Commissioner,
4. Personally prepared and implemented processes for the safe and efficient operation of the Airport in compliance with State and Federal rules and regulations, including assuring aeronautical use of all hangars at the Airport,
5. Been the coordinator of the EAA Young Eagles event for the last five years and expanded the Friends youth program to sponsor flight training and higher education scholarships in the aeronautical industry for northern Door County high school students,
6. As a property owner adjacent to the Airport, I have responded to calls for assistance for airport visitors and other hangar owners on short notice,
7. Together with the current Chairperson, Marty Franke (representing the Village of Ephraim) as well as the Airport Manager Travis Thyssen, we have worked with the WI Bureau of Aeronautics, FAA and Door County government to respond to the longstanding demand for new hangars as well as core maintenance and improvements to the Airport property, runway and taxiways, and
8. Shared responsibility for operating this airport without local financial support for normal operations and maintenance.

I am gratified by the way the Airport Commission has run this airport and welcomed comments from Town of Gibraltar residents and other neighbors. This airport is something everyone who resides here should be proud of. With that in mind, I would be happy to continue my service on the Ephraim-Gibraltar Airport Commission.

Sincerely,



Jeff Drajesk

2024 ECONOMIC IMPACT FACT SHEET

the power of door county's visitor economy

Door County's visitor economy generated **\$523.2 million** in direct spending in 2024. That breaks down into the following share by key business categories:

\$254.2M 48.6% → LODGING

\$110.5M 21.1% → FOOD & BEVERAGE

\$73.3M 14.0% → RETAIL

\$55.7M 10.7% → RECREATION & ENTERTAINMENT

\$29.6M 5.7% → LOCAL TRANSPORTATION

Source: Tourism Economics: 2024 Economic Impact of Visitors to Door County

statewide impact

Tourism plays a significant role in Wisconsin's economy statewide and is a significant source of both employment and tax revenue.

\$25.8B → OVERALL TOURISM IMPACT ON STATEWIDE ECONOMY

\$16.3B → DIRECT VISITOR SPENDING STATEWIDE

\$1.7B → STATE & LOCAL TAX REVENUE GENERATED

181,898 → JOBS SUPPORTED IN WISCONSIN

Source: Tourism Economics: 2024 Economic Impact of Visitors to Wisconsin

economic impact

\$651.2M IN OVERALL IMPACT

→ **▲\$31.4M** (+5.1%) OVER 2023

\$523.2M IN DIRECT SPENDING

→ **▲\$26.2M** (+5.6%) OVER 2023

2024 SPENDING PERCENTAGE BREAKDOWN, BY QUARTER:

19%
Q1 (JAN-MAR)

24%
Q2 (APRIL-JUNE)

30%
Q3 (JULY-SEPT)

27%
Q4 (OCT-DEC)

tax revenue

\$53.3M IN STATE & LOCAL TAXES GENERATED

→ **▲\$2.3M** (+4.4%) OVER 2023

employment

3,524 JOBS SUPPORTED BY THE VISITOR ECONOMY

\$124.3M TOTAL LABOR INCOME FOR EMPLOYEES

→ **▲\$2.7M** (+2.2%) OVER 2023

did you know

\$3,706 ADDITIONAL AMOUNT EACH DOOR COUNTY HOUSEHOLD WOULD NEED TO PAY TO REPLACE THE TAX REVENUE GENERATED BY THE VISITOR ECONOMY

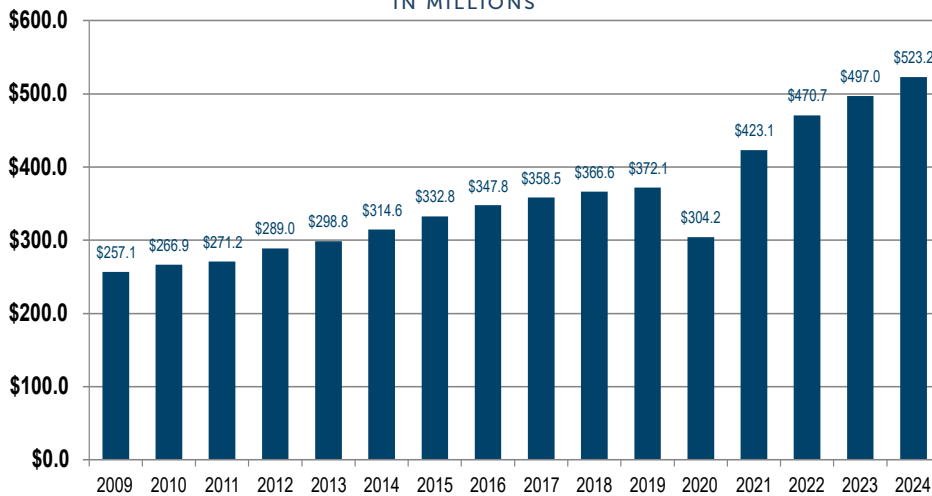
\$523.2M \$1.4M IS GENERATED PER DAY, ON AVERAGE, BY THE DOOR COUNTY VISITOR ECONOMY

7th RANK OUT OF 72 COUNTIES, GENERATING 3.22% OF ALL VISITOR ECONOMY SPENDING IN WISCONSIN IN 2024

Source: Tourism Economics: 2024 Economic Impact of Visitors to Door County

visitor spending

IN MILLIONS

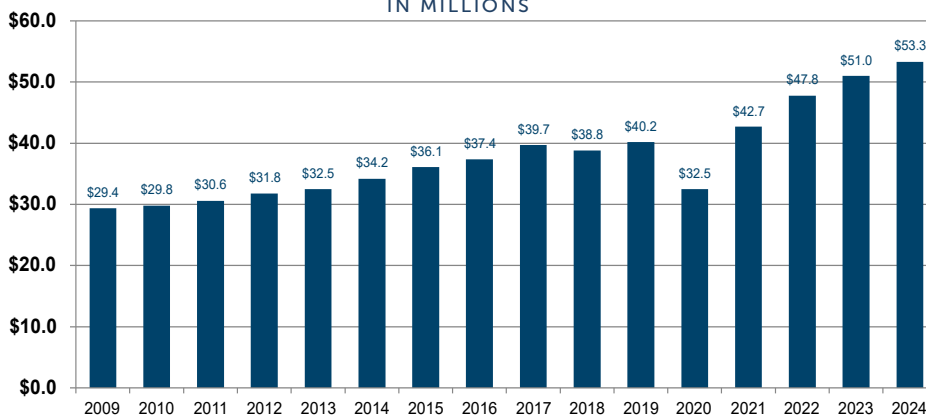


In 2024, direct spending generated by the visitor economy in Door County totaled \$523.2 million, up 5.3%, an increase of \$26.2 million over 2023.

Source: Tourism Economics: 2024 Economic Impact of Visitors to Door County

state & local taxes

IN MILLIONS

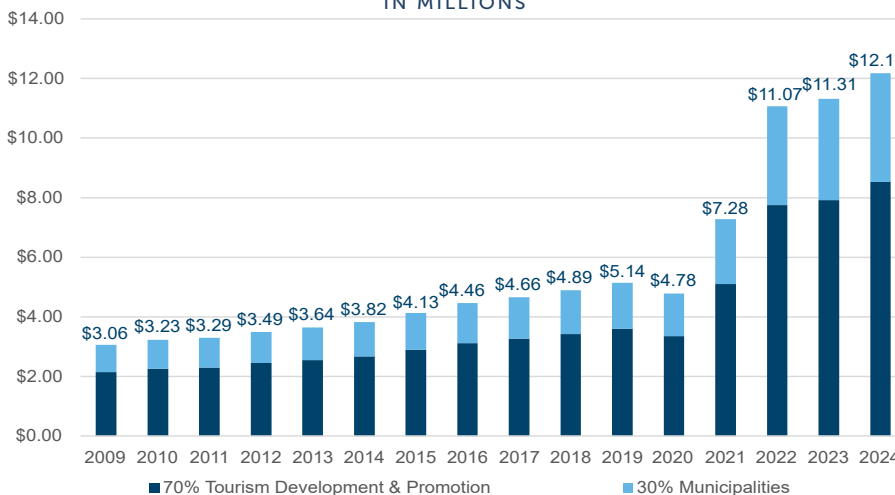


In 2024, state and local tax revenue generated by the visitor economy in Door County totaled \$53.3 million, a 4.5% increase over 2023.

Source: Tourism Economics: 2024 Economic Impact of Visitors to Door County

room tax collections

IN MILLIONS



In 2024, room tax collections in Door County were up \$865,585, a 7.7% increase over 2023.

Note: the room tax rate from 2009-2021 was 5.5%. The room tax increased to 8% on January 1, 2022.

Source: Door County Tourism Zone Commission

View this [flow chart PDF](#) to see where room tax goes in Door County.



DESTINATION DOOR COUNTY 2025 strategic plan

Destination Door County is a Community Shared Values organization dedicated to balancing sustainability with economic opportunities for our businesses, organizations, and environment. We believe in partnering and collaborating with all our stakeholders, partners, and residents. We recognize that it takes a collective effort, mutual support, open and honest communication, and transparency to foster a sustainable future for our industry and the entire community.

Destination promotion is intended to benefit and enhance the well-being of every person in Door County. We understand the importance of aligning with our community to listen and learn. As we build toward a shared future in 2025 and beyond, we are committed to fulfilling our destination stewardship responsibilities in ways that meet the present needs of the community without compromising the sustainability of future generations.

We have adopted an integrated approach centered on our core activity of tourism marketing and promotion, generating opportunities that support environmental conservation, economic growth, and social equity for all residents.

Sustainability is crucial across our businesses, environment, and society. We must ensure a robust visitor economy that respects local history, culture and the environment while supporting our residents' quality of place which influences quality of life.

Our 2025 Strategic Plan is built on three pillars: Community Outreach & Destination Alignment, Sustainable Development, and Values-Based Marketing. As you review this plan, you will see our passion for Door County and our commitment to supporting and strengthening our community's economic position, creating opportunities for our residents.

Julie L Gilbert

Julie Gilbert, CDME
President & CEO

mission

To inspire travel that drives community enhancement. Through innovation and partnerships, we will share stories of Door County's people and places, deliver world-class experiences, strengthen the industry, work to ensure all travelers feel welcome and preserve Door County's way of life and its natural resources.

vision

A better life for all of Door County through strong, sustainable practices supported by local communities that welcome a diverse group of explorers.

promise

We will promote travel to Door County in a way that aims to minimize the environmental and social impact while maximizing economic impact. We strive to foster a local sense of place to ensure quality of life for residents that creates a positive impact on the county.

sustainable development

GOALS

- 1| Nurture social, cultural and economic resilience for a more sustainable, balanced and equitable visitor economy.
- 2| Advocate and facilitate for the preservation and protection of our environment and natural resources.
- 3| Advocate and facilitate for historic preservation.

OBJECTIVES

- 1| Work with groups, organizations and local governments to advocate for investments which preserve the shore, land and forests and encourage responsible development.
- 2| Maximize environmental resources to help maintain essential ecosystems and conserve biodiversity.
- 3| Accentuate tourism’s benefits and pursue the reduction of tourism’s negative impacts.
- 4| Support the wellbeing of residents, local culture and historical infrastructure.

STRATEGIES

- 1| Utilize digital platforms to expand local sustainability messaging such as Care For Door County, and education to visitors throughout the travel planning process and while in-market.
- 2| Identify stewardship initiatives that educate and expand sustainability efforts among tourism and community stakeholders as well as residents.
- 3| Enhance environmental stewardship activities to broaden community impact as referenced in the Door County Destination Stewardship Plan.
- 4| Provide financial support to community stakeholders for impactful projects that benefit residents and visitors.

MEASUREMENTS

- Help facilitate the creation of the Door County Trail Initiative 501(c)3 organization.
- Award grant dollars in 2025.
- Generate 120 hours of community volunteer time.
- Explore opportunities to convene community partners for a regional stewardship summit in 2026.
- Investigate opportunities to provide community project funding through the Spirit of Door County 501(c)3.

community outreach & destination alignment

GOALS

- 1| Cultivate an environment where Door County’s tourism industry can lead by example through championing tourism’s benefits, helping mitigate its impacts and connecting the community to its regenerative capabilities.
- 2| Foster our local spirit, history and culture, our values, our sense of place, and the wellbeing of our community – residents, employers, employees, and visitors alike.

OBJECTIVES

- 1| Invest in unified community messaging to highlight demands and opportunities of the visitor economy.
- 2| Increase residential awareness on the benefits of tourism.
- 3| Amplify community and industry partnerships to strengthen destination product offerings and foster entrepreneurial development.
- 4| Collaborate with local stakeholders and organizations to align mutual interests and harness the passion people have for Door County to help make it an even better place.

STRATEGIES

- 1| Engage with residents through in-person events, local media, social media and owned-media channels to highlight the benefits of the visitor economy.
- 2| Leverage the momentum of the Door County Destination Stewardship Plan to increase collaboration among residents, stakeholders, government officials and organizations in Door County.
- 3| Analyze resident sentiment while providing additional opportunities for residents/stakeholders to share thoughts and ideas.
- 4| Cultivate new partners and conduct activities that support existing partners and our Community Business Association partners.

MEASUREMENTS

- Conduct 250 local/social media outreach activities.
- Host 4 partner outreach events.
- Host 3 Bridge USA Events.
- Track Door County Destination Stewardship Plan progress.
- Monitor Resident Sentiment.

values-based marketing

GOALS

- 1| Be bold, creative, and action-focused, supporting transparency and measurable outcomes.
- 2| Encourage stewardship by elevating Door County and each of its communities’ authentic character, creative energy, and brand.

OBJECTIVES

- 1| Create incremental growth for the local economy by developing, expanding, and promoting a united visitor economy.
- 2| Implement targeted promotions to disperse visitation seasonally, throughout all communities, and optimize economic impact by considering visitor capacity, passions, and market trends.
- 3| Execute integrated efforts to generate economic benefits for Door County through research, marketing, communications, and sales
- 4| Tell authentic, honest stories that accurately reflect both the past and present, intersecting our community’s identities, cultures and shared values.

STRATEGIES

- 1| Develop a multichannel marketing plan that prioritizes key objectives for Destination Door County, emphasizing overnight stays.
- 2| Drive core and growth market visitation, where we see high overnight visitation and a high propensity to spend to ensure steady visitation and economic impact generation throughout the year.
- 3| Elevate the Door County brand through impactful storytelling including but not limited to website content creation via SEO and keyword search data, monthly newsletters, programmatic and traditional media, and enhanced earned media efforts.
- 4| Introduce a top-of-funnel strategy to drive consumers to local community-focused content and information, providing awareness and inspiration.

MEASUREMENTS

- Increase Book>Direct referrals to lodging partners throughout the calendar year.
- Increase the percentage of occupied rooms throughout the year, while recognizing the potential impact of uncontrollable environmental and economic factors.
- Increase engagement on brand channels by effectively promoting the destination’s values and creative messaging.
- Increase awareness and visibility for community-specific content and campaigns across paid and owned media channels.





the future is bright.

Destination Door County looks forward to continued collaboration and conversation with residents, stakeholders, and partners throughout Door County as we execute the 2025 Strategic Plan.



DESTINATION
DOOR COUNTY



SCAN THE QR CODE TO VIEW
THE FULL STRATEGIC PLAN

Destination Door County's strategic plan is the result of a collaborative development process involving board members and professional staff from Destination Door County and commissioners from the Door County Tourism Zone.



2025 Destination Door County Board of Directors

Jeff Lutsey

Chair

Climate Change Coalition of Door County

Reagan Smoker

Vice Chair

Inn at Cedar Crossing

Bryan Nelson

Treasurer

Blacksmith Inn on the Shore

Tim Guckenberger

Past Chair

Wagon Trail Campground

Fred Anderson

Ex Officio DCTZC

The Ashbrooke Hotel

Toni Sorenson

Executive Committee

Soren's Valhalla

Kevin Osgood

Member at Large

Door County Maritime Museum

Carol Ash

Member at Large

Kick Ash Products

Kristi Rice

Member at Large

Door County Land Trust/North Bay Farms

Andy Boettcher

Member at Large

Door County Medical Center

Chris Schmeltz

Member at Large

The Dorr Hotel

Holly Feldman

Member at Large

Northern Sky Theater

Diane Taillon

Member at Large

Hillside Waterfront Hotel

Tonya Felhofer

Member at Large

Door County YMCA

Christiana Trapani

Member at Large

Door County Candle Co

Sarah Gibson

Member at Large

Jackson Harbor Soup

Michelle Lawrie

DCEDC Executive Director

Door County Economic Development Corp

Bjorn Johnson

Member at Large

Al Johnson's Swedish Restaurant

Ken Pabich

County Administrator

County of Door



COMMUNITY INVESTMENT FUND

purpose

To support projects that improve tourism-related infrastructure, preserve local culture, and create economic opportunities in Door County. The goal is to benefit both visitors and residents. The fund is made possible through room tax dollars received by Destination Door County and follows **Wisconsin Statute 66.0615**.



program administration

Since the program's inception, Destination Door County has partnered with the Door County Community Foundation (DCCF) to manage the day-to-day operations of the Community Investment Fund (CIF) grant program. With its trusted leadership and deep-rooted local expertise, DCCF has been instrumental in enhancing the effectiveness and impact of the CIF program through its strong reputation and proven track record in guiding philanthropic and community funding initiatives.

2023

CIF GRANT RECIPIENTS



ROUND 1 — MAY 2023

\$325,251 IN GRANT FUNDS AWARDED

VILLAGE OF SISTER BAY - Awarded \$90,000 for a Multi-Jurisdictional Trail

DOOR COUNTY LAND TRUST - Awarded \$75,000 for the Trail Bridge at Bay Shore Blufflands Nature Preserve

CITY OF STURGEON BAY - Awarded \$45,551 for an Aquatic Weed Harvester

COUNTY OF DOOR - Awarded \$44,000 for an ADA and Intergenerational Playground at John Miles County Park

DOOR COMMUNITY AUDITORIUM - Awarded \$40,000 for a Blues, Roots & Jazz Festival

TOWN OF GIBRALTAR - Awarded \$15,700 for Phase II Fish Creek Beach Playground

DOOR COUNTY HISTORICAL SOCIETY - Awarded \$10,000 for the Eagle Bluff Lighthouse Restoration

NORTHEASTERN WI ANTIQUE POWER ASSOCIATION - Awarded \$5,000 for an Historic Replica Valmy Service Station

ROUND 2 — AUGUST 2023

\$250,000 IN GRANT FUNDS AWARDED

TOWN OF GIBRALTAR - Awarded \$100,000 toward the acquisition of the Redmann property for the Fish Creek Park Expansion and extension of the Bayshore Connectivity Trail.

CITY OF STURGEON BAY - Awarded \$50,000 for improvements to the Sunset Park Pavilion and public restrooms.

SISTER BAY HISTORICAL SOCIETY - Awarded \$50,000 for the repurposing of the 104-year-old Little Sister Barn at the Corner of the Past Museum property.

DOOR COUNTY MARITIME MUSEUM - Awarded \$50,000 for dry-docking and repairs of the historic vessel and in-water museum John Purves.

ROUND 3 — AUGUST 2023

\$253,666 IN GRANT FUNDS AWARDED

TOWN OF SEVASTOPOL - Awarded \$70,000 for the creation of a new restroom facility that is ADA-compliant, and includes men's, women's, and family bathrooms.

TOWN OF JACKSONPORT - Awarded \$61,421 to refurbish the Lakeside Park pavilions, which will include electrical and plumbing.

VILLAGE OF SISTER BAY - Awarded \$48,489 towards the purchase of a shuttle bus that will provide public transportation to residents, J1 workers, and visitors.

CITY OF STURGEON BAY - Awarded \$40,000 to purchase floating docks for the Sawyer Park boat ramp

DOOR SHAKESPEARE - Awarded \$18,756 to purchase a 6-seat electric cart with trailer to transport individuals with mobility concerns. Additionally, Björklunden will use the cart to provide accessibility to guided, narrated trail tours.

PENINSULA SCHOOL OF ART - Awarded \$15,000 to increase public access to main points of entry on their campus.

2023 RECAP

A TOTAL OF **18 GRANTS** WERE AWARDED TO LOCAL PROJECTS IN 2023, RESULTING IN A COMBINED INVESTMENT OF **\$828,917**.

2024

CIF GRANT RECIPIENTS



ROUND 4 — FEBRUARY 2024

\$376,035 IN GRANT FUNDS AWARDED

FRIENDS OF PENINSULA STATE PARK - Awarded \$150,000 to help create 8-10 miles of mountain bike trails that will include a beginner level loop, an intermediate-level loop, and advanced gravity runs.

CITY OF STURGEON BAY - Awarded \$100,000 to construct a pedestrian/bicycle trail that will provide a safe route from the Ahnapee State Trail to the opposite side of Highway 57/42 under the Bayview Bridge.

COUNTY OF DOOR - Awarded \$56,035 to install illuminated beach water quality signs that will provide timely information on harmful pathogenic bacterium levels to improve the health of residents and visitors at 5 Door County beaches.

STURGEON BAY HISTORICAL SOCIETY FOUNDATION - Awarded \$30,000 to construct a walkway that will connect public restrooms and water filling stations at the Door County Granary to the West Waterfront Promenade, and to help complete finishing touches in and around the historic structure.

DOOR COUNTY BOOKMOBILE, INC. - Awarded \$25,000 to help bring the iconic vehicle and its community programming back to life.

GREATER ESCARPMENT ORGANIZATION OF DOOR COUNTY - Awarded \$15,000 for the development of an accessible, interpretive park that will educate residents and visitors about the Niagara Escarpment and identify escarpment sites throughout Door County.

ROUND 5 — MAY 2024

\$202,300 IN GRANT FUNDS AWARDED

THE COUNTY OF DOOR - Awarded \$92,850 for an open-air park pavilion at John Miles County Park that will provide space for music performances, community gatherings, and other large events rain or shine.

THE STURGEON BAY SCHOOL DISTRICT - Awarded \$80,000 for the installation of a new ADA-accessible playground with serenity areas at Sunrise School, expanding access to free recreational play for visitors, residents, and school children with all physical abilities and neurodiversity.

THE FRIENDS OF POTAWATOMI STATE PARK - Awarded \$22,500 for the installation of an accessible kayak launch that will allow visitors and residents to enjoy Door County from the water regardless of age or physical ability.

THE BAILEYS HARBOR BJÖRKLUNDEN CAMPUS OF LAWRENCE UNIVERSITY - Awarded \$6,950 to help create a safer and more inviting visitor experience by installing improved parking lot lighting around the main lodge.

ROUND 6 — AUGUST 2024

\$256,190 IN GRANT FUNDS AWARDED

KOLBERG ATHLETIC CLUB - Awarded \$100,000 to build accessible bathrooms and concessions with running water, providing greater offerings and accommodations for baseball games, sports camps, and community events.

VILLAGE OF EPHRAIM - Awarded \$50,000 towards the creation of a pedestrian trail in North Ephraim, creating a safer route for foot traffic within the village and between neighboring communities.

DOOR COUNTY HISTORICAL SOCIETY - Awarded \$50,000 to help reconstruct the barn and summer kitchen at Eagle Bluff Lighthouse to enhance historical accuracy and visitor engagement at the iconic site.

DOOR COUNTY YMCA - Awarded \$50,000 towards the purchase and installation of a new swim meet timing system and displays for the Sturgeon Bay YMCA aquatic center, increasing opportunities to host more swim meets that bring in families from throughout Wisconsin.

BELGIAN HERITAGE CENTER - Awarded \$6,190 to create outdoor campus exhibits that will help visitors learn about the history, buildings, and cemetery found at the site.

ROUND 7 — NOVEMBER 2024

\$250,000 IN GRANT FUNDS AWARDED

TOWN OF GIBRALTAR - Awarded \$75,000 towards the construction of a new trail connecting the recently acquired Upper Bluff Park land to established trails in downtown Fish Creek, creating additional transportation and recreational opportunities in Northern Door County.

TOWN OF BRUSSELS - Awarded \$75,000 to create a more accessible town park through the construction of new ADA accessible restrooms at the much-used Brussels Town Park.

COUNTY OF DOOR - Awarded \$50,000 to help create new exhibits at the Door County Museum focused on foundational Door County industries, including timber, fishing, and stone.

VILLAGE OF EGG HARBOR - Awarded \$50,000 to repair a deteriorating break wall and install a kayak, canoe, and ice fishing access ramp, adding opportunities to enjoy the beloved Egg Harbor Beach Park.

2024 RECAP

A TOTAL OF **19 GRANTS** WERE AWARDED TO LOCAL PROJECTS IN 2024, RESULTING IN A COMBINED INVESTMENT OF **\$1,084,525**.

2025

CIF GRANT RECIPIENTS



ROUND 8 — FEBRUARY 2025

(\$246,640) IN GRANT FUNDS AWARDED

VILLAGE OF SISTER BAY - Awarded \$75,000 to enhance the experience at the Sister Bay baseball fields by constructing an ADA-accessible bathroom with running water and changing stations, along with a sidewalk to improve mobility for individuals with limitations.

BIRCH CREEK MUSIC PERFORMANCE CENTER - Awarded \$50,000 to improve accessibility and safety on their campus by replacing gravel walkways with a level, paved sidewalk.

THE CLEARING FOLK SCHOOL - Awarded \$41,000 to develop a natural history interpretive trail that will feature information on Door County's native flora and fauna, geology, and conservation efforts. The trail will be open to the public daily.

TOWN OF FORESTVILLE - Awarded \$33,737 to build a trail connecting Robert Baumann Memorial Park in Maplewood to the Ahnapee State and Ice Age National Scenic Trails, a recreational route that stretches through central and southern Door County and beyond.

TOWN OF NASEWAUPEE - Awarded \$20,059 to enhance safety and accessibility at Haines Park Beach. Planned improvements include a new buoy system, Mobi-mat, upgraded boardwalk, and improved bathroom facilities.

OPEN DOOR BIRD SANCTUARY - Awarded \$16,740 to create a more inclusive visitor experience by constructing ADA-accessible bathrooms connected to their new People Place.

DESTINATION STURGEON BAY - Awarded \$10,104 to increase security and allow the public to use bathrooms within their building outside of staffed business hours.

ROUND 9 — MAY 2025

(\$250,000) IN GRANT FUNDS AWARDED

TOWN OF WASHINGTON - Awarded \$100,000 to acquire a significant waterfront property that will increase availability and accessibility of public docking, public water access, and safety at the town's boat launch.

FRIENDS OF WHITEFISH DUNES STATE PARK - Awarded \$100,000 to repair and improve the much-used stairway and observation platform on Old Baldy, the tallest sand dune in Wisconsin and on Lake Michigan's western shore.

FRIENDS OF PENINSULA STATE PARK - Awarded \$50,000 to help create an additional 11.3 miles of mountain bike trails that will add to the recently completed 7.5 miles of dedicated trails that have quickly become well-used and loved, challenging mountain bikers of all skill levels.

2025 RECAP

A TOTAL OF **10 GRANTS** HAVE BEEN AWARDED TO LOCAL PROJECTS IN 2025, RESULTING IN A COMBINED INVESTMENT OF **\$496,640**.



community investment fund governance committee

DESTINATION DOOR COUNTY BOARD MEMBERS

Tim Guckenberg - Wagon Trail Campground
Jeff Lutsey - Waseda Farms
Mona Christensen - Birch Creek Music & Performance Center
Vicki Wilson - Door County Coffee & Tea
Todd Trimberger - Bliss Marketplace
Ken Pabich - County of Door
Bjorn Johnson - Al Johnson's
Brit Unkefer - Wild Restaurant Concepts LLC
Michelle Lawrie - Door County Economic Development Corp

DESTINATION DOOR COUNTY STAFF

Julie Gilbert, President & CEO
Jon Jarosh, Chief Communications Officer
Yvonne Torres, Senior Director of Finance & Operations

DOOR COUNTY TOURISM ZONE COMMISSION

Josh VanLieshout, Chair TZC - City of Sturgeon Bay
David Eliot, Vice Chair TZC - Town of Baileys Harbor
Juliana Behme, Administrator TZC
Fred Anderson, Executive Committee TZC - The Ashbrooke
Louise Howson, TZC - Village of Sister Bay

AT LARGE

Greg Stillman, Foremost Management

PROGRAM SUPPORT SERVICES

DOOR COUNTY COMMUNITY FOUNDATION

Bret Bicoy, President & CEO
Jessica Holland, Vice President of Philanthropic Services

where does room tax go in door county?

Wisconsin State Statute 66.0615 requires that at least 70% of room taxes collected in a tourism zone must be spent by a tourism entity on tourism promotion and tourism development related activities. In Door County, Destination Door County is the Door County Tourism Zone's designated tourism entity.

IT STARTS
WITH A PAID
OVERNIGHT STAY



DOOR COUNTY TOURISM ZONE

COLLECTS & DISTRIBUTES AN 8% ROOM
TAX ON BEHALF OF ALL 19 MUNICIPALITIES

70%

DESTINATION DOOR COUNTY

\$.70 PER DOLLAR COLLECTED MUST
BE UTILIZED FOR TOURISM PROMOTION
AND TOURISM DEVELOPMENT

Amount equal to annual
TZC admin expenses

COMMUNITY INVESTMENT FUND

GRANT PROGRAM AVAILABLE TO MUNICIPALITIES
AND LOCAL NON-PROFIT ORGANIZATIONS FOR PROJECTS
THAT ENHANCE THE VISITOR EXPERIENCE AND
BENEFIT DOOR COUNTY RESIDENTS

DDC CORE OPERATIONS

USED FOR MARKETING, COMMUNICATIONS,
PROMOTIONS, AND STEWARDSHIP INITIATIVES THAT
ULTIMATELY DRIVE OVERNIGHT STAYS—GENERATING
ROOM TAX REVENUE THAT FUNDS ALL OTHER
AREAS OUTLINE IN THIS CHART

MUNICIPAL REIMBURSEMENT PROGRAM

MUNICIPALITIES ARE REIMBURSED BY DESTINATION
DOOR COUNTY FOR THEIR TOURISM ZONE FEES,
USABLE FOR TOURISM INFRASTRUCTURE
OR COMMUNITY PROJECTS

COMMUNITY BUSINESS ASSOCIATIONS

DESTINATION DOOR COUNTY PROVIDES ANNUAL FUNDING
TO CBA PARTNERS TO SUPPORT THEIR LOCAL INITIATIVES
AND IMPROVE DOOR COUNTY FOR RESIDENTS,
BUSINESSES, AND VISITORS

Amount for each CBA is relative
to their municipality's room tax
collection percentage

Municipalities pay for
tourism zone administrative
expenses relative to their %
of total room tax collected

30%

MUNICIPALITIES

FOR EVERY \$1.00 COLLECTED IN
ROOM TAX, \$0.30 REMAINS WITH THE
MUNICIPALITY WHERE IT WAS COLLECTED
AND CAN BE SPENT AT THEIR DISCRETION

DESTINATION
DOOR COUNTY

door county destination stewardship plan

The Door County Destination Stewardship Plan was created to bring together Door County's 19 distinctive communities to create a shared vision and strategic path forward for the future of tourism in the region. This Plan is the outcome of a community-driven process initiated by Destination Door County and guided by a Steering Committee of local community leaders representing a variety of sectors and interests.

This Destination Stewardship Plan comes at a critical time for Door County. Tourism is booming and the community is experiencing challenges related to environmental fragility, workforce infrastructure, housing inventory, childcare, and transportation. Identifying and investing in solutions to these challenges is essential to securing the health and prosperity of Door County, and ensuring that tourism delivers maximum benefits for the community.

Destination planning is about taking a strategic approach to establishing a vision and path forward for the stewardship of Door County. This Plan is intended to serve as a long-term roadmap to guide tourism strategy, investment, and opportunities for community partners and business leaders, and provide actionable steps toward achieving a common vision for the future of tourism in Door County. Importantly, this work represents a collective call to prioritize environmental sustainability and stewardship solutions to ensure economic and environmental resiliency in the region.

The strategic goals and initiatives are intended to activate a long-term, community-wide effort to proactively care for Door County's many assets, its natural environment, and high quality of life for its residents.

next steps

To be successful, long-term strategic planning requires dedicated capacity and significant focus on implementation. To support the successful implementation of this plan, a corresponding implementation plan has been created.

The implementation plan prioritizes actions for the first few years of the plan, articulates which organizations should be included, and outlines Destination Door County's roles and responsibilities.

As stewards of the Door County Destination Stewardship Plan, it is recommended that Destination Door County appoint a champion to be responsible for the implementation and ongoing work on the plan. Destination Door County will also be providing public reporting on the progress of the plan, to demonstrate accountability and highlight the efforts and organizations involved.



destination strategic goals

1. Support Environmental Sustainability
2. Improve Infrastructure
3. Champion Community Stewardship
4. Develop and Enhance Experiences

STRATEGIC GOAL #1

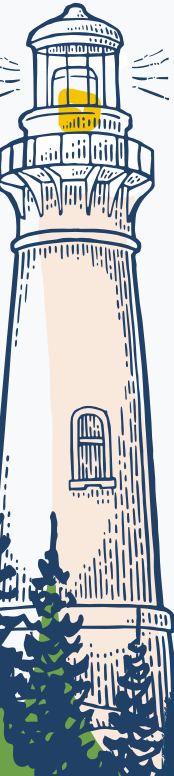
support environmental sustainability

LAND PRESERVATION

- Expand the State Parks Grant Initiative to include a visitor fee collection program at businesses, accommodations, and county parks.
- Invest in environmental protection and harm reduction programs, to include:
 - Expanded/increased recycling services at high use locations & events, including appropriate waste receptacles.
 - Supporting hospitality businesses in implementing clean business practices (green cleaning programs, reduction of single-use plastics) to reduce negative impacts on local water quality and waste management facilities.
- Expand partnerships with conservation organizations to support water quality protection, land conservation & land acquisition efforts at sensitive and scenic locations.
- Continue to advocate for a local National Estuarine Research Reserve (NERR) facility, including a visitor center.

ENGAGEMENT & EDUCATION

- Expand Care for Door County to be more forward-facing for visitors, including aligning all visitor-facing businesses with the program.
- Develop toolkit to support businesses in sharing visitor & resident behavior messaging & education, including safety, water quality messaging and what to do in an emergency.



COMMUNITY ALIGNMENT

- Convene partners for a countywide Stewardship Summit. Prioritize stewardship needs and initiatives, explore funding, and develop a collaboration network of sustainability partners.
- Explore new stewardship ideas such as a sustainability plan for parks, land trust accreditation opportunities, etc.

GRANT-FUNDED INITIATIVES

- Explore grant funding for green initiatives like water filling stations, reusable aluminum cup program, and new charging stations for electric vehicles.

STRATEGIC GOAL #2

develop and enhance experiences initiatives

ARTS, CULTURAL, & HERITAGE EXPERIENCES

- Add to existing nighttime experiences with live music, music festivals, and night markets that incorporate storytelling through local heritage components.
- Invest in the development of an Arts & Heritage Trail and accompanying passport.
- Partner with experience providers to create more specialized workshops, retreats, and events that align with community events to attract artists and art enthusiasts year-round.
- Continue to support and collaborate with local heritage and history groups to elevate Door County's historic resources and community stories.

YEAR-ROUND VISITOR ECONOMY

- Expand existing off-season events to be multi-weekend celebrations of Door County's local arts, heritage, culture, and outdoors.
- Support the expansion of shoulder-season events to include unique elements to draw more visitors (drone shows, live music/concerts, light shows, etc).
- Explore development opportunities for indoor experiences (i.e. museums, recreation center, indoor miniature golf).

AGRI-TOURISM

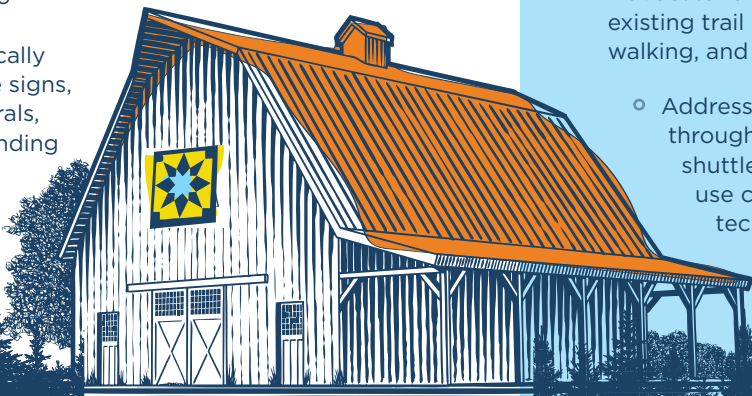
- Invest in food/wine/farm trail development.
- Develop signature culinary or farm-based events.
- Work with businesses to develop experiential offerings including cooking classes, catch & cook, etc.
- Develop and share messaging about the benefits of agri-tourism and the importance of supporting local farms.

VOLUN-TOURISM

- Work with local non-profits to develop volunteer programs and itineraries specifically for visitors, including incentives for participation.

SENSE OF PLACE

- Create programs to enhance sense of place, including locally designed welcome signs, selfie-stations, murals, geolocation/wayfinding poles, etc.



STRATEGIC GOAL #3

improve infrastructure initiatives

TRANSPORTATION

- Support expanded public transportation service and options (experiential shuttle for visitors and workforce) and advocate for funding.
- Advocate to County to further expand local rideshare services (i.e. Door2Door) and explore new rideshare service options (i.e. Lyft, Uber).
- Increase access to Green Bay International Airport by collaborating with Door County Connect to expand and promote options.
- Develop and share messaging to build interest and awareness of transportation options and service.

NON-VEHICULAR

- Advocate for expanded walkability in high-use visitor communities, including new/widened sidewalks and bike lanes.

HOSTING FACILITIES

- Support venue development for large events and conferences in Sturgeon Bay, and expansion of current facilities.
- Explore opportunity for development of new flexible venue for community events and sports.

ACCESSIBILITY

- Undertake an accessibility audit of businesses, experiences, and accommodations in Door County and implement recommendations.

CONNECTIVITY

- Advocate for expanded public Wi-Fi accessibility throughout the county and create designated call areas with cellular signal boosters.

RECREATION

- Support development of year-round outdoor recreation infrastructure for sports such as cross-country skiing, winter biking, and ice fishing.
- Advocate for funding to develop new trails and enhance existing trail systems, including improvements for bike use, walking, and wayfinding.
 - Address capacity issues at parks during peak times through trailhead/ recreation transportation shuttles and partnering with public lands on trail use capacity monitoring and real-time dispersion techniques at high use locations.

STRATEGIC GOAL #4

champion community stewardship initiatives

SHORT-TERM RENTALS

- Establish Destination Door County position on short-term rentals and related advocacy strategy.
- Support for equitable county-wide short-term rental regulations in alignment with municipalities.

BUSINESS SUPPORT

- Educate and support visitor-facing businesses on beneficial times to expand hours. Consider pilot programs for seasonal extended hours.
- Develop a frontline training program to enhance workforce expertise and visitor experience.
- Realign with Community Investment Fund criteria to prioritize Master Plan initiatives.

EDUCATION

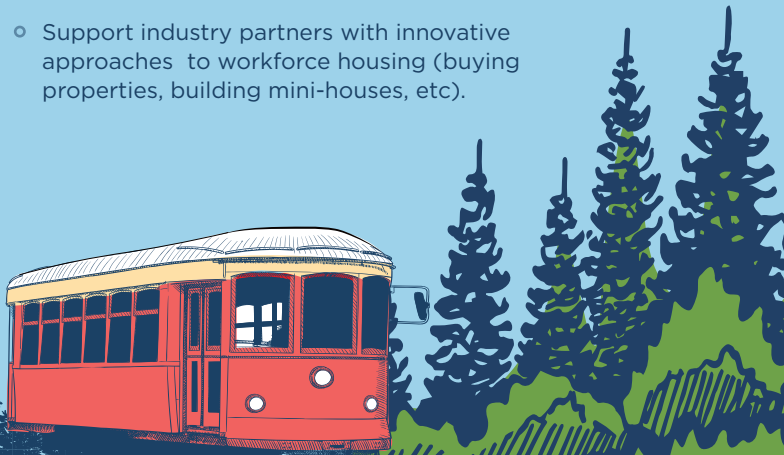
- Leverage local businesses, including employers and employees, develop a program that empowers locals to share their love for Door County, promote local businesses and opportunities, and build support and awareness for the positive impacts of the visitor economy amongst residents (address 'us vs. them') i.e. #LoveDoorCounty campaign.

WORKFORCE

- Explore options to incentivize and support seasonal and year-round workers, such as employment stipends for lodging/transportation/groceries.
- Support efforts to improve childcare services for workforce throughout the county.

PRIORITIZE AFFORDABLE HOUSING

- Explore a TID to fund workforce housing developments.
- Create an advocacy campaign with DCEDC to create awareness about why affordable workforce housing is critical to the economic health of Door County and advocate to Housing Door County for affordable housing inventory for workforce.
- Support industry partners with innovative approaches to workforce housing (buying properties, building mini-houses, etc).



To: Town Board
From: Staff

Request:

Authorize staff to enter into a service agreement with Spectrum for a dedicated fiber line to the Town Office.

Background:

The Town currently pays \$130 per month for internet service from Spectrum with speeds of 10 Mbps upload / 10 Mbps download. The existing service is no longer sufficient for Town operations. Bandwidth is regularly affected by high public Wi-Fi usage at the Town Center and use from tenants such as Visit Fish Creek. Chief Roesch has reported that uploading body camera footage is almost impossible under current conditions, with uploads sometimes taking more than 24 hours to complete. The delay prevents timely completion of incident reports and disrupts the workflow of the Police Department. To address the issue, Spectrum has proposed a dedicated fiber connection to the Town Office, providing speeds of 50 Mbps upload / 50 Mbps download. The monthly cost for the service is \$425. A site survey will be conducted to determine whether any installation work is required.

Analysis:

A dedicated fiber line will significantly improve internet reliability and speed, enabling essential police operations and improving internet service in the Town office. It will also prevent service slowdowns caused by public Wi-Fi traffic and ensure that Town operations are not compromised by competing bandwidth demands.

Recommendation:

Staff recommends approval to proceed with the dedicated fiber service to the Town Office through Spectrum.

Fiscal Impact:

The monthly cost would be \$295 more than the Town's current internet service. Funds are available in the existing budget to cover both the increased ongoing cost.

To: Town Board
From: Fire Department and Staff

Request:

The Fire Department requests approval to sell a decommissioned generator and transfer switch.

Background:

The Fire Department recently installed and activated a new generator at the fire station. The previous unit—a 150 kW model (Model 5644560100, Serial 2085036)—had served as the station’s primary backup power source but is no longer needed. The generator is no longer certified for emergency use, as its operational certification has expired. It now occupies valuable bay space and has no further use in Department operations.

Analysis:

With the installation of a new unit, the old generator is out of service and has limited utility to the Department. Due to its expired certification, it cannot be used in emergency response or backup scenarios. Selling the generator allows the Department to eliminate an obsolete asset and recover a modest value—estimated at approximately \$500. The Department plans to list the unit for auction on the Wisconsin Surplus site. Proceeds from the sale can be used toward future equipment purchases or maintenance needs.

Recommendation:

Staff recommends approval of the sale of the decommissioned generator and transfer switch.

Fiscal Impact:

The sale would generate a small amount of revenue at no cost to the current budget.

To: Town Board

From: Staff

Request:

Establish a process for enforcing the 100-day minimum operation requirement for businesses holding alcohol licenses, as set forth in Ordinance 2014-05 (Section B.7).

Background:

Section B.7 of Ordinance 2014-05 requires all licensed premises to remain open a minimum of 100 days per license year (July 1–June 30). The ordinance does not currently define a formal enforcement process for licensees who are not meeting this minimum operational threshold.

Analysis:

There is a need to formalize enforcement procedures to ensure consistent compliance with Ordinance 2014-05. Section B.7 requires licensed premises to remain open at least 100 days per license year, but no specific process for enforcement is currently established. Under Wis. Stat. § 125.12(3), the Town may refuse to renew a license for any of the causes listed in § 125.12(2)(ag), which includes failure to comply with local ordinances. While revocation or suspension of an existing license under § 125.12(2) requires a verified written complaint and a formal hearing, nonrenewal proceeds by providing the licensee with:

- Written notice of the Town’s intent not to renew, including the reasons, and
- An opportunity for a hearing, conducted using the same procedures required for revocation under § 125.12(2)(b).

The grounds for both actions are the same and must be legally supportable, but the initiation procedures differ. Nonrenewal does not require filing a complaint, making it a somewhat more administratively straightforward option. Regardless of the path chosen, both processes involve procedural due process and the right to judicial review. Establishing a clear enforcement policy that begins with informal notice and documentation creates a record of noncompliance and protects the Town’s ability to act through either process if necessary.

Staff Recommendation:

Staff recommends beginning with a simple notice to license holders identified as potentially not meeting the 100-day minimum operation requirement. The letter would outline the ordinance provision, identify the concern, and provide an opportunity for the licensee to respond. Based on the response, the business owner may be granted a reasonable time period to come into compliance. Staff would then determine whether additional follow-up or referral to the Town Board is appropriate, establishing a consistent approach to enforcement while ensuring due process for license holders.

Fiscal Impact:

No fiscal impact.

TOWN OF GIBRALTAR ORDINANCE
REGARDING ISSUANCE OF ALCOHOL LICENSES

ORDINANCE #2014-05

Amended April 12, 2023

The Town of Gibraltar does hereby adopt this ordinance, in accordance with Chapter 125 of Wisconsin Statutes, and particularly Section 125.10 regarding the issuance of alcohol licenses in the Town of Gibraltar. The purpose of this ordinance is to promote uniformity in the issuance of licenses under Chapter 125 of the Wisconsin Statutes by conforming the requirements for the various classes of alcohol licenses issued by the Town of Gibraltar.

- A. Applicability. This ordinance repeals and replaces Ordinance 2014-01 in its entirety, including prior amendments thereto. The provisions of this ordinance apply to the initial issuance of an alcohol license of any class issued for a premise within the Town of Gibraltar, excepting temporary licenses, or any change in the location or description of any licensed premises, and to annual renewals of all such licenses thereafter. A licensed premises existing prior to the date of this Ordinance must follow the requirements of this Ordinance relating to the physical features of the licensed premises at the time of the second renewal following the date hereof.
- B. Requirements for issuance. The following requirements and limitations shall apply to the initial issuance of, and subsequent renewal of, all licenses that are the subject of this Ordinance.
- 1) No person shall be issued or re issued any of the noted licenses in the Town of Gibraltar who have failed to properly and fully complete and submit to the Town Clerk the appropriate application for as provided by the Town of Gibraltar.
 - 2) No person shall be issued or reissued any of the noted licenses in the Town of Gibraltar until the appropriate fee has been paid to the Gibraltar Town Clerk.
 - 3) No person shall be issued or re-issued any of the noted licenses for any premises in the Town of Gibraltar until all delinquent taxes and assessments of the Town of Gibraltar for that premises and paid to the Town Treasurer.
 - 4) No person shall be issued or re-issued any of the noted licenses in the Town of Gibraltar until the premises complies with any outstanding orders for correction issued by the Wisconsin Department of Health Services, or its successor, governing sanitation in the premises. No person shall be issued or re issued any of the noted licenses in the Town of Gibraltar until the premises complies with any outstanding order regarding the premises issued pursuant to the State or local codes concerning commercial buildings and/or public facilities and accommodations; provided, however that the Town Board shall have discretion to issue a license if the applicant has an appeal pending for any such order.
 - 5) No person shall be issued any of the noted licenses in the Town of Gibraltar who does not, at the time of application, have a building on the premise for the purpose of

utilizing the license; provided however that in the event a building has been damaged or destroyed by fire, earthquake, or other acts of God. A license may be reissued one time while the repair or replacement of the building is being effectuated. The intent of this provision is to allow at least one year for reconstruction to occur.

- 6) No person shall be issued or re-issued any of the noted licenses in the Town of Gibraltar for any premise which does not include indoor seating, as defined by the Wisconsin Department of Health Services, or its successor, unless such premises is exempted from taxation under the provision of Sec. 70.11(29p) Wis. Stats. The provisions of this subparagraph 6 do not apply to retail "Class A" or Class A licenses.
- 7) No person shall be issued or re-issued any of the noted licenses in the Town of Gibraltar for any premise who fails to remain open a minimum of 100 days in a calendar year beginning on July 1 and ending on June 30
- 8) Any application for issuance or re-issuance of any of the noted license shall describe with particularity those portions of the premises in or on which intoxicating beverages will be served and shall be accompanied by a site plan depicting the premises to be covered by the license, including any outdoor seating, picnic areas, Beer Gardens and if applicable, outdoor serving locations. An applicant desiring to make temporary use of additional areas on the premises in or on which intoxicating beverages will be served during the license year must include the additional area on the proposed site plan. Any such temporary uses must always comply with all State and Local codes, regulations, and provisions of the Door County Zoning Ordinance. The site-plan provisions of this subparagraph 7 do not apply to retail Class A or Class A licenses.
- 9) The Town Board may require additional information regarding sales figures for any premises in which the sale of alcohol beverages may not account for more than 50% of the gross receipts for all food and beverage served on the premise according to state licensing requirements.
- 10) The Town Board may require personal interviews and/ or written statements for any or all applicants for any of the noted licenses.

- C. Reserve Liquor license. By order of the Town Board on a majority vote direct the Town Clerk to issue the Town of Gibraltar Reserve Liquor License as authorized by Wisconsin Statutes 125.51(4)(a)4; provided however that a fee of \$20,000 shall be required for the initial issuance of a reserve class B license, which fee shall be in addition to any other fee required under this Ordinance or designated by the Town Board.
- D. Severability. The provisions in this ordinance are severable, If any portion of this Ordinance is found to be invalid or unenforceable, such invalidity shall not affect the remaining provisions or the application of such provision, and the remaining provisions shall be given effect without the invalid provisions or invalid application.

BE IT RESOLVED that the foregoing ordinance be amended and shall become effective on passage and publication.

Dated April 12th, 2023.

Steve Sohns Town Chairman _____

Bill Johnson Supervisor _____

Brian Merkel supervisor _____

Karl Stubenvoll Supervisor _____

Jayson Merkel Supervisor _____

Attested Kelly Murre Gibraltar Town Clerk

To: Town Board
From: Staff

Request:

Approve additional 205-26 Operator Licenses

Background:

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

Andrew Richard, Alpaca to Apparel (Renewal)	Alexandria Richard, Alpaca to Apparel (Renewal)
Valeriia Ukhanova, Alpaca to Apparel (New)	Brian Bogeltanz, Alpaca to Apparel (Renewal)
Jessica Raphael, Alpaca to Apparel (New)	Kelly Kornowski, Alpaca to Apparel (Renewal)
Kennedy Neuzil, Alpaca to Apparel (Renewal)	Ryan Moran, Welcker's Lounge (New)
Inna Krupina, Alpaca to Apparel (New)	Katie Devroy, Welcker's Lounge (New)
	Nicole Moran, Welcker's Lounge (New)

Analysis:

Staff has reviewed and done background checks on the applications. All servers have completed necessary responsible server course and paid the 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)
52. Mark D. Romanowski-Kemp, Lautenbach's (Renewal)
53. Rita M. Dorsch, Lautenbach's (Renewal)
54. Andrew Richard, Alpaca to Apparel (Renewal)
55. Valeriia Ukhanova, Alpaca to Apparel (New)
56. Jessica Raphael, Alpaca to Apparel (New)
57. Kennedy Neuzil, Alpaca to Apparel (Renewal)
58. Inna Krupina, Alpaca to Apparel (New)
59. Alexandria Richard, Alpaca to Apparel (Renewal)
60. Brian Bogeltanz, Alpaca to Apparel (Renewal)
61. Kelly Kornowski, Alpaca to Apparel (Renewal)
62. Ryan Moran, Welcker's Lounge (New)
63. Katie Devroy, Welcker's Lounge (New)
64. Nicole Moran, Welcker's Lounge (New)

To: Town Board

From: Staff

Request:

Amend Ordinance 2022-30 to include Islandview Dr. and Islandview Ct. additionally set the speed limit.

Background:

The State of Wisconsin has a set of standard speed limits for all roads in the state rural roads are limited to 55 MPR. Municipalities can create ordinances setting the road speed limits in their jurisdiction. The Town of Gibraltar has ordinance 2022-30 establishing the roads in the Town.

Analysis:

The Town of Gibraltar under ordinance 2022-30 set all roads in the Town. During Islandview's repaving residents asked to review the speed limit on the road. Staff discovered the roads were not identified in ordinance 2022-30.

Chief Roesch was asked to investigate the road and determine the appropriate speed for the road. Chief Roesch determined with the sharp curves, hidden driveways, hills, a dead-end road, and trees in close proximity to the road shoulder, the speed should not exceed 25 MPH.

Recommendation:

Staff have reviewed the road and recommend the Town Board add Islandview Road, and Islandview Court to ordinance 2022-30 by amending the ordinance and set the speed limit for both roads at 25 MPH.

Fiscal Impact:

Maintenance will need to post speed limit signs at the road entry and staff will need to post the ordinance amendment these costs are part of the yearly budget.

**TOWN OF GIBRALTAR
ORDINANCE 2022-30
SPEED LIMITS IDENTIFIED AND TRAFFIC FLOW**

Ordinance 2022-30 Identified in the code of ordinances as 10.125 shall repeal and replace any previous ordinance(s) in whole or part, or any other ordinances contradicting to this new ordinance.

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

Purpose The purpose of this ordinance is to identify and set limits of speed on town owned and operated roadways.

State Statutes Adopted – Authority

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

General Provisions

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

A. The speed limit shall be forty-five (45) miles per hour on the following roads:

1. Peninsula Players Road, from its intersection with County Trunk Highway A, to its intersection with Hwy 42.
2. Spring Road, from its intersection with Peninsula Players Road, to its intersection with Wandering Road.
3. Juddville Road, from its intersection with County Trunk Highway A, to its intersection with White Cliff Road.
4. Gibraltar Road, from its intersection with County Highway Trunk A, to its intersection with Maple Grove Road.
5. Maple Grove Road, from its intersection with County F to Gibraltar Road.
6. Maple Grove East, from its intersection with County Trunk Highway F, to its intersection with West Meadow Road.

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

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

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

F. Traffic Flow, One-Way Street Identified

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

Penalty

Any person found guilty of violating this ordinance or any part of this ordinance, shall be subject to a forfeiture of not less than \$50.00, nor more than \$500.00, together with costs of prosecution. Failure to make payment of such forfeiture and costs of prosecution shall subject the individual to imprisonment in the County Jail until said forfeiture is paid, but not to exceed thirty (30) days.

Enforcement

- A. Enforcement shall be by citation.
- B. Schedule of Deposits. Deposits shall be made in cash, money orders, or certified check to the Clerk of Door County Circuit Court, who shall provide a receipt to the other office and the amount of the forfeiture schedule shall be as stated above or such amount that the Circuit Court of Door County hereafter affixes.
- C. Any person, firm or corporation, violating any of the subsections of this ordinance, may stipulate to the guilt or no contest and may pay to the Clerk of Court, a bond according to a schedule prescribed by the Circuit Court of Door County, which is presently set forth above. Such stipulation will make it unnecessary for the subject charged to appear in court, and will act as a basis for the court to enter judgment and order forfeiture of the bond. Forfeitures, penalty assessments, costs and fees shall be disbursed as provided in Wis. Stat. § 66.12.
- D. Adoption of this ordinance does not preclude the Town Board from adopting any other ordinance or providing for the enforcement of any other law or ordinance relating to the same or other matter, and issuance of a forfeiture hereunder, shall not preclude the Town or any authorized officer from proceeding under any other ordinance or law or by any other enforcement method to enforce any ordinance, regulation or order.

Reference to Statutes

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

Severability

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

Amended this 6th day of August, 2025.

TOWN BOARD FOR THE TOWN OF GIBRALTAR

Steve Sohns, Town Chairperson

John Selenica, Town Supervisor

Vinni Hancock Town Supervisor

Jayson Merkel, Town Supervisor

Tom Birmingham, Town Supervisor

Attest:

Laura Reetz, Clerk

To: Town board
From: Staff

Request:

Consider approval of a contract with Stantec in the amount of \$134,300 to complete Phase 1 services for the Fish Creek Stream Restoration and Ecosystem Enhancement Project, including stream assessment, conceptual and preliminary design, modeling, permitting support, and community engagement.

Background:

Proposal is for stream and riparian restoration for approximately 55 acres of the recently acquired addition to Fish Creek Park. Phase 1 of the project will focus on the restoration of Fish Creek, with planned improvements to hydrologic function, habitat quality, fish passage, invasive species control, and public access. The project is supported by secured grant funding. Additional grants will be pursued to support future phases. Stantec presented the proposal to the Parks and Lands Committee at its July 22, 2025 meeting. Following discussion of project scope, timeline, and stakeholder engagement, the Committee recommended Town Board approval, with the condition that additional outreach be conducted with adjacent property owners and at least two additional community meetings be held. At its July 28, 2025 meeting, the Plan Commission reviewed the project proposal and voted to move forward in support of the Parks and Lands recommendation. The proposal included in the packet reflects the additional community outreach, and the project cost of \$134,300 contemplates these additional engagement efforts.

Analysis:

Stantec's scope includes project management, topographic survey, site assessments, conceptual design alternatives, preliminary design, permitting coordination, hydrologic and hydraulic modeling, and community engagement. The proposal reflects the goals outlined in the Town's successful grant applications and provides a strong foundation for future implementation. Both the Parks and Lands Committee and Plan Commission support moving forward with the project. Of the total \$134,300 project cost, \$3,300 represents the Town's share for two additional community meetings requested by the Parks and Lands Committee. The scope also includes a \$6,000 Town contribution for grant writing services to support future project phases. (Writing grants to pay for grant writing is illegal and unethical.)

Recommendation:

Staff recommends approval of the proposal for Phase 1 services for the Fish Creek Stream Restoration and Ecosystem Enhancement Project in the amount of \$134,300 including the Town's contribution of \$3,300 for additional community meetings and \$6,000 for future grant-writing services.

Fiscal Impact:

The project is almost entirely funded by grants that have been secured. The Town is responsible for \$3,300 related to community engagement and \$6,000 for future grant-writing services. Additional grant funding may become available to support later phases. Additional grant funding may become available to support future phases. All consulting budgeted funds have been allocated. If the Board chooses to move forward with this, it will have to come from capital funds.



Stantec Consulting Services Inc.
12308 North Corporate Parkway, Suite 600
Mequon WI 53092-3386

July 30, 2025

Travis Thyssen
Town of Gibraltar Administrator
4097 Main Street
Fish Creek, WI 54212
tthyssen@gibraltarwi.gov

Reference: Proposal for Fish Creek Stream Restoration and Ecosystem Enhancement Project

Dear Mr. Thyssen,

Stantec Consulting Services Inc. (Stantec) is pleased to present this proposal for environmental services associated with the Fish Creek Stream Restoration project (the Project) for the Town of Gibraltar (the Client). Stantec understands the Client received grant funding from the North American Wetlands Conservation Act (NAWCA) and Fund for Lake Michigan (FFLM) grant programs to fund this planning project. Collectively, these grants and contributions from the Town of Gibraltar will fund preliminary design planning, and community outreach in support of restoring Fish Creek and its adjacent habitat. This proposal specifically addresses the project scope as outlined in the successful grant applications mentioned above and will be further refined based on future project team meetings and guidance by the Client. Our proposal includes sections presenting our project understanding, scope of services, schedule, cost estimate, and agreement for your consideration.

Tasks 1 through 5 outlined below will be used to develop preliminary design plans and secure permits for restoration of Fish Creek and possible modifications to the existing dam. Task 6 will be used to initiate community outreach in support of the project.

PROJECT UNDERSTANDING

The Project objectives are to protect and improve fish and wildlife habitat, remove/mitigate fish passage barriers, narrow the creek channel while increasing its depth, enhance meanders, increase woody habitat, and address streambank erosion and channelization. The long-term goals are to restore connectivity and function in Fish Creek to sustain aquatic, riparian, wetland, and upland habitats for focal species including native fish, migratory birds, pollinators, and wildlife; restore and protect diverse natural communities including globally rare Niagara Escarpment cliff communities; enhance water quality, baseflow, and aquatic habitat in Fish Creek; improve public access and engagement in conservation of these public trust natural resources; and sustain a healthy Fish Creek watershed and ecosystem. The riparian habitat is comprised of dead/dying ash and white cedar groves, with an understory of invasive shrub species. The proposed restoration will benefit bird, fish, amphibian, reptile and mammal species by enhancing ecosystem function through stream restoration, native plant establishment and controlling invasive species.

Reference: Fish Creek Restoration

The proposed stream restoration task outlined below includes Fish Creek, spanning from the pond upstream of the dam to the State Hwy 42 bridge (approximately 2,800 linear feet).

SCOPE OF SERVICES

Stantec has reviewed available data at the time of development of this Scope of Services and has provided assumptions associated with each task which outlines, among other items, additional data needed to help facilitate design.

TASK 1- PROJECT MANAGEMENT

This task consists of routine project management for the stream restoration design of the Project, including project setup and planning, establishment and maintenance of internal project control tools, monthly invoicing, monthly project tracking, development and updating of the project engineering schedule, document control, meeting attendance, and coordination between the Stantec design team, subconsultants, client and stakeholders. Grant administration and reporting is also included in this task.

1.1 INVOICING AND REPORTING

On a monthly basis, Stantec will prepare and submit one (1) comprehensive invoice and overall status report detailing major accomplishments, milestones and submittals, anticipated project goals/ challenges, data needs, and schedule updates for the Project.

Stantec will provide periodic status updates on an as needed basis to coordinate Project activities, schedule updates, invoices, technical/policy interpretations, and anticipated project goals/challenges.

ASSUMPTIONS

- Monthly invoices shall consist of a single, comprehensive invoice to capture the progress and work completed in the subject month.

DELIVERABLES

- Monthly invoice and Project status reports

1.2 CLIENT COORDINATION

Stantec will meet (virtually) with the Town to kick off the project and discuss key personnel, project goals, schedule, and constraints.

Reference: Fish Creek Restoration

It is expected that a series of progress meetings will occur throughout the duration of the Project. One or more Stantec representatives will attend meetings as identified in the individual tasks. This scope includes a total of up to 6 virtual progress meetings.

ASSUMPTIONS

- Additional meeting attendance as requested by the Client – Stantec may attend additional meetings created by the Client to discuss requests, revisions to scope of work or modifications to schedule. These meetings are not included in any task and may be added to Stantec's services agreement for an additional fee.

DELIVERABLES

- Agendas and meeting minutes for the virtual kick off meeting and subsequent meetings.

1.3 GRANT ADMINISTRATION & REPORTING

The Client secured grant funding to support this project from NAWCA and FFLM, plus there is a pending grant submitted to US Fish and Wildlife Service Coastal Program. Stantec will assist with responding to information requests from these granting agencies throughout the duration of the grant timeline. Our team has standard approaches to verify the appropriate documentation is gathered, reviewed, and presented for quality control.

Collaborative communication is key to project success and a critical part of administering grant-funded projects successfully. The Stantec Funding Specialist will maintain communication with the Client throughout the grant-funded timeline through phone calls, emails, and regular meetings, as appropriate, to facilitate grant follow-up and evaluate ongoing needs and opportunities. We understand that staying on schedule within the funding parameters requires active monitoring by funding specialist, who will coordinate the following:

- Tracking of project deliverables;
- Reimbursement requests; and
- Interim, progress, and final reporting as required under each funding agreement.

1.4 GRANT RESEARCH & SUBMITTAL

Stantec understands additional grant funding will be needed to support final design and construction. To support future tasks, Stantec will collaborate with the Client and project partners to align grant opportunities with the Project. We are experienced with and understand the level of effort involved in applying for grants—the frameworks, policies, timeframes, and agency preferences that drive project selection and funding obligations. Funding agencies and partners in this region rarely look at a project in terms of a single benefit and often consider how projects are connected to additional state, federal, and local priorities. We

Reference: Fish Creek Restoration

are sensitive to your resource constraints and can add value by efficiently leveraging our team and corporate resources to improve your funding strategy, your applications, and your likelihood of success. Stantec's proposed service will include preparing a full submission-ready package of required application materials (project narratives, letters of support, project budget, etc.) for two (2) yet to be identified grant opportunities. Prior to beginning any grant application, Stantec will coordinate level of effort with the Client. Additional grant applications can be prepared by request and under separate contractual agreement(s).

ASSUMPTIONS

- Stantec cannot guarantee approval of the grants.
- This subtask is estimated at \$6,000.

TASK 2 – CONCEPTUAL DESIGN

This task will consist of acquiring and assessing existing available data and incorporating those data into a comprehensive Concept Plan intended to convey the major components of the proposed design.

2.1 EXISTING DATA ACQUISITION AND REVIEW

Stantec will request, acquire, and review all available existing data the design team deems necessary for development of a Concept Plan.

Potential items Stantec may request include:

- Historic and current aerial imagery
- LiDAR elevation data
- Stormwater input locations
- Soils mapping
- Historic storm and precipitation data
- FEMA mapping and published models
- Infrastructure and parcel mapping

ASSUMPTIONS

- Some requested data may be provided by the Client.
- Some required data may require search fees or transmittal fees. Any such fees will be invoiced to the Client.

DELIVERABLES

There are no deliverables associated with this task.

Reference: Fish Creek Restoration

2.2 TOPOGRAPHIC SURVEY

This task will consist of collecting existing topographic conditions, parcel and utility easement data at the Project site.

Prior to the commencement of the concept design development, Stantec will collect topographic data (one-foot contour intervals) of select portions of the Project site. This is likely to involve drone-based survey flown during leaf off, ground-based survey collected via total station and/or survey grade GPS supplemented with available LiDAR data. This survey will include the creation of breaklines along the existing channel alignment (sufficient to aid in identifying relevant existing conditions geomorphological parameters), survey of adjacent floodplain and terrace surfaces, existing utilities and easements, existing crossings, and localized priority areas identified by the design team. All mapping will be reviewed by the design team prior to use.

Detailed topographic survey will be captured for select areas within Project site deemed necessary to support design of the proposed work. The survey will conform to the following parameters:

- Detailed survey will be collected at topographic feature lines, producing one (1) ft interval contours.
- Detailed stream mapping is included within detailed survey areas.
- All published FEMA cross sections within the Project site will be surveyed.
- Survey includes the location of culverts/pipes, piers, dams, top of headwalls and bridge rails, top of road at bridge and culvert. All items necessary for H&H modeling and stream design will be captured in this effort.
- For detailed on the ground topographic survey, surveyor will locate and tie visible franchise utilities (Gas, Telephone/FOC, Electric, Cable, etc.) and associated appurtenances including: power poles, guy anchors, manholes, meters, valves, test stations, vaults, handholds, pull boxes, pedestals, controllers, etc. If available, surveyor will denote size, material type, pressure range, line voltage and utility owner as applicable.
- Ponds and waterways within detailed survey areas will be captured and shown on the survey. Toe of each feature will be recorded. Each feature will be floated, if not accessible by wading, to establish bottom shots. Shots will reflect the existing top of sediment on each feature bottom.
- The Client will provide available CAD, GIS, image, and mapping data/files for the site.
- Prior to commencing any topographic fieldwork, the Surveyor will submit a utility locate request for the project limits to Diggers Hotline, online at www.diggershotline.com. Marks located by Diggers Hotline 811 will be shown on survey.
- Surveyor will be responsible for setting necessary project control points distributed within the Project site. Control from overall Project will be used to capture and control detailed survey.
- Construction staking services will not be performed by the surveyor.
- If LiDAR mapping is utilized, LiDAR accuracy will be ground-truthed with supplemental ground shots.
- If LiDAR mapping is utilized, it will be conducted during winter or early spring months (leaf off or early leaf conditions) to ensure data is captured as effectively as possible.

Reference: Fish Creek Restoration

DELIVERABLES

- Stantec will provide a topographic base map drawing signed and sealed by a registered WI Registered Professional Land Surveyor, as well as the AutoCAD file.

2.3 SITE ASSESSMENT

This task will consist of traveling to the Project site and performing existing conditions surveys that include geomorphic, soils and vegetation assessments.

Stantec will develop site assessment plan sheets (1" = 40') and complete a Geomorphic Assessment along the entire existing length of channel within the Project extents, from the Town of Gibraltar property boundary at Spring Road to State Highway 42, to determine reach-specific considerations in the restoration design process. This includes verification of tie-in locations, reach breaks, locations of headcuts, extents of erosional areas requiring specific restoration approaches, collection of bulk sediment samples and photographic documentation. Stantec will collect additional cross sections from within the watershed as well as onsite cross sections and profile information from areas exhibiting stable channel form to serve as reference in development of the design dimensions. A maximum of 15 cross sections will be collected during the site assessment.

Stantec will document and assess the various stormwater input and discharge points located within the Project site. Stantec will incorporate the stormwater assessment results into the design plans.

Stantec will perform a soils assessment to determine soil types and conditions within the stream bankfull. A sieve analysis of the existing channel bed material will be performed to determine sizing of bed materials.

Stantec will also conduct an existing conditions vegetation assessment to document herbaceous, woody and other vegetative communities within the project limits. Stantec will incorporate the data and results of these assessments into the revegetation plans.

ASSUMPTIONS

- Right of entry will be coordinated by the Client.
- In addition to field work associated with the site assessment, Stantec will travel to the Project site with the Surveyor to collect any required supplemental topographic data.
- Data collected during site assessments only represent a temporal snapshot and depend on seasonal conditions, precipitation, and vegetation presence and density.
- This scope does not include the advancement of soil borings with a truck mounted drill rig or the performance of slope stability analysis.

Reference: Fish Creek Restoration

2.4 ASSURED WETLAND DELINEATION

Stantec will perform an assured wetland delineation within the Project Site and in the adjacent wetland area to the south, where boardwalk is proposed under separate design contract. The wetland delineation will be completed in accordance with the U.S. Army Corps of Engineers (USACE) 1987 Wetland Delineation Manual, applicable Regional Supplements to the Corps of Engineers Wetland Delineation Manual, and subsequent guidance documents (USACE & WDNR, 2015).

ASSUMPTIONS

- Right of entry will be coordinated with the client.
- Wetland delineation will extend beyond the Project Site to the south. The final study area will be reviewed by Stantec and the client prior to field work.

DELIVERABLES

- Assured wetland delineation report.

2.5 CULTURAL RESOURCES DESKTOP REVIEW

Stantec will conduct a preliminary cultural (archeological and historical properties) resource screening for the Project area to identify significant and potentially significant cultural resources that may be affected by the project. The review will examine the Wisconsin Historic Preservation Database (WHPD) site records maintained by the State Historical Society Office (SHPO). The following categories of WHPD will be searched:

- Archeological Site Inventory (ASI)
- Architectural Historic Inventory (AHI)
- Bibliography of Archeological Reports

A summary report of the search results, including a map depicting the location of any significant or potentially significant cultural resources, will be prepared to assist the Client with Project planning and provide support to fulfill local, state, or federal historic preservation laws and regulations protecting cultural resources and human remains.

DELIVERABLES

- Desktop review summary report.

2.6 ENDANGERED RESOURCES DESKTOP REVIEW

An Endangered Resources (ER) Review will be completed by a Stantec Certified ER Reviewer. The Certified ER Reviewer will conduct a review of the Wisconsin Department of Natural Resources (WDNR)

Reference: Fish Creek Restoration

Natural Heritage Inventory (NHI) database to determine the potential for rare and/or protected resources to be present within or near the Project area. The Project area to be reviewed includes both the specific project site and a buffer area surrounding the site. A 1-mile buffer will be evaluated for terrestrial and wetland species and a 2-mile buffer evaluated for aquatic species. Evaluating NHI records beyond the project site (referred to as the search area) is required as it is the WDNR guidance for determining protected resources that could be present.

A proposed ER Review will be drafted in accordance with the requirements and standards set forth by the WDNR ER Reviewer Certification Program. The Proposed ER Review will detail rare species, high-quality natural communities, and other natural features known to occur within or near the Project Area and will provide the required and recommended follow-up actions for avoiding negative impacts to the identified resources. The Proposed ER Review will be submitted to the WDNR Bureau of Natural Heritage Conservation for review and approval.

DELIVERABLES

- Certified ER Review report.

2.4 CONCEPTUAL PLAN

Stantec will integrate relevant existing data with onsite observations to develop three alternative conceptual plans. The intent of the conceptual plans will be to generally describe and define the proposed restoration approach, document existing constraints, identify potential challenges and to graphically define the approximate project area and major project components.

Components defined within the three alternative conceptual plans will likely include items such as:

- Proposed project limits
- Proposed stream alignment
- Existing stormwater discharge points
- Proposed stormwater BMPs
- Existing infrastructure
- Proposed alterations to existing infrastructure

Stantec will host one (1) virtual client meeting to discuss the three alternative conceptual plans. During this meeting, Stantec and the Client will decide on one alternative to progress into the preliminary design.

ASSUMPTIONS

- Conceptual Plans will be for informational purposes only and shall be labeled "Not for Construction."
- Conceptual Plans shall convey approximate locations only. Exact locations will be determined during subsequent design tasks.

Reference: Fish Creek Restoration

- Conceptual Plans shall not be construed as design plans. The figures are conceptual in nature and will be modified, in part or in total, during later design iterations.

DELIVERABLES

- The three alternative conceptual plans will be transmitted in PDF format via email.

TASK 3 – 30% PRELIMINARY DESIGN

Stantec will move forward with one conceptual design chosen during Task 2. This task will consist of the collection of reference data, the processing of reference and geomorphic data, coordination with regulators to refine the design concept and facilitate regulatory compliance, and the development of the Preliminary Design, Preliminary Plan Set and Draft Project Specifications.

3.1 REGIONAL AND LOCAL HYDRAULIC GEOMETRY SURVEYS

Stantec will travel to various sites used to develop regional hydrologic-hydraulic relationship curves to collect data with which to construct the design curves for the Project. Stantec may travel to sites where reference conditions exist to perform reference surveys and collect reference data to use in the design of this project. This may involve survey of stream cross sections, longitudinal profiles and visual assessment using Stantec's proprietary field assessment methodology.

Stantec will use this information to set design parameters such as bed width, maximum depth, bankfull width and cross-sectional area.

ASSUMPTIONS

- Data collected during Regional and Local Hydraulic Geometry Surveys only represent a temporal snapshot and depend on seasonal conditions, precipitation, and vegetation presence and density.

DELIVERABLES

There are no deliverables associated with this task.

3.2 PRELIMINARY DESIGN DEVELOPMENT (30%)

Stantec will integrate the previously selected conceptual plan, concept alignment modifications, and the findings from the geomorphic, soils, and vegetation assessments, reference survey, and the topographic survey to further develop the design plans. Elements from the conceptual plans will be incorporated into the preliminary design for the Project site. Preliminary design will include developing alignments, profiles, contouring the proposed valleys, and selecting in-stream structures. Stantec will also develop a preliminary grading surface.

Reference: Fish Creek Restoration

Stantec will perform initial H&H modeling, as described in Task 5, to check for potential hydrologic trespass issues.

Stantec will host one (1) virtual client meeting to review and refine the preliminary design concept and schedule.

ASSUMPTIONS

- Stantec will incorporate client review comments and design changes during preliminary design development. If the Client becomes aware of additional constraints which may affect design concept, the Client will communicate those requirements to Stantec as quickly as possible. Client-driven design changes will be incorporated during preliminary design development.

DELIVERABLES

- Stantec will compile meeting notes with review comments.

3.3 PRELIMINARY DESIGN PLANS (60%)

Stantec will prepare a preliminary design plan submittal that incorporates the field-collected and publicly available data including data collected during the geomorphic, soils and vegetation assessment and topographic survey. Preliminary design plans will contain the following:

- Title sheet
- Preliminary stream alignments
- Proposed preliminary profiles
- Structure details and locations
- Typical sections
- Grading plan
- Preliminary vegetation plan

Stantec will develop an Engineers Opinion of Probable Construction Cost for the preliminary plans.

Stantec will host one (1) virtual client meeting to discuss the preliminary plans and assumptions related to quantity takeoff and materials estimate.

Following client review of preliminary plans, Stantec will travel to the Project site to field verify the preliminary design alongside the Client and stakeholders.

ASSUMPTIONS

- Right of entry will be coordinated by the Client, and the Client will accompany Stantec on the field verification visit.

Reference: Fish Creek Restoration

- The Client will provide one (1) set of consolidated comments. Comments will be addressed, and revisions will be included in the development of the draft final plans under future tasks not defined in this scope.
- Client virtual meeting will last 2 hours and will be attended by up to four (4) members of the design team.

DELIVERABLES

- The preliminary design plans will be transmitted in PDF format via email.
- Engineers Opinion of Probable Construction Cost will be transmitted in PDF format via email.

TASK 4 – PERMITTING SUPPORT

This task consists of providing permitting support and coordination for the Project, including agency correspondence and permit preparation.

4.1 STATE, FEDERAL, AND LOCAL PERMITS

Stantec will prepare applicable state, federal, and local waterway, wetland, and shoreland zoning permit applications in preparation for construction. The application package will include a project narrative, completed forms, applicable mapping, and a preliminary engineered design plan set with specifications. This task includes coordination of a pre-application meeting with DNR and USACE to discuss permit requirements.

State and federal application materials will be submitted electronically using the WDNR WAMS online permitting system. The following permits are anticipated for this Project:

- Section 401/404 (USACE)
- Chapter 30 (WDNR)
- Chapter 31 (WDNR)
- Construction Site Storm Water and Erosion Control (WDNR & County)
- Zoning Permit (Door County)

Stantec will attend one (1) onsite agency meeting, if necessary.

ASSUMPTIONS

- Stantec will coordinate with regulatory agencies and prepare the applications and necessary documentation.
- The Client will be responsible for submittal of the permit applications.
- The Client will pay all required permit review fees.

Reference: Fish Creek Restoration

DELIVERABLES

- Permit applications will be provided to the Client either online via WDNR ePermitting or in PDF format for local submittal.

TASK 5 – H&H ANALYSIS

This task consists of an assessment of existing hydrologic / hydraulic modeling relevant to the proposed project, preliminary modeling or analysis for project planning, and development of a workplan to guide future modeling that may be required for project design and permitting.

5.1 EXISTING AND PROPOSED CONDITIONS HYDRAULIC MODELING

The proposed Project, consisting of stream restoration and possible dam removal or modification, occurs in an area where there is a mapped regulatory floodplain. Therefore, modeling will be required to determine whether the project will have any impacts on regulatory floodplain elevations. Modeling will also be required to support the design of several project elements.

Several hydraulic models currently exist related to floodplain elevations. The official, effective hydraulic model is a HEC-2 model, developed in the late 1970s. This model input file is available online. Based on correspondence with DNR, a more recent HEC-RAS model was developed in 2022 to support a nearby design project. The basis for this HEC-RAS model is an import / conversion of the HEC-2 data. DNR is willing to provide us with a copy of the more recent model; however, it has not been officially reviewed or approved by DNR or FEMA.

Stantec will obtain the recent HEC-RAS model from DNR and also review the older HEC-2 model. Stantec will select one of these models as a starting point for further hydraulic modeling and determine additional data requirements and modeling work necessary to develop a model that will be adequate for project design and permitting purposes.

Using the available models and available mapping data, Stantec will conduct conceptual hydraulic modeling of a stream restoration preferred alternative. This modeling will be for preliminary design and permitting purposes, and it is anticipated that further data collection and model updates will be required in a future phase of work, for final design and any FEMA permit applications.

Stantec will also review the available hydrologic data used in the floodplain modeling, to determine if floodwater storage in the dam's pool / reservoir is accounted for in the floodplain hydrology modeling. If downstream flood flows were calculated in a manner that includes the effect of the upstream dam, then it will be necessary to assess whether dam removal or modification will likely affect downstream flood flows.

Due to uncertainties about the detail and quality of existing data, and the configuration and extents of the future project, the specific modeling scope necessary for final design and FEMA coordination cannot be

Reference: Fish Creek Restoration

determined at this time. Additional work will be required in a future phase of work. However, the data review and preliminary modeling conducted in this task will allow us to develop a workplan to determine the necessary approach for future work.

ASSUMPTIONS

- This task does not include any regulatory submittals to DNR or FEMA related to floodplain changes. Such submittals would be performed in a future phase of work and may include “no rise” analyses and documentation, or Conditional Letter of Map Revision (CLOMR) / Letter of Map Revision (LOMR).

DELIVERABLES

- Stantec will submit a technical memorandum summarizing the task methodology and results.

TASK 6 - COMMUNITY ENGAGEMENT

Community support will be instrumental in efforts to restore public properties, protect habitats, and enhance the ecosystem. This site has a high likelihood of successful implementation and long-term sustainability, given long-term commitments from governing leadership, non-profit partners, technical support from experienced contractors and multi-disciplinary consultants, and local residents. Stantec will attend up to four public events with residents and interested parties and/or a smaller team of Town leaders (such as the Parks & Lands committee or Planning Commission) to learn about the selected design and future construction. Includes preparation of a PowerPoint presentation and supporting material. Stantec will provide presentation documents to the Town of Gibraltar for review in advance of public viewership.

GENERAL ASSUMPTIONS

- The following general assumptions apply:
- Stantec will apply our standard health and safety policy and procedures for fieldwork based on flow conditions and season of work. Stantec is not responsible for other team members safety.
- Stantec staff will have access to the Project site upon proper and timely notification of such site visit(s) to the Town, as applicable.
- Site visits may span multiple days.
- Stantec may collect geo-tagged photographs during the site visits, and some of these photographs may be incorporated into project deliverables.
- Stantec will have access to available information needed for the project, upon which Stantec may rely without independent verification in performing the services.
- Proposed Fee assumes that the work will span from April 2025 to December 2025. If factors beyond Stantec's control delay progress, and the work continues into subsequent years, Stantec reserves the right to negotiate rate escalation resulting in additional compensation.

Reference: Fish Creek Restoration

PROPOSED FEE

Stantec will provide the scope described above on time and expense basis with an estimated fee of \$134,300. The estimated fee by task is provided below. Task fees are estimates and we reserve the right to reallocate budget between tasks but will not exceed the total contract without approval.

Table 1 – TASK AND FEE BREAKDOWN

TASK NO.	TASK	ESTIMATED FEE	SELECTION OF SERVICE (please initial to indicate authorization)
STREAM RESTORATION (2,800 linear feet)			
1	Project Management	\$12,600	Accept_____ / Decline_____
2	Concept Plan	\$44,100	Accept_____ / Decline_____
3	Preliminary Design		
	Tasks 3.1-3.2 (30% Design)	\$23,800	Accept_____ / Decline_____
	Tasks 3.3 (60% Design)	\$11,700	Accept_____ / Decline_____
4	Permitting	\$8,300	Accept_____ / Decline_____
5	H&H Analysis	\$23,500	Accept_____ / Decline_____
Stream Restoration Subtotal		\$124,000	
COMMUNITY ENGAGEMENT			
6	Community Engagement	\$10,300	Accept_____ / Decline_____
TOTAL FEE		\$134,300	

By initialing above, the client acknowledges that it has read, accepts, and agrees to the terms and conditions attached hereto and that the terms and conditions, together with this proposal, constitute the contract, and further the client hereby authorizes Stantec to proceed with the services herein described.

Reference: Fish Creek Restoration

PROJECT SCHEDULE

Stantec will initiate this project following acceptance and receipt of a signed agreement. A Stantec representative will contact you to coordinate and schedule a time to proceed with the fieldwork, if desired. We will continue to work closely with you and Project team members to prepare the deliverables in a timely manner and will work to meet your Project's schedule. Table 2 below provides an estimated Project schedule.

Table 2 – ESTIMATED PROJECT SCHEDULE

Task	Estimated Timeline
Secure Funding / Contracting	Late Summer 2025
Site Surveys	Fall 2025 / Spring 2026
Preliminary Design	Spring / Summer 2026
Permitting	Late Summer 2026
Community Engagement	Ongoing, Late Summer 2025 & 2026

EXTRA SERVICES

Extra services are those services that are not part of the base scope of services provided above but could potentially be needed for a project of this type. Extra services vary by option and may include, but are not limited to the following:

- Fieldwork not mentioned in the scope of services for the selected option
- Wetland and waterway permitting not mentioned in the scope of services for the selected option
- Civil design and surveys not mentioned in the scope of services for the selected option
- Flora and fauna surveys not mentioned in the scope of services for the selected option
- Threatened & endangered species surveys
- Collecting and/or providing additional information requested by regulatory agencies
- Project team and regulatory agency meeting/coordination
- Expert witness testimony

Reference: Fish Creek Restoration

PAYMENT TERMS & CONDITIONS

Invoices for the services performed will be submitted either upon completion of such services or on a monthly basis. Refer to the attached Ecological Terms and Conditions.

Please send Purchase Order to:

STANTEC CONSULTING SERVICES INC.
1165 Scheuring Road
De Pere, WI 54115
United States

Please remit payments to:

STANTEC CONSULTING SERVICES INC.
Lockbox 13980
540 W Madison Street
Chicago, IL 60661
United States

The above-stated fee and specified hourly rates proposed for this scope of services are valid for 30 days from the date of this proposal and are subject to annual adjustments.

If you have any questions, or require any additional information, please call my office phone at (920) 841-1072. We look forward to working with you on this project.

Sincerely yours,

Stantec Consulting Services Inc.



Melissa Curran
Senior Associate
Phone: (920) 841-1072
Melissa.Curran@stantec.com



Sarah Majerus
Project Manager
Phone: (920) 627-3183
Sarah.Majerus@stantec.com

Attachment: Professional Services Agreement, Rate Table



PROFESSIONAL SERVICES AGREEMENT

This Agreement is made and entered into effective July 30, 2025 (the "Agreement Date") by and between:

"Client"

Name: Town of Gibraltar
Address: 4097 Main Street, Fish Creek WI 54212
Phone: 920-868-1714
Representative: Travis Thyssen, Administrator Email: tthyssen@gibraltarwi.gov

"Stantec"

Name: Stantec Consulting Services Inc.
Address: 1165 Scheuring Road, De Pere WI 54115
Phone: 920-592-8400
Representative: Melissa Curran, Senior Associate Email: melissa.curran@stantec.com

Fish Creek Stream Restoration and Ecosystem Enhancement Project (the "Project"):

Town of Gibraltar, Door County, Wisconsin

DESCRIPTION OF WORK: Stantec shall render the services described in Attachment "A" (hereinafter called the "Services") in accordance with this Agreement. Stantec may, at its discretion and at any stage, engage subconsultants to perform all or any part of the Services. The Client and Stantec by written amendment to this Agreement may from time to time make changes to the Services. All changed work shall be carried out under this Agreement. The time for completion of the Services shall be adjusted accordingly.

COMPENSATION: Charges for the Services rendered will be made in accordance with the Contract Price indicated in Attachment "A", or, if no Contract Price is indicated, in accordance with Stantec's Schedule of Fees and Disbursements in effect from time to time as the Services are rendered.

Invoices shall be paid by the Client in the currency of the jurisdiction in which the Services are provided without deduction or setoff within 28 days of receipt. Failure to make any payment when due is a material breach of this Agreement and will entitle Stantec, at its option, to suspend or terminate this Agreement and the provision of the Services. Interest will accrue on accounts overdue at the lesser of 1.5 percent per month (18 percent per annum) or the maximum legal rate of interest. The Client will make electronic payment of the invoices, the details of which can be obtained or verified by contacting ar@stantec.com.

Unless expressly defined in the scope of work attached to this Agreement, the Services do not include any services related to lawsuits, arbitrations, mediations, government enforcement actions, or freedom of information requests ("FOI"). The Client agrees to compensate Stantec on a time and materials basis at rates two times (2x) those identified in Stantec's current rate table if Stantec is required to respond to a FOI, subpoena, serve as a witness, or prepare for or attend a deposition, examination for discovery, trial, arbitration, or mediation arising out of the Project or related to a legal proceeding to which Stantec is not a named defendant.

REPRESENTATIVES: Each party shall designate in the space provided above a representative who is authorized to act on behalf of that party and receive notices under this Agreement. Such representatives have complete authority to act on behalf of their principals in respect to all matters arising under this Agreement.

NOTICES: All notices, consents, and approvals required to be given hereunder shall be in writing and shall be given to the representatives of each party. All notices required by this Agreement to be given by either party shall be deemed to be properly given and received within two (2) business days if made in writing to the other party by certified mail or email, addressed to the regular business address of such party as identified above.

CLIENT'S RESPONSIBILITIES: The Client shall provide to Stantec in writing, the Client's total requirements in connection with the Project, including the Project budget and time constraints. The Client shall make available to Stantec all relevant information or data pertinent to the Project which is required by Stantec to perform the Services. Stantec shall be entitled to rely upon the accuracy and completeness of all information and data furnished by the Client, including information and data originating with other consultants employed by the Client whether such consultants are engaged at the request of Stantec or otherwise. Where such information or data originates either with the Client or its consultants then Stantec shall not be responsible to the Client for the consequences of any error or omission contained therein.

When required by Stantec, the Client shall engage specialist consultants directly to perform items of work necessary to enable Stantec to carry out the Services. Whether arranged by the Client or Stantec, these services shall be deemed to be provided under direct contracts to the Client unless expressly provided otherwise.

The Client shall give prompt consideration to all documentation related to the Project prepared by Stantec and whenever prompt action is necessary shall inform Stantec of Client's decisions in such reasonable time so as not to delay the schedule for providing the Services.

When applicable, the Client shall arrange and make provision for Stantec's entry to the Project site as well as other public and private property as necessary for Stantec to perform the Services. The Client shall obtain any required approvals, licenses and permits from governmental or other authorities having jurisdiction over the Project so as not to delay Stantec in the performance of the Services.

STANTEC'S RESPONSIBILITIES: Stantec shall furnish the necessary qualified personnel to provide the Services. Stantec represents that it has access to the experience and capability necessary to and agrees to perform the Services with the reasonable skill and diligence required by customarily accepted professional practices and procedures normally provided in the performance of the Services at the time when and the location in which the Services were performed. This undertaking does not imply or guarantee a perfect Project and in the event of failure or partial failure of the product or the Services, Stantec will be liable only for its failure to exercise diligence, reasonable care, and professional skill. This standard of care is the sole and exclusive standard of care that will be applied to measure Stantec's performance. There are no other representations or warranties expressed or implied made by Stantec. In particular, but not by way of limitation, no implied warranty of merchantability or fitness for a particular purpose shall apply to the Services provided by Stantec nor shall Stantec warrant or guarantee economic, market or financial conditions, proforma projections, schedules for public agency approvals, or other factors beyond Stantec's reasonable control. Stantec does not warrant the Services to any third party and the Client shall indemnify and hold harmless Stantec from any demands, claims, suits, or actions of third parties arising out of Stantec's performance of the Services.

In performing the Services under this Agreement, Stantec shall operate as and have the status of an independent contractor and shall not act as or be an employee of the Client.

TERMINATION: Stantec may terminate this Agreement without cause upon thirty (30) days' notice in writing. If either party breaches this Agreement, the non-defaulting party may terminate this Agreement after giving seven (7) days' notice to remedy the breach. On termination of this Agreement, the Client shall forthwith pay Stantec for the Services performed to the date of termination. Non-payment by the Client of Stantec's invoices within 30 days of Stantec rendering same is agreed to constitute a material breach of this Agreement and, upon written notice as prescribed above, the duties, obligations, and responsibilities of Stantec are terminated.

SUSPENSION OF SERVICES: If the project is suspended for more than thirty (30) calendar days in the aggregate, Stantec shall be compensated for services performed and charges incurred prior to receipt of notice to suspend and, upon resumption, an equitable adjustment in fees to accommodate the resulting demobilization and remobilization costs. In addition, there shall be an equitable adjustment in the project schedule based on the delay caused by the suspension. If the Project is suspended for more than ninety (90) days, Stantec may, at its option, terminate this agreement upon giving notice in writing to the Client.

ENVIRONMENTAL: Except as specifically described in this Agreement, Stantec's field investigation, laboratory testing and engineering recommendations will not address or evaluate pollution of soil or pollution of groundwater.

Where the Services include storm water pollution prevention (SWPP), sedimentation or erosion control plans, specifications, procedures or related construction observation or administrative field functions, Client acknowledges that such Services proposed or performed by Stantec are not guaranteed to provide complete SWPP, sedimentation or erosion control, capture all run off or siltation, that any physical works are to be constructed and maintained by the Client's contractor or others and that Stantec has no control over the ultimate effectiveness of any such works or procedures. Except to the extent that there were errors or omissions in the Services provided by Stantec, Client agrees to indemnify and hold Stantec harmless from and against all claims, costs, liabilities, or damages whatsoever arising from any storm water pollution, erosion, sedimentation, or discharge of silt or other deleterious substances into any waterway, wetland or woodland and any resulting charges, fines, legal action, cleanup, or related costs.

In the prosecution of work, Stantec will take reasonable precautions to avoid damage to subterranean structures or utilities. However, it is the responsibility of the Client to provide Stantec with assistance in locating underground structures and utilities in the vicinity of any construction, exploration, or investigation. Stantec shall also rely upon third party sources in order to determine the existence and location of any underground structures and utilities of any kind. The Client acknowledges and agrees that Stantec may rely on such third-party advice, so long as such third party is, in Stantec's opinion, a reasonable source for such information, without any requirement that Stantec shall make an independent evaluation or investigation of such underground structures and utilities. In the event that the information supplied by third parties is incorrect, the Client acknowledges that Stantec shall not be responsible for any damages done to any such underground structures or utilities. If neither party can confirm the location of such structures and utilities, the Client agrees to accept all liabilities, costs, expenses and damages, whether direct, indirect, economic, punitive, incidental, special, exemplary or consequential, associated with the repair, replacement or restoration of any damages to such structures and utilities caused by Stantec or its subcontractor(s) or subconsultant(s) in the performance of the Services and the Client agrees to defend, indemnify and hold Stantec harmless from any such damages.

BUILDING CODES, BYLAWS AND OTHER PUBLIC REGULATIONS: Stantec shall, to the best of its ability, interpret building codes, by-laws, and other public regulations as they apply to the Project and as they are published at the time Services commence. Furthermore, Stantec shall observe and comply with all applicable laws, ordinances, codes, and regulations of government agencies, including federal, state, provincial, municipal, and local governing bodies having jurisdiction over the conduct of the Services ("LAWS"). However, it is expressly acknowledged and agreed by the Client that as the Project progresses such building codes, by-laws, other public regulations, and LAWS may change or the interpretation of any public authority may differ from the interpretation of Stantec, through no fault of Stantec, and any extra costs necessary to conform to such changes or interpretations during or after execution of the Services will be paid by the Client.

Stantec shall continue to provide equal employment opportunity to all qualified persons and to recruit, hire, train, promote and compensate persons in all jobs without regard to race, color, religion, sex, age, disability or national origin or any other basis prohibited by applicable laws.

COST AND SCHEDULE OF CONSTRUCTION WORK: In providing opinions of probable cost and project schedule, it is recognized that neither the Client nor Stantec has control over the costs of labor, equipment, or materials, or over the Contractor's methods of determining prices or time. The opinions of probable cost or project duration are based on Stantec's reasonable professional judgment and experience and do not constitute a warranty, express or implied, that the Contractors' bids, project schedules, or the negotiated price of the Work or schedule will not vary from the Client's budget or schedule or from any opinion of probable cost or project schedule prepared by Stantec. Exact costs and times will be determined only when bids have been received for the Project and when the construction work has been performed and payments finalized.

ADMINISTRATION OF CONSTRUCTION CONTRACTS: When applicable, Stantec shall provide field services during the construction of the Project only to the extent that such Services are included and defined in this Agreement. The performance of the construction contract is not Stantec's responsibility nor are Stantec's field services rendered for the construction contractor's benefit.

It is understood and agreed by the Client and Stantec that only work which has been seen during an examination by Stantec can be said to have been appraised and comments on the balance of any construction work are assumptions only.

When field services are provided by Stantec, the authority for general administration of the Project shall reside with Stantec only to the extent defined in this Agreement. In such case, Stantec shall coordinate the activities of other consultants employed by the Client, only to the extent that Stantec is empowered to do so by such other consultants' contracts with the Client.

Stantec shall not be responsible for any contractor's failure to carry out the work in accordance with the contract documents nor for the acts or omissions of any contractor, subcontractor, any of their agents or employees, or any other persons performing any of the work in connection with the Project. When field services are provided, no acceptance by Stantec of the work or services of a construction contractor or other consultants, whether express or implied, shall relieve such construction contractor or other consultants from their responsibilities to the Client for the proper performance of such work or services and further, Stantec shall not be responsible to the Client or to the construction contractor or to the other consultants for the means, methods, techniques, sequences, procedures and use of equipment of any nature whatsoever, whether reviewed by Stantec or not, which are employed by the construction contractor or the other consultants in executing, designing, or administering any phases of the Project, or for placing into operation any plant or equipment or for safety precautions and programs incidental thereto.

When field services are provided, Stantec will not be designated as the party responsible for the compliance by others on the construction work site with the purposes or requirements of applicable environmental, occupational health and safety, or similar legislation. The Client shall designate a responsible party, other than Stantec, for the coordination and performance of environmental, occupational health and safety activities on the construction work site as required by applicable legislation and associated regulations.

JOBSITE SAFETY: Neither the professional activities of Stantec, nor the presence of Stantec or its employees and subconsultants at a construction site, shall relieve the Client and any other entity of their obligations, duties and responsibilities with respect to job site safety. Subject only to applicable legislation, Stantec and its personnel have no authority to exercise any control over any construction contractor or other entity or their employees in connection with their work or any health or safety precautions.

INDEMNITY: The Client releases Stantec from any liability and agrees to defend, indemnify, and hold Stantec harmless from any and all claims, damages, losses, and/or expenses, direct and indirect, or consequential damages, including but not limited to attorney's fees and charges and court and arbitration costs, arising out of, or claimed to arise out of, the performance of the Services, excepting liability arising from the negligence or willful misconduct of Stantec.

LIMITATION OF LIABILITY: It is agreed that, to the fullest extent possible under the applicable law, the total amount of all claims (including any and all costs associated with such claims such as attorney and expert fees and interest) the Client

may have against Stantec under this Agreement or arising from the performance or non-performance of the Services under any theory of law, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of the fees paid to Stantec for the Services or \$500,000. No claim may be brought against Stantec in contract or tort more than two (2) years after the cause of action arose. As the Client's sole and exclusive remedy under this Agreement any claim, demand or suit shall be directed and/or asserted only against Stantec and not against any of Stantec's employees, officers, or directors.

Stantec's liability with respect to any claims arising out of this Agreement shall be absolutely limited to direct damages arising out of the Services and Stantec shall bear no liability whatsoever for any consequential loss, injury or damage incurred by the Client, including but not limited to claims for loss of use, loss of profits and loss of markets.

In no event shall Stantec's obligation to pay damages of any kind exceed its proportionate share of liability for causing such damages.

DOCUMENTS: All documents prepared by Stantec or on behalf of Stantec in connection with the Project are instruments of service for the execution of the Project. Stantec retains the property and copyright in these documents, whether the Project is executed or not. Payment to Stantec of the compensation prescribed in this Agreement shall be a condition precedent to the Client's right to use documentation prepared by Stantec. These documents may not be used for any other purpose without the prior written agreement of Stantec. The Client shall have a permanent non-exclusive, royalty-free license to use any concept, product or process which is patentable or capable of trademark, produced by or resulting from the Services rendered by Stantec in connection with the Project, for the life of the Project. The Client shall not use, infringe upon, or appropriate such concepts, products or processes without the express written agreement of Stantec. In the event Stantec's documents are subsequently reused or modified in any material respect without the prior consent of Stantec, the Client agrees to indemnify Stantec from any claims advanced on account of said reuse or modification.

Any document produced by Stantec in relation to the Services is intended for the sole use of Client. The documents may not be relied upon by any other party without the express written consent of Stantec, which may be withheld at Stantec's discretion. Any such consent will provide no greater rights to the third party than those held by the Client under the contract and will only be authorized pursuant to the conditions of Stantec's standard form reliance letter.

Stantec cannot guarantee the authenticity, integrity or completeness of data files supplied in electronic format ("Electronic Files"). Client shall release, indemnify, and hold Stantec, its officers, employees, consultants, and agents harmless from any claims or damages arising from the use of Electronic Files. Electronic files will not contain stamps or seals, remain the property of Stantec, are not to be used for any purpose other than that for which they were transmitted, and are not to be retransmitted to a third party without Stantec's written consent.

PROJECT PROMOTION: Where the Client has control or influence over construction signage, press releases and/or other promotional information identifying the project ("Project Promotion"), the Client agrees to include Stantec in such Project Promotion.

FORCE MAJEURE: Any default in the performance of this Agreement caused by any of the following events and without fault or negligence on the part of the defaulting party shall not constitute a breach of contract: labor strikes, riots, war, acts of governmental authorities, unusually severe weather conditions or other natural catastrophe, disease, epidemic or pandemic, or any other cause beyond the reasonable control or contemplation of either party. Nothing herein relieves the Client of its obligation to pay Stantec for services rendered.

GOVERNING LAW: This Agreement shall be governed, construed, and enforced in accordance with the laws of the jurisdiction in which the majority of the Services are performed.

DISPUTE RESOLUTION: If requested in writing by either the Client or Stantec, the Client and Stantec shall attempt to resolve any dispute between them arising out of or in connection with this Agreement by entering into structured non-binding negotiations with the assistance of a mediator on a without prejudice basis. The mediator shall be appointed by agreement of the parties. The Parties agree that any actions under this Agreement will be brought in the appropriate court in the jurisdiction of Governing Law, or elsewhere by mutual agreement. Nothing herein however prevents Stantec from any exercising statutory lien rights or remedies in accordance with legislation where the project site is located.

ATTORNEYS FEES: In the event of a dispute hereunder, the prevailing party is entitled to recover from the other party all costs incurred by the prevailing party in enforcing this Agreement and prosecuting the dispute, including reasonable attorney's and expert's fees, whether incurred through formal legal proceedings or otherwise.

ASSIGNMENT AND SUCCESSORS: The Client shall not, without the prior written consent of Stantec, assign the benefit or in any way transfer the obligations of this Agreement or any part hereof. This Agreement shall inure to the benefit of and be binding upon the parties hereto, and except as otherwise provided herein, upon their executors, administrators, successors, and assigns.

PROTECTION OF PRIVACY LAWS: The parties acknowledge that information relating to an identified or identifiable person ("Personal Information") may be exchanged in the course of this Project pursuant to this Agreement.

The party disclosing Personal Information (the "Disclosing Party") warrants that it has all necessary authorizations and approvals required to process and disclose the Personal Information and to enable the party receiving the Personal

Information (the "Receiving Party") to process it in performing the Services. The Disclosing Party will provide the Receiving Party with written notice containing the details of what Personal Information will be provided.

The Receiving Party will comply with any reasonable instruction from the Disclosing Party in respect of such Personal Information and implement appropriate technical and organization measures to protect the Personal Information against unauthorized or unlawful processing and accidental loss, theft, use, disclosure, destruction and/or damage.

The Receiving Party shall be permitted, upon prior written consent of the Disclosing Party, to transfer Personal Information outside the jurisdiction if required for performance of the Services provided that such transfers are in accordance with relevant and applicable requirements under applicable legislation. The Receiving Party shall provide the Disclosing Party with full cooperation and assistance in meeting its obligations under applicable privacy legislation, including in relation to the security of processing, the notification of Personal Information breaches, the notification of requests from individuals and Personal Information protection impact assessments.

On termination of this Agreement, the Receiving Party shall cease processing Personal Information and shall delete and destruct or return to the Disclosing Party (as the Disclosing Party may require) all Personal Information held or processed by the Receiving Party on the Disclosing Party's behalf. It is understood however, that the Receiving Party may need to keep a copy of all Personal Information for legal purposes and therefore it will continue to take reasonable steps to protect the Personal Information as outlined herein and will proceed with the destruction of the Personal Information within a reasonable period of time if there is no longer any legal justification to keep the Personal Information.

Nothing herein relieves either party from their responsibilities for compliance with applicable privacy legislation.

ENTIRE AGREEMENT: This Agreement constitutes the sole and entire agreement between the Client and Stantec relating to the Project and supersedes all prior agreements between them, whether written or oral respecting the subject matter hereof and no other terms, conditions, or warranties, whether express or implied, shall form a part hereof. This Agreement may be amended only by written instrument signed by both the Client and Stantec. All attachments referred to in this Agreement are incorporated herein by this reference; however, in the event of any conflict between attachments and the terms and conditions of this Agreement, the terms and conditions of this Agreement shall take precedence.

SEVERABILITY: If any term, condition, or covenant of this Agreement is held by a court of competent jurisdiction to be invalid, void, or unenforceable, the remaining provisions of this Agreement shall be binding on the Client and Stantec.

CONTRA PROFERENTEM: The parties agree that in the event this Agreement is subject to interpretation or construction by a third party, such third party shall not construe this Agreement or any part of it against either party as the drafter of this Agreement.

BUSINESS PRACTICES: Each Party shall comply with all applicable laws, contractual requirements and mandatory or best practice guidance regarding improper or illegal payments, gifts or gratuities, and will not pay, promise to pay or authorize the payment of any money or anything of value, directly or indirectly, to any person (whether a government official or private individual) or entity for the purpose or illegally or improperly inducing a decision or obtaining or retaining business in connection with this Agreement or the Services.

THE PARTIES EXPRESSLY ACKNOWLEDGE THAT THIS AGREEMENT CONTAINS LIMITATION OF LIABILITY PROVISIONS RESTRICTING RIGHTS FOR THE RECOVERY OF DAMAGES.

The Parties, intending to be legally bound, have made, accepted, and executed this Agreement as of the Agreement Date noted above.

Town of Gibraltar**Stantec Consulting Services Inc.**

Travis Thyssen, Town of Gibraltar
Administrator

Print Name and Title

Melissa Curran, Senior Associate

Print Name and Title

Signature

Signature

Attached to and forming part of the Agreement BETWEEN:

Town of Gibraltar
(Hereinafter called the "Client")
- and -
Stantec Consulting Services Inc.
(Hereinafter called "Stantec")

EFFECTIVE: July 30, 2025

This Attachment details the Services, Contract Time, Contract Price, Additional Conditions and Additional Attachments forming part of the above-described Agreement.

SERVICES: Stantec shall perform the following Services:

Refer to attached "Proposal for Fish Creek Stream Restoration and Ecosystem Enhancement Project"
(Hereinafter called the "Services")

CONTRACT TIME: Commencement Date: July 30, 2025
Estimated Completion Date: December 31, 2025

CONTRACT PRICE: Subject to the terms below, Client will compensate Stantec as follows:

Refer to attached "Proposal for Fish Creek Stream Restoration and Ecosystem Enhancement Project"

Where not stated as being included in the fees, project specific subconsultant, contractor, lab and other similar third-party charges will be charged as invoiced to Stantec with a ten percent (10%) markup.

Unless otherwise noted, the fees in this agreement do not include any value added, sales, or other taxes that may be applied by Government on fees for services. Such taxes will be added to all invoices as required.

Where the Services or services conditions change, Stantec shall submit to the Client in a timely manner, documentation of the revisions to Attachment "A" adjusting the Contract Services Time and Price as required.

Unless otherwise specified, charges for Services are based on Stantec's hourly billing rate table ("Rate Table"), attached hereto. The Rate Table is subject to escalation from time to time. At a minimum, effective each January 1 during the term of this Agreement, Stantec's charges for Services shall escalate by either (a) the most current Consumer Price Index year over year percentage increase, not seasonally adjusted, for the preceding July, all items, as published by Statistics Canada (for Projects in Canada) plus 1.0%, or (b) the most current Consumer Price Index for All Urban Consumers (CPI-U) year over year percentage increase, not seasonally adjusted, for the preceding July, as published by the U.S. Bureau of Labor Statistics plus 1.0% (for all other projects).

ADDITIONAL CONDITIONS: The following additional conditions shall be read in conjunction with and constitute part of this Agreement:

No additional conditions.

**ADDITIONAL
ATTACHMENTS:**

The following additional attachments shall be read in conjunction with and constitute part of this Agreement:

Rate Table

**INSURANCE
REQUIREMENTS:**

Before any services are provided under this agreement, Stantec shall procure, and maintain insurance coverage during the term of this agreement.

Fish Creek

Stream & Riparian Restoration





STANTEC TEAM



[Sarah Majerus](#)
Project Manager
Environmental Scientist



[Natalie Dorrlor-Hyde](#)
Environmental Grant Specialist



[Melissa Curran](#)
Environmental Scientist



[Ryan Crum](#)
Restoration Ecologist




[Matt Sieracki](#)
Stream Engineer



PROJECT RATIONALE



Photo Credit: Andrew Kleidon, Peninsula Pulse

- Successful property acquisition
- Need for ecosystem restoration
 - Improve habitat & species diversity
 - Invasive species management
 - Native revegetation
 - Improve hydrologic function of waterway 
 - Flow assessment
 - Stream restoration
 - Wetland restoration
 - Fish Passage
- Improve public access & recreation opportunities



PROPOSED SCOPE



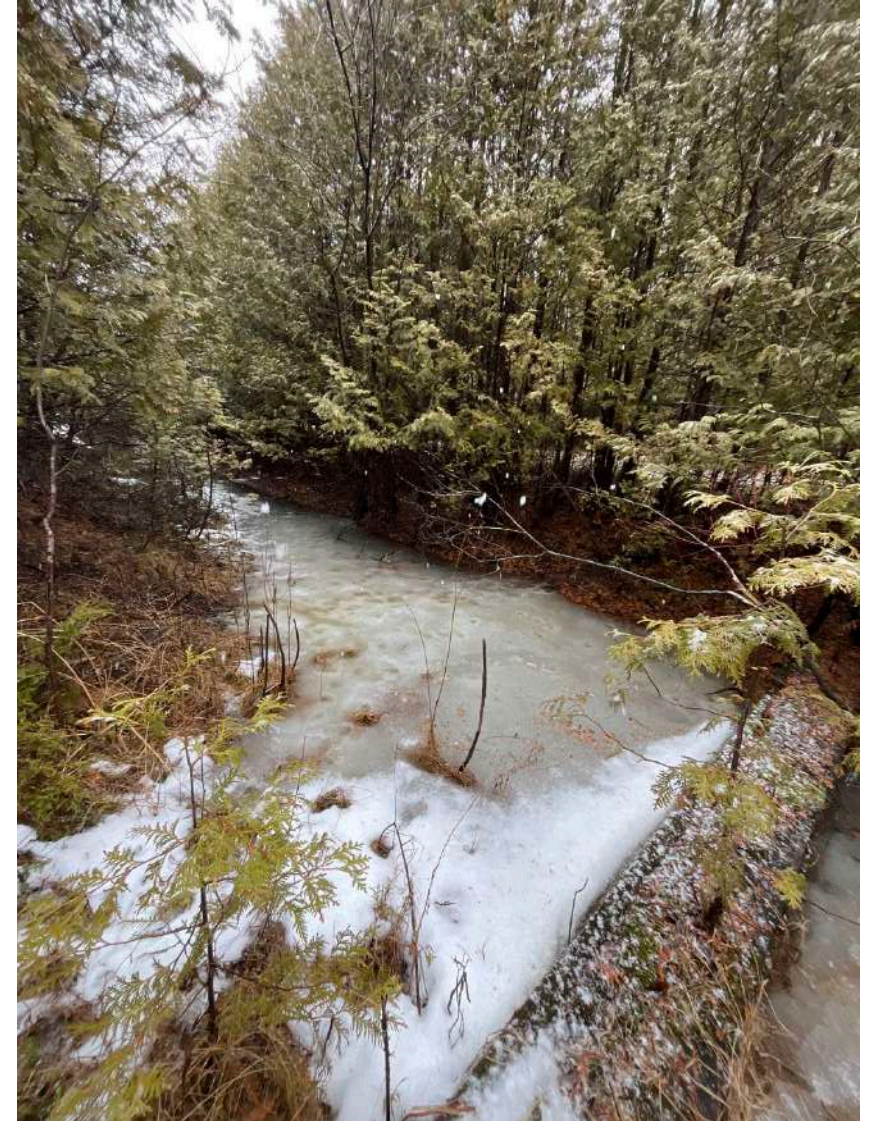
TASK	Phase 1 Tasks	
1	Project Management	
2	Concept Plan	<ul style="list-style-type: none">•Data Acquisition•Site Assessments•Conceptual Alternatives
3	Topographic Survey	
4	Preliminary Design (60%)	<ul style="list-style-type: none">•Advance Preferred Alternative
5	Permitting	<ul style="list-style-type: none">•Wetland Delineation•State, Federal, Local Permits•Cultural Review (desktop)•Rare Species Review (desktop)
6	Modeling	
7	Community Engagement	

Photo Credit: Ryan Crum, Stantec



TIMELINE

Grant Award Agreements & Contracting	Late Summer 2025
Community Engagement	Late Summer 2025 & 2026
Site Surveys	Fall 2025 / Spring 2026
Preliminary Design	Spring / Summer 2026
Permitting	Late Summer 2026



PROJECT BUDGET



Photo Credit: Craig Charles, Peninsula Pulse

TASK #	PHASE 1 TASK	BUDGET
1	Project Management	\$12,600
2	Concept Plan	\$44,100
3	Surveying & Preliminary Design (60%)	\$35,500
4	Permitting	\$8,300
5	H&H Analysis and FEMA CLOMR	\$23,500
6	Community Engagement	\$10,300
TOTAL:		\$134,300

1

GRANT FUNDING

PHASE 1* SOURCE	STATUS	REQUEST
North American Wetland Conservation Act (NAWCA) / Ducks Unlimited	Secured	\$20,000
US Fish & Wildlife Service (USFWS) Coastal Program	Secured	\$20,000
Fund for Lake Michigan (FFLM)	Secured	\$85,000
TOTAL:		\$125,000

Secured grant funds will not cover the full cost of Community Engagement

*Additional grants to be pursued for future phases, some has already been secured



Photo Credit: Ryan Crum, Stantec

2



Stantec understands ecosystem recovery is all about re-establishing sustainable ecological function to damaged or degraded environments through innovative design, adaptive management, and monitoring.

We specialize in using nature-based solutions to recover ecosystems, improving their natural processes, and creating resilient habitats.

Our highly experienced team is here to serve as a trusted technical advisor to help you achieve your restoration goals.

QUESTIONS?



Photo Credit: Natalie Dorrier-Hyde, Stantec

Sarah Majerus

Project Manager

Environmental Scientist

Sarah.Majerus@stantec.com

920-627-3183

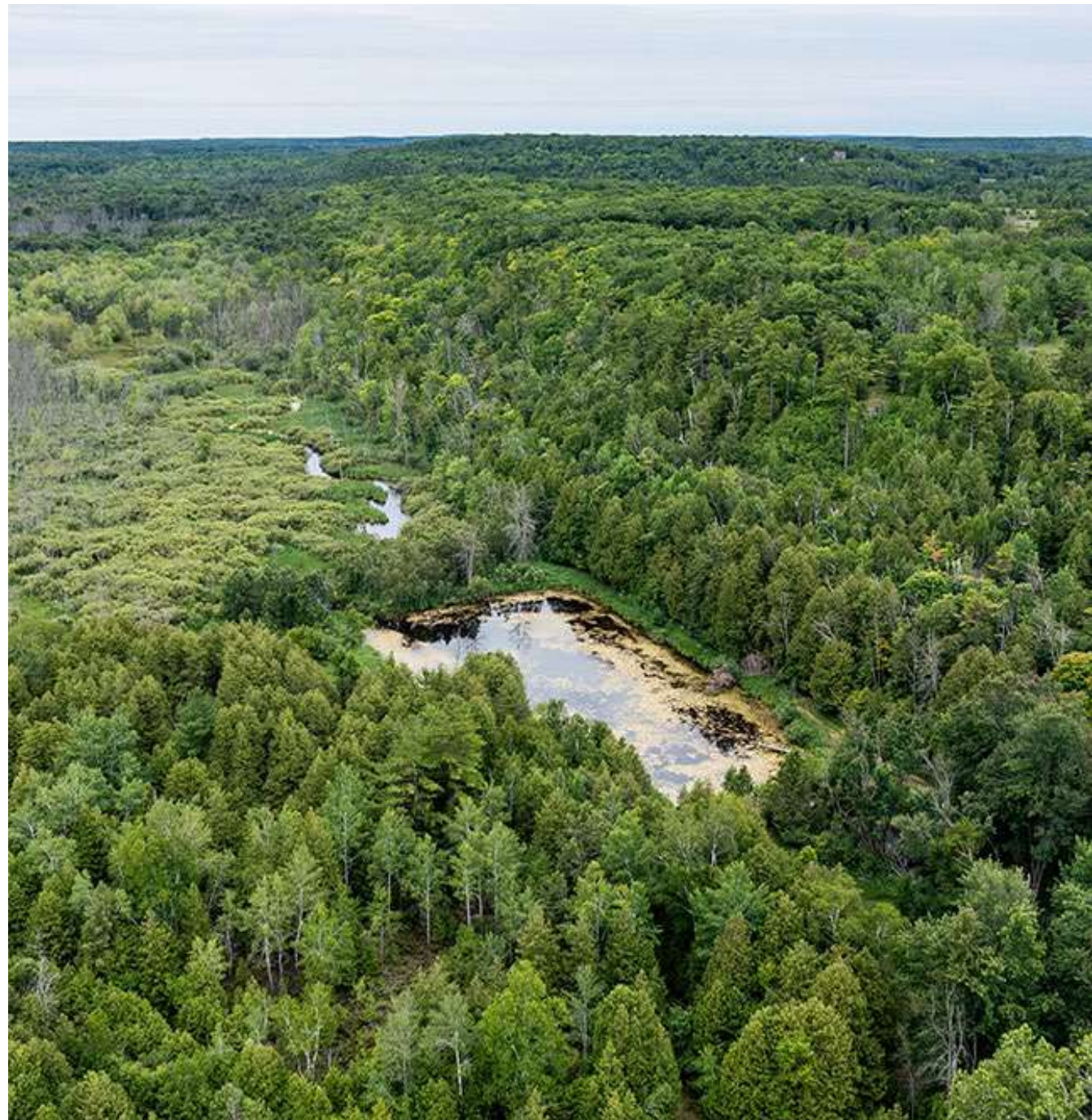
Natalie Dorrlor-Hyde

Environmental Grant Specialist

Natalie.Dorrlor@stantec.com

262-952-9446

Thank you



To: Town Board

From Staff

Request:

Award road Maintenance to Fahrner Inc. for crack filling and inferred patching for the 2025 season per estimate submitted.

Background:

It is essential for yearly maintenance of roadways with crack filling, chip sealing, and infrared patching to maximize the life of town roads. The Crack filling and patching seal up the roads and shed water to the side prohibiting water seeping into the cracks and heaving during frost events.

Analysis:

The annual Town Board Road review took place on May 13th several roads were identified to need crack filling and approximately 20-25 small pothole areas were identified as candidates for infrared treatments.

Town Staff solicited bids from four local road maintenance companies and received only one, (Fahrner) Fahrner was hired by the Town in 2024 and completed the yearly road Maintenance the prices from 2024 are very similar to those received for 2025 Staff is confident in the quality of work to be performed.

Recommendation:

Staff recommend awarding the 2025 road maintenance to Fahrner Inc. for \$16,163.00 for Crack filling and approximately 20 heats of infrared patching (\$130.00 ea.) at \$2,600 for a total of \$18,763

Fiscal Impact:

The Town budgeted \$75,000 for road maintenance, after culvert replacement and other maintenance The Town Treasurer said there are enough funds remaining to award this bid under road maintenance budget.

PROPOSAL / CONTRACT

Job. No. _____

Date: July 29, 2025

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2868
Fax: 715.341.1054

WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470



Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

EAU CLAIRE, WI 54703 SAGINAW, MI 48601
6615 U.S. Hwy 12 W 2224 Veterans Memorial Pkwy
Ph.: 715.874.6070 Ph.: 989.752.9200
Fax: 715.874.6717 Fax: 989.752.9205

Contact Name: Travis Thyssen	Contract Price	\$16,163.00
PURCHASER: TOWN OF GIBRALTAR	TELEPHONE:	(920) 868-1714
ADDRESS: PO BOX 850	DESCRIPTION OF PROPERTY:	
FISH CREEK, WI 54212	2025 Crack Fill	
	4097 HWY 42	
	FISH CREEK, WI 54212	

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

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

Roads:

Quarterline Rd - Cty EE to Juddville Rd....\$3855.00
High Plateau Rd - Cty EE to Highland Rd....\$2272.00
Little Marsh Rd - Cty A to Cty EE....\$3953.00
Sugar Bush Ln - Sugar Bush Rd to Termini....\$1457.00
Elm St - Hwy 42 to Hwy 42....\$1080.00
Evergreen Rd - Shore Rd to Termini....\$316.00
Bluff Circle - Gibraltar Bluff Rd to Gibraltar Bluff Rd...\$1623.00
Daisy Patch - Hwy 42 to Termini....\$1607.00

Roads to wait to do next year.

Gibrealtar Rd - Maple Grove Rd to Cty A
Peninsula Players Rd - Cty A to Hwy 42
Boat trailer parking lot
Beach Parking lot

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

2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of **\$16,163.00** and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work.
- PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted. By my signature herein, I authorize CONTRACTOR to review personal OR business Credit Reports to evaluate financial readiness to pay amounts set forth in this Proposal/Contract.

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

CONTRACTOR:

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

Eric Lamers

(PRINT OR TYPE NAME)

By: _____

(CONTRACTOR REPRESENTATIVE)

PURCHASER:

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

(PRINT OR TYPE NAME)

By: _____

(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: July 29, 2025

Date of acceptance: _____

TERMS AND CONDITIONS

NOTICE OF LIEN RIGHTS

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

ACCEPTANCE OF WORK

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

EXTRA WORK

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

PURCHASER'S RESPONSIBILITIES

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

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

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

INCLEMENT WEATHER

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

WARRANTY

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

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

DELINQUENCY CHARGE

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

INDIVIDUAL LIABILITY

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

PRODUCT INFORMATION AND MAINTENANCE

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

BINDING EFFECT

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

ENTIRE AGREEMENT

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

To: Town Board

From: Staff

Request:

Discussion action on Micro-Sealing road Maintenance

Background:

Micro sealing is a new technique being used to extend the life of roads by adding a sealing agent with aggregate in a thin layer, sealing the entire road and emulsifying the product down.

Some of the benefits to micro sealing are no loose aggregate as used in chip sealing, no roller or sweeper needed, fast recovery time for vehicle traffic, re crowning the road, full sealing of the asphalt. The cost is approximately \$35,000 per mile—significantly less than the approximate \$180,000 per mile required for full road replacement.

Some of the cons: the road will need to be closed during installation approximately 2 hours and will only potentially extend the road 6-10 years. The Town has not done any micro sealing previously so we would be reliant on testimonials from other communities and visual inspections.

Analysis:

The Town has set the maintenance Budget at \$75,000 the Town completed several culvert installs and road repairs and with the annual crack filling and infrared maintenance will use this budgeted amount. Staff have investigated options to extend the life of some mid-range PACER scale roads; micro sealing may be able to be applied on Highland Drive. (PACER 4). Staff have contacted Fahrner to have an estimate, however this is above the \$25,000 threshold and will need to go out to bid,

Additionally, the Town board will need to discuss and decide if they want to expend capital funds for this improvement of approximately \$ 75,000 for 2 miles of road.

Recommendation:

Staff recommends seeking bids for micro sealing to be reviewed and potentially awarded in September. Staff support using capital funds for this road maintenance.

Fiscal Impact:

The solicitation of bids has no fiscal impact however if an award is granted approximately \$75,000 would be used from Capital funds. This amount would provide treatment for approximately two miles of road, compared to an estimated \$360,000 for full replacement of the same distance.

PROPOSAL / CONTRACT

Job. No. _____

Date: July 14, 2025

PLOVER, WI 54467
2800 Mecca Drive
Ph.: 715.341.2868
Fax: 715.341.1054

WAUNAKEE, WI 53597
316 Raemisch Road
Ph.: 608.849.6466
Fax: 608.849.6470



EAU CLAIRE, WI 54703 SAGINAW, MI 48601
6615 U.S. Hwy 12 W 2224 Veterans Memorial Pkwy
Ph.: 715.874.6070 Ph.: 989.752.9200
Fax: 715.874.6717 Fax: 989.752.9205

Pavement Maintenance Contractors

EEO/AA Employer

CORPORATE OFFICE: 1.800.332.3360

Contact Name: Travis Thyssen	Contract Price	\$76,231.00
PURCHASER: TOWN OF GIBRALTAR	TELEPHONE:	(920) 868-1714
ADDRESS: PO BOX 850	DESCRIPTION OF PROPERTY:	
FISH CREEK, WI 54212	2025 Micro Seal	
	PO BOX 850	
	FISH CREEK, WI 54212	

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

Micro Surface Application:

Price includes all preparatory work and Microsurfacing of with a polymer modified CQS-1HP emulsion and crushed granite. Work will meet or exceed all ISSA requirements and specifications.

Road:

Highland Road - Cty A to Pavement change (21' by 11000')

Price: \$76,231.00

- This proposal may be withdrawn if not accepted and received by CONTRACTOR within _____ days of the date above and/ or at any time before performance of the work hereunder upon CONTRACTOR'S determination that the PURCHASER is not creditworthy.
2. If proposal is accepted please sign, retain one copy and forward a copy to our office.
3. The undersigned ("PURCHASER") agrees to pay CONTRACTOR the total price of \$76,231.00 and/or the unit prices specified above for the labor and materials specified above which payment shall be due upon completion of each stage of work. PURCHASER acknowledges that the specifications, conditions and price quotes specified above are satisfactory and hereby accepted.

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CONTRACTOR:

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

Eric Lamers

(PRINT OR TYPE NAME)

By: Eric Lamers
(CONTRACTOR REPRESENTATIVE)

PURCHASER:

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

(PRINT OR TYPE NAME)

By: _____
(PURCHASER AUTHORIZED REPRESENTATIVE)

Date: July 14, 2025

Date of acceptance: _____

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PRODUCT INFORMATION AND MAINTENANCE

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BINDING EFFECT

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

ENTIRE AGREEMENT

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



Date	6/27/2025
To	Travis Thyssen, Administrator, Town of Gibraltar
From	Justin Keen, PE, Cedar Corporation Mike Kaster, PE, Cedar Corporation
Subject	Fish Creek Waterfront Park – Storm Water Management Preliminary Engineering Design

Cedar Corporation was requested by the Town of Gibraltar to provide Preliminary Engineering Design to calculate storm water flows and identify potential Storm Water Management Best Management Practices that can be implemented to meet Wisconsin DNR (WDNR) and Door County storm water management requirements for the proposed Fish Creek Waterfront Park improvements. The proposed Fish Creek Waterfront Park project will consist of improvements to the existing parking, trails, and open space area. A new pavilion, boardwalk, kayak/canoe launch, and improved boat launch along with new site amenities are also being proposed for the project. The project is located at the existing marina and Clark Park near Maple Street. (See attached Site Plan in Appendix A.)

Cedar Corporation (Cedar) has reviewed the WDNR regulations, and we have determined that the proposed improvements to the project area will need to meet the standards for a “Redevelopment” site since the improvements are replacing older development. This means that the Total Suspended Solids load needs to be reduced by 40% and peak storm water runoff discharge needs to be controlled to meet WDNR regulations. The proposed site actually has less impervious area than the existing site so peak flow runoff rates will decrease, meeting DNR peak flow requirements.

Cedar performed an existing conditions survey of the proposed site and adjacent areas to establish a basemap of the project area. The proposed improvements, based on the L100 drawing provided by the Town, were incorporated into the basemap and a Site Plan in Appendix A was developed. Storm water calculations were performed based on the areas and design parameters and modeling was completed to determine the storm water runoff volumes and potential storm water treatment options available. The modeling program WinSLAMM was used to compute the amount of storm water treatment anticipated for each practice.

Cedar identified several potential Storm Water Best Management Practices (BMPs) that were investigated to determine if these practices can meet the applicable storm water management regulations. The storm water Management BMPs investigated are listed below and further analysis will follow each option.

- Connect to existing storm sewer at Maple Street and Spruce Street.
- Vortechs unit.
- Rain Gardens.

Connect To Existing Storm Sewer At Maple Street And Spruce Street

This option consisted of identifying if any or all of the storm water runoff from the proposed Waterfront Park improvement could be directed to the existing storm sewer at Maple and Spruce Street and then discharged to the bay. The existing elevation information was gathered during the existing conditions survey. It was determined that this option is not feasible due to the site elevations are higher at the Maple/Spruce intersection compared to the low point of the proposed park near boat launch and there is insufficient grade and cover available to construct a new storm sewer and connect it up to the existing at the Maple/Spruce Street intersection.

Vortechs Unit

A Vortechs Unit is a storm water management treatment device that uses swirl chambers and a system of baffle walls to settle sediment particles out of the storm water runoff. This system consists of a concrete structure that is buried underground. This type of BMP was implemented near Fish Creek Beach during the STH 42 Improvements project. The storm water from the site is conveyed to it via storm sewer. The storm water goes through the system and sediment is settled out. The proposed preliminary design for the Waterfront Park site would consist of several catch basins placed strategically throughout the site to collect the storm water runoff. These catch basins would be constructed with an 18" sump in the bottom of the catch basin to collect any large sediment particles during a rain event. The runoff would then be conveyed to the Vortechs Unit, which will treat the storm water by settling out more sediment particles. The WinSLAMM modeling determined that a 25% reduction in TSS (Total Suspended Solids) could be achieved with this practice. This practice would not meet the DNR regulations of 40% reductions in TSS. A "Maximum Extent Practicable" approach would need to be used in order to get the proposed site thru the DNR permitting process. A list of pros and cons follows for this option.

Pros:

1. The Town has a Vortechs Unit in use in another area of Town.
2. All treatment is performed underground and is out of sight to park visitors and tourists.
3. The structure is concrete and will have a long service life.

Cons:

1. The Vortechs Unit does not meet the minimum 40% TSS removals required by the DNR.
2. Concrete structure and components are expensive.
3. The concrete structure will have a minimum depth of 4'-5'. This may require the discharge pipe going to the bay is under the current or future water levels. This creates problems with water in the pipes/structures and freezing during the winter months.

See the attached "Vortechs With Catch Basin Sumps Option" plan sheet and preliminary cost estimate in Appendix B.

Rain Gardens

A rain garden is a storm water treatment practice that uses soil infiltration and plants/trees to treat the storm water runoff. Sediment particles will be filtered out through the soil and used by the plants/trees as nutrients. This type of storm water management practice works by diverting the storm water to rain garden depressions. The depressions are typically around 12" deep. The storm water will filter through the existing soil during a small rain event, but during larger rain events a catch basin is installed in the rain garden, typically 12" higher than the bottom of the depression. The storm water will pond in the rain garden, and will overflow into the catch basin once it reaches a certain level. There is also typically drain tile in the rain garden to drain excess water over time. The bottom of the rain garden depression typically consists of grass, decorative stone and/or vegetative plantings.

Cedar proposes to use the islands in the parking lots as rain gardens and create a rain garden depression near the proposed pavilion area to treat runoff from the proposed impervious areas on the Waterfront Park site. Pervious grass areas do not require treatment from the rain gardens. The storm water from the parking lots, sidewalk, trail, and pavilion areas would drain overland to the rain gardens. Each rain garden has a specific area that will drain to it, which is illustrated in the attached "Rain Garden Option" plan sheet in Appendix C. The catch basin in each rain garden would be connected via storm sewer and would convey to one final discharge pipe through the seawall and into the Bay. The WinSLAMM modeling was performed, and it was determined that a 46% reduction in TSS (Total Suspended Solids) could be achieved with this practice which would meet the DNR regulations. A list of pros and cons follows for this option.

Pros:

1. Achieves the DNR storm water management regulations.
2. The rain gardens are more aesthetically pleasing. Will look great in a park setting and will be similar to landscaping typically done in parking islands (trees, shrubs, stone mulch).
3. All treatment is performed by infiltration. No equipment or moving parts to maintain.
4. Lower cost than a Vortechs Unit option.

Cons:

1. Rain gardens require maintenance to keep functioning. The maintenance varies greatly depending on what is planted in the rain gardens.
2. Salt tolerant plants should be used in parking lot areas.

See the attached "Rain Garden Option" plan sheet and preliminary cost estimate in Appendix C.

Cedar believes that either option could be permitted by the DNR. The Vortechs option will require a "Maximum Extent Practicable" approach to be accepted by the DNR. The Rain Garden option will meet the DNR regulations. The pros/cons and preliminary cost estimates have been provided so that the Town can make an informed decision on how the Waterfront Park will meet the storm water management regulations and function as an asset to the community.

APPENDIX A

I:\Clients-GrBoy\G\G5073 Gibraltar Town of\017 Storm Water Study - Waterfront Park\04 CADD\DWG\Gibraltar Waterfront Overall Site Plan.dwg 06/27/25 3:18:07 PM



SCALE:
0 15 30 60



JOB NO.	05073-0017
DRAWN BY	BJG
CHECKED BY	JJK
DATE	6/27/2025
REVISIONS	
REFERENCE FILE	
DRAWING FILE	

Cedar
CORPORATION

www.cedarcorp.com

1695 Bellevue Street
Madison, WI 53718
608-254-0017
FAX 608-254-2688

2020 Walton Commons West
Madison, WI 53718
608-254-0017
FAX 608-254-2688

Community Infrastructure Architecture Environmental Services

604 Wilson Ave.
Madison, WI 53718
608-254-0017
FAX 608-254-2688

TOWN OF GIBRALTAR
FISH CREEK WATERFRONT PARK
DOOR COUNTY, WISCONSIN
SITE PLAN

SHEET NO.
1 OF 1



NORTH



FISH CREEK WATERFRONT PARK

TOWN OF GIBRALTAR

FISH CREEK, WI 54212

Designed By: TJW

Checked By: CJS

[illegible]

Project	52 0852 00
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Number: 52-0652.00

NOT FOR
CONSTRUCTION

12.15.2023

SITE LAYOUT AND MATERIALS PLAN

_100

AA-Standard.snb
2023, 12, 18
I:\52\52-0600\0852.00 Town of Gibraltar\3. Production\Civil\3D\PlanSheets\L 100 Site Plan.dwg, Layout: L 100 SITE LAYOUT AND MATERIALS PLAN

APPENDIX B


I:\Clients-GrBay\G\G5073 Gibraltar Town of\017 Storm Water Study - Waterfront Park\04 CADD\DWG\Gibraltar Waterfront SW Site Plan-VORTECHS.dwg 06/27/25 3:59:43 PM



SCALE:
0 15 30 60



JOB NO.	05073-0017
DRAWN BY	BJG
CHECKED BY	JKK
DATE	6/27/2025
REVISIONS	
REFERENCE FILE	
DRAWING FILE	



www.cedarcorp.com

Community Infrastructure Architecture Environmental Services

1695 Bellevue Street
Madison, WI 53718
608-254-0017
FAX 608-254-2688

2020 Walton Commons West
Madison, WI 53718
608-254-0017
FAX 608-254-2688

604 Wilson Ave.
Madison, WI 53718
608-254-0017
FAX 608-254-2688

TOWN OF GIBRALTAR
FISH CREEK WATERFRONT PARK
DOOR COUNTY, WISCONSIN
VORTECHS WITH CATCH BASIN SUMPS OPTION

SHEET NO.
1 OF 1



OPINION OF PROBABLE PROJECT COST

Community Infrastructure • Architecture • Environmental Services

Client	Town of Gibraltar
Project	Fish Creek Waterfront Park Storm Water Management
Prepared By	JKK

Project No.	5073-017
Date	6/27/2025
Revised Date	

Vortechs Unit and using Catch Basins with Sumps for Storm Water Management and Treatment

Item	Unit	Qty	Unit Price	Cost
Storm Sewer	L.F.	450	\$60.00	\$27,000.00
Catch Basins with Sumps	EA.	5	\$3,000.00	\$15,000.00
Storm Sewer Manhole	EA.	2	\$5,000.00	\$10,000.00
Storm Sewer Discharge at Seawall	LS	1	\$5,000.00	\$5,000.00
Vortechs Unit	LS	1	\$30,000.00	\$30,000.00

Total Preliminary Estimated Construction Costs	\$87,000.00
Total Contingency	\$8,700.00
Total Engineering and Administration	\$17,400.00

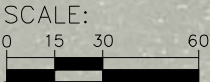
TOTAL PRELIMINARY ESTIMATED PROJECT COST	\$113,100.00
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Notes:


1. Additional storm water could potentially be added for treatment by the Vortechs Unit by a connection to the existing storm sewer in Spruce Street. The estimated additional cost would be approximately \$10,000.

APPENDIX C

I:\Clients-OrBoy\G\G5073 Gibraltar Town of\017 Storm Water Study - Waterfront Park\04 CADD\DWG\Gibraltar Waterfront SW Site Plan-Rain Gardens.dwg 06/27/25 3:57:44 PM



JOB NO.	05073-0017
DRAWN BY	BJG
CHECKED BY	JKK
DATE	6/27/2025
REVISIONS	
REFERENCE FILE	
DRAWING FILE	



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Madison, WI 53718
608-254-0017
FAX 608-254-2688

TOWN OF GIBRALTAR
FISH CREEK WATERFRONT PARK
DOOR COUNTY, WISCONSIN
RAIN GARDEN OPTION



OPINION OF PROBABLE PROJECT COST

Community Infrastructure • Architecture • Environmental Services

Client	Town of Gibraltar
Project	Fish Creek Waterfront Park Storm Water Management
Prepared By	JKK

Project No.	5073-017
Date	6/27/2025
Revised Date	

Rain Gardens for Storm Water Management and Treatment

Item	Unit	Qty	Unit Price	Cost
Storm Sewer	L.F.	435	\$60.00	\$26,100.00
Catch Basins	EA.	6	\$1,500.00	\$9,000.00
Drain Tile, 6"	L.F.	120	\$15.00	\$1,800.00
Storm Sewer Discharge at Seawall	LS	1	\$5,000.00	\$5,000.00
Excavation for Rain Gardens	EA.	6	\$1,000.00	\$6,000.00
Rain Garden Landscape Restoration	SY	300	\$25.00	\$7,500.00

Total Preliminary Estimated Construction Costs \$55,400.00

Total Contingency \$5,500.00

Total Engineering and Administration \$11,100.00

TOTAL PRELIMINARY ESTIMATED PROJECT COST \$72,000.00

To: Town Board

From: Staff

Request:

Consideration to have staff initiate an RFP (Request for Proposal) for the design of the downtown waterfront area.

Background:

The Town completed a community engagement and has had multiple workshops over the past three years to establish the direction for improvements to these properties.

The Town voted to accept the Ayers “concept plan” with the approval of the Parks and Lands Committee, and the Planning Commission.

Analysis:

In 2025 the Board approved moving forward with writing for grants to assist in the waterfront improvements. Additional expenses and costs have arisen for Door County, Costal, and DNR permitting. The DNR has been involved in several meetings and has suggested a more formal or close to a shovel ready plan would garner better points and put the Town in a better position for grants.

Cedar Co. has completed the water shed study and will present their findings; these will be incorporated into the final plan with directions from the board.

Sending out for proposals would give the Town Board an idea what the estimated cost to complete the project(s) as well as costs to have the project engineered.

Recommendation:

Staff recommend seeking a RFP to determine estimates of future expenditures as well as determining the next step in preparing for waterfront property upgrades.

Fiscal Impact:

No fiscal impact on this request.

TOWN OF GIBRALTAR

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

SPECIAL EVENT REQUEST

Organization Name:

Cut on Main on behalf of Fast Lane Drive

Address:

4135 Main St

Phone:

920-333-8813

Requestor/Agent Name:

Hannah Marks

Phone:

920-717-8916

TYPE OF REQUEST

Temp License (Beer) (Wine)

Direct Sales:

Use of Town Property:

Temp. Structure Permit:

12 parking spots on Hwy 42

EVENT INFORMATION

Event Name:

Fast Lane Drive car club gathering

Date(s) of Event:

Thurs Aug 21st

Time(s) of Event:

7:00 pm - 9:00 pm

Site Location:

4135 Main St

Alternative Site:

Fundraiser? Yes

No X

Funds Recipient:

Address:

Phone:

EVENT DESCRIPTION

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

Fast Lane Drive exotic car club is a social club that raises money for various philanthropic causes and gathers around the country. They are exploring Door County and having a private dinner at CUT before attending the drive-in theatre.

TOWN RESOURCES

Please indicate if you need municipal services*

Circle all needed:

☐

Fire Department

☐

Law Enforcement

☐

Public Works

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

GIBRALTAR TOWN BOARD ACTION

Request heard at meeting on:

ACCEPTED:

Permit Number Issues by Clerk

NOT ACCEPTED:

Fee required

REASON:

LEASE AGREEMENT

This Lease Agreement (“Lease”) is entered into as of [●], 2025 (the “Effective Date”), by and between: the TOWN OF GIBRALTAR, a municipal subdivision of the State of Wisconsin (“Landlord”); and GIBRALTAR HISTORICAL ASSOCIATION, an unincorporated association (“Tenant”).

RECITALS

A. Landlord is the owner of certain real property located at 4148 Main Street, Fish Creek, Wisconsin 54212.

B. Landlord is willing to lease to Tenant and Tenant desires to lease from Landlord the Premises (defined in Section 1(a), below) upon the terms and conditions set forth below.

NOW, THEREFORE, in consideration of the mutual covenants set forth herein, the parties do hereby agree as follows:

1. **BASIC TERMS.** The following terms shall have the meanings set forth in this Section unless specifically modified by other provisions of this Lease:

- a. **Project:** The land, Building (house) and improvements located at 4148 Main Street, Fish Creek Wisconsin 54212.
- b. **Premises:** The land, Building (house) and improvements, and all appurtenances thereto, leased hereunder to Tenant and located on the Project, and depicted on **Exhibit A** attached hereto.
- c. **Building:** The house currently located upon the Premises.
- d. **Term:** Forty (40) years commencing on the Commencement Date.
- e. **Commencement Date:** See Section 3, below.
- f. **Rent:** See Section 4, below.
- g. **Permitted Use:** Tenant may use the Premises for the operation of a historical preservation center, multi-purpose community and cultural center, museum and related uses.

2. DEMISE AND TERM. Landlord hereby leases the Premises to Tenant, and Tenant hereby leases the Premises from Landlord, subject to the provisions of this Lease. The Term of this Lease shall commence on the Commencement Date set forth in Section 3 and shall end on the expiration or termination of this Lease in accordance with its terms. Landlord and Tenant may agree to extend or renew the Term in writing prior to the end of the then-current term.

3. COMMENCEMENT DATE. Tenant shall have one (1) year after the Effective Date (the “Fundraising Period”) to raise funds necessary, in Tenant’s discretion, for Tenant’s operations on the Premises, and for the completion of the alterations and improvements on the Building described in Section 8(c), below. At any time during the Fundraising Period, Tenant may deliver written notice to Landlord that it has raised the necessary funds (the “Funds Notice”). Landlord shall, within ten (10) days of receipt of the Funds Notice, deliver written notices to all tenants (other than Tenant) then occupying or otherwise having an interest in the Premises or portion thereof (the “Prior Tenants”) necessary to terminate all such leases and interests affecting the Premises or portion thereof. Landlord shall cause all such leases and interests to terminate and all Prior Tenants to vacate the Premises promptly. The Commencement Date shall begin on the first day of the calendar month after all Prior Tenants have vacated the Premises. For the avoidance of doubt, the Commencement Date shall not occur unless Tenant raises the necessary funds. The Fundraising Period may be extended by mutual written agreement. If Tenant fails to raise the necessary funds during the Fundraising Period, or if Tenant delivers written notice to Landlord during the Fundraising Period electing to terminate this Lease, then this Lease shall terminate. For purposes of clarity, Tenant shall not be responsible for paying any Rent to Landlord, for maintaining the insurance required under this Lease, for any maintenance or repairs required of Tenant hereunder, or for any other costs, obligations or liabilities hereunder, prior to the Commencement Date. The Building shall be delivered to Tenant in “broom clean” condition.

4. RENT. During the Term, Tenant agrees to pay to Landlord at such place as is designated by Landlord, as “Rent” for the Premises, One Dollar (\$1.00), payable in advance on the first day of each Lease Year. The phrase “Lease Year” shall mean the twelve (12) month period commencing on the Commencement Date; thereafter, each Lease year shall consist of each successive period of twelve (12) calendar months.

5. TAXES.

(a) Real Estate Taxes. To the extent there are any real estate taxes, charges and assessments, general and special, assessed or imposed upon the Premises or any portion thereof during the Term, whether such tax, rate, charge or assessment shall be for village, town, county, state, federal or any other purpose whatsoever (collectively, “Taxes”), Landlord shall be responsible for timely payment of such Taxes.

(b) Personal Property Taxes. Tenant agrees to timely pay when due all personal property taxes on Tenant’s furniture, equipment and other items of personal property owned by Tenant and located in or about the Premises.

6. USE. The Premises may be used solely for the purpose set forth in Section 1(g) above. Tenant shall not use or allow the Premises to be used for any unlawful purpose.

7. COMMON AREAS. Tenant and Tenant's employees, agents, customers, guests and invitees shall have the non-exclusive right to use all common areas of the Project not regularly and customarily leased for exclusive use of tenants, including without limitation the driveway, parking areas, sidewalks and landscaped areas (the "Common Areas"). Landlord shall ensure that Tenant has access to the Premises and the right to use the driveway at all times during the Term.

8. MAINTENANCE AND REPAIRS; ALTERATIONS.

(a) General Maintenance and Repairs. During the Term, Tenant shall maintain and repair all interior portions of the Building and exterior portions of the Building in a good and properly operating condition, including without limitation, all structural elements of the Building, the exterior walls, roof and foundation of the Building and the heating, ventilating, air conditioning, electrical, plumbing and mechanical systems. Landlord shall maintain and repair all other areas of the Premises and the Common Areas, at Landlord's cost. Landlord shall be responsible for all landscaping (e.g. mulching, etc.), mowing, turf maintenance, and snow and ice removal for the Project.

(b) Alterations. Tenant shall have the right to make such alterations, changes and improvements ("Alterations") to the interior and exterior of the Building and to the Premises as Tenant may deem appropriate, provided that Tenant shall make no structural changes to the Building that cost more than Twenty-Five Thousand Dollars (\$25,000) without the consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Tenant shall have the right to install in the Premises all fixtures and equipment which Tenant, in its sole discretion, may deem necessary or desirable. Tenant shall have the further right to paint, hang and install pictures and wall coverings, and complete gutter-related work. Tenant shall select all materials, equipment, and other elements of the Alterations which Tenant, in its sole discretion, shall deem necessary or advisable. Upon request from Tenant, Landlord, in its sole discretion, may choose to advance funds for any Alteration and Tenant shall reimburse Landlord for such funds in accordance with a written repayment schedule agreed to by the parties. Tenant shall not suffer or permit any lien of any nature or description to be placed against the Premises (specifically excluding any lien arising in connection with Landlord's work).

(c) Building Compliance. During the Term, Tenant shall use a portion of the funds raised during the Fundraising Period to bring the Building into compliance with applicable building, safety and occupancy codes, including without limitation Alterations related to exterior painting, roofing, soffit and fascia repairs, window repairs, foundation repairs, and work to electrical, plumbing, HVAC, and fire prevention systems, as applicable. All such Alterations and work shall be completed within a reasonable amount of time given the nature of the Alterations, work and materials available. Tenant shall not be liable for any costs or liabilities arising from a breach of Landlord's representation set forth in Section 24(b), below.

(d) Landlord Alterations. Landlord shall not make any alterations or improvements to the Premises (either before the Commencement Date or during the Term) without the prior written consent of Tenant, including without limitation the addition of any bathrooms to the Project. Any alterations or improvements made by Landlord to the Premises during the Term or before the Commencement Date shall be at the sole cost and expense of Landlord.

(e) Contractors. Tenant shall be responsible for securing qualified contractors if necessary to perform Alterations, subject to Landlord approval, which approval shall not be unreasonably withheld, conditioned or delayed. Landlord and Tenant shall work together to secure qualified contractors for agreed upon capital improvements. When required by applicable law, contracted work shall be procured in accordance with the Town of Gibraltar's public bidding laws and procurement policies, and no work subject to these laws will commence without written authorization from Landlord verifying compliance. Landlord shall manage the procurement process on behalf of the Tenant.

(f) Annual Inspections. Landlord or its designated representative shall have the right to conduct an annual inspection of the Building at a date and time mutually agreed upon by the parties. Tenant agrees to complete any reasonable repairs recommended by Landlord following such inspection within a reasonable amount of time given the nature of the repair.

9. UTILITIES. Except as specifically set forth herein, Tenant shall be responsible for obtaining all utility services to the Building, including but not limited to water, sewer, electricity, heating and air conditioning, directly from any and all municipalities or utility service providers thereof and shall pay for such services as and when payments are due. Landlord shall have no liability hereunder for a failure of such utilities, except to the extent caused by Landlord's negligence or willful misconduct, or is within Landlord's reasonable ability or control to retore, and is not repaired or restored within five (5) calendar days. Landlord shall be responsible for obtaining gas from the applicable utility service provider and shall pay for such service as and when payments are due. Tenant shall reimburse Landlord for the gas payments related solely to the Building in accordance with a schedule determined by the parties and maintained of file with the Landlord, a copy of which shall be delivered to Tenant. The propane account shall remain in the name of Landlord to secure municipal pricing, while the accounts for electrical and sewer services shall be established in the name of Tenant.

10. SIGNS. Tenant shall have the right to install exterior signage at the Premises, at Tenant's sole cost and expense. In the event Tenant installs any signage, such signage shall be installed in a good and workmanlike manner and in compliance with all applicable laws, codes, rules, regulations and ordinances.

11. INSURANCE AND INDEMNITY.

(a) Tenant's Insurance.

(i) Liability Insurance. Tenant shall, at Tenant's sole expense, during the entire Term hereof, keep in full force and effect a policy of commercial

general public liability insurance with respect to the Premises, and the operations of Tenant in the Premises, in which the primary coverage per accident or occurrence is not less than \$1,000,000.00 combined single limit, naming Landlord as an additional insured.

(ii) Personal Property Insurance. Tenant shall, at Tenant's sole expense, during the entire Term hereof, keep all personal property in, on or about the Premises insured against loss or damage by fire or other casualty and extended coverage in an amount equal to the full replacement value of the same.

(b) Landlord's Insurance.

(i) Liability Insurance. Landlord shall, at Landlord's sole expense, during the entire Term hereof, keep in full force and effect a policy of commercial general public liability insurance with respect to the Premises, in which the primary coverage per accident or occurrence is not less than \$1,000,000.00 combined single limit, naming Tenant as an additional insured.

(ii) Property Insurance. Landlord shall, at Landlord's sole expense, during the entire Term hereof, keep in full force and effect a policy of all risk property insurance against fire, vandalism, malicious mischief, and such other hazards as are from time to time included in a standard extended coverage endorsement, insuring the Building in an amount equal to the full replacement value of the Building.

(c) Certificates of Insurance. Landlord and Tenant shall each provide the other party with a certificate of liability insurance and additional insured endorsements prior to the Commencement Date and upon written request. All insurance policies required under this Lease shall be issued by a carrier authorized to do business in the State of Wisconsin and shall not be cancelled without at least thirty (30) days' prior written notice to the non-cancelling party.

(d) Waiver of Subrogation. Notwithstanding any terms to the contrary set forth herein, whenever any loss, cost, damage or expense is incurred by any party to this Lease in connection with the Premises, any part or contents thereof and such party is then covered in whole or in part by insurance with respect to such loss, cost, damage or expense, then the party so insured hereby releases the other party from any liability it may have on account of such loss, cost, damage or expense to the extent of any amount recovered by reason of such insurance and waives any right of subrogation which might otherwise exist in or accrue to any person on account thereof, provided that such release of liability and waiver of the right of subrogation shall not be operative in any case where the effect thereof is to invalidate such insurance coverage (or increase the cost thereof, unless the other party reimburses the insured for any cost increase). If Tenant or Landlord fails to maintain in force any insurance required by this Lease to be carried by it, then for purposes of this waiver of subrogation it shall be deemed to have been fully insured and to have recovered the entire amount of its loss that would have been insured thereby.

(e) Indemnity.

(i) Tenant's Indemnity. Tenant agrees to indemnify and save Landlord harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), to the extent arising out of: (i) any breach or default on the part of Tenant in the performance of any covenant or agreement on the part of the Tenant to be performed pursuant to the terms of this Lease; or (ii) any negligence or willful misconduct of Tenant, its agents, contractors, servants, employees or licensees in or about the Premises.

(ii) Landlord's Indemnity. Landlord agrees to indemnify and save Tenant harmless against and from any and all claims, damages, losses, liabilities and expenses (including reasonable attorneys' fees), to the extent arising out of: (i) any breach or default on the part of Landlord in the performance of any covenant or agreement on the part of the Landlord to be performed pursuant to the terms of this Lease or any breach of any Landlord representations as set forth herein; or (ii) any negligence or willful misconduct of Landlord, its agents, contractors, servants, employees or licensees in or about the Project.

12. CASUALTY.

(a) Repair. If the Premises, or any portion thereof, are destroyed or damaged by fire, explosion, or any other casualty, Landlord, as soon as practicable, shall repair, restore, and rebuild the Premises to a condition equivalent to that existing prior to such casualty using contracts and plans approved by Tenant in writing, and shall do so each time and as often as any portion of the Premises shall be destroyed or damaged; provided the insurance proceeds are sufficient to complete such repair, restoration and rebuilding. In the event of damage to or destruction of the whole or any part of the Building comprising the Premises by fire or any other casualty during the Term of this Lease, such that it would be commercially unreasonable or unfeasible for Tenant, in Tenant's sole discretion, to conduct its business upon the Premises, a just proportion of Tenant's Rent due under this Lease reflecting the adverse effect on Tenant shall be suspended and abated until the damaged portion of the Premises is rebuilt and refixed. If such repair, restoration, or rebuilding is prohibited by applicable law, then such casualty shall be deemed to be a taking under Section 13, the insurance proceeds relating thereto shall be treated as the award, and this Lease may be subject to termination as provided in Section 13.

(b) Right to Terminate. Notwithstanding anything contained in this Lease to the contrary, if (i) twenty percent (20%) or more of the Building is damaged or destroyed by fire or other casualty; (ii) it will reasonably take more than one hundred twenty (120) days from the date of casualty to restore the Building to its condition immediately prior to such casualty; or (iii) the insurance proceeds are insufficient to complete the necessary repair, restoration and rebuilding, then Tenant shall have the right to terminate this Lease by giving Landlord written notice of such termination within thirty (30) days after the date of such damage or destruction, specifying a termination date of at least thirty (30)

days and not more than ninety (90) days after the date of the Tenant's notice of termination.

13. CONDEMNATION.

(a) Repair. If all or substantially all (a "total taking") of the Premises shall be sold to or taken by any public authority under its power of condemnation or the threat thereof, this Lease shall terminate as of the date possession shall be transferred to the acquiring authority, and the rental payable hereunder shall be apportioned accordingly. Upon any taking of less than substantially all of the Premises, this Lease shall continue in force as to the part of the Premises not taken. In the event of any such partial taking, to the extent economically feasible, Landlord shall diligently rebuild or restore the remainder of the Premises to as close to the condition in which they existed at the time of such taking as is reasonably practical using contractors and plans approved in writing by Tenant, provided all award proceeds relating to such taking shall be made available to Landlord for such rebuilding or restoration. In any event, all damages awarded by or amounts paid by the acquiring authority for any such taking, whether for the whole or a part of the Premises, shall belong to and be the property of Landlord whether such damages shall be awarded as compensation for loss of, or diminution in value to, the leasehold or the fee thereof; provided, however, that Landlord shall not be entitled to any separate award which may be made to Tenant for the cost of realigning, relocating or removing its personal property, or for relocation expenses or loss of business, and which does not reduce the amount payable to Landlord.

(b) Right to Terminate. Upon a taking of more than twenty percent (20%) of the floor area of the Building or in the event Tenant's access to the Premises is impaired such that it materially affects Tenant's operations at the Premises, Tenant shall have the right to terminate this Lease effective as of the date of such taking by serving notice to that effect upon Landlord no later than forty-five (45) days after the vesting of title to the condemned property.

14. ASSIGNMENT AND SUBLETTING. Except in the case of a Permitted Transfer (defined below), Tenant shall not assign this Lease or sublet or in any manner transfer this Lease or any estate or interest therein or permit the use or occupancy of the Premises or any part thereof by other parties without the prior written consent of Landlord, which consent shall not be unreasonably withheld, conditioned or delayed. Notwithstanding the foregoing, Landlord's consent shall not be required in the event of a transfer to (i) any entity controlling, controlled by, or under common control of Tenant, (ii) any successor to Tenant by merger, consolidation or reorganization, or (iii) any purchaser of all or substantially all of the assets of Tenant (a "Permitted Transfer").

14. DEFAULT.

(a) Default/Remedies. If (i) default be made in the payment of the Rent or in the payment of any other amounts due hereunder and such default shall continue for ten (10) days after such written notice of default from Landlord, or (ii) default be made in the

performance of any of the other covenants or conditions herein contained on the part of Tenant and such default shall continue for thirty (30) days after written notice thereof shall have been given to Tenant (except that such 30-day period shall be automatically extended for an additional period of time reasonably necessary to cure such default, if such default cannot be cured within such first 30-day period and provided Tenant commences the process of curing such default within said first thirty (30) day period and continuously and diligently pursues such cure to completion) then in any such case, Landlord may, without further notice to Tenant, further notice being hereby waived, terminate Tenant's tenancy and recover possession of and reenter the Premises without accepting a surrender of the Premises or affecting Tenant's liability for past Rent due or future Rent to accrue hereunder. In the event of any such default, Landlord shall be entitled to recover from Tenant, in addition to Rent, all other damages sustained by Landlord on account of the breach of this Lease, including, but not limited to, the reasonable costs and expenses incurred by Landlord in enforcing the terms and provisions hereof and in reentering and recovering possession of the Premises. As an alternative, at the election of Landlord, Landlord shall have the right to accept a surrender of the Premises (without the need for any affirmative act or acquiescence by Tenant), without any further rights or obligations on the part of Landlord or Tenant (other than Tenant's obligation for Rent and other charges due and owing through the date of acceptance of surrender), so that Landlord may relet the Premises without any right on the part of Tenant to any credit or payment resulting from any reletting of the Premises.

(b) Waivers. A waiver by Landlord or Tenant of a breach or default by the other under the terms and conditions of this Lease shall not be construed to be a waiver of any subsequent breach or default nor of any other term or condition of this Lease, and the failure of Landlord or Tenant to assert any breach or to declare a default by the other shall not be construed to constitute a waiver thereof so long as such breach or default continues unremedied.

(c) No Accord or Satisfaction. No receipt of money by Landlord or Tenant from the other after the expiration or termination of this Lease or after the service of any notice or after the commencement of any suit, or after final judgment for possession of the Premises shall reinstate, continue or extend the Term or affect any such notice, demand or suit.

(d) Landlord Default. If Landlord fails to perform or observe any of the obligations on Landlord's part to be performed or observed pursuant to this Lease, and such failure continues for thirty (30) days after Landlord's receipt of written notice thereof from Tenant informing Landlord of such failure, then Landlord shall be deemed to be in default under this Lease; provided, however, that if the failure set forth in Tenant's notice is such that it requires more than thirty (30) days to correct, Landlord shall not be deemed to be in default hereunder if Landlord: (i) promptly and diligently commences curing the failure within thirty (30) days after Landlord's receipt of written notice from Tenant informing Landlord of such failure; and (ii) diligently prosecutes the cure to completion following the expiration of the original thirty (30) day period set forth herein. Upon such default by Landlord, Tenant may, in addition to any remedies available

to it at law or in equity, perform the same for and on behalf of Landlord, the cost of which performance, upon the proper payment thereof, together with all interest and penalties necessarily paid in connection therewith and any and all other damages incurred by Tenant as a result of any such default, shall be paid to Tenant by Landlord upon demand. Tenant shall be entitled to recover from Landlord all damages sustained by Tenant on account of the breach of this Lease, including, but not limited to, the reasonable costs and expenses incurred by Tenant in enforcing the terms and provisions hereof.

15. COSTS AND ATTORNEYS' FEES. Upon any dispute between Landlord and Tenant under this Lease or any action to enforce or interpret the provisions of this Lease, the prevailing party shall be entitled to recover from the non-prevailing party reasonable attorneys' fees, costs and expenses incurred in contesting such dispute or pursuing such action.

16. INTEREST. Any amount due from Landlord or Tenant to the other hereunder which is not paid when due shall bear interest at an annual rate equal to ten percent (10%) per annum (but in no event shall such rate of interest exceed the maximum rate of interest permitted to be charged by law) from the date due until paid, compounded monthly, but the payment of such interest shall not excuse or cure any default by Landlord or Tenant under this Lease.

17. NOTICES. All notices and demands by any party to any other shall be given in writing and either personally served or sent by email, a nationally recognized overnight courier or by United States certified mail, postage prepaid, return receipt requested, and addressed to the other party at the addresses set forth below. Any party may, upon prior notice to the other party, specify a different address for the giving of notice. Notices shall be effective on the date of actual delivery (or rejection of delivery) at the applicable party's notice address.

If to Landlord:

Town of Gibraltar
PO Box 850
Fish Creek, Wisconsin 54212
Attn: Steve Sohns
Email: ssohns@gibraltarwi.gov

If to Tenant:

Gibraltar Historical Association
PO Box 323
Fish Creek, Wisconsin 54212
Attn: Barbara McKesson; Laurie Buske
Email: noblehousefc@gmail.com

With a required copy to:

Godfrey & Kahn, S.C.
200 South Washington Street, Ste. 100
Green Bay, WI 54301-4298
Attn: David W. Platt
Email: dplatt@gklaw.com

20. SURRENDER. Upon the termination of this Lease, by expiration or otherwise, Tenant shall surrender the Premises to Landlord in "broom clean" condition. All Alterations and decorations made to the Premises by Tenant (excluding moveable furnishings, trade fixtures, equipment and other personal property of Tenant) shall remain and become the property of the Landlord. All moveable furnishings, trade fixtures and other equipment and personal property owned by Tenant shall be removed from the Premises by Tenant, at Tenant's sole expense. Tenant shall not be required to restore any Alterations to their original state unless expressly required in writing by Landlord at the time such Alteration is approved by Landlord (to the extent Landlord's approval for such Alteration is required hereunder).

21. QUIET ENJOYMENT. So long as Tenant shall perform and observe all of its obligations under this Lease, Tenant shall peaceably hold and enjoy the Premises during the term of this Lease, without interruption or disturbance from Landlord or any party claiming by, through or under Landlord. This covenant shall be construed as running with the land to and against subsequent owners and successors in interest.

22. HOLDING OVER. In the event Tenant remains in possession of the Premises after the expiration of this Lease without Landlord's consent, it shall be deemed to be occupying the Premises as a tenant from month-to-month, upon all of the conditions, provisions and obligations of this Lease insofar as the same are applicable to a month-to-month tenancy.

23. RIGHT OF ENTRY. Landlord shall at all times upon forty-eight (48) hours' advance written notice have the right to enter the Premises to inspect the same, to show the Premises to prospective purchasers, mortgagees or during the last twelve (12) months of the Term to tenants, and to perform Landlord's obligations hereunder without abatement of Rent, provided entrance to the Premises shall not be denied to Tenant and, further provided, that the operations of Tenant shall not be interfered with unreasonably.

24. ENVIRONMENTAL COVENANTS.

(a) Definitions. All applicable federal, state and local laws, rules, regulations and orders presently in force or hereafter enacted that relate to the protection of the environment, environmental quality, contamination, and clean up are herein collectively referred to as the "Environmental Regulations". As used in this Lease, "Hazardous Material(s)" shall mean any hazardous, toxic or radioactive substance, material, matter or waste which is or becomes regulated by any Environmental Regulation, and shall include asbestos, petroleum products and the terms "Hazardous Substance" and "Hazardous Waste" as defined in the Comprehensive Environmental Response, Compensation and Liability Act ("CERCLA") as amended, 42 U.S.C. §9601 et seq., the Resource Conservation and Recovery Act ("RCRA"), as amended, 42 U.S.C. §6901 et seq., and all environmental protection statutes of the state and municipality in which the Premises are located.

(b) Compliance With Environmental Regulations; Hazardous Materials. Landlord warrants, represents and covenants that the Premises will comply with all Environmental Regulations as of the Commencement Date. Landlord represents and

covenants to Tenant that the Premises will not contain Hazardous Material(s) or underground storage tanks as of the Commencement Date. Tenant shall comply with all Environmental Regulations, shall ensure that all operations in the Premises by Tenant, its agents, contractors and employees comply with all Environmental Regulations and shall obtain all permits required by law for the operations in the Premises. Tenant shall not use the Premises or permit the Premises to be used for the production, sale or storage of any Hazardous Materials, use or permit the use of any Hazardous Materials in the Premises, or permit any Hazardous Materials to be released or disposed of from the Premises, except as may be required in Tenant's operations in compliance with all Environmental Regulations.

25. BINDING EFFECT. The covenants, agreements and obligations herein contained, except as herein otherwise specifically provided, shall extend to, bind and inure to the benefit of the parties hereto and their respective successors and permitted assigns. No third party, other than such successors and assigns, shall be entitled to enforce any or all of the terms of this Lease or shall have rights hereunder whatsoever. Landlord and Tenant each represent to the other that the parties executing this Lease on behalf of such party have been authorized to do so.

26. INTERPRETATION. The laws of the State of Wisconsin shall govern the validity, performance and enforcement of this Lease. The invalidity or unenforceability of any provision of this Lease shall not affect or impair any other provision. Whenever the singular number is used, the same shall include the plural, and the masculine gender shall include the feminine and neuter genders. The captions appearing in this Lease are inserted only as a matter of convenience and in no way define, limit, construe or describe the scope or intent of such sections or paragraphs of this Lease nor in any way affect this Lease.

27. AUTHORITY. Each of Landlord and Tenant hereby represent and warrants to the other that the execution of this Lease was approved by all necessary action and is binding upon it.

28. ENTIRE AGREEMENT. This Lease and the exhibits attached hereto and forming a part hereof, if any, set forth all the covenants, promises, agreements, conditions and understandings between Landlord and Tenant concerning the Premises and there are no covenants, promises, agreements, conditions or understandings, either oral or written, between them other than as are herein set forth. No alteration, amendment, change or addition to this Lease shall be binding upon Landlord or Tenant unless reduced to writing and signed by each party.

29. COUNTERPARTS; ELECTRONIC SIGNATURES. This Lease may be executed in any number of counterparts, each of which shall be deemed an original and all of which together shall constitute one document. Signatures delivered by electronic methods shall have the same force and effect as originals.

[Signature Page Follows]

IN WITNESS WHEREOF, the parties have executed this Lease as of the day, month and year first above written.

“LANDLORD”:

TOWN OF GIBRALTAR

By: _____
Name: Steve Sohns
Title: Chair

“TENANT”:

GIBRALTAR HISTORICAL ASSOCIATION

By: _____
Name: Barbara McKesson
Title: President

By: _____
Name: Laurie Buske
Title: Director

EXHIBITS:

Exhibit A: Depiction of Premises

EXHIBIT A

Depiction of Premises

[See attached document.¹]

DRAFT

¹ **Note to Draft:** Please provide a diagram showing the boundaries of the house and any other areas that are being leased exclusively to Tenant (and will not be used in common with others).

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. A draft lease and addendum were reviewed at the July 9, 2025 meeting with the Town Board and members of GHA providing input. Following the July 9 meeting, staff amended the lease and addendum to incorporate requested changes. The updated documents are included in the packet. Administration is meeting with GHA representatives on Monday to review draft and changes.

Analysis:

The amended lease and addendum reflect the direction provided by the Town Board and feedback from GHA. Key revisions include:

- 40-year lease term
- Adjustment of rent from \$1 per month to \$1 per year
- Assignment of propane, electric, and sewer utility payments, with propane to remain in the Town's name and repaid by the lessee according to a fee schedule
- Inclusion of requirements for contractor selection and procurement procedures, requiring Town review and adherence to public bidding laws for capital improvements

Recommendation:

Town staff recommends that the Town Board review the proposed amended agreement and direct staff accordingly.

Fiscal Impact:

The lease provides that GHA shall be responsible for utilities and building upkeep, repairs, and code compliance upgrades with Town maintenance staff providing limited seasonal support.

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

_____, (hereinafter called "LESSEE"), whether one or more.

For valuable consideration, the receipt and sufficiency of which is hereby acknowledged, LESSOR and LESSEE do hereby covenant, contract and agree as follows:

1. PREMISES AND TERM: LESSOR, hereby leases to LESSEE for the term commencing on the _____ day of _____, 20____ and for a period of Forty (40) years, subject to the notice provision below (the "TERM"), the following described premises in its present condition, located in Door County, Wisconsin:

(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.

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 _____ Dollars (\$_____) per year, (hereinafter "the Rent"), in advance without demand on or before the first day of each year at the office of the LESSOR. ~~The Rent for the month of _____, which is the first month of this lease shall be paid in the amount of _____ Dollars) (\$_____), which amount is the prorated rent based upon the date this lease commences.~~

The LESSEE shall pay the Rent when due and payable, 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,

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 LESSOR.

5. UTILITIES: LESSEE shall be responsible for and shall pay all charges for utilities used at PREMISES, including, but not limited to, electricity, telephone, and sewer. The propane account for the PREMISES shall remain in LESSOR's name to take advantage of municipal pricing; however, LESSEE shall be solely responsible for all propane costs associated with its use and shall repay LESSOR consistent with repayment schedule on attached addendum.

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 _____ preservation center.
- (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]:

- ☐ sprinkler system
- ☒ heating, ventilating or air-conditioning system serving the Premises if, and to the extent, installed by LESSOR, and
- ☒ structural repairs to exterior walls, structural columns and structural floors which collectively enclose the Premises (excluding, however, storefronts); and
- ☒ the roof over the Premises.
- ☒ Other: _____

☒ Other: The repayment schedule associated with any such repairs is articulated in the attached Addendum.

LESSOR shall give LESSEE 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.

8. SECURITY DEPOSIT: The LESSEE, contemporaneously with the first Rent installment, agrees to deposit with the LESSOR _____ Dollars (\$_____) which sum shall be held by the LESSOR as security for the full faith and performance by LESSEE of all of the terms, covenants and conditions of this lease by LESSEE.

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.
 - ii. 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.

12. 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.

13. 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.

14. 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.

15 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 _____ (28.) days in which to correct and cure the default or commence a good faith effort to cure such default.

16. RELETING AFTER TERMINATION. Upon termination of this lease in any manner above provided, LESSOR shall use reasonable efforts to relet the Premises.

17 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.

18. 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.

19. 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.

20. 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.

21. 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.

22 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.

23. 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.

24. 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.

25 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.

26. 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.

27. 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.

28 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.

29. 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.

30 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.

31. INSURANCE: Insurance requirements for both LESSOR and LESSEE are set forth in the addendum to this Lease agreement which is incorporated herein by reference.

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

~~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: _____

() None

41. OTHER PROVISIONS:

This image shows a single sheet of white paper with horizontal blue ruling lines. The lines are evenly spaced and run across the width of the page. There are no margins, text, or other markings on the paper.

All documents such as schedules, exhibits and like documents are incorporated herein and shall be initialed by all parties. If LESSEE is a corporation, each person executing this lease represents and warrants that he is duly authorized to execute and deliver this lease on behalf of the corporation. Those persons further represent that the terms of this lease are binding upon the corporation.

In Witness Whereof, the undersigned LESSOR and LESSEE execute this lease to be effective as of the day and date first above written.

LESSEE(s)

LESSOR(s)

Signature

Signature

Signature

Signature

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

This Addendum is made and entered into this ____ day of _____, 2025, by and between the Town of Gibraltar (“LESSOR”) and the Gibraltar Historical Association (“LESSEE”) and supplements the Commercial Lease Agreement dated _____, 20, for the premises located at 4148 Main Street, Fish Creek, WI 54212 (“Leased Premises”).

WHEREAS, the parties wish to clarify and expand the LESSEE’s responsibilities relating to inspections, maintenance, code compliance, and associated costs;

NOW, THEREFORE, in consideration of the mutual covenants herein, the parties agree as follows:

1. **Payment for Utilities:** LESSEE shall be responsible for all propane, electrical, and sewer charges associated with the Premises. The propane account shall remain in the name of the Town of Gibraltar to secure municipal pricing, while the accounts for electrical and sewer services shall be established in the name of the LESSEE. Reimbursement for propane shall be made in accordance with a schedule determined by the parties and maintained on file with the Town.
2. **General Maintenance and Upkeep:** The LESSEE shall be responsible for ongoing maintenance of the Premises’ gardens, flower beds, and landscaping features. The Town shall provide mulch as needed. Lawn mowing and general turf maintenance shall be performed by maintenance staff, as time permits. During winter months, the LESSOR shall remove snow from the driveway and sidewalks, as time permits. LESSEE shall be responsible for clearing snow and ice from the steps and entryways.
3. **Annual Inspections:** The Town of Gibraltar Building Committee will inspect the Leased Premises annually, at a date and time mutually agreed upon with the LESSEE.
4. **Minor Repairs and Upgrades:** The LESSEE shall complete reasonable repairs and upgrades as recommended by the Building Committee following such inspection. All work shall be completed in a timely manner and in compliance with applicable codes and standards.
5. **Code Compliance:** The LESSEE shall secure funding and undertake necessary improvements to bring the Premises into compliance with applicable building, safety, and occupancy codes. This includes, but is not limited to: exterior painting, roofing, soffit and fascia repairs, window upgrades, foundation and drainage work, electrical, plumbing, HVAC, and fire prevention systems. All such improvements shall be discussed with LESSOR and agreed amount established or set aside and to be completed within one (1) year of the applicable inspection or written notice. LESSEE may submit a phased compliance plan approved by the LESSOR for large capital improvements.
6. **Contractor Selection and Bidding Compliance:** The LESSEE shall be responsible for securing qualified contractors to perform minor repairs, maintenance, upgrades, or improvements assigned to the LESSEE. Contractor selection is subject to review and approval by the LESSOR. The LESSOR shall work with the LESSEE on all capital

improvements to secure qualified contractors. Where required, such work shall be procured in accordance with the Town of Gibraltar's public bidding laws and procurement policies. No work shall proceed without written authorization from the LESSOR verifying compliance. The LESSOR may require competitive bids or, at its discretion, manage the procurement process on behalf of the LESSEE.

7. **Repayment Schedule for Repairs:** Where the LESSOR advances costs for repairs or improvements for which the LESSEE is responsible, the LESSEE shall reimburse the LESSOR pursuant to a written repayment schedule approved by both parties and attached to this Addendum or maintained by reference.
8. **Insurance:** LESSOR shall maintain property insurance on the Leased Premises sufficient to satisfy existing mortgage requirements. LESSEE shall maintain, at its own expense, a commercial general liability insurance policy with limits of not less than One Million Dollars (\$1,000,000) per occurrence, naming the Town of Gibraltar as an additional insured. LESSEE shall also be responsible for insuring its personal property, equipment, furnishings, exhibits, and any other contents within the Premises. LESSEE shall provide LESSOR with a certificate of liability insurance and additional insured endorsement annually or upon policy renewal. All insurance shall be issued by a carrier authorized to do business in the State of Wisconsin and shall not be cancelled without at least thirty (30) days' written notice to LESSOR.
9. **No Waiver of Lease Terms:** All other terms of the Lease remain in full force and effect. In the event of a conflict between this Addendum and the Lease, the terms of this Addendum shall control.

IN WITNESS WHEREOF, the parties have executed this Addendum as of the date first written above.

LESSOR

LESSEE

By:

Steve Sohns, Chair
Town of Gibraltar

By:

Laurie Buske
Gibraltar Historical Association

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General Checking

ALL Checks

Posted From: 7/10/2025 From Account:
 Thru: 8/01/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
wps	7/21/2025	Wisconsin Public Service	3,438.46
	Manual Check	Electric	
46572	7/11/2025	Sandoval, John	537.80
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
46573	7/11/2025	Hammersmith TV Sales & Service	126.42
		lith bat, test cord	
46574	7/11/2025	Garage Door Specialists	20,000.00
		garage doors, approved generator fund ex	
46575	7/18/2025	Rote Oil	15,772.61
46576	7/23/2025	Rote Oil	24,906.83
delta	7/30/2025	Delta Dental of Wisconsin	295.80
	Manual Check	Supplemental Billing, vision	
draft	7/11/2025	BP Products of North America, Inc	2,480.77
	Manual Check	Fuel	
draft	7/22/2025	Vinton Construction Company	0.00
	Manual Check	to move to correct account	
eftps	7/11/2025	EFTPS	10,929.76
	Manual Check	07/11/25 staff, airport, dock, fd	
eftps	7/25/2025	EFTPS	7,890.92
	Manual Check	07/25/25, staff, dock, airport	
V3100	7/11/2025	Bertges, Andrew	2,138.44
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3101	7/11/2025	Birmingham, Thomas	637.41
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3102	7/11/2025	Cain-Bieri, Theresa	2,066.05
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3103	7/11/2025	Crowell, Andrew	1,832.93
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3104	7/11/2025	Fairchild, John	1,485.34
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3105	7/11/2025	Hancock, Vinni	588.35
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3106	7/11/2025	Heck, Jeffrey	723.34
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3107	7/11/2025	Houck, Mary	49.87
	Manual Check	Pay period 06/23/2025 to 07/06/2025	

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General Checking

ALL Checks

Posted From: 7/10/2025 From Account:
 Thru: 8/01/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V3108	7/11/2025	Huberty, Colleen	1,368.74
	Manual Check	Pay period 06/22/2025 to 06/30/2025	
V3109	7/11/2025	Jandu, Manav	649.89
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3110	7/11/2025	Jarosz, Jeffrey	89.10
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3111	7/11/2025	Lancaster, Sara	46.17
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3112	7/11/2025	Lautenbach, Amy	192.22
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3113	7/11/2025	Lengh, Robert	310.74
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3114	7/11/2025	Linczmaier, Kurt	1,823.80
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3115	7/11/2025	Lulloff, Walter	1,441.07
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3116	7/11/2025	Merkel, Jayson	1,254.18
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3117	7/11/2025	Merline, Linda	69.26
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3118	7/11/2025	Moore, Jack	303.04
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3119	7/11/2025	Murre, Adrian	737.17
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3120	7/11/2025	Mustafa, Tas	218.53
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3121	7/11/2025	Neu, Beth	282.90
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3122	7/11/2025	Newkirk, Peter	166.23
	Manual Check	Pay period 06/23/2025 to 07/06/2025	
V3123	7/11/2025	Pillat, Paul	69.26
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3124	7/11/2025	Pothast, Michael	3,411.30
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3125	7/11/2025	Reetz, Laura	1,641.30
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3126	7/11/2025	Reinert, Dustin	1,385.87
	Manual Check	Pay period 06/22/2025 to 07/05/2025	

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General Checking

ALL Checks

Posted From: 7/10/2025 From Account:
 Thru: 8/01/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V3127	7/11/2025	Reynolds, Stephan	136.81
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3128	7/11/2025	Roesch, Hunter	537.10
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3129	7/11/2025	Roesch, Ryan	2,113.90
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3130	7/11/2025	Selenica, John	1,415.49
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3131	7/11/2025	Sohns, Steven	965.31
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3132	7/11/2025	Thomas, David	232.73
	Manual Check	Pay period 06/23/2025 to 07/06/2025	
V3133	7/11/2025	Thyssen, Travis	2,600.08
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3134	7/11/2025	Trainer, James	665.07
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3135	7/11/2025	Volpe, Robert	562.08
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3136	7/11/2025	Walker, Christ	116.36
	Manual Check	Pay period 06/23/2025 to 07/06/2025	
V3137	7/11/2025	Weitman, Steven	654.27
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3138	7/11/2025	Witalison, Travis	661.43
	Manual Check	Pay period 06/01/2025 to 06/30/2025	
V3139	7/11/2025	Witczak, Michael	1,729.64
	Manual Check	Pay period 06/22/2025 to 07/05/2025	
V3140	7/25/2025	Bertges, Andrew	2,138.44
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3141	7/25/2025	Cain-Bieri, Theresa	2,141.04
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3142	7/25/2025	Crowell, Andrew	1,755.48
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3143	7/25/2025	Fairchild, John	1,485.34
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3144	7/25/2025	Houck, Mary	232.73
	Manual Check	Pay period 07/07/2025 to 07/20/2025	
V3145	7/25/2025	Huberty, Colleen	1,368.74
	Manual Check	Pay period 07/06/2025 to 07/19/2025	

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General Checking

ALL Checks

Posted From: 7/10/2025 From Account:
 Thru: 8/01/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
V3146	7/25/2025	Jandu, Manav	1,091.32
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3147	7/25/2025	Linczmaier, Kurt	1,823.80
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3148	7/25/2025	Lulloff, Walter	638.06
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3149	7/25/2025	Mulliken, Hugh	33.25
	Manual Check	Pay period 07/07/2025 to 07/20/2025	
V3150	7/25/2025	Newkirk, Peter	116.36
	Manual Check	Pay period 07/07/2025 to 07/20/2025	
V3151	7/25/2025	Pothast, Michael	1,727.46
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3152	7/25/2025	Reetz, Laura	1,641.30
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3153	7/25/2025	Reinert, Dustin	1,368.46
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3154	7/25/2025	Roesch, Hunter	1,044.03
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3155	7/25/2025	Roesch, Ryan	1,982.48
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3156	7/25/2025	Thomas, David	182.85
	Manual Check	Pay period 07/07/2025 to 07/20/2025	
V3157	7/25/2025	Thyssen, Travis	2,600.08
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3158	7/25/2025	Trainer, James	1,165.17
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
V3159	7/25/2025	Witczak, Michael	1,529.96
	Manual Check	Pay period 07/06/2025 to 07/19/2025	
v46535	7/11/2025	Hammersmith TV Sales & Service	-77.47
	Manual Check	milwaukee tool mount	
cc bill	7/23/2025	Nicolet National Bank	8,548.89
	Manual Check		
wrs ins	7/25/2025	Dept. of Employee Trust Funds	22,482.56
	Manual Check	August invoice	
def comp	7/10/2025	Wisconsin Deferred Comp	282.00
	Manual Check	07/11/25 w Ward	
def comp	7/25/2025	Wisconsin Deferred Comp	230.37
	Manual Check	07/25/25	

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General Checking

ALL Checks

Posted From: 7/10/2025 From Account:
Thru: 8/01/2025 Thru Account:

Check Nbr	Check Date	Payee	Amount
sales tax	7/14/2025	Wisconsin Department of Revenue	337.35
	Manual Check	sales tx	
wi withhold	7/25/2025	Wisconsin Department of Revenue	1,500.46
	Manual Check	Withholding 07/15/2025	
wrs retire	7/30/2025	Dept. of Employee Trust Funds	7,999.45
	Manual Check	june wrs	
wi withhold	7/31/2025	Wisconsin Department of Revenue	1,335.39
	Manual Check	Withholding 07/31/2025	
		Grand Total	192,457.49

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General Checking

ALL Checks

Posted From: 7/10/2025
Thru: 8/01/2025From Account:
Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	160,632.45
Total Expenditure from Fund # 401 - CAPITAL PROJECT 1	20,000.00
Total Expenditure from Fund # 402 - CAPITAL PROJECT 2	-51,329.17
Total Expenditure from Fund # 501 - DOCK FUND	61,930.21
Total Expenditure from Fund # 601 - AIRPORT FUND	1,224.00
Total Expenditure from all Funds	192,457.49

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ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	7/31/2025	Associated Appraisal Consultants, Inc. August	1,316.67
	7/31/2025	Bay-Lake Regional Planning Commission bayshore trail feasibility, tap grant exp	22,582.73
	7/31/2025	BOUND TREE MEDICAL LLC collar, defib pads, gloves, gauze etc	490.41
	7/31/2025	Chambers Island Supply Co. LLC Cylinders	136.00
	7/31/2025	Conway, Olejniczak & Jerry, S.C. resolution, bertram agreement, bayside	1,905.50
	7/31/2025	Door County Treasurer woody vegetation	2,247.35
	7/31/2025	Ehlers 2025 cont disclosure reporting	850.00
	7/31/2025	FLS Banners GARMETS,	267.20
	7/31/2025	Harbor Hardware treated lumber	47.95
	7/31/2025	La Vine's Ice Company, LLC	797.25
	7/31/2025	Lawn Doctor Spruce park 4391	1,082.00
	7/31/2025	Leon & Sharon Zellner supplies, SOLAR ETC	457.72
	7/31/2025	May's Sport Center oil toro	113.98
	7/31/2025	Northern Door Pest Control spider and wasp treatment	250.00
	7/31/2025	Peninsula Pulse resolution, ad committee	110.98
	7/31/2025	Pier & Waterfront Solutions LLC repairs to chambers docks, barge	4,555.51
	7/31/2025	Randy & Jane Nelson plot buy backs	550.00
	7/31/2025	Reinhard Plumbing, Inc repairs to hot water heater	160.00
	7/31/2025	Rote Oil	25,362.52

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ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Voucher Nbr	Check Date	Payee	Amount
	7/31/2025	Sherwin Williams Co. paint for exterior	183.80
	7/31/2025	Stafford Rosenbaum LLP dock, raparian	98.00
	7/31/2025	State Chemical Solutions fragrance paks	457.28
	7/31/2025	West Marine Pro radios	217.60
	7/31/2025	WI Dept. of Justice - TIME Time access	192.75
Grand Total			64,433.20

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ALL Checks by Payee

ACCT

General Checking

Dated From:

From Account:

Thru:

Thru Account:

Amount

Total Expenditure from Fund # 100 - GENERAL FUND	33,328.64
Total Expenditure from Fund # 401 - CAPITAL PROJECT 1	2,360.00
Total Expenditure from Fund # 501 - DOCK FUND	28,744.56
Total Expenditure from all Funds	64,433.20