

**Town of Washington  
Washington Island Airport  
Property Use Agreement for Non-Aviation Event**

This Agreement is made and entered into by and between the Washington Island Airport (2P2), the Town of Washington, Washington Island, WI and Death's Door Bar-B-Q (hereafter known as **DDBBQ**) for the purpose of a KCBS sanctioned Barbeque competition open to the public; a non-aviation event.

Date of Event: August 24<sup>th</sup>, 2013

The event will occur on Saturday, August 24<sup>th</sup>, 2013 with the set up date on Thursday August 22<sup>nd</sup>, 2013 and Friday, August 23<sup>rd</sup>, 2013 and clean up date on Sunday, August 25<sup>th</sup>, 2013.

The DDBBQ agrees to the following conditions:

**1) Property Utilization:**

- A. All activities must comply with applicable federal, state, and local laws and regulations.
- B. No activities are allowed which may create an unsafe environment to the public or to normal aeronautical use of the airport and must remain within the fenced in area as indicated on the attached aerial view map.
- C. That portion of the airport used for normal aviation activities (taxiways, runways, aircraft maneuvering areas, aircraft tie down areas) will not be used by the event or its participants.
- D. Any activity which interferes with or results in damage to the airport tenants' property will be the responsibility of the DDBBQ.
- E. When alcohol is present, it can be consumed only within the limitations of the designated area.

## 2) Insurance:

- A. Within 60 days of the signing of this agreement, the DDBBQ shall provide the Town of Washington with a certificate of insurance verifying that the DDBBQ has a **Comprehensive, General liability** and **Liquor liability** insurance policy covering the interests of the Town of Washington, Washington Island Airport and the DDBBQ against liability for any personal injury or property damage.
- B. Said insurance for this event shall be in the amount of One million dollars (\$ 1,000,000.<sup>00</sup>) per occurrence/ Three million dollars (\$3,000,000) total for all uses. The insurance provided shall name the Town of Washington as an additional insured.
- C. In addition, all vendors committing to and selling alcohol at the DDBBQ event shall provide The Town of Washington an individual **Liquor Liability Policy** which shall be for no less than One Million dollars (\$1,000,000.<sup>00</sup>) per occurrence / Three million dollars (\$3,000,000) for all uses.
- D. The DDBBQ and all associated vendors selling alcohol shall be responsible for procuring the proper licensing for such alcohol sales from the Town of Washington. Vending of alcoholic beverages will not occur without proper permits and indemnity in place prior to the day of the event.
- E. When alcohol is present, it can be consumed only within the limitations of the designated area.

## 3) Rental Payment:

- A. The user fee for the designated airport property shall be Six hundred dollars (\$600.00) payable to the Town of Washington. In lieu of the Six hundred dollar, a per head fee of \$1.00 may be charged to the attendees, with the total to be deposited to the Washington Island Airport Fund. If this approach is utilized, the DDBBQ will not be held responsible for the user fee of \$600.00.

continued

- B. The user fee does not include the costs of additional maintenance, personnel expenses or repair to damage at the Washington Island Airport as a result of the DDBBQ event.
- C. Any additional costs incurred through use of the airport for this event shall be the responsibility of the DDBBQ.

**4) Setup & Teardowns:**

- A. The DDBBQ shall not permit such setups or arrangements which interfere with the access of airport tenants to their personal property or impede the normal aviation activity at the Washington Island Airport.
- B. The DDBBQ shall be responsible to maintain the rented public property in a safe and clean condition.
- C. The Airport grounds shall be left in the condition as which it is found. Any damage *to tenant or Town* personal property shall be the responsibility of the DDBBQ.
- D. Trash shall be collected and removed from the property by the DDBBQ.
- E. Fencing installation and removal shall be the responsibility of the DDBBQ.
- F. Electrical sources shall be the responsibility of the DDBBQ. Electrical receptacles will not be used by the event which would incur additional costs to the airport.
- G. The DDBBQ event will have access to the restroom in the Airport Building facility and the remote pit-toilet facility however; it is the responsibility of the DDBBQ to provide additional portable sanitation units which will adequately support an event of this size.

## 5.) **Property Access Limitations:**

- A. The DDBBQ event will be held within the allocated fenced area.
- B. The DDBBQ will take measures to assure the event and attendants stay within the designated area for the safety of the public and the protection of the aviation personal property. Measures are to include fencing, signage, and barricades.
- C. This agreement will not include access to the Airport Building except by a designated pre-approved DDBBQ key holder who will have assigned keyed access to the garage area for the purpose of secure storage of a DDBBQ trailer for the duration of the event and the Airport Administrative Office for the purpose of conducting DDBBQ accounting business during the event. This key will be signed for at the Town Office and the condition and security of the building and its contents will be the responsibility of the designated key holder. He/She will be responsible for determining access to those portions of the building and be responsible for security of the building throughout the event.
- D. Access to Hangar #3 owned by Todd Waltrip may be utilized by the DDBBQ event as per attached letter of permission by the owner. This hangar will be fenced so as to be included within the event area and not to give access to the airfield.

## 6.) **Hold Harmless:**

The DDBBQ recognizes this event is a non-aviation event that in and of itself does not bring direct benefit to the aviation interest of the airport.

The DDBBQ recognizes the Washington Island Airport's primary purpose and use in agreement with FAA Order 5190.6B Airport Compliance Requirements is to the aeronautical users and tenants of the airport.

The DDBBQ recognizes the Washington Island Airport and Town of Washington's responsibility and commitment to protect the aeronautical use, activity and safety of the airport and its' users.

continued

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The DDBBQ recognizes that use of Washington Island Airport property for a non-aviation event is subject to approval by the Wisconsin Department of Transportation, Bureau of Aeronautics in accordance with FAA Order 5190.6b and all established guidance and policies associated with Grant Assurances entered into with the same agency.

Any damage to Airport property or incidents, activities which interferes with the use of the airport by airport users for airport purposes will result in denial of future use of the airport for non-aeronautical events.

The DDBBQ hereby agrees to save and hold harmless The Town of Washington and the Washington Island Airport, from all cost, injury and damage and from any other injury or damage to any person or property whatsoever which is caused by an activity, condition or event arising out of the DDBBQ Event.

Approved by the Town Board at the Town Board Meeting of \_\_\_\_\_, 2013.  
Date

**Town of Washington:**

\_\_\_\_\_  
Joel Gunnlaugsson  
Town Board Chairman

\_\_\_\_\_  
Date

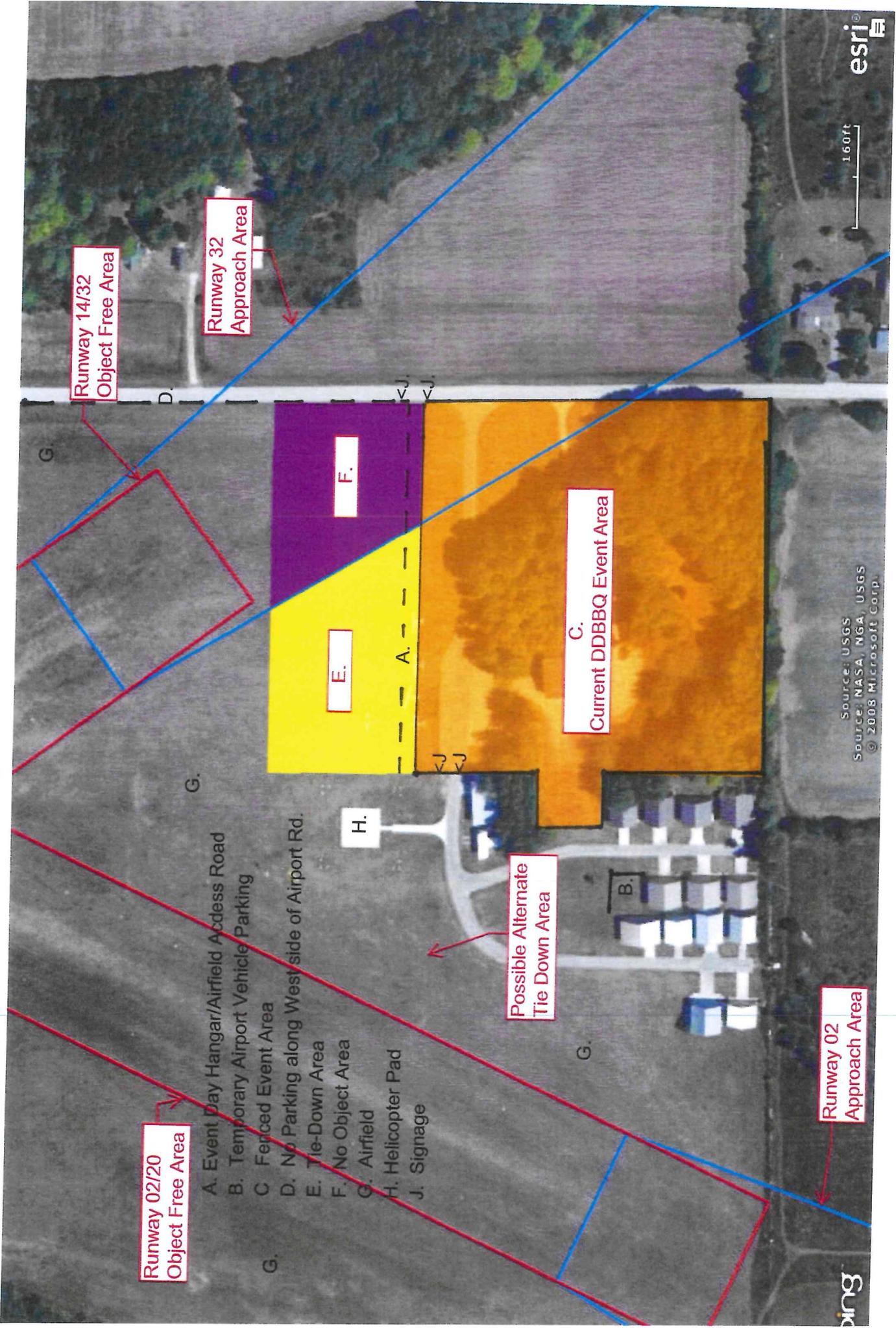
**DDBBQ:**

\_\_\_\_\_  
Authorized Representative

\_\_\_\_\_  
Date

\_\_\_\_\_  
Title

\_\_\_\_\_  
Print Name



Runway 02/20  
Object Free Area

- A. Event Day Hangar/Airfield Access Road
- B. Temporary Airport Vehicle Parking
- C. Fenced Event Area
- D. No Parking along West side of Airport Rd.
- E. Tie-Down Area
- F. No Object Area
- G. Airfield
- H. Helicopter Pad
- J. Signage

Possible Alternate  
Tie Down Area

C.  
Current DDBBQ Event Area

Runway 14/32  
Object Free Area

Runway 32  
Approach Area

Runway 02  
Approach Area

Source: USGS  
Source: NASA, NGA, USGS  
© 2008 Microsoft Corp.

1,600ft



**RECOMMENDATION  
of the  
Detroit Harbor Master Plan Steering Committee**

**June 19, 2013**

The Detroit Harbor Master Plan Steering Committee Recommends that the Town of Washington Adopt the June 3, 2013 Draft of the Detroit Harbor Enhancement Plan as prepared by Smith Group JJR with the changes noted on pages 1, 2, 4 & 24.

On page 1, add to index as an amendment “Technical Memorandum” from Smith Group JJR dated 3/4/13 of which a copy is attached. Page 2, sub point 4, change the word “Rebrands” to “Reaffirms”. Page 4, first paragraph, second last sentence – add text “and additional docking facilities” after “two marinas.” Page 24, rewrite the final sentence to read “The team recommends amenity improvements at the end of Main Road access only”, strike the remainder of the sentence.

*1<sup>st</sup> Motion made by Mike Kickbush, 2<sup>nd</sup> by Randy Sorensen that we recommend the Town of Washington Adopt the June 3, 2013 Draft of the Detroit Harbor Enhancement Plan as prepared by Smith Group JJR with the changes noted above.*

**VOTING YES:** Valerie Carpenter, Tim Garland, Michael G. Kickbush, Mary Marik, Lois Munao, Pete Petrie, Hoyt Purinton, Randy Sorenesen.

**MOTION PASSED UNANIMOUSLY!**

After many meetings and a great deal of public input, we have heard what the people do and do not want. I am most optimistic that the land that the tax payers want to improve and or hold can happen with multilateral support because of the process we have just concluded. And just as importantly, the land that needs to continue to be privately held can continue to do so based on the discussions we have just concluded as well.

Michael G. Kickbush AIA  
Chairman  
Detroit Harbor Master Plan Steering Committee

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Detroit Harbor Master Plan

SUBJECT

03.04.2013

DATE

1

PAGE

1

OF PAGES

Town of Washington, Washington Island,  
Wisconsin 54246

50566.000

PROJECT NO.

Michael Kickbush

TO

(414) 305-8984, (920) 847-2870

TELEPHONE NO.

Sent via Email

LOCATION

734.780.8964

FAX NO.

Ed Freer

FROM

608.251.1177

TELEPHONE NO.

Smithgroup JJR, Madison Wisconsin

LOCATION

FAX NO.

DISTRIBUTION

islandfibers@frontier.net; islandgirl@frontier.com; hoyt@wisferry.com; kirby.foss@gmail.com; tim@gardensbygarland.com; mary.marik@gmail.com; rgpetrie@wi.rr.com; louismunao@dcwis.com;; Hinrichs, Brian L <Brian.Hinrichs@Foth.com>; 'Michael Kickbush' <mkickbush@hotmail.com> [chairman@washingtonisland-wi.gov](mailto:chairman@washingtonisland-wi.gov), Bill Brose, Martha Eberle, Stacey Leonard, Heather Clifford

This Technical Memorandum summarizes the cost breakdown for the Ferry District representing the preferred elements discussed during the Telephone Conference Call with the Steering Committee on 01.23.2013.

Per our discussion the opinion of probable costs are separate from the written summary document to allow for flexibility in how the Town wants to use them. They can be used individually or combined.

These costs are summarized per major sub area of the Ferry District improvements and represent the opinion of probable cost at planning level of magnitude. They are not based on construction bid documents.

These numbers do not represent any costs that may be associated with real estate acquisitions, easement leases/acquisitions or environmental clean-up activities.

Opinion of Probable Costs for the following:

New Marina Breakwater		\$ 698,050
	[Bin Wall Construction, Top Surface Paved, Precast Curb, Lighting, Pedestrian Amenities]	
Renovated and Expanded Marina		\$4,551,400
	[Demolition, 124 new slips w/ head piers, Relocation of Fuel dock, Dredging, Utilities, Shoreline protection, Pedestrian Amenities, Specially Paved Overlooks, Pump Out]	
New Waterfront Park at Lobdell Point		\$1,144,000
	[New Boat Launch, Access Road, Beach Trail, Passive Beach Clean Up, Car Pkg, Boat Trailer Pkg, Rest Room/Fish Cleaning Station, Wash Down, Utilities, Landscape/Amenities]	
Standard Oil Dock Public Access/Fishing Pier		\$133,850
	[Perimeter treatment, New Paved Surfaces, Pedestrian Amenities, Landscaping, Lighting]	
Mobilization	[3%]	\$195,800
Contingency	[25%]	\$1,631,800
Design Fee/Permits	[15%]	\$979,100
Project Total		\$ 9,334,000

# SLATKY, WOLSKE & MEHN

ATTORNEYS AT LAW  
510 MAIN STREET  
P.O. BOX 146  
KEWAUNEE, WISCONSIN 54216-0146

WILLIAM J. WOLSKE  
KEITH A. MEHN

TELEPHONE  
(920) 388-2333

GLENN J. SLATKY, 1925 - 1999

[www.slatkywolskemehn.com](http://www.slatkywolskemehn.com)

June 18, 2013

Town of Washington  
Attn.: Joel R. Gunnlaugsson, Town Chairman  
910 Main Rd.  
P.O. Box 220  
Washington Island, WI 54246

Re: RD Loan

Dear Joel:

The Town of Washington is in the process of obtaining a loan from the Rural Development agency of the U.S. Department of Agriculture to expand the wastewater treatment facility. One of the loan requirements is that the Town have in place standards of conduct which shall govern the performance of its officers, employees or agents engaged in the award and administration of contracts supported by agency funds.

Accompanying this letter for your consideration is a proposed ordinance to regulate gifts and gratuities concerning the Town's officials, employees and agents. I prepared this ordinance in order to comply with the loan requirement that the Town have required standards of conduct.

Feel free to note directly on the proposed ordinance any suggested additions or revisions. Then scan the revised document and email it to me so that any necessary revisions can be made.

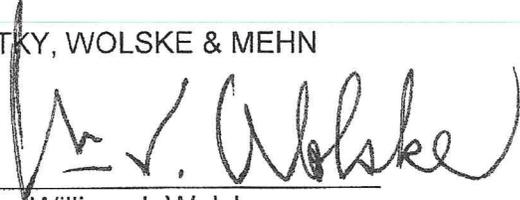
Assuming this ordinance is in proper form and content, please add it to the agenda for the next board meeting.

As soon as the ordinance has been adopted and published, please scan the signed original with the publishing date, and forward to me by email the copy of the adopted ordinance. I will forward a copy to Rural Development.

Call me if you have any questions concerning this ordinance.

Sincerely,

SLATKY, WOLSKE & MEHN

By   
William J. Wolske

WJW:srb/Enc.

cc: Jennifer L. Engel, Area Specialist, Rural Development  
Lu Beekman, Utility District Manager, Town of Washington  
Valerie Carpenter, Clerk/Treasurer, Town of Washington

ORDINANCE NO. 05-2013

AN ORDINANCE TO REGULATE GIFTS AND GRATUITIES  
TO PUBLIC OFFICIALS IN THE TOWN OF WASHINGTON

The town board of the Town of Washington, Door County, Wisconsin, do ordain as follows:

SECTION 1. Section 105-11 of the Code of Ordinances, Town of Washington, Washington Island, Wisconsin, is hereby created, as follows:

"Sec. 105-11. Gifts and Gratuities.

(a) Prohibitions.

- (1) No public employee or official shall receive, either directly or indirectly, any gift, gratuity or anything of value which he is not authorized to receive from any person, if such person:
  - a. Has or is seeking to obtain contractual or other business or financial relationships with such public employee's employer or the governmental body of the public official.
  - b. Conducts operations or activities which are regulated by such employee's employer or the governmental body of a public official.
  - c. Has interests which may be substantially affected by such public employee's employer or the governmental body of the public official.
- (2) The receipt of any gift, gratuity or anything of value as denoted above is contrary to the public policy of the town.
- (3) No employee, officer, official or agent of the town paid or unpaid shall participate in the selection, award, or administration of a contract if a conflict of interest, real or apparent, would be involved. This includes, but is not limited to, when the employee, officer, official or agent, any member of his immediate family, his partner, or an organization which employs, or is about to employ, any of the foregoing, has a financial or other interest in the firm selected for the award.
- (4) No employee, officer or agent of the town shall solicit or accept gratuities, favors or anything of monetary value from contractors, potential contractors, or parties to subagreements.

- (b) Investigation. Upon the sworn complaint of any person alleging facts which, if true, would constitute improper conduct under the provisions of this section, the town chairman shall direct two town supervisors to conduct an investigation of the facts of the complaint. If the investigation indicates there may be a reasonable basis for the complaint justifying further investigation, the town board shall conduct a public hearing in accordance with the common law requirements of due process including written notice, an opportunity to be heard, an opportunity to cross examine witnesses and to present testimony and other evidence in support of the accused's position and an opportunity to be represented by counsel or other representative at the expense of the accused. The town board shall make written findings of fact and issue a written decision concerning the propriety of the conduct of the subject official or employee.
- (c) Determination. A determination by the town board that an official's or employee's actions constitute improper conduct under the provisions of this section may constitute a cause for suspension, removal from office or employment, or other disciplinary action. In the event an employee covered under a collective bargaining agreement is allegedly involved in a violation of the provisions of this section, the terms and conditions set forth in the applicable collective bargaining agreement shall prevail in the administration and interpretation of the provisions of this section."

SECTION 2. All ordinances or parts of ordinances in conflict with the provisions of this ordinance are hereby repealed.

SECTION 3. This ordinance shall take effect upon passage and publication.

Introduced by Supervisor \_\_\_\_\_

Vote: For \_\_\_\_\_ Against \_\_\_\_\_ Abstain \_\_\_\_\_

Adopted this \_\_\_\_ day of \_\_\_\_\_, 2013.

TOWN OF WASHINGTON

\_\_\_\_\_  
Joel Gunnlaugsson, Chairman

ATTEST:

\_\_\_\_\_  
Valerie Carpenter, Town Clerk/Treasurer

Published: \_\_\_\_\_

# Resolution 2013-14

## Petitioning the Secretary of Transportation

### For Airport Improvement Aid

By The Town of Washington

Washington Island, Door County, Wisconsin

WHEREAS, the Town of Washington, Door County, Wisconsin hereinafter referred to as the Sponsor, being a municipal Body Corporate of the State of Wisconsin, is authorized by law (sec. 114.11, Wis. Stats.) to acquire, establish, construct, own, control, lease, equip, improve, maintain, and operate an airport, and

WHEREAS, the Sponsor desires to develop or improve the Washington Island Airport, Door County, Wisconsin,

#### **“PETITION FOR AIRPORT PROJECT”**

WHEREAS, airport users have consulted in formulation of the improvements included in this Resolution, and

WHEREAS, a public hearing was held prior to the adoption of this petition in accordance with Chapter 114.33(2) as amended, and a transcript of the hearing is transmitted with this petition, and

THEREFORE, BE IT RESOLVED, By the Sponsor that a petition for Federal and (or) State Aid in the following form is hereby approved:

The petitioner, desiring to sponsor an airport development project with Federal and State Aid or State Aid only, in accordance with the applicable State and Federal laws, respectfully represents and states:

1. That the airport, which it is desired to develop, should generally conform to the requirements for a general aviation airspace type airport as defined by the Federal Aviation Administration.
2. The character, extent, and kind of improvements desired under the project are as follows:
  - a. Install an AWOS (Automated Weather Observation System)
  - b. Install a PAPI (Precision Approach Path Indicator) on all four approaches.
  - c. Asphalt overlay for current parking area and existing taxiway areas.
  - d. Engineering and blacktop for current sod tie-down area.
  - e. Update and maintain the approach clearance pertaining to existing trees.
3. That the airport project, which your petitioner desires to sponsor, is necessary for the following reasons: to meet the existing and future needs of the airport.

WHEREAS, it is recognized that the improvements petitioned for as listed will be funded individually or collectively as funds are available, with specific project costs to be approved as work is authorized, the proportionate cost of the airport development projects described above which are to be paid by the Sponsor to the Secretary of the Wisconsin Department of Transportation (hereinafter referred to as the Secretary) to be held in trust for the purposes of the project; any unneeded and unspent balance after the project is completed is to be returned to the Sponsor to the Secretary; the Sponsor will make available any additional monies that may

be found necessary, upon request of the Secretary, to complete the project as described above; the Secretary, shall have the right to suspend or discontinue the project at any time additional monies are found to be necessary by the Secretary, and the Sponsor does not provide the same; in the event the sponsor unilaterally terminates the project, all reasonable federal and state expenditures related to the project shall be paid by the sponsor; and

WHEREAS, the Sponsor is required by law (sec. 114.32(5), Wis. Stats) to designate the Secretary as its agent to accept, receive, receipt for and disburse any funds granted by the United States under the federal Airport and Airway Improvement Act, and is authorized by law to designate the Secretary as its agent for other purposes.

THEREFORE, BE IT RESOLVED, by the Sponsor that the Secretary is hereby designated as its agent and is requested to agree to act as such in matters relating to the airport development project described above, and is hereby authorized as its agent to make all arrangements for the development and final acceptance of the completed project whether by contract, agreement, force account or otherwise; and particularly, to accept, receive, receipt for and disburse federal monies or other monies, either public or private, for the acquisition, construction, improvement, maintenance and operation of the airport, and to acquire property or interests in property by purchase, gift, lease, or eminent domain under chapter 32 of the Wisconsin Statutes; and, to supervise the work of any engineer, appraiser, negotiator, contractor or other person employed by the Secretary; and, to execute any assurances or other documents required or requested by any agency of the federal government and to comply with all federal and state laws, rules, and regulations relating to airport development projects.

FURTHER, the Sponsor requests that the Secretary provide, per Section 114.33(8)(a) of the Wis. Stats., that the Sponsor may acquire certain parts of the required land or interests in land that the Secretary shall find necessary to complete the aforesaid project.

#### **“AIRPORT OWNER ASSURANCES”**

AND BE IT FURTHER RESOLVED that the Sponsor agrees to maintain and operate the airport in accordance with certain conditions established in Chapter Trans 55, Wisconsin Administrative Code, or in accordance with Sponsor assurances enumerated in a Federal Grant Agreement.

AND BE IT FURTHER RESOLVED THAT Joel Gunnlaugsson, Town Board Chairman is authorized to sign and execute the Agency Agreement and Federal Block Grant Owner Assurances authorized by this Resolution.

RESOLUTION INTRODUCED BY: Joel Gunnlaugsson, Town Board Chairman

Mike Berger, W.I. Airport Committee Chairman

#### **CERTIFICATION**

I, Valerie Carpenter, Clerk of The Town of Washington, Wisconsin, do hereby certify that the foregoing is a correct copy of a Resolution introduced at a Special Town Board Meeting of the Town Board on June 25<sup>th</sup>, 2013, adopted by a majority vote, and recorded in the minutes of said meeting.

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Valerie Carpenter, Clerk

NOTICE OF PUBLIC HEARING  
IN THE MATTER OF STATE AND FEDERAL AID  
FOR THE IMPROVEMENT AT  
THE WASHINGTON ISLAND AIRPORT  
TOWN OF WASHINGTON, DOOR COUNTY, WISCONSIN

The Town of Washington, County of Door, Wisconsin, is considering petitioning the State of Wisconsin, Department of Transportation, for state and federal aid to undertake the following development at the Washington Island:

1. Install an AWOS (Automated Weather Observation System).
2. Install a PAPI (Precision Approach Path Indicator) on all four approaches.
3. Asphalt overlay for current parking area and existing taxiway areas.
4. Engineering and blacktop for current sod tie-down area.
5. Update and maintain the approach clearance pertaining to existing trees.

Notice is hereby given that the Town of Washington, County of Door, Wisconsin, will hold a public hearing on Tuesday, June 25th, 2013 at 7:00 p.m. in the Gymnasium at the Community Center on Main Road.

All interested persons are invited to attend and present their views on the need for the proposed airport development.

Parking for persons with disabilities, an accessible entrance at the gym door and wheel chairs are available at the building. Please call the Town office at (920)847-2522 between 8:00 a.m. and 12 o'clock (noon) at least one day in advance of the meeting to make specific accessibility requests.

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Joel Gunnlaugsson, Town Chairman

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Valerie Carpenter, Town Clerk