

TOWN OF LIBERTY GROVE PUBLIC MEETING

Town Board Meeting

Date: February 5, 2025

Time: 6:00pm

Place: Town Hall, 11161 Old Stage Road

Agenda:

1. Call to order
2. Declaration of quorum followed by the Pledge of Allegiance
3. Approve Agenda
4. Approve minutes from 1/15/25
5. Public input
6. Payment of bills
7. Administrator Report
8. Fire Board amendment to the intergovernmental agreement
9. Recommendation from Parks & Property Committee to purchase of path mats for Garrett Bay beach
10. Consider Pre-Demo Inspection quote for Buildings at Mariner Park
11. Chargeback request for Town parcel at 12632 S Porte Des Morts Dr
12. Discussion on Updating STR Ordinance
13. Consider equipment purchase—budget/surplus funds
14. Short Term Rental licenses
15. Correspondence
16. Future meeting(s)
17. Adjourn

All agenda items will include discussion and possible action.

**Report items will not be discussed or voted on.*

Deviation from listed order may occur.

Audience members must ask for permission, during "Public input," to speak on agenda items.

Pamela Donart-Welcome, Clerk/Treasurer

Members of the Town Board or any other Town Committee, who are not members of the body whose meeting agenda is published in this notice, are entitled, as any other citizen of the Town of Liberty Grove, to attend this meeting in an unofficial capacity. It is possible the attendance of one or more non-members may create a quorum of the membership of another body. Such a quorum is unintended, and the non-members are not meeting for the purpose of exercising the powers or duties attendant upon their membership on any Town Committee or Board.

DRAFT
(subject to change until final approval by Town Board)
Town of Liberty Grove
Minutes of the Town Board meeting on January 15, 2025
(this meeting was correctly posted)

Agenda:

1. Call to order
2. Declaration of quorum followed by the Pledge of Allegiance
3. Approve Agenda
4. Approve minutes from 12/18/24
5. Public input
6. Utility District#1
 - a. Payment of bills
 - b. Treasurer's Report
7. Payment of Town bills
8. Town Treasurer's Report
9. Administrator's Report
10. Timely bill payment options
11. Combo Class B License for The Cleat at 10961 STH-42, Sister Bay
12. Combo Class A License for Bea's Ho-made Products at 763 STH-42, Gills Rock
13. Letter of support for Dark Sky enhancements at Newport State Park
14. VFW Post 8337's food trailer
15. Restore office land-line phone service
16. Revisit Town media upgrades
17. Chargeback request: Liberty Grove Historical Society
18. WTA district meetings: schedule attendance
19. Short-Term Rental License(s)
20. Correspondence
21. Future meeting(s)
22. Adjourn

Chairman Johnson called the meeting to order at 6:00pm. Supervisors Nancy Goss, Billy Appel, Dan Watts, and Cathy Ward were present along with Administrator Kalms, Clerk/Treasurer Pamela Donart-Welcome, and 4 members of the public.

Goss moved, Ward seconded to approve the agenda as posted. **Carried 5 - 0**

Goss moved, Watts seconded to approve the 12/18/24 minutes as presented. **Carried 5 - 0**

Public input: Cathy Ward shared that the DCTZ showed as of the September 2024 checks, they were only 0.18% off from the targeted Liberty Grove lodging revenue budgeted.

Johnson moved, Goss seconded to approve payment of Utility District #1 bills totaling \$73,620.98 **Carried 5 - 0**

Treasurer's Report: Donart-Welcome reported the following Utility District #1 account balances as of December 31, 2024:

Checking Account	\$ 74,785.55
Savings Account	\$ 338,104.25
Restricted Savings	\$ 131,270.98
CD	\$ <u>162,542.82</u>
TOTAL	\$ 706,703.60

Ward moved, Appel seconded to approve the Utility District #1 Treasurer's Report as presented. **Carried 5 - 0**

Watts moved, Goss seconded to approve the payment of Town bills totaling \$182,503.36. **Carried 5 - 0**

Treasurer's Report: Donart-Welcome reported the following Town account balances as of December 31, 2024:

Municipal Checking	\$ 1,929,944.86
Money Market Account	\$ 1,140,534.48
General Checking	\$ 1,720,119.08
Utility District	\$ <u>706,703.60</u>
TOTAL	\$ 5,497,302.02

Ward moved, Johnson seconded to approve the Town Treasurer's Report as presented. **Carried 5 - 0**

Administrator Kalms reported he attended a webinar on the proposed/pending project for re-surfacing Highway 42 between Gills Rock and Northport; a visitor backed into a stump at Sand Bay Park, and submitted a claim to the Town Insurance for review; there will be a February 18th Primary and April 1st Spring Election, The Village of Sister Bay raised the sewer rates by 15%, but an actual rate study has not been done to see what should be applied & where, so the Town has consultant looking into how the increase will affect residents in the Town's Utility District#1; the new State Statutes books are available for viewing at the Town office; the Jan 7th BEAD fund meeting with Frontier was cancelled, because Frontier is finalizing their network design & related costs; the first round of BEAD funding has opened on Jan 13th and is in process; inventory has been taken for the public radio system upgrade County-wide; there is a DC Trails presentation taking place on January 23rd at 1:00pm in the Town of Gibraltar.

The Clerk/Treasurer reported that the recent delays in USPS seem to be affecting the timely receipt of invoice payment by check to some vendors and is seeking alternate options to pay the Town bills to avoid late fees.

Johnson moved, Goss seconded to approve the Combo Class B License for The Cleat at 10961 STH-42, Sister Bay. **Carried 4 - 0** Cathy Ward recused.

Ward moved, Goss seconded to approve the Combo Class A License for Bea's Ho-made Products at 763 STH-42, Gills Rock. **Carried 5 - 0**

The Board recommended Administrator Kalms invite a representative from Newport Park to attend a future Board meeting to clarify their request for **a letter of support for Dark Sky enhancements**.

Johnson moved, Goss seconded to not accept the food trailer from the VFW Post 8337.
Carried 5 - 0

Due to frequent outages of internet service affecting **the phone systems**, the Clerk Treasurer requested the pursuit of alternate options such as installing a land-line from Frontier. She will also be exploring a way to allow the **A/V meeting media** in the Town Hall to be used without an internet connection.

Johnson moved, Goss seconded to approve the chargeback request for Liberty Grove Historical Society. **Carried 5 – 0**

The Town Supervisors, and Administrator Kalms plan to attend the 2025 WTA District Meeting at the MARQ in De Pere on February 28, 2025.

Johnson moved, Ward seconded to approve the Short-Term Rental applications as presented with four exceptions. **Carried 5 – 0**

The Board will revisit the exceptions after further clarification of listed guest & septic capacity.

Correspondence: Kalms shared a letter from the Library Commission asking that the Town set aside the CIP amount budgeted last year and hold it over to this year to be earmarked for tree removal; and will have a packet describing the Gills Rock to Northport Hwy 42 project available in the Town office.

Future Meeting: The next regular Board meeting will be February 5, 2025 at 6:00pm.

Johnson moved, Goss seconded to adjourn at 7:35pm. **Carried 5 - 0**

Respectfully submitted,
Pamela Donart-Welcome, Clerk/Treasurer

Pending approval at future meeting of the Town Board.

**Intergovernmental Agreement Establishing
The Sister Bay & Liberty Grove Fire Board
And Fire Department**

The Village of Sister Bay, Wisconsin ("Village") and the Town of Liberty Grove, Wisconsin ("Town") pursuant of Section 66.0301 of the Wisconsin Statutes, hereby agree as follows:

Section 1. History/Purpose.

- (1) In the 1930's the Village and the Town agreed to jointly purchase equipment for use in fighting fires in the Village and Town on a basis of 50/50 shared cost. The Town and the Village subsequently established a joint Fire Department, and also jointly established what has been referred to as a "Fire Commission" made up of members of their governing bodies to govern the operation of the joint Fire Department. Over the years, the Village and the Town have jointly provided emergency services and fire protection services to the persons and properties within their municipal boundaries through such Fire Department and Fire Commission. It has been, and continues to be, the common belief of the Village and the Town that greater protection against fire losses is afforded through their joint and mutual cooperation.
- (2) The purpose of this Agreement is to establish a Fire Board and Fire Department for the continued joint provision of emergency services and fire protection services by the Village and the Town to the persons and properties within their municipal boundaries, pursuant to the authority granted them by Section 66.0301 of the Wisconsin Statutes.

Section 2. Definitions.

- (1) "Fire Board" means the Sister Bay and Liberty Grove Fire Board.
- (2) "Fire Department" means the Sister Bay and Liberty Grove Fire Department.
- (3) "Members" means the Fire Chief and all members of the Fire Department.
- (4) "Town" means the Town of Liberty Grove located in Door County, Wisconsin.
- (5) "Village" means the Village of Sister Bay located in Door County, Wisconsin.
- (6) "Town Board" means the Town Board of the Town of Liberty Grove.
- (7) "Village Board" means the Village Board of the Village of Sister Bay.

Section 3. Official Names.

The official name of the Fire Board shall be the "Sister Bay and Liberty Grove Fire Board." The official name of the Fire Department shall be the "Sister Bay and Liberty Grove Fire Department."

Section 4. Municipal Entity.

The Village and the Town hereby jointly establish the Sister Bay and Liberty Grove Fire Board and The Sister Bay and Liberty Grove Fire Department, as municipal entities being agencies of the Village and the Town jointly. By this Agreement and any Resolutions or Ordinances approving or adopting this Agreement, the governing bodies of the Village and the Town hereby delegates to the Fire Board their authority over operation of the Fire Department to the extent expressly stated herein.

Section 5. Boundaries / Service Area.

- (1) The boundaries of the area served by the Fire Department shall be the entire incorporated area of the Village, and the entire unincorporated area of the Town.
- (2) The Fire Department may enter into agreements with other municipalities in Door County for mutual fire aid, subject to approval of the Fire Board. Any such agreement previously entered into by the entity previously referred to as the Sister Bay and Liberty Grove Fire Commission is hereby ratified and approved by the Village and the Town, and shall be affirmed by the Fire Board.

Section 6. Fire Board.

- (1) The Fire Board shall be the governing body of the Fire Department and shall have the powers and authority set forth in this Agreement.
- (2) The Fire Board shall elect its Chairman at the first Fire Board meeting following the spring general elections in both the Village and the Town.
 - (a) The term of the Chairman shall be one year.
 - (b) The Chairman shall preside at all meetings, prepare agendas, appoint all committees, authorize all calls for any special meetings and generally perform the duties of the presiding officer.
- (3) Members.
 - (a) The Fire Board shall consist of two (2) members representing the Village of Sister Bay and three (3) members representing the Town of Liberty Grove .
 - (b) Fire board members may be either elected officials from the Town or Village boards or residents of each municipality as appointed by the

Village President or Town Board Chair.

- (c) At least One (1) member representing the village and two (2) members representing the Town on the Fire Board shall be elected officials of the Village and the Town.
 - (d) No more than One (1) member representing the Village of Sister Bay and One (1) member representing the Town of Liberty Grove may be non-elected officials
 - (b) The Fire Board members shall be selected by their respective presiding officer of the Village Board and Town Board, subject to approval by a majority vote of their members.
 - (c) The terms of the Fire Board members shall be as determined by the Village Board and Town Board.
 - (d) No compensation shall be paid to the Fire Board members by the Fire Board for serving on the Fire Board.
- (4) Clerk / Treasurer.
- (a) The Fire Board shall hire a Clerk / Treasurer, who shall not be a member of the Fire Board.
 - (b) The term and compensation of the Clerk / Treasurer shall be determined by the Fire Board.
 - (c) The Clerk / Treasurer shall attend all meetings of the Fire Board and prepare minutes of each meeting.
 - (d) The duties of the Clerk / Treasurer shall be as stated in the Rules of Operation to be adopted by the Fire Board consistent with this Agreement.
- (5) Authority of the Fire Board.

The Fire Board shall adopt the Rules of Operation set forth in Exhibit A attached hereto with the caveat that any inconsistent provisions shall be subject to this Agreement and all references to "Commission" shall refer to "Fire Board," and is hereby authorized to do the following:

- (a) Establish policies, rules and regulations for the operation of the Fire Department.
- (b) Have overall authority over the Fire Chief and all members of the Fire Department.

- (c) The appointment of the Fire Chief as voted on by the members of the Fire Department is subject to approval of the Fire Board.
 - (d) Hire a Clerk (or Clerks) for both the Fire Board and the Fire Department.
 - (e) Develop an annual operating budget for the Fire Department and submit such budget to the Village Board and the Town Board for approval.
 - (f) Approve all expenditures of the Fire Department made within the operating budget.
 - (g) Have an annual audit made of the financial records of the Fire Department and furnish a copy of the audit to the Village Board and the Town Board.
 - (h) Insure the Fire Department operates in accordance with all laws, rules, regulations, and policies concerning fire departments, fire inspections, and first responders.
 - (i) Perform such other duties as are necessary to maintain the operation of the Fire Department in accordance with requirements of law and perform such other duties as are required by the joint agreement of the Village and Town.
 - (j) Shall review an annual capital equipment plan that outlines the expected capital expenses for vehicles and equipment as well as the replacement of existing vehicles and equipment. This report shall be submitted to the Village and Town when the annual budget requests are submitted.
 - (k) Shall be considered the employer of record for the members of the Fire Department.
- (6) Meetings.
- (a) The Fire Board shall meet at least quarterly. Each meeting shall be noticed in and held in accordance with the requirements of subchapter V of Chapter 19, Wisconsin Statutes, commonly known as the "Wisconsin Open Meetings Law." Copies of the minutes of those meetings shall be provided to the Village Board and Town Board.
 - (b) The Rules of Operation as adopted shall govern the proceeding of the Fire Board, except as may be contrary to Wisconsin Statutes; in such event, the State Statutes shall prevail. Roberts Rules of Order shall apply in those areas these rules do not cover.

Section 7. Fire Chief.

- (1) The Fire Chief shall be a member of the Fire Department elected by majority vote of the members of the Fire Department for a term of two (2) years. The member elected shall be subject to approval by the Fire Board. If approval is denied by the Fire Board, the members shall elect another member as Fire Chief, who will be subject to approval by the Fire Board.
- (2) The Fire Chief shall be paid compensation as determined by the Fire Board.
- (3) Duties and Authority of the Fire Chief:
 - (a) Responsible for implementing the policies established by the Fire Board.
 - (b) Responsible for promulgating rules and regulations for the operation of the Fire Department.
 - (c) Prepare and present an annual budget.
 - (d) Prepare and present an annual capital equipment purchase plan.
 - (e) Responsible for manning and training of the Fire Department, supervision of the Firefighters and First Responders and to oversee the day-to-day operations of the Fire Department.
 - (f) Shall attend all meetings of the Fire Board in an advisory role.
 - (g) Perform such other duties and responsibilities as required of Fire Chiefs by law.
 - (h) Appoint two (2) Assistant Chiefs, one in charge of the south fire station in the Village and one in charge of the north fire station in the Town.
 - (i) The Assistant Chiefs shall each be responsible for the supervision of the Firefighters in their respective stations, and for the maintenance and repair of the Fire Department equipment assigned to their stations.
 - (ii) The Assistant Chiefs shall follow the orders of the Chief and the policies, rules and regulations of the Fire Department.
 - (iii) In the absence of the Chief, the senior Assistant Chief shall assume command, and in the absence of the senior Assistant Chief, the junior Assistant Chief shall assume command.
 - (iv) The Assistant Chiefs shall receive such compensation as is determined by the Fire Board.

- (i) Appoint a First Responder Crew Chief who shall be responsible for the supervision of the First Responders, and for the maintenance and repair of the First Responder equipment assigned to their stations.
 - (a) The Crew Chief shall receive such compensation as is determined by the Fire Board.
 - (j) Appoint Captains and Lieutenants, whose duties shall be set forth in the Fire Department Rules of Operation.
 - (k) Appoint a Fire Inspector(s) who shall make all necessary fire prevention inspections in the Village and Town in accordance with law and keep such records of inspections and make such reports to governmental agencies as required by law.
 - (l) Insure that the Fire Department provides public educational services as required by State Statute.
 - (m) Oversee the applications and eligibility for prospective members of the Fire Department and approve their membership and their promotions.
 - (n) Keep the Fire Board promptly informed of all new members and of all promotions, and shall keep the Fire Board informed as to additional personnel, insurance and workers compensation matters concerning the members.
 - (o) Keep the Fire Board informed as to all new laws, rules and regulations applicable to the Fire Department.
 - (p) Perform such other duties as required by the Fire Board.
- (4) The Fire Chief shall not be removed from office during the Chief's term except for cause and after an opportunity to be heard before the Fire Board on specific charges.

Section 8. Members

- (1) New members shall make known their intention to join the Fire Department by contacting the Fire Chief or another member of the Fire Department. A written application shall then be filed with the Fire Chief.
 - (a) Prospective members shall be at least eighteen (18) years of age and hold a valid Wisconsin driver's license.

- (b) Prospective members shall be subject to such other qualifications as provided by the Fire Department's Rules of Operation.
- (2) Members shall be paid such compensation as determined by the Fire Board.
 - (a) Such compensation shall be subject to all state and federal withholding required by law.
- (3) All members, shall be considered employees "at will" and terminable by the Fire Chief after review by the Fire Board.
- (4) All members shall complete all training requirements of the Fire Department and the State of Wisconsin.
- (5) All members shall comply with the Rules of Operation and all other policies made by the Fire Board and all lawful directives of the Fire Chief.

Section 9. Equipment.

- (1) The Fire Department south station located at 2258 Mill Road, Sister Bay, Wisconsin shall be provided by and located in the Village and shall remain the sole property of the Village which shall be solely responsible for all maintenance and repairs.
- (2) The Fire Department north station located at 1487 Highway 42, Ellison Bay, Wisconsin shall be provided by and located in the Town and shall remain the sole property of the Town which shall be solely responsible for all maintenance and repairs.
- (3) All equipment and other personal property of the Fire Department shall be owned by the Fire Board and maintained by the Fire Department. Within 60 days from the date of the adoption of this ordinance the Fire Board shall prepare and submit to the Village and the Town an inventory of vehicles, equipment and personal property with a value of \$5,000 or greater. Thereafter the Fire Board shall prepare a list of additions and deletions to the list of vehicles, equipment and personal property and shall submit that to the Village and Town along with the annual audit.
- (4) All new equipment purchases not authorized in the annual operating budget shall be approved by the Fire Board.
 - (a) Purchases exceeding the annual operating budget shall be approved by the Village and Town Board prior to purchase.
 - (b) The Fire Chief may purchase or authorize purchases of necessary items for the day-to-day operations of the Fire Department within the operating

budget approved by the Village Board and Town Board.

- (5) The Fire Board shall keep insurance on all vehicles, equipment and other personal property of the Fire Department. In addition the Village, Town and the Firefighters Association shall be named as additional insured, affording full protection, subject to reasonable deductibles, against claims, casualties, damages and liabilities incurred in the operation of the Fire Board and Fire Department. The Fire Board shall carry E&O coverage. The Fire Board shall carry all necessary liability and workers compensation coverage on all employees and volunteers.
- (6) The Town of Liberty Grove shall insure the North Fire Station and the Village of Sister Bay shall insure the South Fire Station upon such terms and limits as each respective board determines to be appropriate.

Section 10. Budget.

- (1) By October 1 of each year the Fire Board shall formulate and approve a budget for the operation of the Fire Department for the following calendar year and submit the budget to the Village Board and the Town Board for approval.
- (2) The cost of the total amount of the annual budget, as approved by the Village Board and the Town Board shall be shared by the Village and the Town on the following basis: one-third (1/3) by the Village, and two-thirds (2/3) by the Town.
- (3) The amounts due from the Village and the Town for the annual budget shall be paid by the Village and the Town to the Fire Board on a quarterly basis on the first day of January, April, July and October of each year.
- (4) The Fire Board shall maintain an emergency account consisting of unspent budgeted funds and revenues in excess of the approved budget in an amount not less than 15% of the annual expenses. Once the emergency account is funded any budgeted funds not expended plus net revenues in excess of the budget in a specific calendar year shall be returned to the Village and the Town in the same ratio as paid. Expenditures from the emergency account shall only be made when the budget is exhausted and the expenses are approved by a majority vote of the Fire Board.
- (5) Funds donated to the Fire Department shall be retained for use by the Fire Department and Fire Board.
- (6) The Fire Board account shall be administered by the Fire Board and maintained by the Clerk / Treasurer.

Section 11. Dispute Resolution.

- (1) If disputes arise between the Village and the Town relating to this Agreement, the Village and Town Board shall meet and attempt to resolve the differences. If the Boards cannot agree, each Board shall appoint two of their Board Members to an ad hoc Conference Committee. The Conference Committee shall meet and agree by majority vote on any disputed items. The decision of the Conference Committee shall be binding upon both the Village and Town Boards.
- (2) In the event that the Conference Committee is unable to resolve a disputed matter within 60 days after the matter is referred to the Conference Committee, either Board may request arbitration pursuant to the provisions of Section 788 of the Wisconsin Statutes. The Village and the Town Boards shall select a single arbitrator and the decision of the arbitrator shall be final and binding upon the Boards. The cost of the arbitration shall be borne equally by the Village and the Town. If the Village Board and Town Board are unable to reach an agreement regarding the selection of an arbitrator, each shall name an arbitrator, and the arbitrators so named will select a third arbitrator, who will preside at the arbitration.

Section 12. Dissolution.

Either the Village Board or the Town Board may dissolve the Fire Department and the Fire Board at any time by giving six (6) months prior written notice to the other Board, in care of the Clerk of that unit of government, and to the Fire Board. From and after the date of dissolution, each unit of government shall own those assets and liabilities which are solely titled in the name of each unit of government. Fire Stations and fixtures shall not be subject to apportionment or division and shall belong to the unit of government in which the station is located. The value of jointly owned vehicles and equipment shall be divided in an amount equal to the average of the pro-rata share of contributions from August 24, 1994 to the date of dissolution. In the event of a dispute in valuation of assets or liabilities, each Board shall hire an appraiser at its own cost, the two appraisers shall choose a third appraiser whose cost shall be shared 50/50 by the Village and the Town. The three appraisers shall value the assets and liabilities and allocate the assets according to the ownership percentage aforementioned, and allocate the liabilities to each unit of government according to the same percentage.

Upon dissolution, either of the units of government may provide the other unit of government the opportunity to purchase its interest in the assets of the Fire Department at the value fixed by agreement or by appraisal, as described above. In such case the other unit of government shall have a period of sixty (60) days from the date of such provision within which to decide whether or not it desires to purchase such assets. If one unit of government desires to purchase the interest of the other, it shall have a period of time, not exceeding one (1) year from the date of its election, within which to pay the total due the unit of government selling its assets. If both units of government choose not to purchase the assets of the other unit of government, each shall keep its percent of the assets as established above. The written notice of decision by the selling unit of government shall be deemed adequate and sufficient security for the other party as a binding commitment during this period of time.

Section 13. Amendment.

This Agreement may be amended from time to time by agreement of both the Village and the Town. The amended agreement will be considered by the Village and Town for adoption by ordinance.

Section 14. Effective Date.

This Agreement shall be in full force and effect from the date of execution by both representatives of the Village Board and Town Board.

Section 15. Severability.

If any sections of this Agreement are declared to be severable or if any section or portion thereof shall be declared by a court of competent jurisdiction to be invalid, unlawful or unenforceable, such decision shall apply only to the specific section or portion thereof directly specified in the decision, and shall not affect the validity of any other provisions, sections or portions thereof of the Agreement which shall remain in full force and effect.

Section 16. Legal Advice and Fees.

Except when barred by conflict of interest or when they are otherwise unable to serve, the attorney for the Village and / or the attorney for the Town shall serve as legal representatives for the Fire Board, and charges incurred shall be paid by the Village and the Town in a 1/3 2/3 split or as otherwise recommended by the Fire Board. The Village Board and the Town Board may authorize the Fire Board to retain special counsel, or direct that payment be made other than as set forth in this Agreement and/or the budget.

Section 17. Successors and Assigns.

The terms and provisions of this Agreement shall bind and inure to the benefit of the Village and Town, and their successors and assigns. No party to this Agreement may assign any of its rights or delegate any of its duties or obligations under this Agreement without the prior written consent of the other party.

Section 18. Rules of Construction.

The captions of this Agreement are inserted only as a matter of convenience and in no way effect the terms or intent of any provision of this Agreement. All defined phrases, pronouns and other variations thereof shall be deemed to refer to the masculine, feminine, neuter, singular or plural as the actual identity of the organization, person or persons may require. No provision of this Agreement shall be construed against any party hereto by reason of the extent to which such party or its counsel participated in the drafting of this Agreement.

Section 19. Choice of Law.

This Agreement shall be construed in accordance with the internal laws of the State of Wisconsin.

Section 20. Entire Agreement.

This Agreement constitutes the entire Agreement among the parties hereto regarding the subject matter hereof. This Agreement supersedes all prior agreements, statements, understandings and representations of the parties regarding the subject matter of this Agreement. No waiver of any provision of this Agreement shall be deemed or constitute a waiver of any other provision, whether or not similar, nor shall any waiver constitute a continuing waiver. No waiver shall be binding unless executed in writing by the party making such waiver.

Section 21. Adoption of Ordinance.

The Village Board and Town Board will repeal any respective ordinances creating the existing Fire Department and Fire Commission, and the Town and the Village shall adopt this Intergovernmental Agreement as an ordinance for purposes of the creation and operation of the Sister Bay and Liberty Grove Fire Department and the Sister Bay and Liberty Grove Fire Board.

Dated this ____ day of _____, 2008.

VILLAGE OF SISTER BAY:

By: _____

Title: _____

TOWN OF LIBERTY GROVE:

By: _____

Title: _____

Sister Bay and Liberty Grove Fire Board Rules of Operation
Adopted 12/17/07

- I. Name of Organization:
 - A. Sister Bay and Liberty Grove Fire Board
- II. Purpose:
 - A. The purpose of the Fire Board is to administer and oversee the operations of the Sister Bay and Liberty Grove Fire Department.
- III. Membership:
 - A. The Village Board shall appoint two (2) members, and the Town Board shall appoint three (3) members to serve on the Fire Board. These are the voting members. The term of service shall be determined by the respective Boards.
 - B. The Fire Chief and the Clerk / Treasurer shall not be members of the Fire Board.
- IV. Officers:
 - A. The Board shall elect its Chairman at the first Fire Board meeting following the spring general elections in both the Village and the Town.
 - B. The term of the Chairman shall be one year.
 - C. The Chairman shall preside at all meetings, prepare agendas, appoint all committees, authorize all calls for any special meetings and generally perform the duties of the presiding officer.
- V. The Board shall:
 - A. Define a quorum as three members, consisting of at least one member from each municipality.
 - B. Establish, approve and implement policy for the Fire Department and ensure compliance.
 - C. Have overall authority over the Fire Chief and all of the members of the Fire Department.
 - D. Develop an annual operating budget for the Fire Department and submit the budget to the Village and Town for approval.
 - E. Review all financial transactions of the Fire Department.
 - F. Have an annual audit made of the financial records of the Fire Department and furnish a copy of the audit to the Village Board and the Town Board.
 - G. Shall hire a Clerk / Treasurer (s) for both the Fire Board and the Fire Department.
- VI. The Fire Chief shall:
 - A. Attend all meetings of the Fire Board.
 - B. Assume responsibility for the Fire Department.
 - C. Receive compensation, as determined by the Fire Board.
 - D. Be elected by the members subject to approval by the Fire Board.
 - E. Serve a term of two years.
 - F. Be responsible for:

1. Manning.
 2. Training.
 3. Supervision of all members of the Fire Department.
 4. All other issues required by Wisconsin State Statutes.
- G. Co-sign all checks issued by the Clerk.

VII. The Clerk shall:

- A. Serve at the discretion of the Fire Board.
- B. Receive compensation, as determined by the Fire Board.
- C. Attend all meetings of the Fire Board, and prepare minutes, which will be distributed to the members of the Fire Board, within 7 working days of each meeting.
- D. Submit approved minutes to the Clerks of both the Village and the Town.
- E. Post all Fire Board meeting notices with agendas at least 48 hours prior to each meeting and notify all members of each meeting.
- F. Maintain and file all Fire Board and Fire Department records and submit required copies to appropriate authorities.
- G. Submit the annual "call report" to the Town and Village offices by March 15th of the following year.
- H. Be responsible for all mail and correspondence.
- I. Deposit Fire Board funds into accounts approved by the Fire Board and draft checks on said accounts for the payment of all bills to be reviewed by the Fire Board.
- J. Provide a report of all financial transactions to be reviewed by the Fire Board.
- K. Keep books of accounts showing all of the financial transactions of the Fire Board.
- L. Prepare quarterly financial reports.
- M. Assist the Chief in preparing the annual budget proposal.
- N. Carry out those duties assigned by the Fire Board or the Fire Chief.

VIII. Agenda:

- A. An agenda shall be prepared for each meeting by the Chairman of the Fire Board.
- B. Each agenda shall include the following items:
 1. Date of Meeting.
 2. Time of Meeting.
 3. Location of Meeting.
 4. Call to order.
 5. Roll call.
 6. Public input.
 7. All items to be brought before the Fire Board for consideration and/or action as submitted by any Fire Board member or the Fire Chief.
- C. The agenda shall be distributed to all members of the Fire Board along with the notice of each meeting and shall be posted with the public notice of each meeting.

IX. Meetings:

- A. The Board shall meet at least quarterly and shall schedule special meetings as

needed. Special meetings may be called by the Chairman or at the request of any member of the Fire Board.

- B. All regular and special meetings shall be posted at least 48 hours prior to the meetings.
- C. In case of an emergency a meeting shall be called by the Chairman, the Fire Chief, the Clerk or two members of the Fire Board, depending on availability.
 - 1. The 48 hour notice may be waived, but the meeting must be posted at least 2 hours prior to the meeting.
 - 2. A quorum must be in attendance.
 - 3. In the event that the Chairman cannot attend the meeting, the Fire Board Clerk shall: (In the absence of the Chairman and the Clerk, any member may call the meeting to order and proceed.)
 - Call the meeting to order
 - Take the roll
 - Request that a member of the Fire Board move to appoint a pro-tem Chairman.
 - The pro-tem Chairman shall conduct the meeting.

X. Amendments:

- A. These Rules of Operation may be amended by a majority vote of the Fire Board, after the amendment has been considered for two consecutive meetings, and providing the action to amend is listed in the meeting notice and agenda.

Asbestos • Lead Paint • Mold • Indoor Air Quality • Industrial Hygiene

January 14, 2025

Town of Liberty Grove
c/o Walter "Bud" Kalms
11161 Old Stage Road
Sister Bay, WI 54234

Cost Proposal:	Pre-Demolition Inspection: Asbestos / Lead Paint
Site:	3 Buildings 12689 State Highway 42 Ellison Bay, WI 54210

Thank you for the opportunity to provide this cost proposal regarding pre-demolition asbestos, lead-based paint inspections prior to the demolition of 3 buildings located in the Town of Liberty (Ellison Bay), WI.

Inspection and sampling will be performed within the 3 buildings to determine the presence and extent of accessible asbestos containing building materials and materials with lead paint on cementitious materials prior to demolition. The findings of the inspection will be presented in a written report, including sample analysis results as well as type, location, approximate quantity and abatement or disposal recommendation for accessible asbestos and lead materials identified.

Project Cost Estimate: 3 Buildings – Ellison Bay, WI

Asbestos/Lead Paint Inspections:

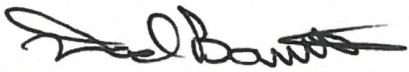
Asbestos Inspection (Site Survey, Reporting, Mobilization)	\$1,560
Asbestos Bulk Sample Analysis by PLM (est. 40 – 70 samples @ \$17 ea)	\$680 - \$1,190
Asbestos Point Count Analysis (est. 3-5 samples @ \$65 ea) – If Necessary	\$195 - \$325
XRF Lead Paint Inspection (Site Survey, Reporting & Mobilization)	\$475
Total =	\$2,910 – \$3,550

The number of samples is estimated and assumes standard turnaround time. Sample quantity may vary and samples beyond the estimated quantity will be invoiced according to the fee listed. Additionally, budgets are estimates and we reserve the right to reallocate the budget between the services listed for actual work performed but will not exceed the total contract without written approval. Additional services performed beyond the original scope of work will require pre-authorization from the client.

NorthStar is an accredited State of Wisconsin Lead & Asbestos Company – certification number DHS-925800. Testing services are performed by State of Wisconsin Asbestos Inspector licensed individuals.

Please let us know if you need any other information regarding our services or fees. You may contact us at 715-693-6112 or info@NorthStarTesting.com if you have further questions.

Submitted By,
NorthStar Environmental Testing, LLC.



Dave Barrett
Operations Manager

Accepted By:

Signature: _____ Printed Name: _____ Date: _____

LIBERTY GROVE TREASURER
PAM DONART-WELCOME
11161 OLD STAGE RD
SISTER BAY WI 54234

Please inform the treasurer of any address change.

TO: DC TREAS

TOWN OF LIBERTY GROVE
11161 OLD STAGE RD
SISTER BAY WI 54234

S. Porte des Morts

PR \$42.82 1/15/25
59900-000

HOURS: MON-THURS 7AM-430PM, FRIDAY
7AM-11AM. CLOSED 12/24-12/25/2024 AND
1/1/2025

Property Address
12632 S PORTE DES MORTS DR

STATE OF WISCONSIN
REAL ESTATE PROPERTY TAX BILL FOR 2024
TOWN OF LIBERTY GROVE
DOOR COUNTY

BILL NO. 14918
Correspondence should refer to parcel number
PARCEL#: 0180304322921A
ALT. PARCEL #: 15 018 4 32 29 04 1 02 001

Assessed Value Land	Ass'd Value Improvements	Total Assessed Value	Ave. Assmt. Ratio	Est. Fair Mkt. Land	Est. Fair Mkt. Improvements	Total Est. Fair Mkt.	
6,000		6,000	0.9368	6,400		6,400	☐ A star in this box means unpaid prior year taxes
Taxing Jurisdiction		2023 Est. State Aids Allocated Tax Dist.	2024 Est. State Aids Allocated Tax Dist.	2023 Net Tax	2024 Net Tax	% Tax Change	Gross Property Tax
DOOR COUNTY		241,975	237,543		15.50	100.0%	42.82
TOWN OF LIBERTY GROVE		367,975	369,850		10.51	100.0%	
N.W.T.C.		1,212,354	1,178,491		3.60	100.0%	
GIBALTAR SCHOOL		336,261	307,679		13.21	100.0%	
LIBERTY GROVE 1					0.00		
Total		2,158,565	2,093,563		42.82	100.0%	
		First Dollar Credit Lottery & Gaming Credit Net Property Tax			42.82	100.0%	42.82
School taxes reduced by school levy tax credit		\$3.36	IMPORTANT: Be sure this description covers your property. This description is for property tax bill only and may not be a full legal description.		Net Assessed Value Rate (Does NOT reflect credits)		
			598627 339358 300898 ACRES: 0.410		0.007134455		
			SEC 04, T 32 N, R 29 E, NW¼ of NE¼ GL1				
			50' SHORE LOT DESCRIBED AS: S50' OF				
			GOV'T LOT 1 ELY OF RD				
			RETAIN THIS PORTION AS YOUR COPY				
			SEE REVERSE SIDE FOR IMPORTANT INFORMATION				
			Warning: If not paid by due dates, installment option is lost and total tax is delinquent subject to interest and, if applicable, penalty. Failure to pay on time. See reverse.				
			TOTAL DUE FOR FULL PAYMENT				
			PAY BY January 31, 2025				
			▶ \$ 42.82				

FOR INFORMATIONAL PURPOSES ONLY
- Voter Approved Temporary Tax Increases
Taxing Jurisdiction
GIBALTAR SCHOOL

Total
Additional Taxes
960,425.43
Total Additional Taxes
Applied to Property
3.58
Year
Increase Ends
2038

PAY 1ST INSTALLMENT OF:

\$42.82

By January 31, 2025

AND PAY 2ND INSTALLMENT OF:

\$0.00

By July 31, 2025

OR PAY FULL AMOUNT OF:

\$42.82

By January 31, 2025

Amount Enclosed: \$

Make Check Payable and Mail to:

DOOR COUNTY TREASURER
RYAN SCHLEY
421 NEBRASKA ST
STURGEON BAY WI 54235
(920) 746-2286

2024 Real Estate Property Bill #
14918

Parcel #
0180304322921A

Alt. Parcel #
15 018 4 32 29 04 1 02 001
LIBERTY GROVE, TOWN OF

Include This Stub With Your Payment

Amount Enclosed: \$

Make Check Payable and Mail to:

DOOR COUNTY TREASURER
RYAN SCHLEY
421 NEBRASKA ST
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Include This Stub With Your Payment



PA-6853 (R. 8-15)

2/5/25

To: Liberty Grove Town Board
From: Bud
Ref: Equipment addition

I talked with the crew last fall about adding a couple items to the shop equipment. These items would be included in the budget for highway equipment purchase. After totaling the expenses for 2024, we have enough left over in a couple of categories to use for these items so we would not have to reduce any amount we are adding to the highway capital account. That amount will stay intact to be added to use for future purchases.

The items are:

A portable hot water pressure washer. Currently we have no way to get hot water at a good pressure for washing our toilets in the parks, outside buildings that have a bug and spider buildup (Jay has been using his own washer lately), picnic tables, sidewalks, equipment that is in the pit or elsewhere that can't be reached with high pressure hot water. It is self-contained with a water tank and heating unit. The one in the shop is 220 volts—not available in the parks and no water tank.

A power rake for the track loader. This would be advantageous and time saving when cleaning the shoulders after sod has been peeled off for widening and/or improving the base. It would leave a smoother finished surface than scraping up stones and sod with a plain bucket. Anywhere we are removing stumps/stones it can be used to clean up and smoothen the surfaceS: parks, cemeteries e.g.

Third is a wide bucket for the excavator for ditch cleaning and extended debris cleanup. Soft areas can be cleaned with the wider bucket that could not be reached with other equipment.

Purchase numbers:

Ditch bucket	\$ 3,900
Pressure washer	10,750
Power rake	<u>14,000</u>
Total	28,650

Sources of funds:

	<u>Budget</u>	<u>Actual</u>	<u>Surplus</u>
Salt	\$81,828	\$54,600	\$27,028
Repairs	50,000	41,806	8,194
Heat	9,000	6,049	2,951

[illegible]

