



TOWN OF EAST TROY, WALWORTH COUNTY WI
REGULAR TOWN BOARD MEETING
October 14, 2024 at 6:30 P.M.
N9330 Stewart School Rd., East Troy WI 53120

AGENDA

ALL ITEMS LISTED ARE UP FOR DISCUSSION, CONSIDERATION, DELIBERATION AND POSSIBLE FORMAL ACTION

1. Call to Order/Roll Call
2. Pledge of Allegiance
3. Approval of Meeting Agenda
4. Certification of Compliance of Open Meeting Law
 - Presentation from Members of the East Troy Community School District Board on the Referendum Question which is on the November 5, 2024 Ballot
5. Minutes of Previous Session, Special Meetings and Planning Commission
6. Clerk/Treasurer's Report – Clerk/Treasurer Buchanan
7. Public Comments

Please be advised per State Statute § 19.84(2), information may be received from the public. Comments are limited to a four-minute time period, per person. Be further advised that there may be limited discussion on the information received; however, no action will be taken under public comments.
8. Reports of Committees
 - A. Chairperson and/or Supervisor Reports
 1. Chairman's Meeting Report – Chairman Klarkowski
 2. Supervisor Activity Report – Supervisor Church
 - B. Media/IT Report – Web Administrator Olson
 - C. Department of Public Works – DPW Superintendent Scheel
 - D. Police Report – Chief Gorecki
 1. Approve promotion of Lt. Runge to Deputy Chief
 - E. ETAESD Report – Supervisor Church
 - F. Park Committee Report – Supervisor Reyes
 - G. Booth Lake Memorial Park Report – Supervisor Reyes
 - H. Lake Beulah Management District Report – Rep. Greg Thomas
 - I. Recycling Committee Report – Rep. John Murphy
 - J. Library Report – Rep. John Murphy for Kristina Murphy
 - K. Planning Commission Report – Supervisor Jahner
 1. Motion to approve Planning Commission's recommendation and approve the Variance Request for PET1400005G, at N8700 Sky Lane, Edward Rumph – owner/applicant
 2. Motion to approve the Rezone Request for PET1800006A at N8828 Stringers Bridge Road, by West Rod Cottage Industries LLC – owner, John Stoss – applicant
9. Unfinished Business
 - A. Discussion and possible Scheduling of date for Public Hearing on consideration of Special Permit under TET Ordinance 16.05.180 to allow operation of an aircraft on the waters of Lake Beulah
 - B. Approve Baker Tilly Proposal for Auditing Services – three (3) year term
10. New Business
 - A. Approve proposal for 2025 Groundwater Consulting Services from Mead & Hunt
 - B. Motion to allow Supervisor Church to possibly appear virtually for November 18, 2024 Meeting and authorize Atty. Mills to draft a policy for a Town Board member to appear virtually in extenuating circumstances
 - C. Approve Snow Plowing Charge for 2024-2025 Season and authorize Attorney to draft resolution to place Special Charge on the 2024 Tax Bills

D. Approve Johns Disposal Service proposal for new five (5) year contract and authorize Atty. Mills to prepare a resolution for the Garbage charge to appear on the 2024 Tax Bills

E. Approve State/Municipal Agreement for Beach Road Bridge

11. Attorney's Report – Attorney Mills

12. Licenses and Special Event Permits – Clerk/Treasurer Buchanan

13. Special and Pending Meetings – Clerk/Treasurer Buchanan

14. Review Bills for Payment

15. Adjourn

Persons with Disabilities who need accommodation to attend the meeting should contact the Town Clerk at this address as soon as possible: N9330 Stewart School Rd., East Troy WI 53120 or call 262-642-5386.



EAST TROY
COMMUNITY SCHOOL DISTRICT

A Great Place to Learn & A Great Place to Work





Meeting the Facilities Challenge: A Call to Action

East Troy Community School District **does not have sustainable, predictable, stable funding** within the state-established revenue limits. **Thus, large-scale facility repairs/replacements** have been deferred and cannot be paid out of a limited building and grounds annual operational budget. While we are proud of the preventative maintenance plans and efforts at addressing some facility project needs each year, and recognizing the employees within the building and grounds department work extremely hard, there are more large scale projects that can not be addressed.



What steps were taken to help identify the facility needs?

- **Spring of 2022:** Performance Services, Inc conducts a facilities study and identifies 113 improvement projects
- **April 2023:** Successful passing of 3-year non-recurring Operational Referendum prior to addressing deferred large scale maintenance projects
- **December 2023:** Community Facilities Advisory Group (CFAC) was formed with 25 members
- **June 2024:** A community survey was sent to residents ([Survey Results](#))
- **August 2024:** Board approval of resolution

Referendum Question



Shall the East Troy Community School District, Walworth and Waukesha Counties, Wisconsin be authorized to issue pursuant to Chapter 67 of the Wisconsin Statutes, general obligation bonds in an amount not to exceed \$19,400,000 for the public purpose of paying the cost of a school facility improvement project consisting of: capital maintenance, safety, security, renovations, building infrastructure and site improvements at the High School, Middle School and Prairie View Elementary School; improvements to the bus garage and site; and acquisition of furnishings, fixtures and equipment?



- Middle School secure entry & traffic flow (including student drop-off reconfiguration)
- Prairie View secure entry



Prairie View

- Critical mechanical equipment
- Roof replacements
- Repair upper gym wall
- Replace windows

Middle School

- Roof replacements

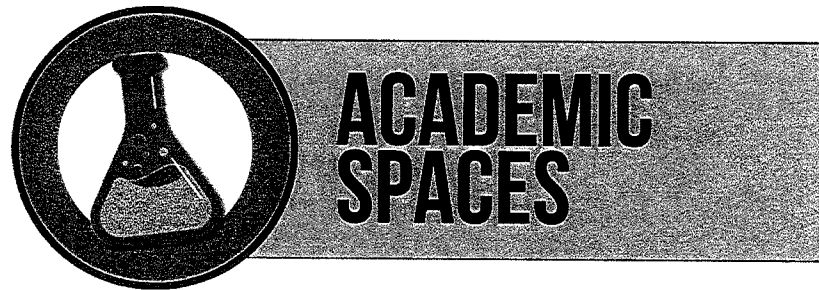
High School

- Repairs critical HVAC equipment
(Replacement when repairs cannot be made)
- Roof replacements

Bus Garage

- Asphalt replacement (*It is the Board of Education's intention, if additional funds are available, to complete other critical projects at the bus garage and site*)

An approved referendum will address essential replacements or repairs to several building systems - like roofs, heating and cooling units, and safe entry sequences.

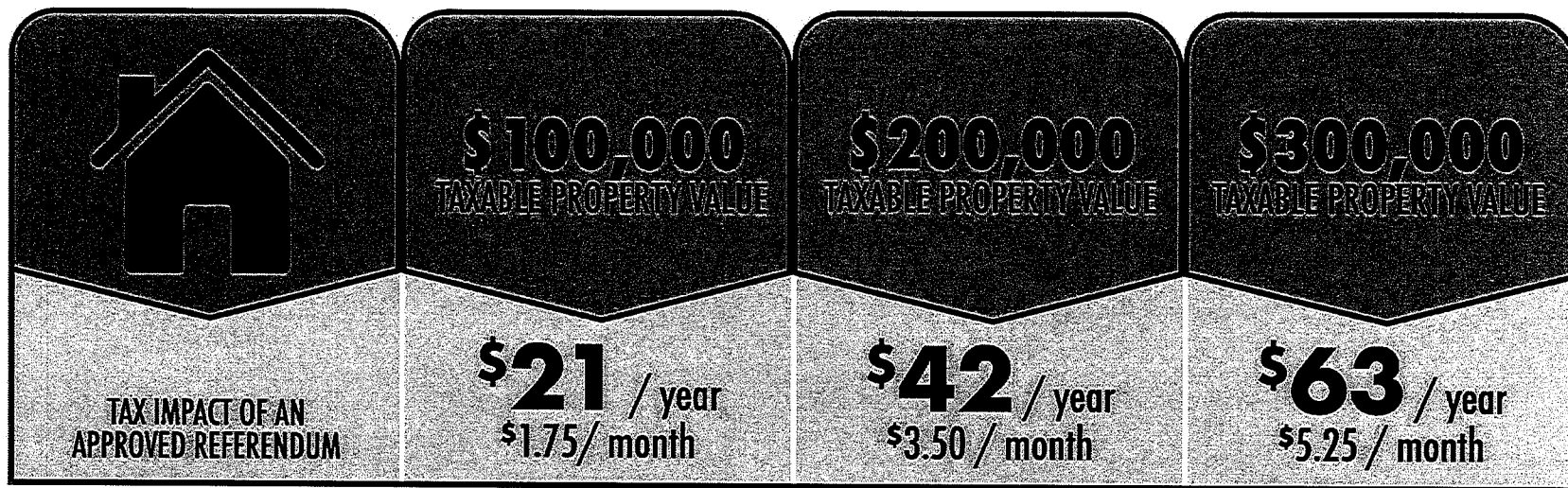


Middle School Science Lab Improvements

- An approved referendum will address the outdated science area in the Middle School - something critical to all students' education.

[Full Project List >](#)

Projected Tax Impact of an Approved Referendum



Assumptions: One or two 20-year borrowings amortized using planning interest rates ranging from 4.25%-4.75%. Mill rate based on the 2023 Equalized Valuation (TID-OUT) of \$2,591,158,234 with annual growth of 3.80% in 2024, 3.00% in 2025, 2.00% in 2026, and 1.00% thereafter. Does not include state aid impact (loss). Assumes District is at Hold-Harmless limit without new debt issuance.

WHY Now?



This referendum is essential if the residents want the schools to continue the excellent education that families of this District value. The most recent family survey results indicate a 91% satisfaction rate towards the District's focus on the 6 Cs (creativity, critical thinking, collaboration, communication, content, and curiosity) for learning.

Without a capital referendum, the time has come when avoiding reductions to programs can no longer take priority over fixing our buildings.

More is needed, but we heard you: Survey results told the district to ask only for the essential and most critical needs and to be aware of the tax impact.

Schools reflect the pride and potential of a community. We ask every eligible voter to cast an informed vote on the November 5 East Troy School District ballot question.

Resources



- [Capital Referendum 2024 homepage](#)
- [ETCSD Board Approves \\$19.4 Million Capital Referendum for November 5 Ballot \(press release\)](#)
- [Capital Referendum FAQs](#)
- [Project List](#)
- [Tax Impact Chart](#)

Official Town of East Troy Town Board Minutes

Regular Meeting

Monday, September 9, 2024

The meeting was called to order at 6:30 pm by Chairman Klarkowski. Supervisors Church, Reyes, Leonard and Jahner were in attendance. Clerk/Treasurer Buchanan, Deputy Clerk/Treasurer Loth, Attorney Mills, Chief Gorecki, DPW Superintendent Scheel and approximately 28 residents/guests were present.

The Pledge of Allegiance was recited.

Clerk/Treasurer Buchanan affirmed that the meeting was posted in compliance with Open Meeting Law.

Motion by Supervisor Church, seconded by Supervisor Leonard, to approve the agenda as amended. Motion passed unanimously.

Meeting Minute Approval

- Motion by Supervisor Church, seconded by Supervisor Leonard, to approve the minutes of the August 19, 2024 Regular Town Board Meeting as amended. Motion passed unanimously.
- Motion by Supervisor Reyes, seconded by Supervisor Leonard, to approve the minutes of the August 19, 2024 Special Town Board Meeting as presented. Motion passed unanimously.
- Motion by Supervisor Church, seconded by Supervisor Reyes to approve the Planning Commission minutes for June 5, 2024 as amended. Motion passed unanimously.

Treasurer's Report – Clerk/Treasurer Buchanan

- Motion by Supervisor Reyes, seconded by Supervisor Church, to approve the August Treasurer's report as presented. Motion passed unanimously.

Clerk's Report – Clerk/Treasurer Buchanan – report submitted

- 1) Meetings in August – Agendas, postings, prep and Board info received and provided
- 2) July month end accounting and Treasurer's report
- 3) Prepare Municipal Court Checks to distribute July 2024 court payments
- 4) Air Conditioning went out in office portion of the Town Hall 😞 Todd set us up with fans 😊 Unit had to be completely replaced
- 5) Prepare Test Deck for Partisan Primary – basically like five separate elections in one
- 6) Test ICE Voting Equipment and prepare for Election
- 7) Call and Schedule Election Inspectors for August 13, 2024 election
- 8) Prepare Tally Sheets and forms for Primary Election – Two sets - one for Wards 1-6 and one for Ward 7 (Different Congressional Districts)
- 9) Prepare and train Elections Inspectors
- 10) Set-up meeting room for election – including Badger Books
- 11) Research on Auditing firms used locally and in other Muni's in the state
- 12) August 13, 2024 - 1286 Voters including 16 EDR's and 349 Absentee for Partisan Primary – 43% Turnout
- 13) Attended WI Municipal Clerk's conference – taught sessions of the New Clerk's Class (approx. 70 – 80 attendees) and attended sessions on Liquor Licensing Updates – Act 73, Sh%t Happens - Election Day Issues and Management, Local Program Overview – TEA, GTA and LRIP, How to Address the First Amendment Warriors and WEC – Election Updates
- 14) Draft employee contract for new DPW Employee- Atty. Mills reviewed
- 15) Prepared new employee benefit packet
- 16) August Settlement Received \$545,524.33 from Walworth County and JE for same

- 17) Consulted with County Clerk to order November ballots, four different ballot styles – East Troy School District, Mukwonago School District, Ward 7 – different Congressional District and Ward 6 – not in East Troy School District. Burlington School District is postponing their referendum until April of 2025
- 18) Manage on almost daily basis incoming absentee ballot applications for General Election
- 19) Regular Stuff ☺

Public Comments

- Jennifer Torsch, W9174 Humphrey Lane. She spoke against the West Rod Cottage Industries proposal for development on Stringers Bridge Road at W. She was concerned for the ecology of the lake.
- Pat Bergin, W1950 Pastime Lane. Came forward as President of the Lake Beulah Management District and wanted to make four points; where West Rod Cottage Industries is proposing development is a sensitive area of the lake and does not believe it fits in with C2 zoning; zoning code test is not passed; pointed out the difference between piers being grandfathered on the lake verses number of boats being grandfathered at a property.
- Tom VanDenBogart, W2035 Beulah Heights Road. Voiced his agreement with the concerns regarding the development by West Rod Cottage Industries and believes it would set a statewide precedent.
- John Stoss, N8831 Stringers Bridge Road. Complimented the Town of East Troy Police Department and would like the Town Board to put more money in their budget so that our full-time officers would be able to spend more time also patrolling the lakes versus part time officers filling that role. He also stated that he is not asking for any C4 zoning to be changed. They would like from the wetland delineation, north, is what is being discussed for the rezone change. He also stated that per the DNR, that what a person had on their property as of April 17, 2012 for piers, wharfs, moorings/boat slips are grandfathered.
- Carla Giorgi, N8590 Stringers Bridge Road. Would like to see some documentation of any damage to the lake cause by the boats that have come from their property at N8828 Stringers Bridge Road.
- John Becker, W1958 Pastime Lane. He noted that the application presented to the Planning Commission for action did not note a C4 to C2 split zoning. Also noted a citation to owner of N8828 Stringers Bridge Road for operating a marina in addition to other issues with regard to the use of the property.
- Bernard Bong, N8634 Stringers Bridge Road. He would like to see the Town look into Walworth County enforcement of the zoning code. He further questioned why the county is not enforcing what is going on at various properties around the county.
- Carla Giorgi, N8590 Stringers Bridge Road. Stated that they can have personal property on their property and that is why they have not been cited by Walworth County Zoning.

Committee/Department Reports

Chairperson's Report for Chairman Klarkowski – report submitted

- 08/22/2024 Meeting with Town Resident on Town Development Issues.
- 08/24/2024 LBPIA Meeting, Lake Beulah Issues.
- 08/20/2024 Tri-Troy Executive Committee Meeting
- Prep for full meeting of the Boards on 8/27/2024
- Booth Lake Memorial Park Budgeting
- ETAESD Operations and Equipment
- Community Challenges
- 08/27/2024 Tri-Troy, full Boards Meeting

Also, an atypical month with about 35 phone calls from the residents on land development and general Town issues. Sign contracts, agreements and checks.

Activity Report for Supervisor Church – report submitted

- August 1 ETAESD Special Meeting
- August 15 Prepare agenda for ETAESD meeting of August 20
- August 20 ETAESD August Board Meeting and ETAESD Budget Workshop
- August 24 LBPIA Meeting
- August 27 Tri Troy Meeting
- August 30 sign checks for ETAESD

Media/IT (Public Relations Report) – Web Administrator Olson - monthly report provided

- Town of East Troy Website Overview: We currently have 386 subscribers (up 3). All of these residents are receiving text message and/or email notifications of agendas, packets, news and notices including the newsletters on the day of publication.
- YouTube feed: We currently have 63 subscribers (up 4). There are 63 live streams.
- Facebook Overview: We have over 1269 followers (up 16).

Department of Public Works – Superintendent Scheel –report submitted

Not much to report, it has only been 3 weeks since last meeting.

- We had to have Arbor Images take down 5 trees from this summer storms due to where they were and located.
- Have been doing lots of roadside brush cutting.
- Started roadside mowing again.
- Painted the wall down at the Boat Launch.
- Mid-State Construction started the rehab on the Main Sewer lift station but have run into a problem with Walworth County Zoning.
- Have been in contact with the Village of East Troy and the Town of Troy for compost site use. We are just waiting on the Village Attorney for a draft of a contract. They are willing to share costs of the brush grinding and staffing of it on the open weekends. DPW Superintendent Scheel is working with the Village of East Troy on a contract.
- Getting ready to start our summer road work on September 9th. NOTE: Road work has begun.
- The Town has been receiving payments for road damage that was assessed to four home owners on South Shore Drive.
- Motion by Supervisor Church, seconded by Supervisor Leonard, to approve the ARPA funds expenditure with Spartan Coatings in the amount of \$5000 for a floor treatment in the Police Garage. Motion passed 4/0. Supervisor Reyes recused herself.
- DPW Superintendent Scheel is working diligently to find a contractor to do the repairs on Stringers Bridge Road culvert. It will be scheduled as a project for 2025.

Police Report – Police Chief Gorecki - report submitted

- Year to date calls for service is 7286. Lieutenant Runge applied for and was awarded a grant from WE Energies and the funds will be used for the purchase of an AED.
- Police Chief Gorecki noted that the DNR will only pay straight wages for certified officers doing Boat Patrol and if our full-time officers were to also work Boat Patrol, it would be overtime for them and that is why we utilize part time officers for that.

ETAESD Report – Supervisor Church - report submitted

- The ETAESD's Fire & Rescue (ETFR) Department responded to:
 - There were 24 Fire-related calls in the month of August. 12 of the 24 calls were in the Town.
 - There have been 138 Fire calls so far in 2024.
 - There were 99 EMS calls in the month of August. 34 of the 99 calls were in the Town.
 - There have been 612 EMS calls so far in 2024.

- The ETAESD took possession of the E-1 Mini Pumper. The vehicle will replace the 1998 Pierce that had been the department's back-up engine. The Village signed the financing papers and both the Towns of East Troy and Spring Prairie signed agreements with the Village to purchase this piece of equipment.
- The East Troy Fire & Rescue Held its annual Open House on September 7th. We would like to thank the Town of East Troy Police Department for participating at the Open House. The event was well attended.
- Chief DeGaro received information from the Village of East Troy that there will be a virtual webinar held by the League of Municipalities regarding Police and Fire Commissions. Attendees will learn about the powers and duties of the Police and Fire Commission (PFC), Open Meetings and Public Records Laws, conducting disciplinary hearings, and hiring police and firing of personnel. I will be a participant in this class in an effort to prepare the ETAESD becoming a Fire Commission.
- The Department has also transitioned from ProHealth to Aurora for its Medical Direction. The Department's paramedics will be training with Aurora this month. Upon completion of their training and receipt of all the supplies necessary, the East Troy Fire & Rescue expects to begin operating at a paramedic level and thereby reducing the necessity of intercepts.
- The next ETAESD meeting has been scheduled for September 17, 2024 at 5:00 P.M. at the Fire House. The ETAESD 2025 Budget Workshop will immediately follow the Board Meeting.
- Chief DeGaro informed the Board that the 1998 Pierce (back-up engine) had its transmission fail. The estimated cost to repair is \$23,000. At the August 1 Special ETAESD Board Meeting, Chief DeGaro presented options regarding the 1998 Pierce. Upon board discussion, the Trustees determined they would need further direction from the municipalities before proceeding. Additionally, the Trustees were informed that the Fire House had been flooded by an improperly functioning urinal. Flooring and drywall sustained damage and would need to be replaced. An insurance claim was filed.
- Supervisor Church noted that services offered will be advancing to a higher level of skilled care as there will be a paramedic on each shift and the services, they can provide will commensurate with a paramedic level of care; i.e. medications, airway interventions and more.
- There was a flood at the firehouse; insurance has been filed and the Open House has been postponed to September 7, 2024 from 11 am – 4 pm. NOTE: The Open House went well and thanked Supervisor Leonard and Officer Jagielski for being part of the Open House.

Park Committee Report – Supervisor Reyes – no report

Booth Lake Memorial Park – Supervisor Reyes

- The park had a very strong season.
- The rates were increased and more boat slips were added.
- The 2025 budget has been approved by the park board and needs Town approval.
 - Motion by Supervisor Reyes, seconded by Supervisor Church, to approve the Booth Lake Memorial Park 2025 Budget as presented. Motion passed unanimously.

Lake Beulah Management District (LBMD) – Rep. Greg Thomas

- Newsletter - The Lake Beulah Management District newsletter will be merged with the Lake Beulah Protection and Improvement Association's Spring Newsletter.
- Lake Beulah Protection and Improvement Association - The Association has a new name...Protect Lake Beulah – PLB.
- Walleye and Small Mouth Bass fish release in the Fall.
- A Special meeting was held at James Byrnes Memorial Park to discuss the *Resilience and Vulnerability of Lake Beulah: Past, Present and Future*. Issues discussed were Water Patrol Enforcement (Lt Runge short on staff, DNR does not fund Overtime), Boat disturbance of Lake Bottom. Destruction of spawning beds, fish habitat, Training Requirements to operate a boat, Know your Lake topography (issue Maps), Geneva Lake – Blue-Green algae/Mussel issue.
- Rezoning at N8828 Stringers Bridge Road
 - This rezoning was not approved by the Planning Commission at the September 4, 2024 meeting.

- The current C-4 District is not a random configuration or mistake but follows the shape, contours of the land and was seen as an important factor conserving and protecting both the Lake's groundwater resurgence, the documented Wetlands along the lake shore and the Sensitive Area No.7 of Lake Beulah designated by the DNR in 1994. This Sensitive Area is reinforced by the DNR which further classified the Area as an Area of Special Natural Resource Interest, or ASNRI.

Recycling Committee Report – John Murphy

- E-Cycle event is October 5 here at the Town Hall from 9am-2pm.
- The Recycling Grant is due October 1, 2024.

Library Report – John Murphy for Kristina Murphy – no report

Planning Commission Report – Supervisor Jahner

- Motion by Supervisor Jahner, seconded by Supervisor Leonard, to approve the Planning Commission's recommendation to deny the Rezone Request for PET1800006A at N8828 Stringers Bridge Road, by West Rod Cottage Industries LLC – owner, John Stoss – applicant. Roll call vote: Chairman Klarkowski, aye; Supervisor Church, aye; Supervisor Reyes, nay; Supervisor Leonard, nay; Supervisor Jahner, nay. Motion fails 3/2.
- Motion by Supervisor Jahner, seconded by Supervisor Leonard, to approve the Planning Commission's recommendation to approve the Variance Request for PA106500001 at W1138 Spleas Skoney Rd., Town of East Troy Sanitary District #2 - owner, Chuck Decker – applicant.
 - Motion by Supervisor Jahner, seconded by Chairman Klarkowski, to withdraw the motion to approve the Planning Commission's recommendation to approve the Variance Request for PA106500001 at W1138 Spleas Skoney Rd., Town of East Troy Sanitary District #2 - owner, Chuck Decker – applicant. Motion passed unanimously.
 - Motion by Supervisor Jahner, seconded by Supervisor Leonard, to approve the Planning Commission's recommendation to approve the Variance Request for PA106500001 at W1138 Spleas Skoney Rd., Town of East Troy Sanitary District #2 - owner, Chuck Decker – applicant, adopting the Planning Commissions reasons for approval as stated in the resolution. Motion passed unanimously.
- Motion by Supervisor Jahner, seconded by Supervisor Church, to approve the Planning Commission's recommendation to approve the Rezone Request and CSM for PET3100007, a lot on Swoboda Road, by William & Pamela Burki – owner/applicant, adopting the Planning Commissions reasons for approval as stated in the resolution. Motion passed unanimously.

Unfinished Business

- Motion by Supervisor Reyes, seconded by Supervisor Leonard, to approve the letter to Captain Josh Stagg, Chairman of the Walworth County Safety Commission, regarding the safety of the public at the intersection of County Trunk Highway L, Stone School Road, and East Miramar Drive. The intersection has been a site of many accidents and near misses. The Town of East Troy Town Board respectfully requests a review of the current speed limits and signage at the intersection to enhance vehicle safety. Motion passed unanimously.
- Motion by Supervisor Church, seconded by Supervisor Reyes, to table the approval of the Baker Tilly Proposal for Auditing Services until October Regular Town Board Meeting. Motion passed unanimously.

New Business

- Motion by Supervisor Church, seconded by Supervisor Reyes, to hold a public hearing to get the publics input on allowing a special permit to operate an aircraft on the waters of Lake Beulah. Roll call vote: Chairman Klarkowski, nay; Supervisor Church, aye; Supervisor Reyes, aye; Supervisor Leonard, aye; Supervisor Jahner, aye. Motion passed 4/1.

Attorney's Report – Attorney Mills

- Motion by Supervisor Church, seconded by Supervisor Leonard, to waive the second reading of Ordinance 2024-8 Amending No Parking Zones. Motion passed unanimously.
 - Motion by Supervisor Leonard, seconded by Supervisor Reyes, to approve Ordinance 2024-8 Amending No Parking Zones. Motion passed unanimously.
- Motion by Supervisor Leonard, seconded by Supervisor Church, to waive the second reading of Ordinance 2024-9 Recreating Special Events Permit Ordinance. Motion passed unanimously.
 - Motion by Supervisor Leonard, seconded by Supervisor Jahner, to approve Ordinance 2024-9 Recreating Special Events Permit Ordinance. Motion passed unanimously.

Licenses and Special Event Permits – Clerk/Treasurer Buchanan - none

Special and Pending Meetings

- | | | |
|------------------------|--------------|--|
| • September 16, 2024 | 5:30-7:30 pm | Budget Workshop |
| • September 19, 2024 | | Statutory Deadline for the mailing of Absentee Ballots for the 2024 General Election |
| • October 2 & 16, 2024 | 6:30 pm | Planning Commission |
| • October 5, 2024 | 9am -2pm | E-Cycle event at the Town Hall |
| • October 9, 2024 | 5:30 pm | Budget Workshop |
| • October 14, 2024 | 6:30 pm | Town Board Meeting |
| • October 21, 2024 | 5:30 pm | Budget Workshop |
| • October 22-25, 2024 | 8am-4pm | In Person Absentee Voting |
| • October 28-31, 2024 | 8am-6pm | In Person Absentee Voting |
| • November 1, 2024 | 8am-6pm | In Person Absentee Voting |
| • November 4, 2024 | 5:30 pm | Park Committee Meeting |

Chairman Klarkowski stated that the purpose of the closed session is to discuss Police Department personnel matters pursuant to §19.85(1)(c).

Motion by Supervisor Church, seconded by Supervisor Leonard, to adjourn to Closed Session at 9:13 pm pursuant to Wis §19.85(1)(c) to discuss Police Department personnel matter. Roll call vote: Chairman Klarkowski, aye; Supervisor Church, aye; Supervisor Reyes, aye; Supervisor Leonard, aye; Supervisor Jahner, aye. Motion passes 5/0.

Motion by Supervisor Leonard, seconded by Chairman Klarkowski, to adjourn closed session at 9:27 pm. Roll call vote: Chairman Klarkowski, aye; Supervisor Church, aye; Supervisor Reyes, aye; Supervisor Leonard, aye; Supervisor Jahner, aye. Motion passes 5/0.

Motion by Supervisor Church, seconded by Supervisor Reyes, to adjourn this Regular Town Board meeting at 9:28. Motion passed unanimously.

Review Bills for Payment

Respectfully Submitted by
Jean Loth
Deputy Clerk/Treasurer

Clerk/Treasurer Report
Kim Buchanan, WCMC
September 2024

- 1) Meetings in September – Agendas, postings, prep and Board info received and provided
- 2) August month end accounting and Treasurer's report
- 3) Prepare Municipal Court Checks to distribute August 2024 court payments
- 4) Review Park and Rec invoice from VET for any corrections
- 5) Set In-person Absentee Voting hours after discussion with Jean and posted those hours on WisVote
- 6) Enroll new employee in WRS and Health Insurance
- 7) Prepared Budget schedule memo and budget worksheets for Board and Department heads
- 8) Manage on daily basis incoming absentee ballot applications for General Election and voter registrations – both on-line and in-person
- 9) Completed Selection Sheet from ABT Mailcom for tax bill insert printing
- 10) Complete Reconciliation and tasks for August 13 2024 Partisan Primary
- 11) Sent Ordinance notice to ET Times
- 12) Post Budget Workshops at Posting locations and on website
- 13) Met with Aflac Representative regarding invoicing issue
- 14) Issued/Mailed Absentee Ballots by statutory deadline to 287 voters including Military and Overseas
- 15) Budget Preparations – Budget Packets for Department Heads and Town Board, 2024
Spreadsheets – Salaries, Retirement, Health and Life, Vendor Letters, Levy Limit worksheet, and TET Debt Payment Schedule (was done previously)
- 16) Prepare and Submit 2024 Recycling Grant application
- 17) Completed Entitlement Worksheet for the Municipal Services Payment Program and submitted to the WI Dept. of Administration
- 18) Attended WTA Fall Workshop – Sessions on Budget and Levy Adoption procedures, Levy Limit worksheet, Meeting Notices, Agendas and Minutes, Year in the Life of a Clerk – statutory duties and requirements
- 19) Poll List maintenance - Address Voter Registration alerts
- 20) Regular Stuff 😊

TOWN OF EAST TROY

SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FUND 100 - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
GENERAL TAXES	545,976.73	1,335,387.44	1,330,136.16	5,251.28	100.39
INTERGOVERNMENTAL REVENUES	(37,960.85)	186,936.38	422,169.69	(235,233.31)	44.28
LICENSES & PERMITS	6,700.60	124,035.53	120,600.00	3,435.53	102.85
FINES, FORFEITURES & PENALTIES	8,374.32	62,552.86	100,000.00	(37,447.14)	62.55
PUBLIC CHARGES FOR SERVICES	5,974.83	520,959.07	532,869.22	(11,910.15)	97.76
INTERGOVERNMENTAL CHARGES	321.74	4,019.17	10,000.00	(5,980.83)	40.19
MISC REVENUE/RESERVE FUNDS	13,817.91	142,038.26	135,990.16	6,048.10	104.45
OTHER FINANCING SOURCES	.10	1,441,918.47	1,321,359.32	120,559.15	109.12
TOTAL FUND REVENUE	543,205.38	3,817,847.18	3,973,124.55	(155,277.37)	96.09

EXPENDITURES

DEPARTMENT 5110	.00	.00	.00	.00	.00
TOWN BOARD	3,360.32	35,341.46	49,773.64	14,432.18	71.00
JUDICIAL	13.00	11,004.18	14,773.75	3,769.57	74.48
LEGAL	4,270.50	28,695.85	64,000.00	35,304.15	44.84
GENERAL ADMINISTRATION	4,852.32	38,312.74	58,508.37	20,195.63	65.48
AUDITOR	.00	17,505.00	17,000.00	(505.00)	102.97
CLERK	9,569.05	80,383.26	118,353.58	37,970.32	67.92
ELECTIONS	1,591.18	7,044.27	11,912.00	4,867.73	59.14
COMPUTER	1,167.91	16,724.82	13,500.00	(3,224.82)	123.89
DEPUTY CLERK	7,380.83	61,821.97	91,189.18	29,367.21	67.80
TREASURY	.00	19.54	5,301.50	5,281.96	.37
ASSESSMENT OF PROPERTY	2,145.83	17,166.68	25,750.00	8,583.32	66.67
TOWN HALL BUILDING	6,423.28	354,690.14	82,197.80	(272,492.34)	431.51
NONDEPT INSURANCE/BOND	763.00	62,269.79	55,000.00	(7,269.79)	113.22
GENERAL GOVERNMENT	.00	.00	6,100.00	6,100.00	.00
UNDESIGNATED GENL GOVERNMENT	.00	.00	.00	.00	.00
LAW ENFORCEMENT	98,446.67	730,180.31	1,081,870.66	351,690.35	67.49
WATER PATROL	2,751.78	8,257.31	25,936.90	17,679.59	31.84
FIRE PROTECTION	.00	116,440.77	85,872.00	(30,568.77)	135.60
RESCUE	.00	208,340.00	233,341.00	25,001.00	89.29
BUILDING INSPECTION	7,018.82	53,915.49	56,700.00	2,784.51	95.09
EMERGENCY COMMUNICATION	.00	334.14	1,000.00	665.86	33.41
CORRECTION & DETENTION	.00	110.00	300.00	190.00	36.67
DEPARTMENT 5280	.00	.00	.00	.00	.00
ADMINISTRATION	.00	.00	.00	.00	.00
HWY & STREET MAINTENANCE	29,939.21	263,693.15	444,111.20	180,418.05	59.38
ROAD CONSTRUCTION-NEW	.00	.00	608,169.00	608,169.00	.00
ROAD MAINTENANCE-OLD	3,178.20	84,304.81	85,000.00	695.19	99.18
SNOW PLOWING/ICE CONTROL	.00	65,052.61	101,682.75	36,630.14	63.98
STREET LIGHTING	152.98	1,221.15	1,500.00	278.85	81.41
REFUSE/GARBAGE COLLECTION	74,287.85	273,696.97	464,089.22	190,392.25	58.98
RECYCLING	.00	.00	2,200.00	2,200.00	.00
LIBRARY	.00	.00	.00	.00	.00
PARKS	90,056.07	110,410.71	142,430.00	32,019.29	77.52

TOWN OF EAST TROY
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FUND 100 - GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
BOAT LAUNCH FACILITY	3,220.84	10,217.94	20,612.00	10,394.06	49.57
PLANNING COMMISSION	91.99	1,177.89	4,950.00	3,772.11	23.80
CAPITAL OUTLAY	.00	.00	.00	.00	.00
DEBT SERVICE	.00	.00	.00	.00	.00
 TOTAL FUND EXPENDITURES	 350,681.73	 2,658,332.95	 3,973,124.55	 1,314,791.60	 66.91
 NET REVENUE OVER EXPENDITURES	 192,523.65	 1,159,514.23	 .00	 1,159,514.23	 .00

TOWN OF EAST TROY
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

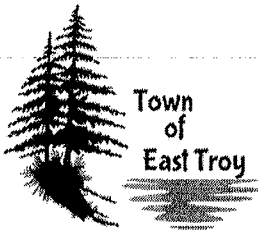
FUND 200 - LANDFILL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
REVENUE					
FINES, FORFEITURES & PENALTIES	.00	.00	.00	.00	.00
MISC REVENUE/RESERVE FUNDS	5,290.13	41,522.67	48,664.20	(7,141.53)	85.32
SOURCE 49	.00	.00	.00	.00	.00
TOTAL FUND REVENUE	5,290.13	41,522.67	48,664.20	(7,141.53)	85.32
EXPENDITURES					
LEGAL	.00	.00	.00	.00	.00
AUDITOR	.00	.00	.00	.00	.00
OPERATING EXPENSES	.00	.00	.00	.00	.00
DEPARTMENT 5160	.00	.00	.00	.00	.00
DEPARTMENT 5363	.00	7,600.94	15,380.00	7,779.06	49.42
CAPITOL OUTLAY	.00	.00	.00	.00	.00
DEBT SERVICE	.00	.00	.00	.00	.00
PARK DEVELOPMENT LOAN TO TOWN	.00	.00	.00	.00	.00
INTEREST TRANSFER TO TOWN	3,630.90	28,574.74	31,048.64	2,473.90	92.03
TOTAL FUND EXPENDITURES	3,630.90	36,175.68	46,428.64	10,252.96	77.92
NET REVENUE OVER EXPENDITURES	1,659.23	5,346.99	2,235.56	3,111.43	239.18

TOWN OF EAST TROY
SUMMARY REVENUES / EXPENDITURES COMPARED TO BUDGET
FOR THE 8 MONTHS ENDING AUGUST 31, 2024

FUND 300 - DEBT SERVICE FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>REVENUE</u>					
SOURCE 41	.00	672,228.97	672,228.97	.00	100.00
SOURCE 48	.00	4,446.73	.00	4,446.73	.00
TOTAL FUND REVENUE	.00	676,675.70	672,228.97	4,446.73	100.66
<u>EXPENDITURES</u>					
DEPARTMENT 5810	47,543.38	298,227.31	672,228.97	374,001.66	44.36
TOTAL FUND EXPENDITURES	47,543.38	298,227.31	672,228.97	374,001.66	44.36
NET REVENUE OVER EXPENDITURES	(47,543.38)	378,448.39	.00	378,448.39	.00



Town of East Troy
N9330 Stewart School Road • P.O. Box 872
East Troy, Wisconsin 53120
Telephone (262) 642-5386
Fax (262) 642-9701
Website: TownofEastTroy.com

Chairman Activity Report – 10/14/2024

09/19/2024 WTA Tri-County Unit Meeting in Waterford. Presentation by SEWRPC on their long-term Study on the increasing chloride trends in area waterways.

Also, another atypical month with about 30 phone calls from the residents on land development and general Town issues including ATV Signage changes, cemeteries, road issues and piers. Sign contracts, agreements and checks.

5 site visits on the current road repair program issues.

Joseph S. Klarkowski, PLS
Town Chairman
WTA Walworth County Unit Chairman
WTA Tri-County Unit First Vice Chairman
414-750-4080

To: Town of East Troy Board

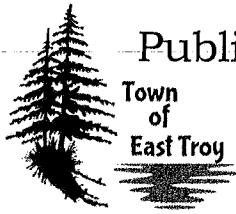
From: Barbara Church, Town Supervisor

Date: October 8, 2024

Re: September Activity report for the Town Board October 14, 2024 meeting

- September 5 signed checks for Town of East Troy
- September 10 Prepared agenda for ETAESD meeting of September 17
- September 11 Attended Village of Mukwonago 9-11 Memorial Celebration
- September 11 Met with Johnson-Block auditor Meghan Johnson answering questions while Johnson worked on 2022 ETAESD Audit.
- September 16 Town's first 2025 Budget Workshop
- September 17 ETAESD September Board Meeting and ETAESD 2025 Budget Workshop
- September 19 reviewed Town emails regarding Stoss's Open Records Request
- September 19 Tri-County Wisconsin Towns Association Meeting in Waterford
- September 20 met with Attorney Mills regarding Stoss's Open Records Request
- September 21 attended the Lake Beulah Protective and Improvement Association meeting at the Jim Byrnes Memorial Park. The organization has rebranded itself and is now known as "Protect Lake Beulah". The Fall Newsletter was recently mailed out. Protect Lake Beulah's Mission is: dedicated to preserving the natural resources of Lake Beulah and to maintain an inviting environment for all who use the lake. The organization began in 1894 in an effort to manage lake issues. PLB accepts donations and members pay annual dues in order to help PBL meet its goals. The fall meeting's focus was on the issue of wake boats. Members were asked to complete a survey about wake boating. This survey closes October 15. To learn more about PLB go to: protectlakebeulah.org
- September 23 Wisconsin Towns Association virtual Towns' Officials Workshop
- September 24 Wisconsin Towns Association virtual Towns' Officials Workshop
- September 25 Wisconsin Towns Association virtual Towns' Officials Workshop
- September 26 Wisconsin Towns Association virtual Towns' Officials Workshop

Respectfully submitted Supervisor Church



Public Relations Report

October 2024

1. Website Overview:

We currently have **7** new subscribers bringing us to **393** Subscribers which is up from last month's **386**. All of these residents are receiving text messages and/or email notifications of agendas, packets, news and notices including the newsletters on the day of publication. The addition of construction updates has received positive feedback.

2. YouTube:

Our page is currently up **3** subscribers from **63** to **66** subscribers and has **65** live streams.

3. Facebook Overview:

👤 We gained **42** new followers in the last month, bringing us from **1,269** to a grand total of **1,311** followers.

Budget items to consider while future planning:

- Purchase I Pads or Chrome Books for Town Supervisors and Attorney Mills (possibly Kim)
- Frequency of newsletter creation and mailing for 2025
 - Creating own budget item to provide a better ability to stay within financial parameters set by the Town Board.

Monthly Report September 2024

- 1) Started summer road work.
- 2) Ran into big problem with Wolf Way Rd and had to dig out 320 tons of the road due to a big section of clay found after the contractor milled it.
- 3) Had to do a lot of base patching on Honey Creek Rd over what was bid on.
- 4) Put new shoulder material on Army Lake Rd and Beulah Meadows Rd after paving.
- 5) Wolf is doing the paving on South Shore Dr on October 3, and the final surface on Wolf Way Rd. The final surface on South Shore will be done the following week.
- 6) Mowed the compost site.
- 7) Painted the boat house at the launch.
- 8) Put up new signs at the launch.
- 9) Set up Town Park for Trick or Treat Train on Fridays in October.
- 10) Had meeting with Jason, Village DPW director, for ATV sign placement at Village limits.

To: Town of East Troy Board

From: Barbara Church, Town Supervisor

Date: October 8, 2024

Re: September Town Board report for October 14, 2024

- See attached September, 2024 report from Chief DeGaro.
- The ETAESD's Fire & Rescue (ETFR) Department responded to:
- There were 12 Fire-related calls in the month of August. 3 of the 12 calls were in the Town.
 - There have been 150 Fire calls so far in 2024.
 - There were 81 EMS calls in the month of August. 28 of the 81 calls were in the Town.
 - There have been 701 EMS calls so far in 2024.
- The East Troy Fire & Rescue held its annual Pancake Breakfast at Gus's on October 6th. The event had a great turnout. Thank you to Supervisor Leonard, Town Police Officers Runge and Jagielski and Cub Scout Troop Pack 17 who aided the firefighters by greeting patrons and cleaning-up at the breakfast. And Thanks to all the public who made our breakfast a success.
- In October, Chief DeGaro and ETAESD trustees will attend a virtual Webinar held by the League of Municipalities regarding Police and Fire Commissions. Attendees will learn about the powers and duties of the Police and Fire Commission (PFC), Open Meetings and Public Records Laws, conducting disciplinary hearings, and hiring police and fire personnel. I will be a participant in this class in an effort to prepare the ETAESD for becoming a Fire Commission.
- In early September, the Department completed its transition from ProHealth to Aurora for its Medical Direction. This change permits the Department to fully function as an Advanced Life Support (ALS) Department. This increases the Department's level of service and reduces the time needed to bring Advanced Life Support help to its patients.
- The next ETAESD meeting has been scheduled for October 15, 2024 at 5:30 P.M. at the Fire House. The ETAESD 2025 Budget Public Hearing will precede the Board's October Meeting.

ETF&R Events, Meeting & Trainings

Oct 7	EMS training
Oct 11	Blood Drive
Oct 14	Department Meeting
Oct 15	ETAESD Board Meeting
Oct 21	Fire Training
Oct 28	Officers Meeting
Oct 31	Trick-or-Treat Village of East Troy
Nov 7	EMS training
Nov 11	Department meeting
Nov 18	Fire training
Nov 25	Officers meeting

Respectfully submitted Supervisor Church



EAST TROY FIRE DEPARTMENT

Fire Chiefs Monthly Report



TO: ETAESD Board
From: Chief Joe DeGaro
RE: Chief's Memo to the Board
DATE: September 17th, 2024

Fire Call Report:

- (See attached report)

Rescue Call Report:

- (See attached report)

Department Report:

- ETFD Station flood- Kelmanns has completed all work, and station is back in order.
- The Open House that was rescheduled for September 7th from 11 a.m. to 4 p.m. was a successful event.
- Mini Pumper- Has arrived and we have been working on getting it in service. We are waiting on GenComm to take the radio out of the broken engine and install it in the Mini Pumper.
- Change in Medical Direction- Two of our three paramedics have completed their training with Aurora and are hopeful to be up and running as medics by the end of September pending the rest of our medications arriving.

Training Report: *Youth Apprenticeship program*

- Two of our cadets start EMT Basic at the beginning of September.
- One of our cadets started FF1 at the beginning of September.

TOWN OF EAST TROY

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RESOLUTION APPROVAL PETITION SETBACK VARIANCE

Whereas, the Planning Commission for the Town of East Troy convened on October 2, 2024; and

Whereas, Edward Rumph is requesting a variance to rebuild his airplane hangar after its collapse in the winter of 2021 on his 5-acre easement property at Air Troy Estates, Air Park. The applicant, who purchased the property in August of 2017, was told by County Zoning, that he will need a variance due to the fact that there is not a primary structure on the property. The Applicant would like to continue to use the property in the manner it had been used with the forty-five-year-old hangar that collapsed. The applicant would like to change the footprint to increase the hangar size by 44%, but would not require any setback variances to do so; and

Whereas, Rumph explained the topography of the land as a hardship for building a primary residence on the land as well as height and size restrictions that were set forth by the Homeowner's Association. Commissioner Denhart clarified with the applicant that the hangar and aircraft were to be used for personal use only. Rumph explained that the Homeowner's Association does not allow business use out of this air park. Rumph also added that this is an easement property, and he drives through two of his neighbors' properties to access his property. It is at the very end of a gravel lane. The property is only visible to those that live in Air Troy Estates; and

Whereas, there was discussion amongst commissioners, Chairman Cook made the point that as an A-2 property, it is already non-conforming as it is under five acres. Commissioner Gordon asked about a wetland delineation, Cook stated that there is no property that is A-4 on the parcel. It appears to be undesignated wetland area. Commissioner Russell asked if when the hangar was built in 1976, it was conforming to the rules in place at that time. There was some debate among Commissioners about when County Zoning began and if these restrictions would give the applicant a "Grandfathered Status" For the sale agreement when Rumph purchased it from the estate of the former owner, there were no restrictions that a home must be built on the land. Russell asked if there were other similar properties in the subdivision that did not have a primary residence. Rumph stated that there were not. Two residents, spoke for the request. One of which being the current president of the Homeowner's Association and spoke on behalf of the whole board of directors in favor of the request. All speakers agreed that they would like to see Rumph rebuild, and that the new structure would be an improvement. The slope of the building was reviewed by the Homeowner's Association and meets all requirements set forth by their Association. They feel that Rumph maintains the property to the highest standard and they would like to see him remain there; and

Whereas, Chairman Cook felt confident after hearing the support of neighbors as well as the Homeowner's Association and their board of directors. Commissioner Denhart stated that he feels that as a Commission he feels that they have the authority to grant this variance as long as the hangar is used for personal use and not business. After speaking to Darrin, County Zoning, it seems their main concern was that this not be used as a business. Chairman Cook pointed out that with it already being in the bylaws of their community, he feels there is little risk of the use changing; and

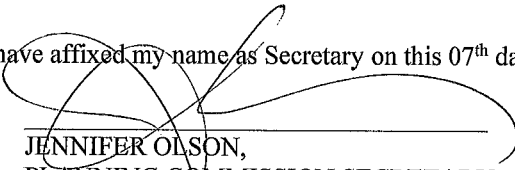
Whereas, the Planning Commission voted to APPROVE the applicants' VARIANCE REQUEST on October 2, 2024; and

NOW, THEREFORE, BE IT RESOLVED that the Planning Commission requests a motion by the Town of East Troy, Town Board to APPROVE the VARIANCE Request at N8700 Sky Lane East Troy, WI Parcel No: P ET 1400005G.

STATE OF WISCONSIN
SS
COUNTY OF WALWORTH

I, JENNIFER OLSON, do hereby certify that I am the duly qualified and acting Secretary of the Town of East Troy, Planning Commission and that the foregoing is a true and correct copy of a resolution duly adopted at a meeting of the Planning Commission, of the Town of East Troy held in said Town on the 2nd day of October 2024, at which meeting a quorum was present and that said resolution is duly recorded in the minutes of said meeting.

IN WITNESS WHEREOF, I have affixed my name as Secretary on this 07th day of October 2024.



JENNIFER OLSON,
PLANNING COMMISSION SECRETARY
Town of East Troy

W4774 Overlook Drive
Elkhorn, WI 53121
September 15, 2024

Board Members of the Town of East Troy
N9330 Stewart School Road
East Troy, WI 53120

Dear Members of the Board

Thank you for the opportunity to present to the board as well as to the community the request to operate a small float plane on the waters of Lake Beulah. At this time I would like to further provide you with rationale for the request to operate that may provide you with both background and other pertinent information for you to consider.

In summary, I present the following and my request:

- There is a current ordinance, 16.05.180, which disallows the use of airplanes on the lakes except for two situations. 1. If there is an emergency. 2. A special permit has been obtained from the Town Board. Although no public hearing is required due to an ordinance already in place, I understand that the board would like a public hearing and will be establishing such.
- The request is for the special permit to be issued under the following circumstances:
 - Permit to be issued for a single aircraft identified by: N763EJ
 - Permit to be issued on a 'trial' basis effective upon passage and to expire on May 23, 2025 unless prior to this date the permit be extended to a date to be determined.
 - Permit only to be issued for Lake Beulah
 - Permit to be restricted under all the guidelines established currently for all watercraft utilizing the waters of Lake Beulah (NOTE: Once the aircraft is on the water, it is then considered to be a 'watercraft' and is already required to follow these rules).
 - The purpose will 'not' be for training nor will it be established for 'touch and go' practice on the lake.

About myself:

I have been a lifelong resident of Walworth County currently living in the Town of Lafayette near Elkhorn. My business is Jones Travel in Elkhorn which was started by my father in 1969 and purchased by myself in 1995. In addition to operating my business, I was also the City Council President and Planning Commission President in the 1990's for the City of Elkhorn. In 2005, I pursued my private pilot certificate and have added ratings for Seaplane Operations as well as to operate in Instrument Meteorological Conditions. To date I have flown over 1,800 hours with approximately 700 of those hours in my float-equipped Piper Super Cruiser. I have flown this plane in Texas to Florida to Tennessee in some of the most beautiful waters that exist. Most of my time in the plane has been in Southeastern Wisconsin as well as the area of Minocqua where our family has a summer cabin at which I can land on the lake and dock at our location. Waters of which I have landed on include: Lake Geneva. Delavan Lake. Lake Como. Wisconsin River. Fox River Chain. Rock River. Lake Mendota. Lake Monona. Pewaukee Lake.....as well as many others.

History of Water in Wisconsin:

We all love the waters of Wisconsin. There are over 15,000 lakes in Wisconsin along with three large navigable rivers. These waterways give us great opportunities to enjoy all that they offer! Wisconsin has always had what is known as the "Public Trust Doctrine" which applies to all navigable waterways. The Public Trust Doctrine protects the people of Wisconsin's rights to:

- Transportation and navigation on waterways
- Protection of water quality and aquatic habitat
- Recreational activities, including boating, fishing, hunting and swimming in waterways.
- Enjoyment of scenic beauty while on the water.

Article IX of the Wisconsin Constitution declares that all navigable waters are 'common highways and forever free' and are held in trust by the state of Wisconsin. The DNR has been charged with the duty to protect the public trust in our navigable waters.

The state allows for local municipalities to also regulate the waters that fall within their territory under Statute 30.78. This was the statute that Attorney Mills was referencing during the meeting of September 9. East Troy has already established the ordinance which restricts the use unless for an emergency or by special permit.

There are other municipalities that have restrictions or have completely banned seaplanes. The reasons are varied and many. Some of the lakes are just borderline too small to safely operate. Some waters are too shallow to safely land or have obstacles protruding that make it dangerous. Some communities established the restrictions without the necessary understanding of exactly what a seaplane is, what it can do, or how they operate and may have found it easiest just to 'ban' rather than to be educated at the time as the safety of seaplanes.

What is a seaplane?

When compared to boats, seaplanes actually are far less damaging to the environment/lake than motorized boats. First, the propulsion is 'above water' created by the propeller. There is no oil, fuel, etc...that is disbursed into the waters. The draft of the two pontoons on takeoff/landing is less than 12" in depth. The shoreline is less effected by the seaplane than a boat. The seaplane is only on the water for a very short period of time when not parked. To takeoff. To Land. We do not pull water skiers or flotation devices circling in front of homes for what can seem to be hours. There is no cross contamination of invasive species as the pontoons are sealed. There are no bilge pumps on a float plane. A standard 24' pontoon boat you see on the lake every day weighs approximately 2400 pounds without fuel. My seaplane weighs in at just over 1,200 pounds. The propeller does have some protection as it does not protrude out in front of the pontoons. The visibility in the seaplane is 270 degrees minimum. Visibility is excellent. A 'survey' of the landing area(s) is done prior to landing. The time spent surveying also allows for people on the lake to observe a plane in the area with floats. On approach to the water, the pilot visually is scanning for ALL traffic to be sure that none would be a hazard for landing. The actual landing of the airplane is accomplished at approximately 45 miles per hour and once pontoons touch water, it stops in approximately 250 feet, even less depending on winds. On departing the lake, from the moment power is applied, it takes less than 1000' to depart the water and happens quickly. The "noise" from the airplane is only when departing the lake. It would take less than 30 seconds for the plane to begin its takeoff until well out past the waters edge and trees and more than 75' above the shore.

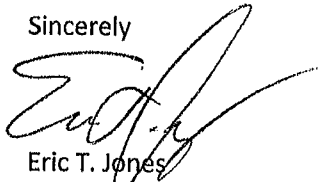
Once the seaplane has secured its landing, it now becomes a watercraft and is regulated by the same rules as all other boats on the lake. Contrary to what Attorney Mills had implied, there are no special markings or obstacles needed UNLESS the town would want to adopt a 'special' area (runway) which would be the ONLY place that seaplane could land. There is NO statute/requirement that if I am allowed to operate on Lake Beulah that any additional markings would be necessary. There are VERY few lakes and rivers "worldwide" with designated special markings. You will mainly find this in large/busy commercial operations where larger passenger-style seaplanes operate such as in Washington and Canada with scheduled charters operating daily. The most famous and active lake in the United States for seaplanes, Lake Hood in Alaska, does not have special markings for runways, designated areas, etc... I have checked with the state of Wisconsin as well as various seaplane operations here in Wisconsin and the national Seaplane Pilot Association group. No one can identify any waters in Wisconsin that have special markings. My friends in Florida can only identify one which is for commercial operations near Miami for traffic mainly going to the Caribbean. Florida is the largest active state for seaplanes. These special markings are actually designed for boaters to give boaters an idea of areas to be aware of excessive seaplane operations. It would be an unnecessary burden and inaccurate application of the statute for such an operation allowing a single aircraft with a special permit to land on Lake Beulah.

SUMMARY:

It is my request to operate my small seaplane, registered as N763EJ, to operate on a limited trial basis on the waters of Lake Beulah. It will not be utilized for 'touch and go' activities nor will it be used for training purposes. I will abide by all rules established for the waters of Lake Beulah and will be operated in the safest manner possible. It is of my opinion that the operation of my seaplane will be and is far less controversial than the operation of 'wake boats'. Wake Boats cause great damage to shorelines, aquatic life and for the peace and safety of residents and visitors of Lake Beulah. I am asking to be allowed the special permit under the ordinance that already exists for Lake Beulah by the Town of East Troy. It is by nature going to be a 'temporary' permit since the board can limit the period of validity as well as have the right to rescind or not renew the permit as the board so chooses. The special permit only grants permission to a single, specific floatplane identifiable by its registration and use can be monitored by both the Town and the FAA.

If you have any questions or would like to ride along for your own curiosity and visual understanding, please contact me at your earliest convenience. This week looks to be beautiful for flying and I would be happy to take one or all of you out to enjoy the beauty of our area lakes.

Sincerely



Eric T. Jones
262-909-8045 (cell)
Etjones763@yahoo.com



October 8, 2024

Ms. Kim Buchanan
Clerk/Treasurer
Town of East Troy
P.O. Box 872
East Troy, WI 53120

**RE: Proposal for 2025 Groundwater Consulting Services
Town of East Troy, Wisconsin | East Troy Landfill
Mead & Hunt Proposal No. M4666695-242990.01**

Dear Ms. Buchanan,

Mead & Hunt Inc. (Mead & Hunt) is submitting this proposal, per your request, to provide continuing engineering consulting services related to groundwater monitoring at the former Town of East Troy landfill (East Troy). We have an excellent and extensive working knowledge of the site, having provided consulting services for the site for the past 16 years.

Additionally, Mead & Hunt solicited updated laboratory costs from TestAmerica, with whom we have an extensive working relationship. Those costs are included in this proposal.

| SCOPE OF WORK

Mead & Hunt proposes the following Scope of Work to complete this project.

Mead & Hunt will collect groundwater samples in accordance with the groundwater monitoring plan that was approved by the Wisconsin Department of Natural Resources (WDNR) for the East Troy landfill (dated 2006). We will collect semiannual samples from 14 monitoring wells to analyze indicator parameters (alkalinity, chloride, chemical oxygen demand (COD), and hardness). Groundwater samples from the 14 monitoring wells will also be analyzed for volatile organic compounds (VOCs) on an annual basis. Nine private drinking water wells will be sampled for VOCs on an annual basis. These monitoring wells are listed below.

Table 1 | Monitoring Wells Sampled Semi-Annually for Indicator Parameters and Annually for VOCs
(14 monitoring wells) (semi-annual for W15)

Well ID	Residence	Well ID	Residence
LH-1	In landfill	W-15	Downgradient
W-2	Side gradient	W-15A	Downgradient
W-4	Downgradient	W-16	Downgradient
W-7	Downgradient	W-16A	Downgradient
W-11R	Upgradient (if replaced)	W-22	Downgradient
W-13	Side gradient	W-22A	Downgradient
W-13A	Side gradient	W-25	Downgradient

Table 2 | Private Home Wells Sampled for VOCs Annually
(9 monitoring wells) (semi-annual for P-3R)

Well ID	Residence	Well ID	Residence
P-1R	Lenten-Browne	P-13	Neudorff
P-2R	Rebne	P-14R	Kurst
P-3R	TBD	P-15R	Kroupa
P-5	Gleason	P-18	Herlugson
P-12	Stellon		

Groundwater samples will be collected during the months of March 2025 and September 2025. Samples will be collected and analyzed for the previously identified parameters in accordance with quality assurance/control measures for trip blanks and duplicate samples. Samples will be analyzed by TestAmerica in Chicago, Illinois.

Below is a summary of the required sample analysis from the WDNR for both 2025 sampling events, as well as a summary of associated lab costs. Additional sampling details are provided in Attachment A.

Table 3 | Summary of Required Sample Analysis
(9 wells) (semi-annual for P-3R)

Required Analysis	No. Samples Required	Lab Cost Per Sample	Total Lab Cost
VOCs	29	\$60	\$1,740
COD	32	\$18	\$576
Hardness	32	\$10	\$320
Alkalinity	32	\$10	\$320
Chloride	32	\$10	\$320
Electronic Data Transfer	38	\$8	\$304

TestAmerica will provide Mead & Hunt with a hard copy and an electronic copy of laboratory results for each sampling event. We will prepare semiannual reports evaluating and summarizing the laboratory and field analysis results. We will email these reports to East Troy for review and comment prior to submission to the WDNR.

| COMPENSATION

Mead & Hunt will complete the above-described Scope of Work on a time and materials basis not to exceed \$17,380. A cost breakdown is provided below for informational purposes.

Table 4 | Cost Breakdown

Sampling Event	Labor Fee & Expenses (Mead & Hunt)	Subcontractor Cost ¹ (Test America)	Total Fee
Spring 2025	\$6,500	\$1,068	\$ 7,568
Fall 2025	\$7,300	\$2,512	\$ 9,812
Total	\$13,800	\$3,580	\$17,380

Notes

1. Actual testing costs including Mead & Hunt markup (10%) will be invoiced.

The laboratory costs included in this proposal are outlined in Attachment A – Table 1 (Spring 2025 Laboratory Costs) and Table 2 (Fall 2025 Laboratory Costs). Mead & Hunt will keep East Troy apprised of the project status and budget. Mead & Hunt will not exceed the proposed project fee without prior written authorization from East Troy.

The costs in this proposal exclude any sales and use tax, goods and services tax, gross receipts tax, value-added tax, or similar taxes. Upon award of the contract, and prior to work starting, Mead & Hunt requires that East Troy provide either a signed tax exemption certificate, or the applicable sales tax rate, for the project. The final cost of the project will increase to include the cost of all applicable taxes if exemptions do not apply.

This proposal is valid for 30 days from the date on the proposal.

| TERMS AND CONDITIONS

The Scope of Work and Compensation stated in this proposal are valid for a period of 30 days from date of submission. If authorization to proceed is not received during this period, this proposal may be withdrawn or modified by Mead & Hunt.

Signatures of authorized representatives of East Troy and Mead & Hunt shall convert this proposal to an Agreement between the two parties, and receipt of one signed copy shall be considered authorization to proceed with the work described in the Scope of Services. All services shall be performed in accordance with the agreement attached as Attachment A, hereto.

We appreciate the opportunity to offer our continued GIS services. We welcome any questions regarding this proposal and look forward to our continued collaboration with you.

Sincerely,

MEAD & HUNT, INC.



Kyle Engelking
GIS Supervisor



Ryan Eckdale-Dudley, GISP
GIS Market Leader

MEAD & HUNT NO. M4666695-242990.01ACCEPTED BY:

CLIENT: _____

SIGNATURE: _____

TITLE: _____

DATE: _____

Mead & Hunt considers the project approach, design, pricing, data, and other business considerations contained in this proposal to be proprietary and confidential business information to be used solely for the purpose of evaluating the proposal. This document and the information contained herein shall not be used for any purpose other than as stated above and shall not be used, duplicated, or disclosed to any other party without Mead & Hunt's prior written consent.



Attachment A

Sampling Costs

Table 1
Spring 2025 Laboratory Costs
Town of East Troy
East Troy Landfill

ANALYTES	VOC	COD	HARDNESS	ALKALINITY	CHLORIDE	EDD* data transfer
COST	\$60	\$18	\$10	\$10	\$10	\$8
SITE ID						
LH-1		1	1	1	1	1
W-2		1	1	1	1	1
W-4R		1	1	1	1	1
W-4R/DUP		1	1	1	1	
W-7		1	1	1	1	1
W-11R		1	1	1	1	1
W-13		1	1	1	1	1
W-13A		1	1	1	1	1
W-15		1	1	1	1	1
W-15A	1	1	1	1	1	1
W-15A/DUP		1	1	1	1	
W-16		1	1	1	1	1
W-16A		1	1	1	1	1
W-22		1	1	1	1	1
W-22A		1	1	1	1	1
W-25		1	1	1	1	1
P-1R						
P-2R						
P-3R	1					1
P-3R/DUP	1					
P-5						
P-12		25				
P-13						
P-14R						
P-15R						
P-18						
Sum	\$180	\$738	\$160	\$160	\$160	\$120

Total \$1,518

Table 2
Fall 2025 Laboratory Costs
Town of East Troy
East Troy Landfill

ANALYTES	VOC	COD	HARDNESS	ALKALINITY	CHLORIDE	EDD*data transfer
COST	\$60	\$18	\$10	\$10	\$10	\$8
SITE ID						
LH-1	1	1	1	1	1	1
W-2	1	1	1	1	1	1
W-4R	1	1	1	1	1	1
W-4R/DUP	1	1	1	1	1	
W-7	1	1	1	1	1	1
W-11R	1	1	1	1	1	1
W-13	1	1	1	1	1	1
W-13A	1	1	1	1	1	1
W-15	1	1	1	1	1	1
W-15A	1	1	1	1	1	1
W-15A/DUP	1	1	1	1	1	
W-16	1	1	1	1	1	1
W-16A	1	1	1	1	1	1
W-22	1	1	1	1	1	1
W-22A	1	1	1	1	1	1
W-25	1	1	1	1	1	1
P-1R	1					1
P-2R	1					1
P-3R	1					1
P-3R/DUP	1					
P-5	1					1
P-12	1					1
P-13	1					1
P-14R	1					1
P-15R	1					1
P-18	1					1
Sum	\$1,560	\$288	\$160	\$160	\$160	\$184

Total \$2,512

Attachment B

Terms and Conditions



MEAD AND HUNT, INC.
PROFESSIONAL SERVICES TERMS AND CONDITIONS OF AGREEMENT

These Terms and Conditions of Agreement form the Agreement under which services are to be performed by Mead and Hunt, Inc. (hereinafter "Consultant") upon acceptance of the attached Proposal by the Client. The Scope of Work, Project Cost and Project Schedule sections of the attached Proposal are incorporated by reference into these Terms and Conditions of Agreement and are part of the Agreement.

Article 1. Scope of Work

It is understood that the Scope of Work and the Project Schedule defined in the Proposal are based, in part, on the information provided by the Client. If this information is incomplete or inaccurate, or if site conditions are encountered which materially vary from those indicated by the Client, or if the Client directs Consultant to change the original Scope of Work established by the Proposal, a written amendment to this Agreement equitably adjusting the costs and/or performance time thereunder, shall be executed by the Client and Consultant as soon as practicable in accordance with Article 30 below. In the event that the Client and Consultant cannot agree upon the terms and conditions of such amendment, either party may terminate this Agreement immediately upon written notice to the other in accordance with Article 10, Termination.

Consultant shall perform only the services specified in the Scope of Work portion of the Proposal or an amendment thereto as referenced above. Services provided by Consultant shall be subject to the provisions of this Agreement, including these Terms and Conditions of Agreement, any supplemental conditions incorporated herein, and any written amendments as referenced above. Consultant shall invoice its costs, and Client shall provide payment for all services provided in accordance with Article 2 below.

Article 2. Fees, Billing and Payment

Unless otherwise limited in the Proposal, purchase order, or work order, Consultant's fee estimate is effective for thirty (30) days from the date of the Proposal. Thereafter, Consultant shall have the right to modify its fee estimate.

The fees stated in a Proposal, purchase order, or work order constitute an estimate of the tasks and fees required to perform the Scope of Work. The Scope of Work often cannot be fully defined during the initial planning stages of a project. As the Project progresses, facts uncovered may reveal a change in direction, which may alter the Scope of Work. If Client requests modifications or changes in the Scope of Work related to the Project, or if the during Project development the Scope of Work changes resulting in changes to the estimated tasks and fees required to perform the Scope of Work, then the time of performance of the services by Consultant and the fees associated therewith shall be revised and accepted in accordance with Article 30 before Consultant undertakes any additional work beyond the originally defined Scope of Work.

The Client recognizes that Consultant's fee estimate does not include potentially applicable sales and use taxes. Tax-exempt certificates are to be provided by the Client in connection with the acceptance of the Proposal or the applicable purchase order or work order. Taxes will be added to all invoices as applicable,



unless/until a properly completed and valid tax-exemption form is received.

To the extent applicable, the Client recognizes meal costs will be charged based on per diem basis and construction managers and site engineers will charge hotel and meal costs on a per diem basis.

The Client recognizes that time is of the essence with respect to payment of Consultant's invoices, and that timely payment is a material part of the consideration of this Agreement.

Invoices will be submitted by Consultant monthly, and shall be due and payable within thirty (30) calendar days of the invoice date. If the Client objects to all or any portion of an invoice, the Client shall so notify Consultant within fourteen (14) calendar days of the invoice date, identify the cause of disagreement, and pay when due that portion of the invoice, if any, not in dispute. In the event that Consultant and the Client cannot resolve the dispute regarding invoiced amounts within thirty (30) days after receipt by Consultant of the aforementioned notice, the dispute shall be submitted to dispute resolution pursuant to Article 12, below.

Payment shall be made via electronic means (EFT/ACH) directly to Consultant. A remittance advice or payment notification to accountsreceivable@meadhunt.com is required. Where electronic means are not available or not feasible, payment shall be mailed to:

Mead and Hunt, Inc.
Attn: Accounts Receivable, Mead & Hunt
2440 Deming Way
Middleton, WI 53562

The Client shall pay an additional charge of one-and-one-half (1.5) percent (or the maximum percentage allowed by law, whichever is lower) of the invoiced amount per month for any payment received by Consultant more than thirty (30) calendar days from the date of the invoice, excepting any portion of the invoiced amount in dispute or resolved in favor of Client. Payment of invoices is in no case subject to unilateral discounting or setoffs by the Client.

Application of the percentage rate indicated above as a consequence of the Client's late payments does not constitute any willingness on Consultant's part to finance the Client's operation and no such willingness should be inferred.

If the Client fails to pay undisputed invoiced amounts within thirty (30) calendar days of the date of the invoice, Consultant may at any time, without waiving any other claim against the Client or the right to pursue any other remedy against the Client and without thereby incurring any liability to the Client, suspend this Agreement, as provided for in Article 9, Suspension, or terminate this Agreement, as provided for in Article 10, Termination.

Article 3. Confidentiality

Consultant and Client shall hold confidential all business or technical information marked as confidential or proprietary obtained from the other or its affiliates under this Agreement for a period of five (5) years after obtaining such information, and during that period shall not disclose such information without the other's consent except to the extent required for (1) performance of services under this Agreement; (2) compliance with professional standards of conduct for preservation of the public safety, health and welfare; (3) compliance with any law, regulation, ordinance, subpoena, court order or governmental request; or (4) protection of the disclosing party against claims or liabilities arising from performance of services under this Agreement. In the event disclosure may be required for any of the foregoing reasons, the disclosing party will, except where immediate notification is required by law or regulation or is, in the judgement of the receiving party's counsel required to limit that party's liability, notify the other party in advance of disclosure. The confidential information does not include any data or information which the receiving party can prove (a) was in the receiving party's lawful possession prior to its disclosure by the disclosing party; (b) is later lawfully obtained by the receiving party from a third party without notice to the receiving party of any obligation of confidentiality or other restrictions with respect to use thereof; (c) is independently developed by the receiving party; (d) is, or later becomes, available to the public through no breach of an obligation of confidentiality by the receiving party; or (e) is approved for disclosure in writing by the disclosing party. Notwithstanding anything to the contrary herein, one archive copy of confidential information or documents containing confidential information may be retained by legal counsel of receiving party for the sole purpose of identifying its obligations under this Agreement and any copy may be retained pursuant to any statute, regulation, administrative opinion or any similar legal requirement or to evidence compliance with a professional duty.

Article 4. Independent Contractor Relationship

The relationship between the Client and Consultant created under this Agreement is that of principal and independent contractor. Consultant shall serve as an independent contractor to the Client and shall be responsible for selecting the means and methods that services will be provided under this Agreement. It is specifically understood that, irrespective of any assignability provisions, Consultant may retain subcontractors to perform services usually and customarily performed by subcontractors. Should Consultant determine it appropriate or necessary to rely on a subcontractor where it is not customary to do so, Consultant shall obtain prior written approval or subsequent written confirmation from the Client.

Article 5. Standard of Care

Consultant will perform the Services in accordance with the standards of care and diligence normally practiced by consulting firms performing services of a similar nature in the same locale.

Article 6. Opinions on Cost

Consultant may be asked to provide opinions of probable Project or construction cost costs as part of the professional services under this Agreement. Consultant's opinions of cost are based on Consultant's

experience and judgment. Provided, however, Consultant cannot and does not guarantee that construction proposals, bids or actual construction or Project costs will not exceed estimates provided by Consultant. Consultant is not responsible for variations between actual construction bids or costs and Consultant's opinions regarding probable construction costs.

Article 7. Timeliness of Performance

Consultant acknowledges that timely performance of its services is an important element of this Agreement. Consultant will put forth reasonable efforts to complete the work according to the schedule attached in the Proposal.

If Consultant discerns that the schedule shall not be met for any reason, it shall so notify the Client as soon as practically possible so that a mutually agreed on revised schedule can be established.

Article 8. Force Majeure

Consultant shall not be considered in default because of any delays in the completion of the work due to causes beyond the control and without the fault or negligence of Consultant or its subcontractors, including but not restricted to, an act of God or of a public enemy, civil unrest, fire, flood, area-wide strike, freight embargo, unusually severe weather, governmental action, pandemic, epidemic or supplier delay. In the event Consultant has knowledge of any actual or potential delay, Consultant shall notify Client in writing of such cases of delay and their probable extent and, upon such notification, Consultant's performance obligations hereunder shall be suspended.

Article 9. Suspension

Upon fourteen (14) calendar days written notice to Consultant, the Client may suspend Consultant's work.

If payment of Consultant's invoices is not maintained on a thirty (30) calendar-day current basis by the Client, Consultant may, by fourteen (14) calendar days' written notice to the Client, suspend further work until payment is restored to a current basis.

Suspension for any reason exceeding forty-five (45) calendar days shall, at Consultant's option, make this Agreement subject to renegotiation or termination, as provided for elsewhere in this Agreement. Any suspension shall extend the time schedule for performance in a manner that is satisfactory to both the Client and Consultant, and Consultant shall be compensated for services performed and charges incurred prior to the suspension date, regardless of the reason for the suspension.

Article 10. Termination

The Client or Consultant may terminate this Agreement with or without cause, and such termination shall be effective upon fourteen (14) days' written notice to the other party.

Either party may also terminate this Agreement upon written notice to the other party in the event that the other party becomes insolvent; files a petition in bankruptcy; is adjudicated bankrupt; has an assignee; referee, receiver or trustee appointed in any creditor action; has a petition in bankruptcy filed against it which is not vacated within thirty (30) days or suffers any action analogous thereto.

In the event such termination becomes necessary, the party effecting termination shall so notify the other party, and termination will become effective fourteen (14) calendar days after receipt of the termination notice. Irrespective of which party shall effect termination or the cause therefor, the Client shall within thirty (30) calendar days of termination remunerate Consultant for services rendered and costs reasonably incurred, in accordance with Consultant's fee schedule. Costs shall include those incurred up to the time of termination.

Article 11. Notice to Parties

All notices required or permitted under this Agreement shall be in writing and shall be made to the parties' below:

Consultant's Project Manager:

Kyle Engelking

6737 W Washington Street, Suite 3500

West Allis, WI 53214

Kyle.Engelkin@meadhunt.com

Client Project Manager:

Kim Buchanan

P.O. Box 872

East Troy, WI 53120

tetclerk@townofeasttroy.com

For Notices made pursuant to Article 12:

Legal Department: Mead and Hunt, Inc.

6737 W Washington Street, Suite 3500

West Allis, WI 53214

Sonya.Simon@meadhunt.com

For Notices made pursuant to Article 12:

Client Legal Department (optional)

Address

Address

Email

Article 12. Dispute Resolution

Client and Consultant shall provide written notice of a dispute within a reasonable time after the event giving rise to the dispute. Client and Consultant agree to negotiate any dispute between them in good faith for a period of thirty (30) days following such notice. Client and Consultant may agree to submit any dispute to mediation, but such mediation shall not be required as a prerequisite to initiating a lawsuit to enforce this Agreement. Either party shall have the right to litigate the claim, dispute or other matter in question in any state or federal court in the State in which the Project is located. In connection therewith, each party agrees to submit to the jurisdiction of such court.

In the event that legal action is brought by either party against the other in the Courts (including action to enforce or interpret any aspect of this agreement), each party shall be responsible for its own legal costs.

Client and Consultant agree to seek recourse only against each other as incorporated (or similar business entities) and not each other's officers, employees, directors or shareholders.

Article 13. Choice of Law

This Agreement shall be governed and construed in accordance with the laws of the State in which the Project is located, without reference to conflicts of law principles. Each party hereto consents to the exclusive jurisdiction of the state and federal courts in the State in which the Project is located for any actions, suits or proceedings arising out of or relating to this Agreement.

Article 14. Indemnification

Subject to the limitations provided in Article 15, Consultant agrees to indemnify and hold harmless Client, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Consultant or Consultant's employees, agents or subcontractors in the performance of services under this Agreement; provided, however, Consultant will not be obligated to indemnify Client with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Client or Client's subcontractors, agents or employees.

Subject to the limitations provided in Article 15, Client agrees to indemnify and hold harmless Consultant, its directors, officers, stockholders, employees, agents, successors and assigns from and against any and all claims, demands, causes of action, liability and costs which arise out of or result from any negligent act, omissions or willful misconduct of Client or Client's subcontractors, employees or agents; provided, however, Client will not be obligated to indemnify Consultant with respect to costs or damages to the extent such costs or damages are caused by or incurred as a result of negligence or intentional misconduct of Consultant or Consultant's agents, employees or subcontractors.

Article 15. Limitation of Liability

NEITHER PARTY WILL BE LIABLE FOR OR REQUIRED TO INDEMNIFY THE OTHER FOR SPECIAL OR CONSEQUENTIAL DAMAGES INCLUDING BUT NOT LIMITED TO, LOSS OF PROFITS, DELAY OR LIQUIDATED DAMAGES, LOSS OF INVESTMENT OR BUSINESS INTERRUPTION, REGARDLESS OF HOW CHARACTERIZED AND EVEN IF SUCH PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH DAMAGES, WHICH ARISE FROM THE PERFORMANCE OF THIS AGREEMENT OR IN CONNECTION WITH THIS AGREEMENT, AND REGARDLESS OF THE FORM OF ACTION (WHETHER IN CONTRACT, TORT, NEGLIGENCE, STRICT LIABILITY OR OTHERWISE).

CLIENT AND CONSULTANT HAVE EVALUATED THE RISKS AND REWARDS ASSOCIATED WITH THIS PROJECT, INCLUDING CONSULTANT'S FEE RELATIVE TO THE RISKS ASSUMED, AND AGREE TO ALLOCATE CERTAIN OF THE RISKS SO, TO THE FULLEST EXTENT PERMITTED BY LAW, CONSULTANT'S LIABILITY, AND THAT OF ITS OFFICERS, DIRECTORS, EMPLOYEES, AGENTS AND

SUBCONTRACTORS, ARISING OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE OR ANY OTHER CAUSE OF ACTION, SHALL BE LIMITED TO \$100,000 OR CONSULTANT'S FEE, WHICHEVER IS GREATER.

Article 16. Insurance

Consultant shall maintain the following insurance coverage during the time it is performing services hereunder. Consultant disclaims any duty to defend Client. Client agrees that it shall not tender the defense of any claim arising out of or related to this Agreement to Consultant.

A. Worker's Compensation:

of a form and in an amount as required by state law

B. Employer's Liability:

\$1,000,000 each accident

\$1,000,000 disease, each employee

\$1,000,000 disease, policy limit

C. Automobile Liability (including all owned, hired and non-owned vehicles):

\$1,000,000 each accident

D. Commercial General Liability (bodily injury and property damage — combined single limit):

\$1,000,000 each incident

\$2,000,000 annual aggregate

E. Errors and Omissions:

\$5,000,000 each incident

\$10,000,000 annual aggregate

Article 17. Review of Contractors Work

In the course of performing services under this Agreement, Consultant may be asked to review drawings, specifications, or pay applications from contractors engaged to perform work in connection with the project for which the Proposal is submitted or to observe such contractor's construction as it progresses. Any such review shall be limited to a review of the general conformance with the design concept of the project and the general compliance with information given in the contractor's documents and as may otherwise be noted by Consultant on such drawings and specifications. Such review shall in no way limit the liability of the contractor or be deemed an indication that Consultant has accepted or approved the drawings, specifications or work in any manner.

Article 18. Construction Means and Methods, Safety, and Conduct

Unless otherwise expressly stated in Consultant's Proposal, this Agreement shall not be construed as

imposing upon or providing to Consultant the responsibility or authority to direct or supervise construction means, methods, techniques, sequence or procedures of construction selected by the parties or subcontractors or the safety precautions and programs incident to the work of the parties or subcontractors.

Consultant shall be responsible for providing personal protective equipment and safety training for its own employees.

Client and Consultant understand their respective obligations to provide a respectful work environment for their employees. Both parties agree that harassment on the job (unwelcome verbal, physical or other behavior that is related to sex, race, age or other protected class status) will not be tolerated and will be addressed in a timely manner and in compliance with anti-harassment laws.

Article 19. Ownership and Use of Documents and Concepts

Client acknowledges that Consultant reports, drawings, boring logs, field data, field notes, laboratory test data, calculations, estimates and other similar documents ("Records") are instruments of professional services, not products.

Consultant will retain these Records for a period of three (3) years following completion of this Project. During this time, Consultant will reasonably make available these records to the Client.

Electronic files may contain viruses which can be inadvertently transmitted. It is the sole responsibility of Client to check for viruses before loading the files, and Client is solely responsible for intercepting and disabling any viruses which could be inadvertently transmitted with the electronic files. Client hereby agrees to indemnify and hold Consultant harmless against all claims of any nature resulting from viruses transmitted with the electronic files.

Consultant shall not be responsible for any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client. Consultant shall not be responsible for any reuse of the electronic data by Client or any other party for this Project, or any other project without the prior express written consent of Consultant. Client shall defend, indemnify and hold completely harmless Consultant against any claims, damages or losses arising out of any deviations, alterations, modifications or additions in the electronic data in comparison to the documents originally released by the Consultant to the Client or any reuse of the electronic data without prior express written consent of Consultant.

All documents, including the electronic files that are transferred by Consultant to Client, are Instruments of Service of Consultant created for this Project only, and are not intended to be deemed a sale of the files and data, and NO REPRESENTATION OR WARRANTY IS MADE, EITHER EXPRESS OR IMPLIED, CONCERNING THE MERCHANTABILITY OF THE FILES AND DATA OR THEIR FITNESS FOR A PARTICULAR PURPOSE.

Copies of documents that may be relied upon by Client are limited to the originally released documents that

contain signatures and seals of the professional employee(s) of Consultant. Any damages resulting from deviations from such originally released and signed or sealed electronic files will be at the Client's sole risk.

Consultant is not responsible for damages arising out of the use by the Client or the Client's agents of any Consultant data or report for any purpose other than its original purpose as defined in the Proposal.

While Client agrees that any patentable or copyrightable concepts developed by Consultant as a result of this Agreement shall remain the sole and exclusive property of Consultant, Client shall retain a right, without the right to grant sublicenses under any patents or copyrights of Consultant, to use any information or recommendations generated by Consultant during the performance of this Agreement. Client shall have the right to assign such right to any party who buys from client the assets of Client relating to the information or recommendations generated by Consultant under this Agreement. Nothing in this Article 19 shall restrict Consultant from using any methods, techniques or concepts developed by it under this Agreement for its benefit or the benefit of any third party.

Article 20. Subsurface Exploration

In those situations where Consultant performs subsurface exploration, the Client, to the extent of its knowledge, will furnish to Consultant information identifying the type and location of utilities and other human-made objects beneath the surface of the Project site. Consultant will take reasonable precautions to avoid damaging these utilities or objects. Prior to penetrating the site's surface, Consultant will furnish Client a plan indicating the locations intended for penetration. Consultant will not be responsible for damages arising out of contact with unidentified subsurface utilities or objects.

Article 21. Extent of Study

Client recognizes that actual environmental or geological conditions may vary from conditions encountered at locations where Consultant makes visual observations, obtains samples or performs other explorations as part of its services under this Agreement. Consultant's failure to discover potential environmental contamination, geological conditions or other conditions through appropriate techniques does not guarantee the absence of environmental contamination, geological conditions or other conditions at a site.

Article 22. Hazardous Substances

In the event that services performed under this Agreement involve hazardous substances, as defined in 40 CFR Part 302, including hazardous waste, whether or not such involvement was known or contemplated at the time this Agreement was made or when services performed by Consultant commenced under this Agreement, the following additional terms and conditions shall apply to this Agreement.

Any and all samples collected or received by Consultant or its subcontractors on behalf of Client which contain hazardous substances including hazardous waste will be, after completion of testing and at Client's expense, either returned to Client, or using a manifest signed by Client as a generator, be transported to a location selected by Client for final disposal. Client shall pay all costs associated with the storage, transport

and disposal of all such samples. Client agrees and recognizes that Consultant is acting as a bailee and at no time assumes title to any such samples or substances.

Consultant warrants that when making hazardous waste determinations on behalf of Client, Consultant will use the standard of care and diligence normally practiced by consulting firms performing similar services in the same locale. Consultant, if requested by Client, will gather bids from various hazardous waste transporters and/or treatment, storage or disposal facilities (TSDFs) that are appropriately licensed or permitted by state, federal and/or local authorities to accept the waste generated by the Client. Client acknowledges that although Consultant may gather bids from various hazardous waste transporters or TSDFs, that Client has ultimately selected such transporter or TSDF. Client understands that Consultant has not conducted regulatory compliance audits on such transporters or TSDFs nor does Consultant make any other warranties or representations other than expressly written in this paragraph related to such transporters or TSDFs. Client acknowledges that Consultant at no time assumes title to waste generated from Client's facility or site.

Client acknowledges that Consultant has no responsibility as an operator, arranger, generator, treater, storer, transporter, disposer, emitter, discharger or releaser of hazardous substances, air or water pollutants or other contaminants found or identified in conjunction with work performed hereunder.

Article 23. Third Party Rights

Except as specifically stated in this Agreement, this Agreement does not create any rights or benefits to parties other than Client and Consultant. The services provided by Consultant hereunder are for the Client only.

Article 24. Assignment

Neither party to this Agreement shall assign its duties and obligations hereunder without the prior consent of the other party except as provided in Article 4.

Article 25. Lien Notice

Consultant hereby notifies Client that persons or companies performing, furnishing or procuring labor, services, materials, plans or specifications for construction on Client's land may have lien rights on Client's land and buildings if not paid.

Article 26. Waiver

No waiver by either party of any term or condition set forth herein or the breach by the other party of any such term or condition, whether by conduct or otherwise, in any one or more instances, shall be deemed or construed as a further or continuing waiver of any such term, condition or breach or a waiver of any other term, condition or breach.

Article 27. Headings

The subject headings in this Agreement are for convenience only and are not determinative of the substance of the subject clause.

Article 28. Entire Agreement

The parties agree that this Agreement, together with proposals and attachments as referenced or incorporated herein, represents the entire and integrated agreement between the Client and Consultant and supersedes all prior communications, negotiations, representations, quotations, offers or agreements, either written or oral between the parties hereto, with respect to the subject matter hereof, and no agreement or understanding varying or extending this Agreement shall be binding upon either Party, other than by a written agreement signed by both the Client and Consultant. If additional documents represent the agreement of the parties, such documents must be itemized in Consultant's proposal. The parties agree that the provisions of these terms and conditions of this Agreement shall control over and govern as to any subsequent form or document signed by the Parties, such as Client's purchase orders, work orders, task orders, etc. and that such documents may be issued by Client to Consultant as a matter of convenience to the parties without altering any of the terms or provisions hereof.

Article 29. Severability

If any provision or part of a provision of this Agreement is declared to be invalid by any tribunal of competent jurisdiction, such part shall be deemed automatically adjusted, if possible, to conform to the requirements for validity, but if such adjustment is not possible, it shall be deemed deleted from this Agreement as though it had never been included herein. In either case, the balance of any such provision and of this Agreement shall remain in full force and effect.

Article 30. Contract Amendments

Any amendments to the Proposal or these Terms and Conditions of Agreement shall be executed by means of a written contract amendment, signed by the Client and Consultant. Changes to the Agreement will not become effective until the contract amendment has been signed by both parties. The contract amendment will document the specific changes to the Agreement along with any resulting adjustment in cost and/or schedule.

Article 31. Execution of Agreement

These Terms and Conditions of Agreement are cross referenced in Consultant's Proposal and are accepted when the Proposal is executed by the Client or when the Client authorizes Consultant to proceed with the Scope of Work. Client's representative represents that he/she is duly authorized to enter into and sign this Agreement. The parties agree that Consultant's Proposal may be executed by Client and delivered to Consultant via facsimile or other electronic means, and such facsimile or other electronic copy will constitute an original.

To: Town of East Troy Board

From: Supervisor Church

Date: October 14, 2024

RE: Motion to allow Supervisor Church to possibly appear virtually for November 18, 2024 Meeting

1. Purpose for Proposal:

Supervisor Church has a medical excuse for not attending in-person for the November 18, 2024 Town of East Troy Board Meeting. However, Church is seeking board approval to appear virtually, if unable to attend in person due to post surgical physical restrictions.

2. Goals and Objective:

Goal is to be able to attend via Zoom or Face Time for the November 18, 2024 meeting. This would be a limited request. Supervisor Church and Media Coordinator Olson would test this well in-advance of this meeting. If technology is not successful, virtual attendance will not be used. Alternatively, Supervisor Church may need to stand during the meeting.

3. Budget Impact:

Supervisor Church will provide devices that can be used if the Town equipment is not successful or available. There will be no cost to the Town.

4. Motion:

I move to approve Supervisor Church's attendance for the November 18, 2024 Town Board Meeting.

Snow plowing cost 2023-2024 season

This is as of 1-1-2023 per the DOT

Plow blade \$13.82 hr X 2.25 hr = \$31.09

Spreader tailgate mounted \$14.88 hr X 2.25 hr = \$33.48

Truck 4X4 \$18.98 hr X 2.25 hr = \$42.70

Wheel loader \$48.16 hr .05 hr = \$4.00

Salt 4500 lbs used = 394.73 lbs per mile X \$79.19 per ton = \$178.17

Fuel 10 gal diesel @\$3.78 gal. = \$37.80

Plowing time 2.25hr X \$48.18 hr = \$108.41

Maintenance and depreciation \$.67 per mile = \$184.25

259 addresses

Total \$519.90 each plowing event

That divided by 259 = \$2.00 per address per plowing

That is at overtime rate

We had 25 plowing events

\$519.90 x 25 = \$12997.50 divided by 259 = \$50.18 per address

AGREEMENT

Curbside Collection of Solid Waste and Recyclables

This contract made and entered into this _____ day of _____ 2024, by and between **Johns Disposal Service, Inc.**, hereinafter referred to as the “Contractor” and the **Town of East Troy, Wisconsin**, hereinafter referred to as the “Town”.

The Contractor agrees to furnish all labor, materials and equipment necessary for the collection of garbage, refuse and recyclables within the limits of the Town from one and two-family residential units, as follows:

A. Materials to be collected shall include the following:

1. General household trash and refuse.
2. All recyclables, including glass, tin, *steel* and bi-metal cans, plastic containers, aluminum, newspapers, mixed paper, magazines, *corrugated cardboard*, and phone books.
3. Automotive Batteries (See Section C)
4. Furniture and appliances (See Section C)
5. Motor oil if properly contained and tightly capped (See Section C)
6. Tires (See Section C)
7. E-Cycle materials (See Section F)

B. Items which will not be collected are as follows:

1. Earth, rocks, concrete, construction and demolition materials, trees or parts thereof.
2. Yard waste, which includes grass clippings, leaves, garden debris and brush.
3. Hazardous, toxic or infectious materials, including any items recognized as special waste by the State of Wisconsin.

C. The collection shall be made as follows:

1. Pickup of **NON-RECYCLABLE TRASH** will be made weekly, with all suitable materials for collection being placed by residents at the curb of their homes by 6:00 A.M. on the day of collection. All NON-RECYCLABLE TRASH shall be placed by residents in a Brown Cart provided by Johns Disposal Service.

2. Pickup of **RECYCABLES** will be made every two weeks on scheduled Garbage pick-up dates. Recyclables shall be commingled and placed in a separate Green Cart.
3. **Bulk Item Pickup** will be once a month. Residents must call at least 48-hours in advance to arrange collection of bulk items. Residents are limited to one bulk collection per month, 12 per year. Large items including furniture, appliances (including items containing CFC's such as refrigerators), bedding, carpeting, tires and truck tires (may remain on rims) and tractor tires provided that tires over 42" in diameter are quartered (no more than 2 per month, 8 per year), waste and drain oil in one (1) gallon or larger containers with secure lids that are labeled as such, and lead acid batteries. Loose construction and demolition materials will be included with the bulk items collection if contained in 32 gallon cans that weigh less than 60 pounds (no limit on number of cans). These items are to be placed at least four (4) feet from the cart. Extra garbage in cans or bins and extra recycling in bins or clear plastic bags are also included in bulk collection.
4. When the Monday or Friday pickup is interrupted by a holiday, pickup will be delayed by one day.
5. All refuse and recycling collection shall occur between 6:00 a.m. and 7:00 p.m. The Contractor's equipment shall be clearly marked with the Contractor's name and shall be utilized in a manner specified by the manufacturer of such equipment to minimize or to prevent the blowing and scattering of any materials onto the public streets or properties adjacent thereto. When spilling does occur, the materials shall be picked up as soon as possible and the area properly cleaned.
6. The Contractor shall initially provide each new unit with one *96-gallon* cart for refuse and a second *96 gallon* cart for recycling. The Contractor will deliver the carts to new units after notification of occupancy by the Town. All carts are the property of the Contractor and will be maintained by the Contractor. The homeowner is responsible for damage, other than normal wear, such as melting from hot ashes, cuts from a saw, or other avoidable damage. The Contractor is responsible for normal wear to the cart, wheels or lid and will repair the cart in a timely manner after the homeowner informs the Contractor of the problem. The Contractor is responsible for damage caused from snowplows or passing vehicles.

D. Term and cost of this contract shall be as follows:

1. Term. This contract shall be for the period, January 1, 2025 through December 31, 2029. This contract will be for five (5) years. Rate increases for 2026, 2027, 2028 and 2029 shall be the greater of 3% or the cost of living percentage (CPI) as of August 1 of each year of the contract but not to exceed 5% in one year. The Town may terminate at the end of each current year if the contractor requests an increase

greater than 5% or if a majority of the Town Board is not satisfied with the quality of service and votes to terminate the contract. The index used will be provided by the US Dept. of Labor's Bureau of Labor Statistics "economic new release" at <http://www.bls.gov/news.release/cpi.t04.htm> . This is for the Midwest Urban, Size Class B/C.

2. Cost. The Township agrees to pay the Contractor the following fees in conjunction with the services rendered pursuant to this Contract:

Disposal Service:	\$11.00 per unit per month
Bulk Item Pick-up:	\$1.72 per unit per month
Curbside pickup:	<u>\$6.35</u> per unit per month
Total	\$19.07 per unit per month

Yearly cost per unit: \$228.84

Duplexes shall be billed as two units.

\$71.50 per year premium will be invoiced for each unit serviced by the one-ton truck service.

3. Payments of contract service fees shall be made within fifteen days of the last day of each month and shall be based upon full-month occupancy, calculated at the end of each month.
4. Number of residential units on September 30, 2024: 1,975

E. E - Cycling special drop off Events

1. Twice a year, Johns Disposal Service, Inc. will provide 1 (one) 30-yard container to the Town Hall for the collection and disposal of electronics. The dates for the e-cycling events will be determined by mutual agreement of the parties. The Town will be responsible for staffing and promoting each drop off event. The drop off of electronics at the e-cycle events is limited to Town residents. The delivery and removal of the electronics containers shall be at no cost to the Town or its residents.

F. Special provisions of this Contract shall include:

1. The Contractor shall keep a record of total weights of both solid waste and of each category of recyclables collected from the Township and report those totals to the Township on a quarterly basis.
2. The Contractor shall assist the Township in making reports to the Department of Natural Resources in conformance with State recycling mandates.

3. The Contractor shall maintain a telephone service at its office during business hours for receiving calls or complaints relative to the service and shall maintain an official address for such purpose. Contractor shall take care of all complaints within a 24-hour period or within 24 hours of the next working day. All missed collections and any other complaints must be recorded in a log, noting date, time, address, complaint and a method of resolution, and must be made available to the Township upon request. The Township will refer to or inform the Contractor of any complaints which it receives.
4. The Contractor shall provide and maintain insurance to protect the Town against any and all claims for damages for personal injury, including accidental death, as well as from claims under this contract. The Town and its officers and employees shall be named as additional insureds under the policies of insurance required herein. The Contractor shall be required to have Worker's Compensation Insurance, Comprehensive General Liability Insurance, Property Damage and Motor Vehicle Insurances in the following minimum amounts:
 - a. Worker's Compensation Insurance: Liability limits shall be statutory amounts for both the workman's compensation and employer's liability
 - b. Motor Vehicle Insurance:
 - (1) Bodily Injury: \$1,000,000 each person
 - (2) Bodily Injury: \$2,000,000 each occurrence
 - (3) Property Damage: \$2,000,000 each occurrence
 - c. General Liability: The general liability limits shall be not less than \$2,000,000 per person per accident for accidental death claims and no less than a general aggregate of \$5,000,000.

In addition to the above, the Contractor shall indemnify and save harmless the Town, its agents, servants and employees, from and against any and all suits, actions, legal proceedings, claims, demands, damages, costs, including reasonable attorney's fees, for the negligent acts or willful misconduct of the Contractor or any of its employees.

None of the required policies of insurance noted above may be canceled by the Contractor without thirty (30) days' notice to the Town, with proof that insurance has been purchased to replace the canceled policy of insurance and names the Town and its agents, servants and employees as additional insureds. Evidence that the Contractor has named the Town and its agents, servants and employees as additional insureds on all required policies of insurance shall be evidenced in the form of insurance certificates that must be provided to the Town within fifteen (15) days after execution of this contract.

5. The Contractor agrees to dispose of refuse collected in a licensed processing facility or a licensed landfill. The landfill site or processing facility shall be approved by the State of Wisconsin Department of Natural Resources.

6. The Contractor agrees to sort, process and market all recyclables in compliance with current State recycling laws.
7. The Township and the Contractor shall coordinate their efforts to publicize and promote the recycling program and educate the Township's citizens regarding recycling. The Township and the Contractor will review and approve promotional activities jointly.
8. Refuse and recycling services for the Town Hall and other Town owned properties is included at no extra charge.
9. Doorway service will be provided for **elderly residents and residents with disabilities** as identified by the Town. With the cart program, smaller 48-gallon carts are available for any resident.
10. Homes located within the surrounding Lake Beulah area on roads listed below, will be serviced with smaller F350 type trucks, **where roads will not allow for large compactor type trucks**. These homes will be required to use their own cans and bags for trash. Johns will provide bins for recycling. The roads serviced by the small truck will be determined by the Town. Each unit will be charged an extra fee for this service.

1. Sawyer Lane
2. Pastime Lane
3. Kings Parkway
4. Grand View Drive
5. Kings Lane
6. Wilmer's Point Lane
7. West Bay Road
8. Country Club Lane
9. Austin Road
10. Bakavi Way
11. Oakwood Lane (South portion)
12. Lucy Lane
13. Lake Road (East portion)
14. Byrnes Lane
15. Romadka Lane
16. Island Drive
17. Thistle Lane (off of East Shore Road)
18. South Shore Lane
19. Humphrey Lane
20. Part of South Shore Drive

11. The Contractor agrees to dispose of refuse in compliance with all Town, County, State of Wisconsin and Federal Government ordinances, statutes, codes, laws, and rules, including, but not limited to, all applicable recycling laws, environmental laws, and waste disposal laws.

12. In the event of a Contract dispute, The Contractor will be able to sit down with the Town Board or appropriate governing committee to discuss and negotiate an appropriate solution.

GENERAL PROVISIONS

1. The Contractor shall hold the Township harmless from any claims and liability whatsoever due to the collection of garbage, rubbish and recyclables and its disposal in any landfill site used by the Contractor.
2. This Contract is not assignable by the Contractor of record, without the express written consent of the Town of East Troy, and in the event of bankruptcy, assignment for the benefit of creditors, or a petition for receivership relative to the Contractor of record, the Township may, without notice, declare this contract at an end, at its option.
3. The Contractor shall not subcontract any work to be performed or any materials to be furnished in the performance of this Contract without the written consent of the Township. The Contractor shall be fully responsible for any acts or omissions of its subcontractor as it is for the acts and omissions of persons directly employed by itself.
4. The performance and interpretation of this Agreement shall be according to the laws of the State of Wisconsin
5. Each provision of this Agreement is severable and should any court or other governmental body of competent jurisdiction declare any provision of this Agreement invalid or unenforceable by reason of any rule of law or public policy, all other provisions hereof shall remain in full force and effect.
6. The Contractor in executing this Agreement acknowledges that it has not been induced to enter into this Agreement by any understanding or promise or other statement, whether verbal or written, by or on behalf of the Township concerning any matter not expressed herein. The Contractor acknowledges that the Township has relied upon the proposal submitted by the Contractor and has awarded the Contract in reliance thereon.
7. Force Majeure. In no event shall the Contractor be responsible or liable for any failure or delay in the performance of its obligations hereunder arising out of or caused by, directly or indirectly, forces beyond its control, including, without limitation, strikes, work stoppages, accidents, acts of war or terrorism, civil or military disturbances, nuclear or natural catastrophes or acts of God, and interruptions, loss or malfunctions of utilities, communications services; it being understood that the Contractor shall use reasonable efforts which are consistent with accepted practices in the refuse industry to resume performance as soon as practicable under the circumstances.

8. This Agreement constitutes the entire Agreement between the parties. No modification, amendment, alteration, revision or waiver of this Agreement or any of its provisions shall be permitted by or binding upon the parties unless so agreed in writing.

TOWN OF EAST TROY

Joseph S. Klarkowski, Town Chairman

Date

Kim M. Buchanan, Town Clerk/Treasurer

Date

JOHNS DISPOSAL SERVICE, INC.

Nate Austin, Municipal Account Manager

Date

WisDOT DTSD

Southeast Regional Office
141 NW Barstow St., Suite 218
P.O. Box 798
Waukesha, WI 53187-0798

Governor Tony Evers
Secretary Craig Thompson
wisconsindot.gov
Telephone: (262) 548-5903
FAX: (262) 548-5662
Email:
waukesha.dtd@dot.wi.gov



May 8 2024

Joseph Klarkowski
Chairman, Town of East Troy
N9330 Stewart School Road
East Troy, WI 53120-0872

Dear Mr. Klarkowski,

The 2024-2029 Local Program STP (Rural, Small & Local) and Bridge approved projects list is now available. I am pleased to inform you that the following Town of East Troy projects have received federal funding:

2024-2029 LOCAL BRIDGE

County	WisDOT Region	Project ID	Route	Project Title	Project Limits	Project Type/ Federal Amount
Walworth	SE	3847-05-03	Beach Rd	T East Troy, Beach Rd	Bridge over East Troy Rail Road, B46-0150	DESIGN/ \$430,000
Walworth	SE	3847-05-73	Beach Rd	T East Troy, Beach Rd	Bridge over East Troy Rail Road, B46-0150	CONSTRUCTION/ \$2,078,027

The approved project list will be available on the WisDOT Local Programs website at the end of the day on Friday May 17, 2024.

WisDOT Local Program staff will begin working with the local project sponsors to set appropriate project schedule dates and to ensure the program schedule is balanced across program fiscal years. If you are no longer interested in proceeding with any of these projects, please contact me immediately to discuss the options available. Once the statewide program scheduling effort has been completed, WisDOT will proceed with the development of the State Municipal Agreements (SMAs). The current schedule anticipates you will receive the SMAs for the above project(s) in summer 2024.

Once again, congratulations on your project approval(s).

Sincerely,

A handwritten signature in black ink, appearing to read "Hans Higdon".

Hans Higdon
Interim Local Program Manager/ Planning Supervisor
[email:hans.higdon@dot.wi.gov](mailto:hans.higdon@dot.wi.gov)
262-548-5924

Cc: Michael Loughran, Statewide Local Program Manager
Hans Higdon, Interim Local Program Manager/ Planning Supervisor
Richard Hough, Walworth County Director of Public Works



**STATE/MUNICIPAL AGREEMENT
FOR A STATE-LET LOCAL
BRIDGE PROJECT**

Program Name: Local Bridge

Sub-program #: 205

Cycle: 2024-2029

Date: August 15, 2024

I.D.: 3847-05-03/73

Road Name: Beach Rd

Bridge ID: B64-0150

Location: Town of East Troy

Limits: BRIDGE OVER EAST TROY RR B64-0150

County: Walworth

Project Length: 1120 FT

Facility Owner: Town of East Troy

Project Sponsor: Town of East Troy

Construction scheduled for State Fiscal Year: 2029

The signatory, **Town of East Troy**, hereinafter called the Municipality, through its undersigned duly authorized officers or officials, hereby requests the State of Wisconsin Department of Transportation, hereinafter called the State, to initiate and effect the highway, street or local bridge improvement hereinafter described.

The authority for the Municipality to enter into this agreement with the State is provided by Sections 86.25(1), (2), and (3) and Section 66.0301 of the Statutes.

NEEDS AND ESTIMATE SUMMARY:

All components of the project must be defined in the environmental document if any portion of the project is federally funded. The Municipality agrees to complete all participating and any non-participating work included in this improvement consistent with the environmental document. No work on final engineering and design may occur prior to approval of the environmental document.

Funding is limited to the minimum eligible project scope necessary for a safe and effective facility per WisDOT Performance-Based Practical Design policy. The funding for the project for both structure and approach is limited to:

- replacement or rehabilitation of the existing facility,
- or, meeting minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code,
- or, an approved justification based on engineering principles that exceed either Performance-Based Practical Design or the FDM.

Complete Table A for existing and proposed improvement.

TABLE A

	Existing Facility – Current structure and condition	Proposed Improvement – Approved scope	Notes:
Type of facility	Bridge		
Bridge ID	B64-0150		
Structure passes over	East Troy RR		
Clear bridge width	33 FT	33 FT	Determine through design
Bridge length	55.5 FT	70 FT	Determine through design
Total length of approach work		300 FT	Additional approach work will require an approach length justification report
Number of spans	1	1	
Special safety issues	Yes		Sight issues at ES intersection, currently posted
Sidewalk	No	No	
Sidewalk along approach	No	No	
Bicycle / pedestrian improvements required		No	Determine through design
Improvement type as indicated on project application		Bridge Replacement – Existing Alignment	
Acquisition of right-of-way		Yes	
Approach width and type	22 FT, asphalt	22 FT wide, asphalt	
Approach shoulder width and type		6 FT wide, gravel	Determine through design
Bridge rail		Yes	
Beam guard		Yes	

Non-participating work, additional notes:

Describe non-participating work included in the project and other work necessary to completely finish the project that will be undertaken independently by the Municipality. Please note that non-participating components of a project/contract are considered part of the overall project and will be subject to applicable federal requirements:

Items to be 100% locally funded could include, but may not be limited to, asphalt paving, landscaping/restoration, adjustment of water service boxes, gate valves, and manholes; adjustment of sanitary sewer manholes, placing of new sanitary manhole seals and covers, haul roads, real estate acquisition. Additional approach work exceeding 300 feet in total length is non-participating, to be 100% locally funded, unless an Approach Length Justification Report is approved for approaches beyond 300 feet in total length.

A municipality may elect to design a bridge or elements that exceed the current Performance-Based Practical Design policy, or that exceed minimum bridge standards as outlined in the WisDOT Facilities Development Manual (FDM) or applicable TRANS code or are not justified as necessary based on current engineering principles. All costs for these features will be paid for 100% by the Municipality.

The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

Project Design costs are funded with up to **100%** state/federal funding up to a funding limit of **\$430,000**. The Municipality agrees to provide the remaining funds in excess of the **\$430,000** state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Project Construction costs are funded with up to **100%** state/federal funding up to a funding limit of **\$2,078,027**. The Municipality agrees to provide the remaining funds in excess of the **\$2,078,027** state/federal funding limit. **Any real estate, railroad, or utility costs are 100% locally funded.**

Non-participating costs are 100% the responsibility of the Municipality. Any work performed by the Municipality prior to federal authorization is not eligible for federal funding. The Municipality will be notified by the State that the project is authorized and available for charging.

This project is currently scheduled in State Fiscal Year **2029**. Sunset date: **06/30/2034**

Sunset Date is determined based on the date a project is scheduled to be authorized. Sunset date is calculated as six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State per WisDOT Change Management policy. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.

The dollar amounts shown in the Summary of Costs Table below are estimates. The final Municipal share is dependent on the final federal/state participation, and actual costs will be used in the final division of cost for billing and reimbursement.

In no event shall federal or State funding exceed the estimate in the Summary of Costs table, unless such increase is approved in writing by the State through the State's Change Management policy prior to the Municipality incurring the increased costs.

Additional funds will not be approved for projects where increased costs are due to changes outside of the project scope that were identified in the original application or the most recent State Municipal Agreement (SMA) (whichever is most current). Exceptions to this policy will be allowed when the change is necessary based on safety, conformance with applicable minimum federal and state standards, projected traffic needs, or other factors as determined by WisDOT.

TABLE B SUMMARY OF COSTS					
PHASE	Total Est. Cost	Federal/State Funds	%	Municipal Funds	%
ID 3847-05-03					
Design	\$400,000	\$400,000	100%	\$0	BAL
State Review	\$30,000	\$30,000	100%	\$0	BAL
Project Total	\$430,000	\$430,000		\$0	
ID 3847-05-03					
Participating Construction	\$1,684,077	\$1,684,077	100%	\$0	BAL
Construction Engineering	\$373,950	\$373,950	100%	\$0	BAL
Non-Participating Construction	\$808,923		0%	\$808,923	100%
State Review	\$20,000	\$20,000	100%	\$0	BAL
Project Total	\$2,886,950	\$2,078,027		\$808,923	
Total Est. Cost Distribution	\$3,316,950	\$2,508,027		\$808,923	

*Design ID 3847-05-03 federal/state funding is limited to \$430,000

*Construction ID 3847-05-73 federal/state funding is limited to \$2,078,027

This request is subject to the terms and conditions that follow (pages 4 – 9) and is made by the undersigned under proper authority to make such request for the designated Municipality and upon signature by the State and delivery to the Municipality shall constitute agreement between the Municipality and the State. No term or provision of neither the State/Municipal Agreement nor any of its attachments may be changed, waived or terminated orally but only by an instrument in writing executed by both parties to the State/Municipal Agreement.

Signatures certify the content has not been altered by the municipality.
Signed for and in behalf of: **Town of Easy Troy** (please sign in blue ink.)

Name (print)

Title

Signature

Date

Signed for and in behalf of the **State** (please sign in blue ink.)

Name (print): Tony Barth

Title: SE Region Chief

Signature

Date

GENERAL TERMS AND CONDITIONS:

1. All projects must be in an approved Transportation Improvement Program (TIP) or State Transportation Improvement Program (STIP) prior to requesting authorization.
2. Work prior to federal authorization is ineligible for federal or state funding.
3. The Municipality, throughout the entire project, commits to comply with and promote all applicable federal and state laws and regulations that include, but are not limited to, the following:
 - a. Environmental requirements, including but not limited to those set forth in the 23 U.S.C. 139 and National Environmental Policy Act (42 U.S.C. 4321 et seq.)
 - b. Equal protection guaranteed under the U.S. Constitution, WI Constitution, Title VI of the Civil Rights Act and Wis. Stat. 16.765. The municipality agrees to comply with and promote applicable federal and state laws, executive orders, regulations, and implementing requirements intended to provide for the fair and equitable treatment of individuals and the fair and equitable delivery of services to the public. In addition, the Municipality agrees not to engage in any illegal discrimination in violation of applicable federal or state laws and regulations. This includes but is not limited to Title VI of the Civil Rights Act of 1964 which provides that "no person in the United States shall, on the ground of race, color, or national origin, be excluded from participation in, be denied the benefits of, or be subjected to discrimination under any program or activity receiving federal financial assistance." The Municipality agrees that public funds, which are collected in a nondiscriminatory manner, should not be used in ways that subsidize, promote, or perpetuate illegal discrimination based on prohibited factors such as race, color, national origin, sex, age, physical or mental disability, sexual orientation, or retaliation.
 - c. Prevailing wage requirements, including but not limited to 23 U.S.C 113.
 - d. Buy America Provision and its equivalent state statutes, set forth in 23 U.S.C. 313 and Wis. Stat. 16.754.
 - e. Competitive bidding and confidentiality requirements set forth in 23 U.S.C 112 and Wis. Stat. 84.06. This includes the sharing of financial data prior to the conclusion of the competitive bid period.
 - f. All applicable Disadvantaged Business Enterprise (DBE) requirements that the State specifies.

- g. Federal statutes that govern the Highway Bridge Replacement and Rehabilitation Program, including but not limited to 23 U.S.C. 144.
- h. State statutes that govern the Local Bridge Program, including but not limited to Wis. Stat. 84.18.
- i. Bridge approaches funding policy. The Federal Highway Administration (FHWA) and Wis. Stat. 84.18(2)(e) limit bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).
- j. State administrative rule that implements Local Bridge Program: Ch. Trans 213.

STATE RESPONSIBILITIES AND REQUIREMENTS:

- 4. Funding of each project phase is subject to inclusion in Wisconsin's approved 2024-2029 Local Bridge Program. Federal/state financing will be limited to participation in the costs of the following items, as applicable to the project:
 - a. The grading, base, pavement, and curb and gutter, sidewalk, and replacement of disturbed driveways in kind.
 - b. The substructure, superstructure, grading, base, pavement, and other related bridge and approach items.
 - c. Storm sewer mains necessary for the surface water drainage.
 - d. Catch basins and inlets for surface water drainage of the improvement, with connections to the storm sewer main.
 - e. Construction engineering incident to inspection and supervision of actual construction work (except for inspection, staking, and testing of sanitary sewer and water main).
 - f. Signing and pavement marking.
 - g. New installations or alteration of street lighting and traffic signals or devices.
 - h. Landscaping.
 - i. Preliminary engineering and design.
 - j. State review services.
- 5. State is authorized by Wis. Stat. 84.18(6) to exercise whole supervision and control over the construction of the project. The work will be administered by the State and may include items not eligible for federal/state participation.
- 6. As the work progresses, the State will bill the Municipality for work completed which is not chargeable to federal/state funds. Upon completion of the project, a final audit will be made to determine the final division of costs subject to project funding limits in the Summary of Costs Table. If reviews or audits show any of the work to be ineligible for federal/state funding, the Municipality will be responsible for any withdrawn costs associated with the ineligible work.

MUNICIPAL RESPONSIBILITIES AND REQUIREMENTS:

- 7. Work necessary to complete the 2024–2029 Local Bridge Program improvement project to be financed entirely by the Municipality or other utility or facility owner includes the items listed below.
 - a. New installations of or alteration of sanitary sewers and connections, water, gas, electric, telephone, telegraph, fire or police alarm facilities, parking meters, and similar utilities.

- b. Damages to abutting property after project completion due to change in street or sidewalk widths, grades or drainage.
 - c. Detour routes and haul roads. The municipality is responsible for determining the detour route.
 - d. Conditioning, if required and maintenance of detour routes.
 - e. Repair of damages to roads or streets caused by reason of their use in hauling materials incident to the improvement.
 - f. All work related to underground storage tanks and contaminated soils.
 - g. Street and bridge width in excess of standards.
 - h. Real estate for the improvement.
8. This line intentionally left blank.
 9. FHWA limits bridge approach costs to only those approach costs that are necessary to render the bridge serviceable (to reach the attainable touchdown points using current standards).
 10. The construction of the subject improvement will be in accordance with the appropriate standards unless an exception to standards is granted by State prior to construction. The entire cost of the construction project, not constructed to standards, will be the responsibility of the Municipality unless such exception is granted.
 11. Work to be performed by the Municipality without federal/state funding participation, necessary to ensure a complete improvement acceptable to the Federal Highway Administration and/or the State may be done in a manner at the election of the Municipality but must be coordinated with all other work undertaken during construction.
 12. The Municipality is responsible for financing administrative expenses related to Municipal project responsibilities.
 13. The Municipality will include in all contracts executed by them a provision obligating the contractor not to discriminate against any employee or applicant for employment because of age, race, religion, color, handicap, sex, physical condition, developmental disability as defined in Wis. Stat. 51.01 (5), sexual orientation as defined in Wis. Stat. 111.32 (13m), or national origin.
 14. The Municipality will pay to the State all costs incurred by the State in connection with the improvement that exceed federal/state financing limits or are ineligible for federal/state financing. To guarantee the Municipality's foregoing agreements to pay the State, the Municipality, through its above duly authorized officers or officials, agrees and authorizes the State to set off and withhold the required reimbursement amount as determined by the State from any moneys otherwise due and payable by the State to the Municipality.
 15. In accordance with the State's sunset policy for Local Bridge Program projects, the subject 2024-2029 Local Bridge Program improvement must be constructed and in final acceptance within six years from the beginning of the state fiscal year (SFY) in which a project is initially scheduled. Extensions may be available upon approval of a written request by or on behalf of the Municipality to State. The written request shall explain the reasons for project implementation delay and revised timeline for project completion.
 16. If the Municipality should withdraw the project, it will reimburse the State for any costs incurred by the State on behalf of the project.
 17. The Municipality will at its own cost and expense:
 - a. Maintain all portions of the project that lie within its jurisdiction (to include, but not limited to, cleaning storm sewers, removing debris from sumps or inlets, and regular maintenance of the catch basins, curb and gutter, sidewalks, and parking lanes [including snow and ice removal]) for

such maintenance in a manner consistent with reasonable industry standards, and will make ample provision for such maintenance each year.

- b. Regulate [or prohibit] parking at all times in the vicinity of the proposed improvements during their construction.
- c. Regulate [or prohibit] all parking at locations where and when the pavement area usually occupied by parked vehicles will be needed to carry active traffic in the street.
- d. Assume general responsibility for all public information and public relations for the project and to make fitting announcement to the press and such outlets as would generally alert the affected property owners and the community of the nature, extent, and timing of the project and arrangements for handling traffic within and around the projects.
- e. Provide complete plans, specifications, and estimates to State upon request.
- f. Provide relocation orders and real estate plats to State upon request.
- g. Use the *WisDOT Utility Accommodation Policy*, unless it adopts a policy that has equal or more restrictive controls.
- h. Provide maintenance and energy for lighting.
- i. Provide proper care and maintenance of all landscaping elements of the project including replacement of any plant materials damaged by disease, drought, vandalism, or other cause.

18. It is further agreed by the Municipality that:

- a. The Municipality assumes full responsibility for the design, installation, testing and operation of any sanitary sewer and water main infrastructure within the improvement project and relieves the state and all its employees from liability for all suits, actions, or claims resulting from the sanitary sewer and water main construction under this agreement.
- b. The Municipality assumes full responsibility for the plans and special provisions provided by their designer, or anyone hired, contracted, or otherwise engaged by the Municipality. The Municipality is responsible for any expense or cost resulting from any error or omission in such plans or special provisions. The Municipality will reimburse State if State incurs any cost or expense in order to correct or otherwise remedy such error or omission or consequences of such error or omission.
- c. The Municipality will be 100% responsible for all costs associated with utility issues involving the contractor, including costs related to utility delays.
- d. All signs and traffic control devices and other protective structures erected on or in connection with the project including such of these as are installed at the sole cost and expense of the Municipality or by others, will be in conformity with such *Manual of Uniform Traffic Control Devices* as may be adopted by the American Association of State Highway and Transportation Officials, approved by the State, and concurred with by the FHWA.
- e. The right-of-way available or provided for the project will be held and maintained inviolate for public highway or street purposes. Those signs prohibited under federal highway regulations, posters, billboards, roadside stands, or other private installations prohibited by federal or State highway regulations will not be permitted within the right-of-way limits of the project. The Municipality, within its jurisdictional limits, will remove or cause to be removed from the right-of-way of the project all private installations of whatever nature which may be or cause an obstruction or interfere with the free flow of traffic, or which may be or cause a hazard to traffic, or which impair the usefulness of the project and all other encroachments which may be required to be removed by the State at its own election or at the request of the FHWA, and that now such installations will be permitted to be erected or maintained in the future.

- f. The Municipality is responsible for any damage caused by legally hauled loads, including permitted Oversize and Overweight loads. The contractor is responsible for any damage caused to haul roads if they do not obey size and weight laws, use properly equipped and maintained vehicles, and do not prevent spilling of materials onto the haul road (*WisDOT Standard Specifications* 618.1, 108.7, 107.8). The local maintaining authority can impose special or seasonal weight limitations as defined in Wis. Stat. 349.16, but this should not be used for the sole purpose of preventing hauling on the road.

The bid item 618.0100 Maintenance and Repair of Haul Roads (project) is ineligible for federal funding on local program projects as per the State/Municipal Agreement. The repair of damages as a result of hauling materials for the project is the responsibility of the Municipality as specified in the State/Municipal Agreement Terms and Conditions under "Municipal Responsibilities and Requirements."

LEGAL RELATIONSHIPS:

19. The State shall not be liable to the Municipality for damages or delays resulting from work by third parties. The State also shall be exempt from liability to the Municipality for damages or delays resulting from injunctions or other restraining orders obtained by third parties.
20. The State will not be liable to any third party for injuries or damages resulting from work under or for the Project. The Municipality and the Municipality's surety shall indemnify and save harmless the State, its officers and employees, from all suits, actions or claims of any character brought because of any injuries or damages received or sustained by any person, persons or property on account of the operations of the Municipality and its sureties; or on account of or in consequence of any neglect in safeguarding the work; or because of any act or omission, neglect or misconduct of the Municipality or its sureties; or because of any claims or amounts recovered for any infringement by the Municipality and its sureties of patent, trademark or copyright; or from any claims or amounts arising or recovered under the Worker's Compensation Act, relating to the employees of the Municipality and its sureties; or any other law, ordinance, order or decree relating to the Municipality's operations.
21. Contract modification: This State/Municipal Agreement can only be modified by written instruments duly executed by both parties. No term or provision of neither this State/Municipal Agreement nor any of its attachments may be changed, waived, or terminated orally.
22. Binding effects: All terms of this State/Municipal Agreement shall be binding upon and inure to the benefits of the legal representatives, successors and executors. No rights under this State/Municipal Agreement may be transferred to a third party. This State/Municipal Agreement creates no third-party enforcement rights.
23. Choice of law and forum: This State/Municipal Agreement shall be interpreted and enforced in accordance with the laws of the State of Wisconsin. The parties hereby expressly agree that the terms contained herein and in any deed executed pursuant to this State/Municipal Agreement are enforceable by an action in the Circuit Court of Dane County, Wisconsin.

PROJECT FUNDING CONDITIONS

24. Non-appropriation of funds: With respect to any payment required to be made by the State under this State/Municipal Agreement, the parties acknowledge the State's authority to make such payment is contingent upon appropriation of funds and required legislative approval sufficient for such purpose by the Legislature. If such funds are not so appropriated, either the Municipality or the State may terminate this State/Municipal Agreement after providing written notice not less than thirty (30) days before termination.
25. Maintenance of records: During the term of performance of this State/Municipal Agreement, and for a period not less than three years from the date of final payment to the Municipality, records and accounts pertaining to the performance of this State/Municipal Agreement are to be kept available for inspection and audit by representatives of the State. The State reserves the right to audit and inspect such records and accounts at any time. The Municipality shall provide appropriate accommodations for such audit and inspection.

In the event that any litigation, claim or audit is initiated prior to the expiration of said records maintenance period, the records shall be retained until such litigation, claim or audit involving the records is complete.

26. The Municipality agrees to the following 2024-2029 Local Bridge Program project funding conditions:

a. ID 3847-05-03: Design.

i. Design is funded with 100% state/federal funding up to a funding limit of **\$430,000**, where applicable when the Municipality agrees to provide the remaining funds in excess of the **\$430,000** state/federal funding limit. This phase includes plan development and state review. The work includes project review, approval of required reports and documents and processing the final Plan, Specification & Estimate (PS&E) document for award of the contract. Costs for this phase include an estimated amount for state review activities, to be funded 100% with state/federal funding and the Municipality agrees to provide the remaining funds in excess of the **\$430,000** state/federal funding limit.

b. Real estate acquisition is 100% the responsibility of the Municipality.

c. ID 3847-05-73: Construction.

i. Costs for construction, engineering, and state review are funded with 100% state/federal funding up to a funding limit of **\$2,078,027**, when the Municipality agrees to provide the remaining funds in excess of the **\$2,078,027** state/federal funding limit.

ii. Non-participating costs for are funded 100% by the Municipality. Approach lengths beyond 300 feet in total length are non-participating and funded 100% by the Municipality, unless an Approach Length Justification Report is approved for approaches beyond 300 feet in total length. Costs include construction delivery.

[End of Document]

TOWN BOARD MEETING SCHEDULE

DATE	TIME	MEETING
October 14, 2024	6:30 PM	Town Board Meeting
October 16, 2024	6:30 PM	Booth Lake Park Board Meeting
October 21, 2024	5:30 PM	Budget Workshop
October 22 - 25, 2024	8:00 AM to 4:00 PM	In-Person Absentee
October 24, 2024	4:00 - 7:00 PM	Treak or Treat - Entire Town
October 29, 2024	9:00 AM	Public Test of Voting Equipment
October 28 - November 1, 2024	8:00 AM to 6:00 PM	In-Person Absentee
November 4, 2024	5:30 PM	Park Board Meeting
November 5, 2024	7:00 AM - 8:00 PM	General Election
November 6 & 20, 2024	6:30 PM	Planning Commission
November 18, 2024	5:30 PM	Public Budget Hearing
November 18, 2024	6:30 PM	Town Board Meeting
November 27, 28 & 29, 2024	All Day	Town Hall Closed - Thanksgiving