

VILLAGE OF EPHRAIM

FOUNDED 1853



VILLAGE OF EPHRAIM BOARD MEETING AGENDA

TUESDAY, MARCH 14, 2023, 7:00 PM

9996 Water Street

NOTE: THIS MEETING OF WILL BE SIMULTANEOUSLY HELD VIA TELECONFERENCING. STAFF, COMMITTEE MEMBERS AND THE PUBLIC ARE WELCOME TO PARTICIPATE IN THIS MANNER. TELECONFERENCING WILL BE AVAILABLE BY COMPUTER, PHONE, TABLET, OR DIAL IN. CONNECTION INFORMATION BELOW:

1. **Call to Order**
2. **Quorum**
3. **Changes in Agenda**
4. **Visitor's Comments**
5. **Approval of Previous Minutes**
6. **President's Comments**
7. **Consent Agenda Items**
8. **Administration**
 - a. Presentation from Dr. Brett Stousland, Superintendent of Gibraltar School District, regarding referendum
 - b. Discussion Door County Community Foundation Community Investment Fund Grant
 - c. Discussion regarding possible projects for Community Investment Fund Grant
 - d. Discussion and consideration regarding Village Hall landscaping plan
 - c. Discussion and consideration regarding Capital Projects and Capital Project Committees
 - d. Discussion and consideration regarding AECOM engineering proposal for North End Path project
 - e. Discussion and consideration regarding committee appointments
 - f. Discussion regarding Village goal setting
 - g. Discussion regarding Anderson Dock Graffiti
9. **Wastewater**
 - a. Discussion and consideration regarding control panel repair at lift station #1
10. **Committee Minutes for review:**
11. **Visitors' Comments:**
12. **New Business for Next Meeting:**
13. **Adjournment**

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	Date: <u>3/10/2023</u>
Andrea Collak, Clerk	<u>X</u> Village Administrative Office
	<u>X</u> Visitors' Center
	<u>X</u> Post Office
Kim Roberts, Deputy Clerk	<u>X</u> Website www.ephraim.wi.gov
	<u>X</u> Emailed to WDOR Radio
	<u>X</u> Emailed to Peninsula Pulse

**VILLAGE OF EPHRAIM
VILLAGE BOARD MEETING MINUTES
TUESDAY, FEBRUARY 14, 2023 – 7:00 PM
9996 Water Street- Ephraim Village Hall**



Action Items:

T. Nelson moved, C. Nelson seconded to approve the Closed Session minutes of January 10, 2023, all ayes. Motion carried.

T. Nelson moved, C. Nelson seconded to approve the minutes of January 10, 2023, all ayes. Motion carried

C. Nelson moved, T. Nelson seconded to approve the consent agenda items as presented, all ayes. Motion carried.

McCutcheon moved, T. Nelson seconded to appoint Dennis Jewell to the Wastewater Committee, all ayes. Motion carried.

T. Nelson moved, Meacham seconded to purchase the Vermeer 150043VP wood chipper not to exceed eighty-six thousand dollars (\$86,000) to be funded by room tax revenue, all ayes. Motion carried.

K. Nelson moved, C. Nelson seconded to approve the Preliminary Plat for Townline 1 LLC at 10471 Townline Drive as submitted, conditioned upon compliance with Chapter 236 Wisc. Statutes; compliance with the Ephraim Code of Ordinances currently in effect; compliance with applicable state provisions of state administrative code; installation of public and private improvements as presented to the Plan Committee at its January 24, 2023 meeting and as approved by Village Administrator before issuance of any building permit; and completed review by the Village of Ephraim Wastewater Department and McMahon Engineers. The recommendations shall be in addition to any conditions imposed under the conditional use process. Roll call vote: Meacham aye, C. Nelson aye, K. Nelson aye, T. Nelson aye, and McCutcheon aye. Motion carried.

T. Nelson moved, C. Nelson seconded that the Village Board of Trustees take over the Village Hall Landscaping Plan(s). Roll call vote: Meacham aye, C. Nelson aye, K. Nelson aye, T. Nelson aye, and McCutcheon aye. Motion carried.

The consensus of the Village Board was to pay the balance due to Baudhuin (now Stantec) under the supervision of President McCutcheon and start fresh with Stantec.

T. Nelson moved, Meacham seconded to approve the asphalt paving of the inside of the pole barn and the two (2) aprons as described in the Bissen Asphalt bid not to exceed fifteen thousand dollars (\$15,000), all ayes. Motion carried.

The consensus of the Village Board was the funding for the asphalt project should come from the Maintenance Budget.

T. Nelson moved, C. Nelson seconded to adjourn at 9:52 PM, all ayes. Motion carried.

Present: Matt Meacham, Cindy Nelson, Ken Nelson, Tim Nelson, and Dr. Michael McCutcheon-President.

Staff: Brent Bristol - Village Administrator, Justin MacDonald - Maintenance Manager/Fire Chief, and Kim Roberts - Deputy Clerk

Guests: Attorney James Kalny, Marsella Fults, BD Thorp, Tad Dukehart, Paul Wilson, Lane Methner (EBC), Sarah Martin (EBC), Julie Gilbert (DDC), Jon Jarosh (DDC), Juliana Behme (DCTZC), Nedd Neddersen, Jim Peterman, Maggie Peterman, Elfie Johnson, and Kelsey Stone (EBC), Chris Schmeltz, Steve Bieda, and Keith Garrot.

1. Call to Order: The meeting was called to order by McCutcheon at 7:00 PM.

2. **Changes to the agenda:** Bristol noted that due to those in attendance here to speak on agenda items, agenda items 8c, 9a, and 9b would be moved to the front of the agenda.
3. **Approval of the previous minutes:**
T. Nelson moved, C. Nelson seconded to approve the Closed Session minutes of January 10, 2023, all ayes. Motion carried.
T. Nelson moved, C. Nelson seconded to approve the minutes of January 10, 2023, all ayes. Motion carried
4. **Visitors' Comments:** There were no visitor comments.
5. **President's Comments:** There were no comments from President McCutcheon.
6. **Consent Agenda items:**
C. Nelson moved, T. Nelson seconded to approve the consent agenda items as presented, all ayes. Motion carried.
7. **Administration:**
 - a. **Discussion with Destination Door County and the Door County Community Foundation:**

Julie Gilbert of Destination Door County "DDC" thanked the Board for their time to allow her to present the Community Investment Fund "CIF" program. She shared a flow chart depicting the distribution of room tax in Door County as well as a handout with information about the CIF program. She noted that DDC continues to evolve into a community-shared values organization that balances sustainability for our business, organizations, and the environment. She added that the organization recognized that it was essential to better support their municipalities and other organizations because of the increased demands on local tourism infrastructure. An initial task force was formed together with DCTZC Commissioners, DDC Board of Directors, community leaders throughout the county, and with the help and facilitation of the Door County Community Foundation "DCCF" the CIF was created.

Gilbert stated that they were looking forward to seeing strategic projects, that have a long-term impact, that cross municipal boundaries, and that benefit many. Projects that were not only good for the visitors but also benefit our residents. She went on to say that the creation of the CIF is a natural evolution of DDC by using a portion of the room tax revenue, paid by visitors. She stressed that the room tax statute requires that the room tax revenue be used on projects that will be significantly used by visitors, for which seasonal residents don't qualify, and the project must likely lead to an increase in paid overnight stays. These are requirements for any application to the CIF. We are looking, she said, for priorities that include creative ideas, that have a meaningful impact on the people who live and work here, that impact crosses municipal boundaries, encourages collaboration, leverages additional resources, and residents experience that positive of the visitor economy. The more the priorities that are addressed by an applicant, the more likely it is that a project will receive a grant. She reiterated that the project must be used significantly by visitors and reasonably likely to generate paid overnight stays, however, that is not sufficient, a project must positively impact people who live and work here in Door County.

Gilbert stated that the first-year grant cycle will run quarterly with a deadline of 4:00 PM on April 6, July 6, October 5, and January 4, 2024. She added that they are encouraging applicants to reach out to the DCCF before applying to assess project ideas. She further explained the application forms that are required as well as a FAQ sheet.

T. Nelson inquired about the nineteen percent (19%) distribution to the Strategic Community Partnership "SCP" Program. A discussion was held about the SCP Program. Jon Jarosh provided a historical perspective of the program. T. Nelson asked why the nineteen percent (19%) was firm and everything else goes to the DDC budget. Gilbert explained the DCTZC approves the DDC budget and they receive room tax revenue up to the budgeted amount, anything over that

amount goes into the DCTZC reserve fund. She added that the budget was well laid out and transparent to reflect that DDC is a good steward of the public funds stemming from room tax revenue. Bristol confirmed that the DCTZC reserve fund was new as of the recently signed Entity Agreement. Gilbert agreed. Additional discussion occurred regarding the growth of room tax revenue from 2021 and 2022 and how the additional revenue was spent by DDC.

Meacham asked how it was decided that the Door County Community Foundation “DCCF” would administer the CIF grant program and who would approve the grants.

Gilbert stated that they don’t know who will be selecting the grants. DCCF was selected to administer the CIF program to avoid bias or political pressure. She noted that the Governance Committee, which would be made up of the same people that comprised the Task Force, would review for checks and balances.

Meacham stated that a representative from each municipality that generates room tax revenue should be part of the selection committee.

Gilbert explained how the DCCF administers the fund to keep bias out of the selection process and stated that each municipality can apply for a grant.

Meacham asked Gilbert to explain DDC’s method of finding the right type of visitor and its cost.

Gilbert explained the Value-Based Visitor program in that visitors were targeted as high-value consumers that stay longer and spend more. She added that the cost was outlined in the budget that was approved by the DCTZC and the metrics of the program were reported monthly.

K. Nelson noted that Gilbert had referenced transparency three (3) times, which he totally agreed with. We are dealing with government tax revenue, he stressed. Everything we do in Ephraim is transparent. For the CIF program, it sounds like we are going to have a secret selection committee and a secret governance committee. He encouraged DDC to post the committee composition. You say that you don’t want it to become political but you are dealing with tax revenue; it is political. That just doesn’t cut it with me, he said, it has to be transparent. You have to tell us who is on these committees. It is ridiculous to have secret committees when you are dealing with a million dollars in tax revenues and probably not legal.

Gilbert replied that the Governance Committee was not secret as it will be made up of the published Task Force Committee members which included members of the DDC, DCTZC, and local business leaders. She added that they had been back and forth with attorneys to ensure that they are following all the state and legal guidelines regarding what this fund will be doing. She added that she would make sure that everyone on the committee understands K. Nelson’s concerns and offered to follow up with K. Nelson.

K. Nelson stated you can talk about what is legally required but the right way to do this is to have transparency. The right way to do this is to name who is on the selection committee and who decides who gets part of the million dollars must be public. Whether or not it is legally required, he urged the DDC to publish that information.

McCutcheon stated it was his understanding after spending time with DDC that the DCTZC passes judgment on the DDC budget. What happens if the DDC board passes their budget; who gets the final say on the DDC budget, he asked.

Gilbert replied that the DCTZC has the final approval of the budget because they are the funding entity.

McCutcheon expressed concern that there had been little communication about what was developing and then all of a sudden, a complete plan was presented without any input from municipalities. He noted that the Task Force now becomes the Governance Board, is that correct, he asked.

Yes, replied Gilbert.

McCutcheon asked how long each person's term would be on the Governance Committee.

Gilbert stated that membership will change after the first year to make sure that different people are participating on the Governance Committee.

McCutcheon noted that for our DCTZC representatives, the power lies in the DDC budget approval.

Gilbert agreed.

McCutcheon inquired if besides the CIF grant fund, would there be charging stations funded through the DDC.

Gilbert stated there was an electric vehicle charging grant that has been budgeted for in the amount of thirty-two thousand dollars (\$32,000). Eight (8) grants will be awarded per quarter in the amount of one thousand dollars (\$1,000). There will be an application that can be submitted online, she said.

A discussion was held about the Strategic Planning Committee which creates the Strategic Plan for the upcoming year. Four (4) DCTZC members and four (4) DDC Board of Directors come together to review performance indicators. McCutcheon asked if the Strategic Plan was approved by the committee. Gilbert explained it was a process of collaboration and consensus. Nedderson offered insight into the process as a member of the committee. He noted it was a standalone process that reviewed how to spend marketing and operational dollars to create a consensus and criteria for goals and guidelines. He went on to say the nineteen percent (19%) allocated to SCP funds via the Entity Agreement was to create a situation to support the operations of local Community Business Associations "CBAs" and to free up municipal money. Bristol expressed concern that the nineteen percent (19%) has not yet been fully funded due to the use of two (2) year-old data for the distribution of SCP funds; EBC's actual income for this year has been less than in previous years. Bristol confirmed that the nineteen percent (19%) number would not be capped in the future. Gilbert agreed and said that the last audited DCTZC financials are used to calculate financials for the distribution of SCP funds.

Bristol stated that committee names will not be published, those who apply and don't receive grants will not be published, but those who receive money will be published. Will anything be reported to the DCTZC so that we can see that information, he asked.

Gilbert replied yes.

Sarah Martin asked that Gilbert discuss the relationship in funding between municipalities and CBAs. She added that she felt like she was hearing a bit of conflicting information tonight and in the past. She added that EBC is the only CBA not receiving municipal funding in 2022. She asked that Gilbert clarify what is going on in other communities concerning municipal funding of CBAs or what their hope is for communities.

Gilbert stated that municipalities should support the CBAs because they are extremely important to each municipality. She added that the DDC relies on the CBAs significantly. She noted that she was not part of the process of presentations regarding the room tax increase. She had wanted to keep the program because it helps support the uniqueness of each community and it is the CBAs that keep things running in terms of events, enthusiasm, and excitement.

Jarosh stated that one of the things that they had hoped with the increase in SCP dollars was that CBAs would rely less on municipal money, however, every CBA is extremely different and has different needs. We certainly encourage communities to still support their CBAs. The amount of support will vary by municipality depending on their needs.

What has been lost with this funding, Neddersen stated, is the relationship with the Board. He asked the Board to consider partial funding to work together with EBC which in turn would bring back some oversight and work together as a community.

T. Nelson discussed SCP funding and why Ephraim backed off funding EBC. It was straightforward, he said, with the increase in room tax generating so much more money. That being said, if it came down to it, he felt that DDC should provide more money to SCP and reduce the CIF program if the nineteen percent (19%) is not enough for the CBAs. We were justified in backing out of that funding altogether to see how much money is being levied and how much money is being collected. And then you turn around and say the community is more than welcome to continue spending even more money, even though we are generating all this money for you to spend. It is getting to be a huge pot of money; expecting it to come back and actually have the benefit of having our business association fully funded. I don't think that is asking too much, he said.

Meacham commented that we all sat in this building and listened to Dave Eliot promise if we agreed to approve the room tax increase, that we, the Village of Ephraim, would not have to fund the EBC anymore because there would be all this money. Now we are being told a different story. My point is that it is very hard to trust what is being said when what has been said before has not come to fruition. I understand that people are saying we need to work with EBC and that is fine. The issue is we were told one thing and sold another bill of goods. There is nothing that shows us that this is not going to continue down the same road.

Gilbert stated that she appreciated the insight; it makes us better to understand concerns and needs.

Jarosh reviewed the Municipal Reimbursement Program.

Juliana Behme provided an update on DCTZC activities.

b. Discussion and consideration regarding Townline 1 LLC – 10471 Townline Drive- Preliminary Plat:

Bristol provided a summary of the process regarding the Preliminary Plat. He stated that a unique request is on the agenda of the Village Board, the preliminary plat review submitted by Townline 1 LLC. This plat review comes from an evolved residential development project located at 10471 Townline Drive. The applicants have been before the Village Plan Committee many times over the past twelve (12) months. There are two (2) main aspects of the project as it is currently drawn. First is a Conditional Use request for a ten (10) unit multi-family residential housing project of standalone single-family homes through condo ownership in the Commercial District. Second, is the creation of five (5) standalone two (2) acre parcels in the Rural Residential district. While separate requests these projects are very much intertwined as private infrastructure including storm sewer, sanitary sewer, and private roads will be shared via plats and easements. The Plan Committee has outlined a ten (10) item list of conditions/items that need to be addressed by the applicant before final consideration of the Conditional Use. Just this week approval was obtained for the storm sewer plans from the Door County Soil and Water Department. This leaves approval of the sanitary sewer plan submitted to McMahon for review as the last significant unchecked box of the committee per their list provided in October of 2022. The Multi-Family part of the project is in the hands of the Plan Committee and will be reviewed for any future building permits for construction on the Rural Residential lots, however, Village Board action is required for the project to proceed as planned. In a typical property division scenario, where land is to be divided, an owner works with a surveyor to create a Certified Survey Map showing the intended division. In most cases this process is straightforward and if compliant with the zoning code, can be signed by me and recorded over the counter. However, per the Village code, the act of division that creates three (3) or more parcels or building sites of five (5) acres or less within a five (5) year period, requires adherence to the subdivision rules

found in Chapter 18 of the Village Code of Ordinances as well as Chapter 236 of Wisconsin State Statutes. This request is taking an eighteen (18) acre parent parcel and dividing it into seven (7) lots, six (6) of which are less than five (5) acres in size. While the Plan Committee has review ability when it comes to approval of the plat it is the Village Board who ultimately has the approval authority. He noted that the final plat would come back to the Village Board for review. It was acting upon from a review standpoint by the Plan Committee with a detailed motion, he said.

What we are talking about, Attorney Kalny stated, is a big certified survey map with quite a few more lots. The procedure in subdivisions under Chapter 18 of the Ephraim Code of Ordinances and Chapter 236 of Wisconsin State Statutes breaks down into three (3) steps. The first step is that a developer will speak with Village staff and start breaking down how they want to subdivide their property. Second, a preliminary plat is produced under ordinance and goes to the Plan Committee for review, but the final decision on the preliminary plat has to come from the Board. After that, a little bit more detail is provided in what is called a final plat will again be submitted to the Plan Committee and the Board for final approval. It is important what we are doing here this evening, remember we are approving a map. If the final plat conforms substantially to the preliminary plat as approved including any conditions that are put on the approval and local ordinances, the final plat has to be approved. We want to make sure we have a pretty good idea of what this is going to look like.

Attorney Kalny reviewed preliminary plat review requirements. All of these go to the technical merits of the map to make sure it is properly drafted and then to address our concern about getting municipal services to the area. He added that we also get a brief description of the restrictive covenants.

Attorney Kalny detailed the procedure. What we are to do, he said, is send it to the County, which has already happened, and send it to the Department of Administration "DOA" which we are in the process of. The Plan Committee took the first look and the approval by the Plan Committee is just a recommendation to the Board which was a conditional approval. The role of the Board is to approve, deny or approve with conditions. The scope of authority is pretty limited, he said, we are looking at a map and approving a map of how an entity is going to divide their property. We will look at the provisions of Chapter 236 which is a list of the technical requirements for a drawing of a plat. The Ephraim Ordinance reiterates much of Chapter 236 then the DOA will go through a checklist to make sure everything has been done properly. We can require conditions for accepting the plat based on those types of elements. He added it is unusual in this case that there are mostly private roads, but at the same time, we are in a position to put a condition on it that the improvements be done in a reasonable amount of time which is already in the Plan Committee's recommendation. Attorney Kalny reviewed the types of conditions that might be included. He noted that the conditional approval of the plat subject to the conditions of the Plan Committee would be wise. He added that he would amend the Plan Committee's recommendation slightly. He noted the recommendation refers to a certification by the Department of Administration "DOA" but we are just looking for a review at this time, he said. There will be a certification later with the final plat. If there is a problem with the DOA we want the developer to know about it now before they finalize the final plat.

T. Nelson suggested the Plan Committee recommendation regarding "improvements reasonably necessary". He expressed concern about reasonable to whom.

Attorney Kalny noted that it does go through an approval process. For example, sewer goes through the county approval process. We will have the right to do permit approval and connection approval. He suggested saying "subject to approval, if necessary" if you do not want to use the term reasonable.

K. Nelson suggested that the fourth line of the motion be changed from “subdivider makes and installs” to “installation of public improvements as presented to the Plan Committee at its January 24, 2023 meeting and as approved by Village administrator.” He added that the point was made when we said to the developer that we would like all these improvements made before we would issue a building permit, however, a situation was brought up that they would not want to do the last lift of asphalt until the houses are built. He wanted to give the Village Administrator the authority to decide exactly what part of these would have to be completed as we move along. He requested that the portion containing Door County Soil and Water be struck because that has already been received.

Kalny suggested adding “public and private improvements”.

K. Nelson moved, C. Nelson seconded to approve the Preliminary Plat for Townline 1 LLC at 10471 Townline Drive as submitted, conditioned upon compliance with Chapter 236 Wisc. Statutes; compliance with the Ephraim Code of Ordinances currently in effect; compliance with applicable state provisions of state administrative code; installation of public and private improvements as presented to the Plan Committee at its January 24, 2023 meeting and as approved by Village Administrator before issuance of any building permit; and completed review by the Village of Ephraim Wastewater Department and McMahon Engineers. The recommendations shall be in addition to any conditions imposed under the conditional use process. Roll call vote: Meacham aye, C. Nelson aye, K. Nelson aye, T. Nelson aye, and McCutcheon aye. Motion carried.

c. Discussion regarding possible projects for Community Investment Fund Grant:

A discussion was held regarding the best cycle to apply for the Community Investment Fund Grant “CIF” grant. McCutcheon noted that there was significant interest in Anderson Warehouse, however, he asked if it might be worthwhile to wait out the first cycle. C. Nelson felt that it would be difficult to complete the application by the April deadline. She suggested spending time and deliberating to determine the best project to submit and when to submit it. K. Nelson was concerned a lot of money may be distributed in the first cycle and suggested submitting a project. Meacham felt that the Board needs to meet and discuss to determine what project should be applied for. C. Nelson noted that they were not meeting with DCCF to determine what project to apply for, they want to get input so they will have parameters so that the Board can act wisely. It was decided a meeting would be held before the meeting with DCCF on February 24, 2023, to discuss ideas.

d. Discussion and consideration regarding Capital Projects and Capital Project Committees:

A discussion was held regarding encouraging public participation at the Board level in order to streamline the process with the capital projects. C. Nelson recommended having one (1) item on an agenda and then reaching out to those who may have insight on the item. K. Nelson noted that he was working on a proposal with AECOM for the North End Path for the March Board meeting.

e. Discussion and consideration regarding future capital project grants:

Bristol explained the research and detail of grants provided by Roberts. He reviewed that to apply for grants there would be expenses incurred and there was a lot of red tape and/or strings to deal with.

f. Discussion and consideration regarding committee appointments:

McCutcheon moved, T. Nelson seconded to appoint Dennis Jewell to the Wastewater Committee, all ayes. Motion carried.

g. Discussion regarding Village goal setting:

McCutcheon noted that the agenda item was set at the request of Maggie Peterman but was unsure how the Board would like to proceed.

M. Peterman explained that at the end of 2023, the Board should be able to list their accomplishments but that cannot be done without goals. She added that the Board needed a master plan so people know what the Board wants to accomplish.

McCutcheon noted that goal setting should be on the next Board agenda.

8. Physical Facilities:

a. Discussion and consideration regarding the Village Hall landscaping plan:

Meacham introduced the item and stated that the Physical Facilities & Utilities “PFU” Committee took the comments from the Village Board and the public and created a new plan that eliminated the parking in front of the Village Hall and added parking on the North side of the Village Hall. He stressed that the item tonight is to approve putting the plan out to bid not to approve the actual plan.

T. Nelson stated that this was the first time the Board was seeing the new plan and didn’t see how it could be put out to bid when there had not been ample time for the Board and the public to review it. Sending a plan out to bid, he said, means feedback on a construction plan. He recommended that the Board formally accept the plan from the PFU Committee for Board review so that there are no more changes and the Board can consider the plan.

C. Nelson requested that the plan be laid out so that the Board can see what it will look like. She noted that she would not act on the plan until she can see it laid out.

T. Nelson moved, C. Nelson seconded that the Village Board of Trustees take over the Village Hall landscaping Plan(s).

A discussion was held regarding the Village Hall landscaping plan. C. Nelson inquired about the net loss of parking. Bristol explained the current contract with Baudhuin and the proposed contract with Stantec and potential additional expenses. K. Nelson felt that the Board needs to look at the plans with the input received from PFU and decide on one (1) plan to take out to bid.

McCutcheon called the question.

Roll call vote: Meacham aye, C. Nelson aye, K. Nelson aye, T. Nelson aye, and McCutcheon aye. Motion carried.

McCutcheon noted that the Village Hall plan was now the property of the Village Board.

Jim Peterman provided input on the recent changes and reminded the Board that the proposed changes provided safety for pedestrians.

Elfie Johnson asked for clarification on where the proposed sidewalk would be located.

McCutcheon reviewed the area of the proposed sidewalk.

Sarah Martin questioned the number of parking spots and asked for a review of the net loss of parking spots. She added that it seems like the feedback is that we don’t need more greenspace and do we even need to go down this road. She reiterated the concerns from Ephraim Business Council regarding Fyr Bal activities in the greenspace area.

b. Discussion and consideration regarding the contract with Stantec:

A discussion was held regarding the need to establish a new/amended contract with Stantec. Bristol suggested starting with a fresh contract and paying what was owed on the previous contract executed with Baudhuin.

The consensus of the Village Board was to pay the balance due to Baudhuin (now Stantec) under the supervision of President McCutcheon and start fresh with Stantec.

c. Discussion and consideration regarding asphalt paving of pole building and two aprons:

Meacham noted the asphalt paving had been brought up at the end of 2022 and the consensus of

the Board at that time was that it was a good idea. With asphalt season upon us, he said, approval is sought to asphalt the inside of the pole building and the two (2) aprons.

MacDonald confirmed that Bissen Asphalt would honor the 2022 bid price of fourteen thousand eight hundred thirty-one dollars (\$14,831) for the asphalt paving of the inside of the pole barn and the two (2) aprons.

T. Nelson moved, Meacham seconded to approve the asphalt paving of the inside of the pole barn and the two (2) aprons as described in the Bissen Asphalt bid not to exceed fifteen thousand dollars (\$15,000), all ayes. Motion carried.

Bristol asked for confirmation if the expenditure for the asphalt work was coming out of the Physical Facilities and Utilities “PFU” capital line item and that the maintenance budget had the money to do the work.

Meacham asked if this project would meet the requirements for PRAT tax.

The consensus of the Village Board was the funding for the asphalt project should come from the maintenance budget.

d. Discussion and consideration regarding the purchase of Vermeer woodchipper:

Meacham explained that the discussion of a woodchipper purchase was originally brought up by the Community Protection Committee “CPC” and then recommended to PFU to investigate the purchase. He added that the Village does not own a chipper and the agreement that once was in place with the Village of Sister Bay is no longer available. Meacham stated that the new public works employee had work experience in tree work. With the number of dead ash trees in the Village that needs to be removed, he recommended the Board approve the purchase of the woodchipper.

McCutcheon requested the source of the funds to pay for the woodchipper.

Meacham stated that room tax funds should be used to pay for the woodchipper. He further explained the cost benefit and savings of the purchase.

A discussion was held regarding maintenance staff performing tree work. C. Nelson expressed concern that the maintenance staff is already thin. If chipping is added to their workload, what is not going to get done, she asked. She felt the dollars would average out but the labor may not. Meacham explained that maintenance staff would likely be doing the majority of the work from November through March unless there is storm cleanup. Bristol added that the dead tree issue has compounded over many years and will take several years to address the issue. MacDonald stated that it would be a time management issue and they would have to prioritize projects. It is easier to chip and cut trees in the winter, he said. C. Nelson asked MacDonald if he felt the maintenance staff could complete their regular work in addition to the chipping. MacDonald replied yes. He added that with the new staff member’s experience, the work will be faster.

A brief discussion was held regarding the protocol for the removal of wood chips and which Vermeer wood chipper would be the appropriate model for the Village’s needs. MacDonald noted where they could they would be blown back into the woodlands but in areas where that would not be acceptable, they would be hauled away. C. Nelson asked which model MacDonald would recommend. MacDonald stated the fifteen-inch model (15”).

T. Nelson moved, Meacham seconded to purchase the Vermeer 150043VP wood chipper not to exceed eighty-six thousand dollars (\$86,000) to be funded by room tax revenue, all ayes. Motion carried.

9. Committee Minutes: There were no comments.

10. Visitors’ Comments:

Elfie Johnson requested that speakers address both the Board and the audience by being positioned off to the side of the stage. She also asked that the Board consider sending a letter to ask for donations for the Anderson Dock project so that the project will get completed sooner. She further requested that the Village Hall plans to be updated to include highlighting green space areas along the lake to demonstrate how much green space the Village already has.

11. New business for the next meeting:

- a. Village goal setting.
- b. Anderson Dock graffiti.

12. Adjournment:

T. Nelson moved, C. Nelson seconded to adjourn at 9:52 PM, all ayes. Motion carried.

Recorded by, Kim Roberts – Deputy Clerk

Administrator Report

March 2023 — BRENT BRISTOL



- After over a year in the making the Village Plan Committee approved the conditional use application from Townline 1 LLC for a residential development on the North end of Ephraim. I applaud our Plan Committee and applicants for a lot of hard work, and patience throughout this process. What started out as a project potentially adding more than 30 units was pared down to 15 new standalone homes. Our committee with the participation of an engaged group of neighbor/citizens asked a lot of good questions and raised many concerns. These concerns were established as boxes that needed to be checked prior to any approvals, not contingencies of approval. Our applicants took a step back, completed the necessary analysis, obtained necessary approvals like McMahon Engineers on the sanitary sewer and Door County Soil and Water on the storm sewer and ultimately met the pre-approval conditions set by committee.

Townline 1 will be back before the board in the next month or two for approval of the final plat.

- Dr. Brett Stousland, Superintendent of Gibraltar School District reached out to me last month requesting a few minutes to present a summary of the referendum before voters in April. He is not expecting an opinion from our board, rather he is just trying to inform those that follow Ephraim meetings and minutes regarding the project and referendum.
- With the graffiti abatement back on the agenda I have re-submitted my report from late last fall on the topic. Obviously there are many pieces of this puzzle, many of which may be considered when the time comes for the capital improvement project at the dock. Other aspects like the initial removal of graffiti could be considered in the nearer term. For conversation sake I have re-reached out to a dry ice blasting company about the cost and timeline for initial removal. We have been playing phone tag this week but hopefully I will have made contact prior to our meeting and have more information, should that be something we wish to consider for this season. Additionally Steve Sauter, representing the Hardy, will be in attendance to discuss the lease condition where the Hardy paints one side of the barn at a time at our request. Last year in early July they did paint the West side of the building and it was subsequently filled within days. The Hardy is wondering if we want another side painted again this season.

VILLAGE OF EPHRAIM

FOUNDED 1853



INTEROFFICE MEMORANDUM

TO: VILLAGE BOARD
FROM: CLERK
SUBJECT: CLERK'S REPORT
MARCH 14, 2023

In February we were busy with audits and Primary Spring Election. CLA Connect auditors spent four days, February 13th through 17th, 2023 in the Village of Ephraim and finalized the annual audit. They will be reporting their findings at the Board meeting in a near future. I prepared and sent out the February Settlement of Taxes for the Village of Ephraim to the County, Gibraltar Area School, and NWTC. I sent out Delinquent Personal Property Tax remainder letters and issued dog licenses throughout the month.

The Public Test for election machine for 2023 Spring Primary election in the Village of Ephraim was held on February 15th, 2023.

The polling place on February 21st, 2023 was slow throughout the day with 113 voters casting their ballot. Overall the Spring Primary election was well-run and transparent thanks to our trained poll workers Heather Andersen, Kristy Nelson, Maggie Peterman, Kim Roberts, Alison Whitney and I.

I have taken minutes for the Wastewater and Plan Committees, entered invoices for payment, and made deposits. I also processed payroll and all the necessary government reports as well as reconciled bank and General Ledger.

If you should have any questions, please feel free to contact me.

Sincerely,

Andrea Collak
Clerk/Treasurer

VILLAGE OF EPHRAIM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>ADMINISTRATION</u>					
100-10-41110 GENERAL PROPERTY TAXES	.00	1,309,557.25	1,309,556.85	(.40)	100.0
100-10-41150 MANAGED FOREST LANDS	.00	42.45	8.00	(34.45)	530.6
100-10-41210 ROOM TAXES	16,569.12	16,569.12	260,000.00	243,430.88	6.4
100-10-41220 ROOM TAX GRANT	.00	.00	36,000.00	36,000.00	.0
100-10-41223 PRAT	16,800.56	16,800.56	150,000.00	133,199.44	11.2
100-10-41800 INTEREST ON TAXES	.00	.00	300.00	300.00	.0
100-10-43410 STATE - SHARED REVENUE	.00	.00	6,161.00	6,161.00	.0
100-10-43430 EXEMPT COMPUTER AID	.00	.00	142.00	142.00	.0
100-10-43530 STATE TRANSPORTATION AIDS	.00	16,955.37	44,593.72	27,638.35	38.0
100-10-43650 STATE AID - FOREST CROP	(10.61)	(10.61)	1,000.00	1,010.61	(1.1)
100-10-43660 STATE PAYMENT IN LIEU OF TAXES	.00	1,891.59	2,000.00	108.41	94.6
100-10-43690 STATE-VIDEO SERVICE PROVIDER	.00	.00	2,773.00	2,773.00	.0
100-10-44100 CABLE FRANCHISE FEES	3,758.64	3,758.64	13,000.00	9,241.36	28.9
100-10-44110 LIQUOR LICENSES	.00	.00	2,000.00	2,000.00	.0
100-10-44111 OPERATOR LICENSE	.00	.00	500.00	500.00	.0
100-10-44112 PICNIC LICENSE	.00	.00	20.00	20.00	.0
100-10-44113 SHORT TERM RENTAL LICENSE	350.00	1,800.00	.00	(1,800.00)	.0
100-10-44200 DOG LICENSES	11.00	82.50	8.00	(74.50)	1031.3
100-10-44300 BUILDING & SIGN PERMITS	50.00	50.00	2,500.00	2,450.00	2.0
100-10-44310 BUILDING INSPECTION FEES	669.73	669.73	.00	(669.73)	.0
100-10-46101 ASSESSMENT LETTERS	.00	175.00	1,000.00	825.00	17.5
100-10-46730 TENNIS COURT FEES	.00	.00	1,000.00	1,000.00	.0
100-10-46840 PERSONNEL SERV PAYMENTS	.00	.00	12,000.00	12,000.00	.0
100-10-46900 OTHER REVENUE	.00	.00	2,000.00	2,000.00	.0
100-10-48100 INTEREST INCOME/GENL	14,387.08	29,713.95	40,000.00	10,286.05	74.3
100-10-48200 RENTALS OF VILLAGE PROPERTIES	.00	1,001.00	7,000.00	5,999.00	14.3
100-10-48307 SALE OF RECYCLABLE MATERIALS	.00	.00	2,000.00	2,000.00	.0
TOTAL ADMINISTRATION	52,585.52	1,399,056.55	1,895,562.57	496,506.02	73.8
<u>FIRE</u>					
100-50-43420 STATE - FIRE DUES	.00	.00	11,000.00	11,000.00	.0
TOTAL FIRE	.00	.00	11,000.00	11,000.00	.0
TOTAL FUND REVENUE	52,585.52	1,399,056.55	1,906,562.57	507,506.02	73.4

VILLAGE OF EPHRAIM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
100-10-51100-100 SALARIES	1,500.00	3,000.00	18,000.00	15,000.00	16.7
100-10-51100-101 SS/MED	117.62	232.37	1,377.00	1,144.63	16.9
100-10-51100-320 TRAINING/CONFERENCES	37.50	37.50	200.00	162.50	18.8
100-10-51300-200 LEGAL FEES	.00	4,572.50	15,000.00	10,427.50	30.5
100-10-51400-100 SALARIES	10,194.16	20,023.80	132,523.10	112,499.30	15.1
100-10-51400-101 SS/MED	706.82	1,385.72	10,138.02	8,752.30	13.7
100-10-51400-102 RETIREMENT	693.22	1,361.65	9,011.57	7,649.92	15.1
100-10-51400-103 HEALTH INSURANCE	3,486.58	6,973.17	41,839.01	34,865.84	16.7
100-10-51400-104 DISABILITY INSURANCE	.00	613.94	2,800.00	2,186.06	21.9
100-10-51400-105 WORKERS COMPENSATION	.00	138.00	632.04	494.04	21.8
100-10-51400-310 VEHICLE FUEL	.00	.00	600.00	600.00	.0
100-10-51400-311 VEHICLE MAINTENANCE	.00	.00	500.00	500.00	.0
100-10-51400-312 CELLPHONE	.00	284.72	1,750.00	1,465.28	16.3
100-10-51400-320 TRAINING/CONFERENCES	.00	.00	2,000.00	2,000.00	.0
100-10-51400-330 BANK FEES	40.59	82.22	500.00	417.78	16.4
100-10-51400-331 POSTAGE	600.00	600.00	3,500.00	2,900.00	17.1
100-10-51400-332 OFFICE EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
100-10-51400-333 OFFICE SUPPLIES/EXPENCES	.00	270.85	5,000.00	4,729.15	5.4
100-10-51400-334 COMPUTER SUPPLIES/EXPENCES	620.00	2,738.00	3,875.00	1,137.00	70.7
100-10-51400-335 PROFESSIONAL DUES/EXPENCES	.00	65.00	1,500.00	1,435.00	4.3
100-10-51400-336 LEGAL NOTICES/ADDs	.00	.00	500.00	500.00	.0
100-10-51400-339 PRINTING COSTS	.00	324.66	1,000.00	675.34	32.5
100-10-51400-340 VEHICLE INSURANCE	.00	94.00	348.78	254.78	27.0
100-10-51400-342 COMMITTEE/WORKER EXPENSE	.00	.00	220.00	220.00	.0
100-10-51400-343 CONTINGENCY	.00	.00	3,500.00	3,500.00	.0
100-10-51400-344 UNIFORMS	.00	.00	300.00	300.00	.0
100-10-51400-710 CHARITABLE DONATIONS	.00	.00	1,000.00	1,000.00	.0
100-10-51440-316 SUPPLIES/EXPENCES	.00	.00	500.00	500.00	.0
100-10-51440-320 TRAINING/CONFERENCES	.00	.00	500.00	500.00	.0
100-10-51440-342 COMMITTEE/WORKER EXPENSE	120.00	120.00	1,500.00	1,380.00	8.0
100-10-51500-100 SALARIES	2,400.48	4,715.28	31,205.23	26,489.95	15.1
100-10-51500-101 SS/MED	165.76	324.95	2,387.20	2,062.25	13.6
100-10-51500-102 RETIREMENT	163.24	320.65	2,121.96	1,801.31	15.1
100-10-51500-103 HEALTH INSURANCE	848.08	1,696.17	10,177.06	8,480.89	16.7
100-10-51500-300 AUDITING EXPENSES	.00	.00	11,000.00	11,000.00	.0
100-10-51530-210 OTHER CONTRACTUAL SERVICE	.00	1,389.50	7,200.00	5,810.50	19.3
100-10-51600-211 PROPERTY INSURANCE	.00	1,088.00	1,046.69	(41.31)	104.0
100-10-51600-303 ELECTRICITY	.00	967.66	6,500.00	5,532.34	14.9
100-10-51600-304 LP GAS	506.41	506.41	1,500.00	993.59	33.8
100-10-51600-305 WELL TESTS	.00	.00	230.00	230.00	.0
100-10-51600-306 PHONE	472.24	915.49	6,000.00	5,084.51	15.3
100-10-51600-308 SEWER FEES	.00	.00	500.00	500.00	.0
100-10-51600-309 INTERNET	89.99	89.99	675.00	585.01	13.3
100-10-51601-210 OTHER CONTRACTUAL SERVICES	.00	.00	10,000.00	10,000.00	.0
100-10-51601-211 PROPERTY INSURANCE	.00	2,813.00	2,770.38	(42.62)	101.5
100-10-51601-303 ELECTRICITY	.00	216.53	3,500.00	3,283.47	6.2
100-10-51601-304 LP GAS	1,387.21	1,387.21	5,500.00	4,112.79	25.2
100-10-51601-308 SEWER FEES	.00	.00	1,500.00	1,500.00	.0
100-10-51601-309 INTERNET	162.97	162.97	1,700.00	1,537.03	9.6
100-10-51910-200 ILLEGAL TAXES REFUNDED	(64.18)	(671.30)	.00	671.30	.0
100-10-51910-730 MISC EXPENSE	.00	.00	3,800.00	3,800.00	.0
100-10-51930-212 LIABILITY INSURANCE	.00	3,890.00	5,500.00	1,610.00	70.7

VILLAGE OF EPHRAIM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-10-52400-100 SALARIES	674.72	1,325.28	8,771.20	7,445.92	15.1
100-10-52400-101 SS/MED	47.72	93.58	671.00	577.42	14.0
100-10-52400-102 RETIREMENT	45.88	90.12	596.44	506.32	15.1
100-10-52400-103 HEALTH INSURANCE	188.46	376.92	2,261.57	1,884.65	16.7
100-10-53510-210 OTHER CONTRACTUAL SERVICE	.00	.00	500.00	500.00	.0
100-10-55300-316 SUPPLIES/EXPENSES	.00	.00	2,600.00	2,600.00	.0
100-10-56400-100 SALARIES	1,686.80	3,313.20	21,928.00	18,614.80	15.1
100-10-56400-101 SS/MED	119.28	233.94	1,677.49	1,443.55	14.0
100-10-56400-102 RETIREMENT	114.70	225.29	1,491.10	1,265.81	15.1
100-10-56400-103 HEALTH INSURANCE	471.16	942.32	5,653.92	4,711.60	16.7
100-10-56400-333 OFFICE SUPPLIES/EXPENSES	.00	.00	500.00	500.00	.0
100-10-56700-720 SUBSIDY TO ORGANIZATION	.00	43,017.00	.00	(43,017.00)	.0
100-10-56701-210 ROOM TAX EXPENSES	.00	.00	36,000.00	36,000.00	.0
100-10-58100-600 PRINCIPAL	200,000.00	200,000.00	200,000.00	.00	100.0
100-10-58200-601 INTEREST	75,834.38	75,834.38	146,669.00	70,834.62	51.7
 TOTAL ADMINISTRATION	 303,431.79	 388,182.64	 807,247.76	 419,065.12	 48.1

VILLAGE OF EPHRAIM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-20-53000-100 SALARIES	8,138.55	16,418.34	123,956.77	107,538.43	13.3
100-20-53000-101 SS/MED	578.14	1,155.37	8,335.19	7,179.82	13.9
100-20-53000-102 RETIREMENT	553.42	1,116.44	7,409.06	6,292.62	15.1
100-20-53000-103 HEALTH INSURANCE	2,076.55	4,725.59	31,161.52	26,435.93	15.2
100-20-53000-104 DISABILITY INSURANCE	.00	286.88	2,500.00	2,213.12	11.5
100-20-53000-105 WORKERS COMPENSATION	.00	1,498.00	6,857.79	5,359.79	21.8
100-20-53000-312 CELLPHONE	.00	152.79	1,200.00	1,047.21	12.7
100-20-53000-320 TRAINING/CONFERENCES	.00	.00	600.00	600.00	.0
100-20-53000-333 OFFICE SUPPLIES/EXPENSES	242.24	328.08	1,000.00	671.92	32.8
100-20-53000-344 UNIFORMS	.00	.00	1,000.00	1,000.00	.0
100-20-53301-220 MOWING	.00	.00	3,200.00	3,200.00	.0
100-20-53301-221 SWEEPING/MARKING	.00	.00	6,000.00	6,000.00	.0
100-20-53301-222 ROAD TRIMMING	.00	.00	2,000.00	2,000.00	.0
100-20-53301-223 SNOW REMOVAL	1,322.00	1,391.84	32,000.00	30,608.16	4.4
100-20-53301-300 FACILITY EQUIPMENT	.00	.00	1,000.00	1,000.00	.0
100-20-53301-302 FACILITY MAINT./REPAIR/STREET	.00	.00	6,000.00	6,000.00	.0
100-20-53302-830 OTHER IMPR.OUTLAY/DOT RESURFA	13.28	13.28	.00	13.28)	.0
100-20-53310-310 VEHICLE FUEL	46.00	46.00	5,000.00	4,954.00	.9
100-20-53310-311 VEHICLE MAINTENANCE	684.73	4,299.31	5,000.00	700.69	86.0
100-20-53310-340 VEHICLE INSURANCE	.00	348.00	1,370.71	1,022.71	25.4
100-20-53321-211 PROPERTY INSURANCE/VISITOR CEN	.00	.00	200.00	200.00	.0
100-20-53321-303 ELECTRICITY/VISITOR CENTER	.00	42.02	1,000.00	957.98	4.2
100-20-53321-308 SEWER FEES/VISITOR CENTER	.00	.00	500.00	500.00	.0
100-20-53322-210 OTHER CONTR. SERV./MAINT.BUILD	273.00	273.00	8,650.00	8,377.00	3.2
100-20-53322-211 PROPERTY INSURANCE/MAINT.BUILD	.00	3,945.00	3,902.06	42.94)	101.1
100-20-53322-301 FACILITY SUPPLIES/MAINT.BUILD	875.99	882.98	3,000.00	2,117.02	29.4
100-20-53322-302 FACILITY MAINT/REPAIR/MAIN.B	8.99	111.42	17,000.00	16,888.58	.7
100-20-53322-304 LP GAS/MAINT.BUILD	313.82	313.82	500.00	186.18	62.8
100-20-53322-305 WELL TESTS/MAINT.BUILD	.00	.00	248.00	248.00	.0
100-20-53322-350 JANITORIAL SUPPLIES/MAINT.BUIL	.00	18.84	4,000.00	3,981.16	.5
100-20-53322-351 HARDWARE/TOOLS/MAINT.BUILD	.00	63.98	1,775.00	1,711.02	3.6
100-20-53322-352 EQUIPMENT RENTAL	.00	.00	250.00	250.00	.0
100-20-53322-820 BLDG IMPR.OUTLAY/MAINT.BUILD	.00	.00	4,000.00	4,000.00	.0
100-20-53420-301 FACILITY SUPPLIES/STREET LIGHT	.00	.00	500.00	500.00	.0
100-20-53420-302 FACILITY MAINT/REPAIR/STREET L	.00	.00	500.00	500.00	.0
100-20-53420-303 ELECTRICITY/STREET LIGHT	1,071.69	1,584.14	15,000.00	13,415.86	10.6
100-20-53440-210 OTHER CONTR SERVICE/STORM SE	.00	.00	3,000.00	3,000.00	.0
100-20-53620-210 OTHER CONTR SERVICE/RECYCLING	699.99	1,127.48	6,000.00	4,872.52	18.8
100-20-53621-210 OTHER CONTR SERVICE/GARBAGE	206.49	206.49	2,600.00	2,393.51	7.9
100-20-53640-210 OTHER CONTR SERVICES/WEED	.00	.00	1,700.00	1,700.00	.0
100-20-55200-225 MULCH	.00	.00	4,000.00	4,000.00	.0
100-20-55200-226 DIRT & STONE	.00	.00	1,000.00	1,000.00	.0
100-20-55200-227 FLOWERS	.00	.00	6,000.00	6,000.00	.0
100-20-55200-228 TREE CUTTING	.00	.00	6,500.00	6,500.00	.0
100-20-55200-229 PLUMBING	.00	97.35	2,500.00	2,402.65	3.9
100-20-55200-230 ELECTRICAL/PARKS & GROUNDS	.00	.00	750.00	750.00	.0
100-20-55200-232 CONCRETE	.00	.00	500.00	500.00	.0
100-20-55200-300 FACILITY EQUIPMENT/PARKS&GROU	.00	.00	1,000.00	1,000.00	.0
100-20-55200-302 FACILITY MAINT/REPAIR/PARKS&GR	.00	122.23	4,500.00	4,377.77	2.7
100-20-55200-303 ELECTRICITY/HARBORSIDE/WETLAN	.00	80.00	900.00	820.00	8.9
100-20-55200-353 EQUIPMENT REPAIR/MAINT/PARKS	2,009.21	2,127.89	2,300.00	172.11	92.5
100-20-55200-830 OTHER IMPR OUTLAY/PARKS/TREES	.00	.00	31,000.00	31,000.00	.0

VILLAGE OF EPHRAIM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

GENERAL FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-20-55200-840	PROJECT OUTLAY/PARKS&GROUNDS	.00	.00	5,000.00	5,000.00	.0
100-20-55420-308	SEWER FEES/BEACH	.00	.00	500.00	500.00	.0
	TOTAL PUBLIC WORKS	19,114.09	42,776.56	386,366.10	343,589.54	11.1
	FIRE					
100-50-52100-301	LAW ENFORCEMENT	.00	.00	5,000.00	5,000.00	.0
100-50-52200-100	SALARIES	1,458.35	2,916.70	17,500.00	14,583.30	16.7
100-50-52200-101	SS/MED	366.25	753.28	5,000.00	4,246.72	15.1
100-50-52200-102	RETIREMENT	79.34	159.17	800.00	640.83	19.9
100-50-52200-103	HEALTH INSURANCE	2,901.86	2,901.86	3,000.00	98.14	96.7
100-50-52200-105	WORKERS COMPENSATION	.00	229.00	900.00	671.00	25.4
100-50-52200-106	LOSA (AD)	.00	.00	8,600.00	8,600.00	.0
100-50-52200-211	PROPERTY INSURANCE	.00	692.00	649.04	42.96	106.6
100-50-52200-302	FACILITY MAINTENANCE/REPAIR	107.98	107.98	8,000.00	7,892.02	1.4
100-50-52200-304	LP GAS	327.21	327.21	1,400.00	1,072.79	23.4
100-50-52200-310	VEHICLE FUEL	.00	.00	5,500.00	5,500.00	.0
100-50-52200-312	CELLPHONE	.00	46.89	800.00	753.11	5.9
100-50-52200-320	TRAINING/CONFERENCES	662.50	662.50	13,000.00	12,337.50	5.1
100-50-52200-333	OFFICE SUPPLIES/EXPENCES	.00	.00	400.00	400.00	.0
100-50-52200-335	PROFESSIONAL DUES/EXPENCES	.00	.00	900.00	900.00	.0
100-50-52200-340	VEHICLE INSURANCE	.00	.00	5,791.10	5,791.10	.0
100-50-52200-353	EQUIPMENT REPAIR/MAINTENANCE	1,065.00	1,099.98	27,000.00	25,900.02	4.1
100-50-52200-368	PREVENTION MATERIALS (AD)	.00	.00	300.00	300.00	.0
100-50-52200-369	FIRE NUMBER IMPROVEMENTS	.00	83.64	.00	83.64	.0
100-50-52200-370	PAGER MAINTENANCE	.00	.00	500.00	500.00	.0
100-50-52200-371	EQUIPMENT	340.47	8,477.11	40,200.00	31,722.89	21.1
100-50-52200-372	EPHRAIM FIRE CALLS	138.00	437.00	7,000.00	6,563.00	6.2
100-50-52200-373	MID DOOR FIRE CALLS	92.00	92.00	2,000.00	1,908.00	4.6
100-50-52200-374	MUTUAL AID FIRE CALLS	690.00	690.00	5,000.00	4,310.00	13.8
100-50-52200-375	EPHRAIM FIRE MTGS	805.00	2,369.00	13,000.00	10,631.00	18.2
100-50-52200-376	MID DOOR FIRE MTGS	1,012.00	1,633.00	7,000.00	5,367.00	23.3
100-50-52200-378	EPHRAIM EVENT CALLS	.00	.00	300.00	300.00	.0
100-50-52200-379	INSPECTION/DATA ENTRY (AD)	204.25	1,290.00	3,500.00	2,210.00	36.9
100-50-52200-810	EQUIPMENT OUTLAY	.00	.00	5,000.00	5,000.00	.0
100-50-52300-377	FIRST RESPONDER EXPENCES	.00	.00	8,000.00	8,000.00	.0
	TOTAL FIRE	10,250.21	24,968.32	196,040.14	171,071.82	12.7
	TOTAL FUND EXPENDITURES	332,796.09	455,927.52	1,389,654.00	933,726.48	32.8
	NET REVENUE OVER EXPENDITURES	(280,210.57)	943,129.03	516,908.57	(426,220.46)	182.5

VILLAGE OF EPHRAIM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>PUBLIC WORKS</u>					
201-20-46410	WATER TEST REVENUE	720.00	1,145.00	36,100.00	34,955.00	3.2
201-20-48100	WATER ACCOUNT INTEREST	.00	18.91	.00	(18.91)	.0
	TOTAL PUBLIC WORKS	720.00	1,163.91	36,100.00	34,936.09	3.2
	TOTAL FUND REVENUE	720.00	1,163.91	36,100.00	34,936.09	3.2

VILLAGE OF EPHRAIM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>WASTEWATER</u>					
201-30-53700-110	PERSONNEL SERVICES	.00	.00	1,000.00	1,000.00	.0
201-30-53700-210	OTHER CONTRACTUAL SERVICE	.00	.00	9,000.00	9,000.00	.0
201-30-53700-331	POSTAGE	.00	.00	1,000.00	1,000.00	.0
201-30-53700-335	PROFESSIONAL DUES/EXPENSES	.00	.00	400.00	400.00	.0
201-30-53700-397	WATER TESTING COSTS	43.28	43.28	12,800.00	12,756.72	.3
201-30-53700-398	WATER TESTING OPERATIONS EXP	26.65	26.65	8,400.00	8,373.35	.3
201-30-53700-400	VEHICLE REPLACEMENT	.00	.00	3,500.00	3,500.00	.0
	TOTAL WASTEWATER	69.93	69.93	36,100.00	36,030.07	.2
	TOTAL FUND EXPENDITURES	69.93	69.93	36,100.00	36,030.07	.2
	NET REVENUE OVER EXPENDITURES	650.07	1,093.98	.00	(1,093.98)	.0

VILLAGE OF EPHRAIM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DOCKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	<u>DOCKS</u>					
202-40-46751	MOORINGS	6,531.00	6,531.00	10,000.00	3,469.00	65.3
202-40-46752	SEASONAL SLIPS	61,758.99	61,758.99	82,000.00	20,241.01	75.3
202-40-46753	LAUNCHING FEES	.00	.00	10,000.00	10,000.00	.0
202-40-46754	TRANSIENT FEES	295.90	944.67	11,000.00	10,055.33	8.6
202-40-46755	SEASONAL DINGHY FEES	980.00	980.00	2,000.00	1,020.00	49.0
202-40-46756	SEASONAL LAUNCH FEES	.00	.00	2,000.00	2,000.00	.0
202-40-48100	INTEREST INCOME	.00	48.03	.00	(48.03)	.0
202-40-48900	MISC INCOME	.00	.00	500.00	500.00	.0
	TOTAL DOCKS	69,565.89	70,262.69	117,500.00	47,237.31	59.8
	TOTAL FUND REVENUE	69,565.89	70,262.69	117,500.00	47,237.31	59.8

VILLAGE OF EPHRAIM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

DOCKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCKS</u>					
202-40-55430-100 SALARIES	.00	.00	17,000.00	17,000.00	.0
202-40-55430-101 SS/MED	.00	.00	900.00	900.00	.0
202-40-55430-105 WORKERS COMPENSATION	.00	151.00	690.61	539.61	21.9
202-40-55430-110 PERSONEL SERVICES	.00	.00	12,000.00	12,000.00	.0
202-40-55430-211 PROPERTY INSURANCE	.00	4,950.00	4,907.46	(42.54)	100.9
202-40-55430-303 ELECTRICITY	307.43	600.42	2,000.00	1,399.58	30.0
202-40-55430-306 PHONE	.00	25.78	.00	(25.78)	.0
202-40-55430-307 WATER TREATMENT	.00	.00	1,000.00	1,000.00	.0
202-40-55430-308 SEWER FEES	.00	.00	464.00	464.00	.0
202-40-55430-309 INTERNET	107.98	107.98	1,000.00	892.02	10.8
202-40-55430-312 CELLPHONE	.00	.00	600.00	600.00	.0
202-40-55430-331 POSTAGE	.00	.00	175.00	175.00	.0
202-40-55430-333 OFFICE SUPPLIES/EXPESES	.00	.00	1,200.00	1,200.00	.0
202-40-55430-334 COMPUTER SUPPLIES/EXPENCES	.00	.00	2,000.00	2,000.00	.0
202-40-55431-210 OTHER CONTRACTUAL SERVICES	.00	.00	5,500.00	5,500.00	.0
202-40-55431-240 BUOYS & PLACEMENT	.00	.00	7,500.00	7,500.00	.0
202-40-55431-360 DOCK REPAIR	.00	.00	8,000.00	8,000.00	.0
202-40-55431-361 DOCK EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
202-40-55431-362 MINOR PROJECTS	.00	.00	10,000.00	10,000.00	.0
202-40-55431-810 EQUIPMENT OUTLAY	.00	.00	41,062.93	41,062.93	.0
 TOTAL DOCKS	 415.41	 5,835.18	 117,500.00	 111,664.82	 5.0
 TOTAL FUND EXPENDITURES	 415.41	 5,835.18	 117,500.00	 111,664.82	 5.0
 NET REVENUE OVER EXPENDITURES	 69,150.48	 64,427.51	 .00	 (64,427.51)	 .0

VILLAGE OF EPHRAIM
REVENUES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER</u>					
610-30-41900 MISC NONOPERATING INCOME/TAX	.00	128,138.93	128,059.00	(79.93)	100.1
610-30-45190 0.045 LATE CHARGE-SEWERED CUS	.00	.00	1,500.00	1,500.00	.0
610-30-46410 SEWER CHARGES	.00	.00	352,027.00	352,027.00	.0
610-30-46411 HOLDING TANK/SEPTIC CHARGES	.00	745.42	24,000.00	23,254.58	3.1
610-30-46730 MISC RENTALS/SERVICES	.00	.00	1,000.00	1,000.00	.0
610-30-48100 INTEREST ON INVESTMENTS	.00	1,944.79	.00	(1,944.79)	.0
610-30-48400 MISC INCOME/LAWSUIT SETTLEMEN	.00	.00	1,400.00	1,400.00	.0
610-30-48410 WATER TEST LABOR INCOME	.00	.00	9,000.00	9,000.00	.0
610-30-49200 TRANSFERS IN OTHER FUNDS - WW	.00	.00	3,500.00	3,500.00	.0
 TOTAL WASTEWATER	 .00	 130,829.14	 520,486.00	 389,656.86	 25.1
 TOTAL FUND REVENUE	 .00	 130,829.14	 520,486.00	 389,656.86	 25.1

VILLAGE OF EPHRAIM
EXPENDITURES WITH COMPARISON TO BUDGET
FOR THE 2 MONTHS ENDING FEBRUARY 28, 2023

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER</u>					
610-30-57401-100 SALARIES	13,181.19	24,159.73	146,855.53	122,695.80	16.5
610-30-57401-101 SS/MED	921.92	1,688.58	11,234.45	9,545.87	15.0
610-30-57401-102 RETIREMENT	896.30	1,642.82	9,986.18	8,343.36	16.5
610-30-57401-103 HEALTH INSURANCE	3,872.31	7,180.97	39,883.76	32,702.79	18.0
610-30-57401-104 DISABILITY INSURANCE	.00	315.14	2,000.00	1,684.86	15.8
610-30-57401-105 WORKERS COMPENSATION	.00	2,100.00	9,610.63	7,510.63	21.9
610-30-57401-200 LEGAL FEES	.00	.00	1,000.00	1,000.00	.0
610-30-57401-211 PROPERTY INSURANCE	.00	6,832.00	6,789.69	(42.31)	100.6
610-30-57401-306 PHONE	337.38	670.02	3,000.00	2,329.98	22.3
610-30-57401-310 VEHICLE FUEL	.00	.00	1,500.00	1,500.00	.0
610-30-57401-311 VEHICLE MAINTENANCE	292.49	667.49	4,500.00	3,832.51	14.8
610-30-57401-312 CELLPHONES	.00	90.00	600.00	510.00	15.0
610-30-57401-320 TRAINING/CONFERENCES	100.00	122.33	4,000.00	3,877.67	3.1
610-30-57401-331 POSTAGE	.00	9.90	500.00	490.10	2.0
610-30-57401-333 OFFICE SUPPLIES/EXPENSES	.00	29.84	.00	(29.84)	.0
610-30-57401-334 COMPUTER SUPPLIES/EXPENSES	724.00	789.00	2,000.00	1,211.00	39.5
610-30-57401-335 PROFESSIONAL DUES/EXPENSES	100.00	100.00	4,000.00	3,900.00	2.5
610-30-57401-337 AUDITING EXPENSES	.00	.00	6,500.00	6,500.00	.0
610-30-57401-340 VEHICLE INSURANCE	.00	399.00	1,572.89	1,173.89	25.4
610-30-57401-343 CONTINGENCY	.00	.00	1,500.00	1,500.00	.0
610-30-57401-344 UNIFORMS	.00	.00	450.00	450.00	.0
610-30-57401-387 GROUNDS MAINTENANCE	.00	.00	500.00	500.00	.0
610-30-57401-389 SAFETY EXPENSES	.00	15.46	1,000.00	984.54	1.6
610-30-57402-210 OTHER CONTRACTUAL SERVICES	262.00	354.80	2,000.00	1,645.20	17.7
610-30-57402-303 ELECTRICITY	1,895.56	3,834.99	24,000.00	20,165.01	16.0
610-30-57402-304 LP GAS	577.61	577.61	3,000.00	2,422.39	19.3
610-30-57402-351 HARDWARE/TOOLS	.00	.00	1,300.00	1,300.00	.0
610-30-57402-380 CHEMICALS PLANT	21.95	26.95	8,000.00	7,973.05	.3
610-30-57402-381 CHEMICALS LAB	.00	95.30	2,000.00	1,904.70	4.8
610-30-57402-382 LAB EQUIPMENT & REPAIR	125.69	125.69	2,000.00	1,874.31	6.3
610-30-57402-383 SLUDGE EXPENSE	.00	.00	16,000.00	16,000.00	.0
610-30-57402-385 PLANT EQUIPMENT & REPAIR	319.69	319.69	10,000.00	9,680.31	3.2
610-30-57402-386 ODOR CONTROL	.00	.00	2,600.00	2,600.00	.0
610-30-57402-390 UV PLANT DISINFECTION	.00	.00	4,500.00	4,500.00	.0
610-30-57402-810 EQUIPMENT OUTLAY	.00	.00	7,500.00	7,500.00	.0
610-30-57403-303 ELECTRICITY	419.05	896.54	7,200.00	6,303.46	12.5
610-30-57403-304 LP GAS	.00	.00	800.00	800.00	.0
610-30-57403-384 COLLECTION SYSTEM MAINT	36.23	54.23	7,500.00	7,445.77	.7
610-30-57404-810 EQUIPMENT OUTLAY	.00	.00	35,043.87	35,043.87	.0
TOTAL WASTEWATER	24,083.37	53,098.08	392,427.00	339,328.92	13.5
TOTAL FUND EXPENDITURES	24,083.37	53,098.08	392,427.00	339,328.92	13.5
NET REVENUE OVER EXPENDITURES	(24,083.37)	77,731.06	128,059.00	50,327.94	60.7

March 6, 2023
Ephraim WW, WWT, SS
Wastewater Manager OIC Report



Po4 lab setup-complete with lab cleanup: 2/9-2/10 & 2/23-2/24

EFF samples sent to Pace Analytical LLC for EFF arsenic/ammonia testing: 2/14

Ph testing: Five times per week as required.

TSS, BOD labs with lab cleanup: Twice per week as required.

Weekly freeze mitigation on North Shore Rd.

2/2–2/3 Set up and take off WSLH WM “Wisconsin State Lab of Hygiene Water Microbiology.”
We passed! Good for another year, thanks Dan.

2/14 Bill Gruber onsite to deliver a quote for control panel upgrade at Lift #1 & Main Lift

2/16 Entered EDMR “Electronic Discharge Monitoring Report” for January

2/17 Kim assisted me with drafting and sending a failure to maintain letter regarding a broken
clean out discovered on Brookside Ln last year. Within a week of sending the letter I
received diggers locate request for sewer repairs at the location. I will update when
repairs have been made. This has been a large source of infiltration since it was damaged.

Ephraim Well Water Testing, February 2023:

Number of Water Tests: 33

In House Bacteria: 33

Clean Water Testing: 0

Ephraim Septage Service, February 2023:

Holding Tank Pump Outs: 0

Septic Pump Outs / Problem 0

Emergency Call Ins, February 2023: 0

Weather February 2023:

Precip: 2.21 inches rain/snow

Snow: 28.6 inches

Max Temp: 45

Min Temp: -8

Respectfully submitted,

Brad Rasmusson
Village of Ephraim
Wastewater Manager



Ephraim Fire Department
P.O. Box 138, Ephraim, WI 54211
Fire Chief Justin MacDonald

EPHRAIM RUNS: 4

02-11-23 3043 Cedar St.	5 Firefighters	Fire Alarm/Investigate
02-19-23 2896 German Rd.	8 Firefighters	CO Alarm/Investigate
02-19-23 9864 Hidden Spring Rd.	10 Firefighters	Chimney Fire/Remove hazard.
02-26-23 Ephraim Swamp	8 Firefighters	Lost Person/Locate person

EPHRAIM EMR CALLS: 4

MID-DOOR RUNS: 2

02-18-23 BHFD 8024 STH 57	6 Firefighters	Gas Smell/Assist on Scene
02-26-23 GFD 2805 S. Highland Rd.	6 Firefighters	Oven Fire/Cancelled Enroute

MUTUAL AID (MA) AUTO AID (AA) or MABAS RUNS: 0

YEAR TO DATE FIRE CALLS: 9 YEAR TO DATE EMS CALLS: 5

2022 YEAR TO DATE FIRE CALLS: 9 YEAR TO DATE EMS CALLS: 11

TRAINING COMPLETED:

Ephraim Home Meeting:

Ephraim training was conducted on February 2nd, training consisted of Annual Bloodborne Pathogens Training along with JAWs and Airbag Evolutions. Firefighters trained on teamwork with JAW's and Airbags to move a pool ball from one end of a labyrinth to the other end, which required multiple movements of both tools to get the job completed. Several Fire Calls and upcoming training was gone over in the business meeting portion of the evening. 16 Firefighters participated in this training.

Mid-Door Meeting:

Mid-Door Training was conducted on February 21st at Gibraltar. Firefighters trained on Rescue Techniques from 2nd stories, various drags and emergency evacuation signals. 9 Firefighters participated in this training.

Other Training:

-EMR's attended their Monthly Meeting.

Other:

-Firefighters performed Weekly Truck Checks and performed minor repairs that were needed.

-Firefighters N. Weborg, S. Weborg, J. Rockwell, T. Penchoff, N. Stahl and Matt Bader participated in Fire Prevention at Gibraltar Schools.

Respectfully Submitted

Justin MacDonald
Fire Chief/Emergency Manager

VILLAGE OF EPHRAIM

FOUNDED 1853



Village of Ephraim Physical Facilities/Utilities March Maintenance Manager Report

Work done in February:

- Plowing/Salting of Village Streets and Sidewalks
- Take down remainder of Christmas Decorations
- Weekly Cleaning of Library & Administration Office
- Maintenance of Snow Removal Equipment
- Assist Wastewater in various duties
- Eagle Mechanical on-site at Village Hall for Boiler Issue and Yearly Maintenance of Equipment

For the upcoming month of March:

- Burn remaining brush piles and have remains removed.
- Begin prepping of Lawn Equipment (Oil Changes/Sharpen Blades)
- Plowing of Village Streets & Sidewalks as needed.
- Install New Sinks at Marina
- Delivery of Woodchipper

Other:

- Tractor is at Service Motors for Repair work to Hydraulic Pack (this operates the Snowblower and Sweeper)

Respectfully Submitted

Justin MacDonald
Maintenance Manager
jmacdonald@ephrain.wi.gov
920-495-0039

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
13 FRONTIER									
262-159-073	1	Phone Charges-WW 262-159-0737	Invoice	03/01/2023	03/15/2023	337.38		337.38	610-30-5740
Total 262-159-0737-3-23:						337.38	.00	337.38	
262-159-079	1	Phone Charges-Admin 262-159-0798	Invoice	03/01/2023	03/15/2023	447.94		447.94	100-10-5160
Total 262-159-0798-3-23:						447.94	.00	447.94	
Total 13 FRONTIER:						785.32	.00	785.32	
18 FERRELLGAS									
1122084600	1	Propane FD	Invoice	01/30/2023	03/15/2023	342.43		342.43	100-50-5220
Total 1122084600:						342.43	.00	342.43	
1122084638	1	Propane Maint	Invoice	01/30/2023	03/15/2023	99.83		99.83	100-20-5332
Total 1122084638:						99.83	.00	99.83	
1122084645	1	Propane WW	Invoice	01/30/2023	03/15/2023	203.93		203.93	610-30-5740
Total 1122084645:						203.93	.00	203.93	
1122085070	1	Propane VH	Invoice	01/30/2023	03/15/2023	482.78		482.78	100-10-5160
Total 1122085070:						482.78	.00	482.78	
1122085079	1	Propane Admin	Invoice	01/30/2023	03/15/2023	203.75		203.75	100-10-5160
Total 1122085079:						203.75	.00	203.75	
1122131157	1	Propane VH	Invoice	01/30/2023	03/15/2023	185.90		185.90	100-10-5160
Total 1122131157:						185.90	.00	185.90	
1122257548	1	Propane Maint	Invoice	02/13/2023	03/15/2023	179.58		179.58	100-20-5332
Total 1122257548:						179.58	.00	179.58	
1122257554	1	Propane WW	Invoice	02/13/2023	03/15/2023	190.18		190.18	610-30-5740
Total 1122257554:						190.18	.00	190.18	
1122257557	1	Propane Admin	Invoice	02/13/2023	03/15/2023	156.71		156.71	100-10-5160
Total 1122257557:						156.71	.00	156.71	
1122257562	1	Propane VH	Invoice	02/13/2023	03/15/2023	770.18		770.18	100-10-5160
Total 1122257562:						770.18	.00	770.18	
FC-1557243	1	Propane Maint-Misc.	Invoice	02/25/2023	03/15/2023	.46		.46	100-20-5332
Total FC-15572438:						.46	.00	.46	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 18 FERRELLGAS:						2,815.73	.00	2,815.73	
24 WISCONSIN PUBLIC SERVICE									
0403256491-	1	Streetlights	Invoice	02/23/2023	03/15/2023	672.95		672.95	100-20-5342
Total 0403256491-22-2-23:						672.95	.00	672.95	
0403256491-	1	Admin	Invoice	02/13/2023	02/24/2023	937.52		937.52	100-10-5160
0403256491-	2	Streetlights	Invoice	02/13/2023	02/24/2023	408.29		408.29	100-20-5342
Total 0403256491-31-2-23:						1,345.81	.00	1,345.81	
0403256491-	1	Harborside	Invoice	02/13/2023	02/24/2023	35.84		35.84	100-20-5520
0403256491-	2	Wetlands	Invoice	02/13/2023	02/24/2023	38.00		38.00	100-20-5520
0403256491-	3	Visitor's Center	Invoice	02/13/2023	02/24/2023	29.70		29.70	100-20-5332
0403256491-	4	Village Hall	Invoice	02/13/2023	02/24/2023	185.17		185.17	100-10-5160
Total 0403256491-45-2-23:						288.71	.00	288.71	
Total 24 WISCONSIN PUBLIC SERVICE:						2,307.47	.00	2,307.47	
64 CULLIGAN									
FEBRUARY	1	Salt at WW	Invoice	02/08/2023	03/15/2023	59.85		59.85	610-30-5740
Total FEBRUARY 2023:						59.85	.00	59.85	
Total 64 CULLIGAN:						59.85	.00	59.85	
138 COUNTY OF DOOR - RYAN SCHLEY									
20223-33000	1	Fuel Charges	Invoice	02/09/2023	02/24/2023	277.85		277.85	610-30-5740
20223-33000	2	Fuel Charges	Invoice	02/09/2023	02/24/2023	587.56		587.56	100-20-5331
20223-33000	3	Fuel Charges	Invoice	02/09/2023	02/24/2023	34.00		34.00	100-10-5140
Total 20223-33000010:						899.41	.00	899.41	
2023-330000	1	Diesel FD	Invoice	02/09/2023	02/24/2023	108.85		108.85	100-50-5220
Total 2023-33000009:						108.85	.00	108.85	
Total 138 COUNTY OF DOOR - RYAN SCHLEY:						1,008.26	.00	1,008.26	
228 NCL OF WISCONSIN INC.									
483458	1	Tryptic Soy Broth	Invoice	02/20/2023	03/15/2023	18.44		18.44	201-30-5370
Total 483458:						18.44	.00	18.44	
483459	1	Case of Disp. BOD Bottles	Invoice	02/20/2023	03/15/2023	342.40		342.40	610-30-5740
Total 483459:						342.40	.00	342.40	
Total 228 NCL OF WISCONSIN INC.:						360.84	.00	360.84	
235 QUILL CORPORATION									
31024410	1	Office Supplies	Invoice	02/24/2023	03/15/2023	78.98		78.98	100-10-5140
Total 31024410:						78.98	.00	78.98	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 235 QUILL CORPORATION:						78.98	.00	78.98	
342 BIWER WELDING									
FEB2023-1	1	Install Tool Box F-350	Invoice	02/18/2023	03/15/2023	382.00		382.00	100-20-5331
FEB2023-1	2	Repair Grill on Tractor	Invoice	02/18/2023	03/15/2023	241.00		241.00	100-20-5520
Total FEB2023-1:						623.00	.00	623.00	
Total 342 BIWER WELDING:						623.00	.00	623.00	
346 DINGES FIRE COMPANY									
37274	1	Gas Detector	Invoice	02/16/2023	03/15/2023	180.00		180.00	610-30-5740
Total 37274:						180.00	.00	180.00	
Total 346 DINGES FIRE COMPANY:						180.00	.00	180.00	
543 CELLCOM WISCONSIN RSA 10									
509843	1	Cell Phone Charges-Spartan Go Cam	Invoice	02/22/2023	03/16/2023	29.34		29.34	100-20-5300
509843	2	Cell Phone Charges- Maintenance	Invoice	02/22/2023	03/16/2023	102.22		102.22	100-20-5300
509843	3	Cell Phone Charges- Maintenance	Invoice	02/22/2023	03/16/2023	21.23		21.23	100-20-5300
509843	4	Cell Phone Charges-Admin	Invoice	02/22/2023	03/16/2023	44.72		44.72	100-10-5140
509843	5	Cell Phone Charges-FD	Invoice	02/22/2023	03/16/2023	25.66		25.66	100-50-5220
509843	6	Cell Phone Charges-FD	Invoice	02/22/2023	03/16/2023	21.23		21.23	100-50-5220
509843	7	Cell Phone Charges-Marina	Invoice	02/22/2023	03/16/2023	25.78		25.78	202-40-5543
Total 509843:						270.18	.00	270.18	
Total 543 CELLCOM WISCONSIN RSA 10:						270.18	.00	270.18	
621 CLIFTONLARSONALLEN LLP									
3580959	1	Audit-General Village	Invoice	02/27/2023	03/15/2023	9,490.00		9,490.00	100-10-5150
3580959	2	Audit-VWW	Invoice	02/27/2023	03/15/2023	5,110.00		5,110.00	610-30-5740
3580959	3	Audit-Tech and Client Support Fee	Invoice	02/27/2023	03/15/2023	612.50		612.50	100-10-5150
Total 3580959:						15,212.50	.00	15,212.50	
Total 621 CLIFTONLARSONALLEN LLP:						15,212.50	.00	15,212.50	
651 EAGLE MECHANICAL									
23365	1	Repair to Boiler at VH	Invoice	02/21/2023	03/15/2023	351.40		351.40	100-20-5332
Total 23365:						351.40	.00	351.40	
Total 651 EAGLE MECHANICAL:						351.40	.00	351.40	
674 TOWN OF BAILEYS HARBOR									
2022-57	1	Mid Door Fire Calls	Invoice	12/31/2022	03/15/2023	333.50		333.50	100-50-5220
Total 2022-57:						333.50	.00	333.50	
Total 674 TOWN OF BAILEYS HARBOR:						333.50	.00	333.50	
722 APPEL OUTDOOR MAINTENANCE									
5319	1	Haul Tractor to Service Motors	Invoice	03/03/2023	03/15/2023	215.40		215.40	100-20-5330

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 5319:						215.40	.00	215.40	
Total 722 APPEL OUTDOOR MAINTENANCE:						215.40	.00	215.40	
766 QUADIENT LEASING USA INC									
N9816241	1	System Rental	Invoice	02/16/2023	02/24/2023	82.49		82.49	100-10-5140
N9816241	2	System Rental	Invoice	02/16/2023	02/24/2023	41.24		41.24	201-30-5370
N9816241	3	System Rental	Invoice	02/16/2023	02/24/2023	41.24		41.24	202-40-5543
Total N9816241:						164.97	.00	164.97	
Total 766 QUADIENT LEASING USA INC:						164.97	.00	164.97	
776 WISCONSIN RURAL WATER ASSN									
S5773	1	2023 System Membership Renewal	Invoice	03/01/2023	03/15/2023	330.00		330.00	610-30-5740
Total S5773:						330.00	.00	330.00	
Total 776 WISCONSIN RURAL WATER ASSN:						330.00	.00	330.00	
799 AFLAC ATTN: REMITTANCE PROCESSING									
788656	1	Supplemental Insurance	Invoice	02/15/2023	02/24/2023	446.20		446.20	100-21515
Total 788656:						446.20	.00	446.20	
Total 799 AFLAC ATTN: REMITTANCE PROCESSING:						446.20	.00	446.20	
811 MCCLONE									
8774	1	2023 Auto & Liability-2	Invoice	03/01/2023	03/15/2023	1,077.00		1,077.00	100-10-5193
8774	2	2023 Auto & Liability-2	Invoice	03/01/2023	03/15/2023	94.00		94.00	100-10-5140
8774	3	2023 Auto & Liability-2	Invoice	03/01/2023	03/15/2023	348.00		348.00	100-20-5331
8774	4	2023 Auto & Liability-2	Invoice	03/01/2023	03/15/2023	399.00		399.00	610-30-5740
8774	5	2023 Auto & Liability-2	Invoice	03/01/2023	03/15/2023	1,452.00		1,452.00	100-50-5220
Total 8774:						3,370.00	.00	3,370.00	
8774-1	1	2023 Workers Compensation-2	Invoice	03/01/2023	03/15/2023	138.00		138.00	100-10-5140
8774-1	2	2023 Workers Compensation-2	Invoice	03/01/2023	03/15/2023	1,497.00		1,497.00	100-20-5300
8774-1	3	2023 Workers Compensation-2	Invoice	03/01/2023	03/15/2023	150.00		150.00	202-40-5543
8774-1	4	2023 Workers Compensation-2	Invoice	03/01/2023	03/15/2023	2,100.00		2,100.00	610-30-5740
8774-1	5	2023 Workers Compensation-2	Invoice	03/01/2023	03/15/2023	228.00		228.00	100-50-5220
Total 8774-1:						4,113.00	.00	4,113.00	
9183	1	2022/2023 Workers Compensation Audi	Invoice	03/06/2023	03/15/2023	1,311.00		1,311.00	610-30-5740
Total 9183:						1,311.00	.00	1,311.00	
Total 811 MCCLONE:						8,794.00	.00	8,794.00	
822 NAPA AUTO PARTS									
226402	1	2x Eye Bolt & Boss Long Spring	Invoice	02/21/2023	03/15/2023	137.88		137.88	100-20-5330
Total 226402:						137.88	.00	137.88	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 822 NAPA AUTO PARTS:						137.88	.00	137.88	
830 DOOR COUNTY HUMANE SOCIETY									
2023 DONAT	1	Donation	Invoice	02/22/2023	02/24/2023	1,000.00		1,000.00	100-10-5140
Total 2023 DONATIONS:						1,000.00	.00	1,000.00	
Total 830 DOOR COUNTY HUMANE SOCIETY:						1,000.00	.00	1,000.00	
832 MCMAHON ASSOCIATES INC.									
0929765	1	2nd/Final Payment 2025 Plant & Syste	Invoice	02/09/2023	03/15/2023	6,230.00		6,230.00	610-30-5740
Total 0929765:						6,230.00	.00	6,230.00	
Total 832 MCMAHON ASSOCIATES INC.:						6,230.00	.00	6,230.00	
879 HERLACHE SMALL ENGINE INC									
163968	1	Repair to Salt Spreader	Invoice	02/28/2023	03/15/2023	57.00		57.00	100-20-5330
Total 163968:						57.00	.00	57.00	
Total 879 HERLACHE SMALL ENGINE INC:						57.00	.00	57.00	
924 AMERICAN INNOVATIONS									
BH150050	1	Remote Monitoring	Invoice	03/01/2023	03/15/2023	16.52		16.52	610-30-5740
Total BH150050:						16.52	.00	16.52	
Total 924 AMERICAN INNOVATIONS:						16.52	.00	16.52	
945 RUSSELL SALFI									
MARCH2023	1	Cell Phone Reimbursement - March 20	Invoice	03/01/2023	03/15/2023	30.00		30.00	610-30-5740
Total MARCH2023:						30.00	.00	30.00	
Total 945 RUSSELL SALFI:						30.00	.00	30.00	
948 DCC									
001567701	1	Long Distance	Invoice	02/21/2023	03/15/2023	22.47		22.47	100-10-5160
Total 001567701:						22.47	.00	22.47	
Total 948 DCC:						22.47	.00	22.47	
980 JUSTIN MACDONALD									
MARCH2023	1	Reimbursement for Radio Case	Invoice	03/04/2023	03/15/2023	71.67		71.67	100-50-5220
Total MARCH2023:						71.67	.00	71.67	
Total 980 JUSTIN MACDONALD:						71.67	.00	71.67	
1047 GFL ENVIRONMENTAL									
U500000440	1	Trash-3/1-3/31/23	Invoice	02/20/2023	02/24/2023	206.49		206.49	100-20-5362
Total U50000044001:						206.49	.00	206.49	
U500000440	1	Recycle-3/1-3/31/2023	Invoice	02/20/2023	02/24/2023	699.99		699.99	100-20-5362

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total U50000044002:						699.99	.00	699.99	
Total 1047 GFL ENVIRONMENTAL:						906.48	.00	906.48	
1178 NICOLET NATIONAL BANK									
ARAWY1	1	Logmein	Invoice	02/17/2023	03/15/2023	42.10		42.10	100-10-5140
Total ARAWY1:						42.10	.00	42.10	
BLK4JSW2	1	Printer Ink	Invoice	02/01/2023	03/15/2023	28.47		28.47	100-20-5300
Total BLK4JSW2:						28.47	.00	28.47	
E0Q8P1J	1	Replacement Radio Battery	Invoice	02/09/2023	03/15/2023	52.00		52.00	100-50-5220
Total E0Q8P1J:						52.00	.00	52.00	
Total 1178 NICOLET NATIONAL BANK:						122.57	.00	122.57	
1190 DANIEL OAKLEY									
MARCH2023	1	Cell Phone Reimbursement-March 202	Invoice	03/01/2023	03/15/2023	15.00		15.00	610-30-5740
Total MARCH2023:						15.00	.00	15.00	
Total 1190 DANIEL OAKLEY:						15.00	.00	15.00	
1244 HI TEC FABRICATION									
35562	1	Plates for Light Mounting	Invoice	02/09/2023	02/24/2023	42.62		42.62	100-50-5220
Total 35562:						42.62	.00	42.62	
Total 1244 HI TEC FABRICATION:						42.62	.00	42.62	
1248 DOOR COUNTY IT									
3078	1	System Update-Accounting Software	Invoice	02/28/2023	03/15/2023	120.00		120.00	100-10-5140
Total 3078:						120.00	.00	120.00	
3079	1	Update Server	Invoice	02/28/2023	03/15/2023	180.00		180.00	100-10-5140
Total 3079:						180.00	.00	180.00	
Total 1248 DOOR COUNTY IT:						300.00	.00	300.00	
9090 EVENSON LAUNDRY & CLEANERS									
762060	1	WW Rug Rental	Invoice	02/21/2023	03/15/2023	26.65		26.65	201-30-5370
Total 762060:						26.65	.00	26.65	
Total 9090 EVENSON LAUNDRY & CLEANERS:						26.65	.00	26.65	
9115 PEIL CONSTRUCTION LLC									
7426	1	February Snow Plowing	Invoice	03/03/2023	03/15/2023	4,282.50		4,282.50	100-20-5330
Total 7426:						4,282.50	.00	4,282.50	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 9115 PEIL CONSTRUCTION LLC:						4,282.50	.00	4,282.50	
9149 MISSION COMMUNICATIONS									
1073111	1	Mission Telemetry 2023	Invoice	02/13/2023	02/24/2023	1,017.45		1,017.45	610-30-5740
Total 1073111:						1,017.45	.00	1,017.45	
Total 9149 MISSION COMMUNICATIONS:						1,017.45	.00	1,017.45	
9186 ASSOCIATED APPRAISALCONSULTANTS INC									
167071	1	Assessor Fees	Invoice	03/01/2023	03/15/2023	694.75		694.75	100-10-5153
Total 167071:						694.75	.00	694.75	
Total 9186 ASSOCIATED APPRAISALCONSULTANTS INC:						694.75	.00	694.75	
9229 LINCOLN NATIONAL LIFE									
4521199914	1	Disability Insurance March 2023	Invoice	02/11/2023	02/24/2023	306.97		306.97	100-10-5140
4521199914	2	Disability Insurance March 2023	Invoice	02/11/2023	02/24/2023	143.44		143.44	100-20-5300
4521199914	3	Disability Insurance March 2023	Invoice	02/11/2023	02/24/2023	157.57		157.57	610-30-5740
Total 4521199914:						607.98	.00	607.98	
Total 9229 LINCOLN NATIONAL LIFE:						607.98	.00	607.98	
9260 WEST MARINE PRO									
0462821	1	Rescue Boat	Invoice	02/01/2023	03/15/2023	873.54		873.54	100-50-5220
Total 0462821:						873.54	.00	873.54	
Total 9260 WEST MARINE PRO:						873.54	.00	873.54	
9274 PENINSULA GOLF ASSOCIATES									
VH2023	1	VH Deposit Refund	Invoice	03/09/2023	03/15/2023	250.00		250.00	100-23200
Total VH2023:						250.00	.00	250.00	
Total 9274 PENINSULA GOLF ASSOCIATES:						250.00	.00	250.00	
9290 ANDREA COLLAKE									
MARCH2023	1	Cell Phone Reimbursement-March 202	Invoice	03/01/2023	03/15/2023	30.00		30.00	100-10-5140
Total MARCH2023:						30.00	.00	30.00	
Total 9290 ANDREA COLLAKE:						30.00	.00	30.00	
Total :						51,072.68	.00	51,072.68	
Grand Totals:						51,072.68	.00	51,072.68	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-10-51400-104	306.97	.00	306.97
100-10-51400-105	138.00	.00	138.00
100-10-51400-310	34.00	.00	34.00
100-10-51400-312	74.72	.00	74.72
100-10-51400-331	82.49	.00	82.49
100-10-51400-333	121.08	.00	121.08
100-10-51400-334	300.00	.00	300.00
100-10-51400-340	94.00	.00	94.00
100-10-51400-710	1,000.00	.00	1,000.00
100-10-51500-300	10,102.50	.00	10,102.50
100-10-51530-210	694.75	.00	694.75
100-10-51600-303	937.52	.00	937.52
100-10-51600-304	360.46	.00	360.46
100-10-51600-306	470.41	.00	470.41
100-10-51601-303	185.17	.00	185.17
100-10-51601-304	1,438.86	.00	1,438.86
100-10-51930-212	1,077.00	.00	1,077.00
100-20-53000-104	143.44	.00	143.44
100-20-53000-105	1,497.00	.00	1,497.00
100-20-53000-312	152.79	.00	152.79
100-20-53000-333	28.47	.00	28.47
100-20-53301-223	4,692.78	.00	4,692.78
100-20-53310-310	587.56	.00	587.56
100-20-53310-311	382.00	.00	382.00
100-20-53310-340	348.00	.00	348.00
100-20-53321-303	29.70	.00	29.70
100-20-53322-302	351.40	.00	351.40
100-20-53322-304	279.87	.00	279.87
100-20-53420-303	1,081.24	.00	1,081.24
100-20-53620-210	699.99	.00	699.99
100-20-53621-210	206.49	.00	206.49
100-20-55200-303	73.84	.00	73.84
100-20-55200-353	241.00	.00	241.00
100-21515	446.20	.00	446.20
100-23200	250.00	.00	250.00
100-50-52200-105	228.00	.00	228.00
100-50-52200-304	342.43	.00	342.43
100-50-52200-310	108.85	.00	108.85
100-50-52200-312	46.89	.00	46.89
100-50-52200-340	1,452.00	.00	1,452.00
100-50-52200-353	916.16	.00	916.16
100-50-52200-370	123.67	.00	123.67
100-50-52200-373	333.50	.00	333.50
201-30-53700-331	41.24	.00	41.24
201-30-53700-398	45.09	.00	45.09
202-40-55430-105	150.00	.00	150.00
202-40-55430-306	25.78	.00	25.78
202-40-55430-331	41.24	.00	41.24
610-30-57401-104	157.57	.00	157.57
610-30-57401-105	3,411.00	.00	3,411.00
610-30-57401-306	337.38	.00	337.38
610-30-57401-310	277.85	.00	277.85
610-30-57401-312	45.00	.00	45.00
610-30-57401-335	330.00	.00	330.00
610-30-57401-337	5,110.00	.00	5,110.00
610-30-57401-340	399.00	.00	399.00
610-30-57401-389	180.00	.00	180.00
610-30-57402-304	394.11	.00	394.11

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
610-30-57402-380	59.85	.00	59.85
610-30-57402-381	342.40	.00	342.40
610-30-57402-810	6,230.00	.00	6,230.00
610-30-57403-384	1,033.97	.00	1,033.97
Grand Totals:	51,072.68	.00	51,072.68

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	51,072.68	.00	51,072.68
Grand Totals:	51,072.68	.00	51,072.68



2023 REFERENDUM INFORMATION

WHAT IS ON THE APRIL 4th BALLOT?

Shall the School District of Gibraltar Area, Door County, Wisconsin be authorized to issue pursuant to Chapter 67 of the Wisconsin Statutes, general obligation bonds in an amount not to exceed \$29.8 million for the public purpose of paying the cost of a District-wide school facility improvement project at the school building and site consisting of: renovations, safety and security, building infrastructure and building systems improvements; construction of additions for classrooms, offices and a replacement gymnasium; removal and replacement of older portions of the school building; site improvements; and acquisition of furnishings, fixtures and equipment.

WHY PROPOSE A REFERENDUM NOW?

- In developing recommendations, the district and board evaluated seven options to address the limitations and areas of need to realize a collective short- and long-term facility solution for the district.
- The district is soliciting feedback through planning and design meetings from community members, teachers, and students, therefore empowering these groups to help shape the future of education and optimize our school learning environments.
- An important goal of the current plan is to avoid displacing students and teachers in portable classroom trailers.
- There is no capital referendum option in Fall 2023; April 2023 is the preferred option to delaying until April 2024.*
- Delaying the referendum is limiting the school board to address urgent maintenance needs.

Summer 2022
Completed Facility Assessment

Fall 2022
Board Toured Other School Districts' Facilities
Explored 7 Options from Maintenance Only to New Construction

December 2022
Preliminary Proposal Presented to Board

January 2023
Board Adopted Resolution for \$29.8M Referendum

January-March 2023
Community Information Sessions and Community Planning and Design Meetings

April 4, 2023
Vote!

Summer 2024
Start Construction

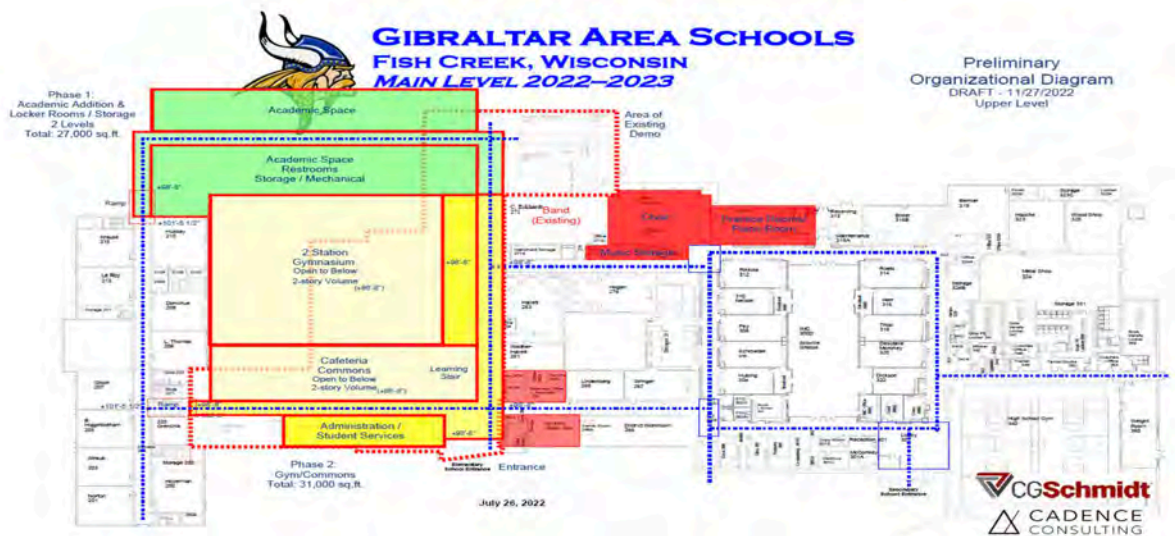
Summer 2026
Construction Complete

LONG-RANGE FACILITY MASTER PLANNING PROCESS HIGHLIGHTS

**Assembly Bill 268 (AB 268) requires school districts to initiate capital referendum votes during spring and fall general elections. The fall general election occurs only in even-numbered years, thus delaying the process until April 2024.*



FOR MORE INFORMATION

VISIT www.gibraltar.k12.wi.us/domain/1404
CALL Brett Stousland at 920-868-3284 x215
EMAIL bstousland@gibraltar.k12.wi.us



WHAT IS THE ESTIMATED IMPACT TO TAXPAYERS?

The District works very hard to use taxpayers' money responsibly. In fact, our mill rate is one of the lowest in the state. If the referendum were to pass, the average increase over the life of the loan will be \$0.19 per \$1,000 of fair market property value.

\$29,800,000 REFERENDUM AMOUNT ↓ \$0.19 per \$1,000 fair market property value	\$200,000 FAIR MARKET PROPERTY VALUE		\$300,000 FAIR MARKET PROPERTY VALUE	
	Estimated Annual Impact	\$38.00	Estimated Annual Impact	\$57.00
	Estimated Monthly Impact	\$3.17	Estimated Monthly Impact	\$4.75
	 11¢ PER DAY		 16¢ PER DAY	

GET OUT AND VOTE!

Please note: April 4th is the spring election day, which occurs during the district's spring break (April 1-9). Absentee voting and early, in-person voting are also available options. Absentee ballots can be requested anytime; the last day to request an absentee ballot is March 30th. Absentee ballots must be submitted by 8:00 PM on April 4th. Early, in-person voting will take place from March 21st to 31st.

Please check your voter registration status, register to vote if needed, and find your polling place at myvote.wi.gov.



WANT TO LEARN MORE?

PUBLIC INFORMATION SESSIONS:

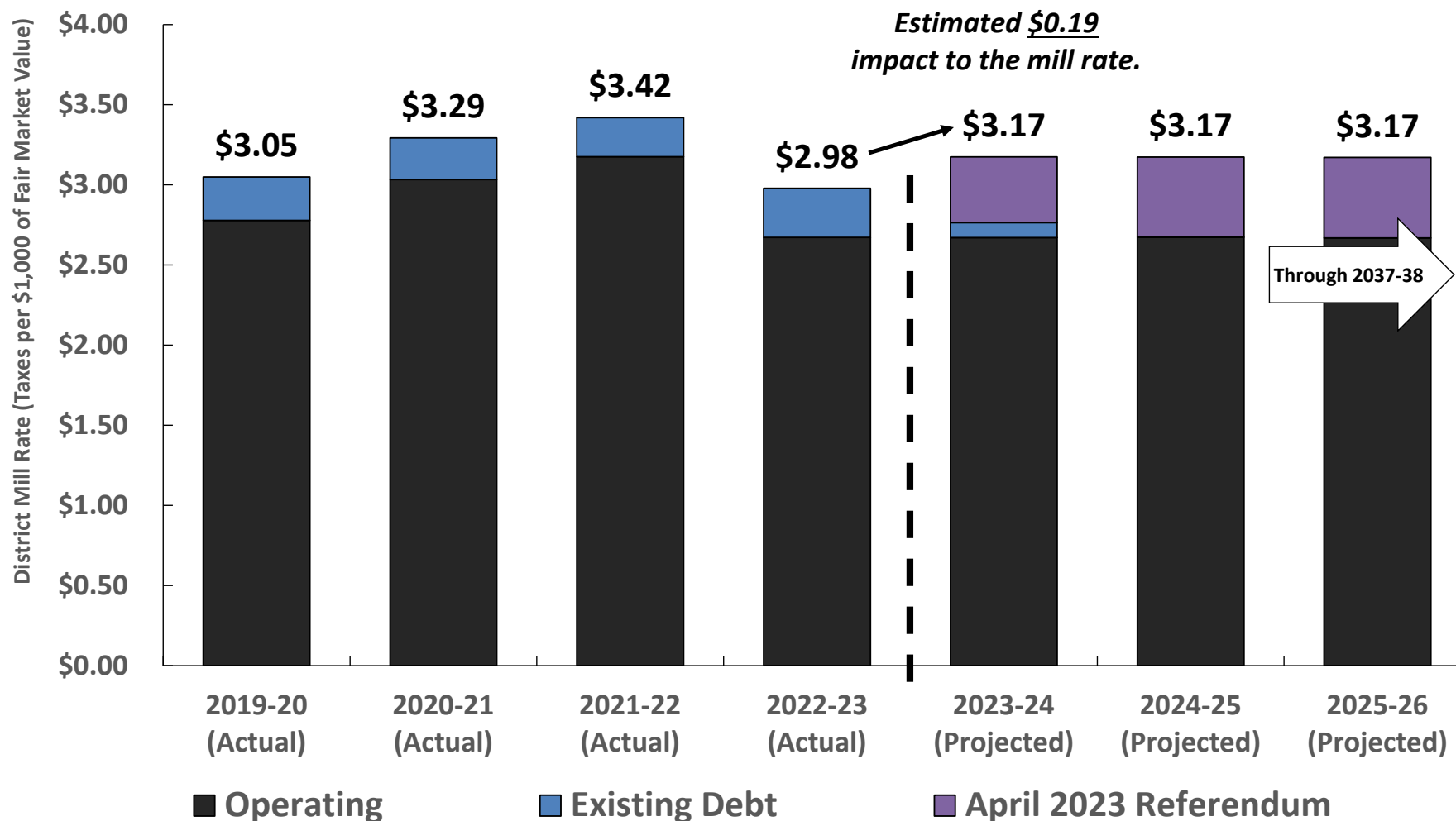
February 20, 2023
6:00 PM, IMC - Secondary School
March 9, 2023
6:00 PM, IMC - Secondary School
March 15, 2023
5:00 PM, IMC - Secondary School

PLANNING & DESIGN MEETINGS:

February 22, 2023
6:00 PM, IMC - Secondary School
March 8, 2023
6:00 PM, IMC - Secondary School
March 22, 2023
6:00 PM, IMC - Secondary School

School District of Gibraltar Area

Historical Mill Rate



Mill rate based on 2022 Equalized Valuation (TID-OUT) of \$4,813,671,310 with annual growth of 5.00% in 2023, 4.00% in 2024, 3.00% in 2025 and 0.00% thereafter.

Impact represents hypothetical change in mill rate for referendum debt service over the 2022-23 mill rate of \$0.31. Assumes the mill rate for operating purposes is flat from 2022-23 and thereafter.

Note: Planning estimates only. Significant changes in market conditions will require adjustments to current financing plan. Rates subject to change.

Door County Community Foundation Community Investment Grant Meeting

In attendance: Mike McCutcheon, Brent Bristol, Kelsey Stone, Cody Schreck, Kacie Mueller, Bret Bicoy

Primary Takeaways:

- The grant vetting process has two distinct stages.
 - 1.) Does it pass State Statutes? (Pass or fail) If pass, move on to stage 2.
 - i.e., is it a non-housing project that has a likelihood to lead to overnight stays?
 - 2.) Does it fit within this grant's specified criteria?
 - Once stage 2 of the review is reached the focus of the review committee moves away from the value of a project to the visitor to a review on the value of the project to the resident of Door County using the underlying variables/considerations.
 - Variables/Considerations to consider.
 - Does it benefit Door County residents? (Most Important)
 - Does the project's impact cross municipal boundaries?
 - Is the requested money going to be used toward tangible things?
 - Does the project leverage collaboration between organizations?
 - Does the applicant have skin in the game?
 - Is the project construction ready?
 - Has the applicant already paid engineering/planning fees?
 - The biggest thing in the evaluators' mind is what the end product is going to be.
- The grant generally, is not reimbursement based.
 - Grant monies cannot be used to pay for portions of projects that have already been purchased.
 - If an applicant has demonstrated a commitment to a project, engineering fees could be considered for a grant.
- Different reporting is required for different types of non-profits.
 - 501c6 organizations like Ephraim Business Council will have more requirements for reporting grant related expenses. Must show expenditure responsibility. These grants would likely be reimbursements.
- DCCF is still learning about what projects they will fund.
 - As meetings occur, Bret is bringing questions and concerns to their legal team to see what projects fit within the State Statutes.
- Projects that enhance previously funded projects, or multi-municipality projects are good fits for the grant.
- Grant Reporting will be transparent and informative.
 - First Quarter Grantees will be announced in Mid-May by Destination Door County.
 - Those who did not receive grants will not be announced, but DCCF encourages meetings for prospective applicants and will advise on what types of projects have been denied in the past.
- DCCF evaluators will not take politics into consideration (i.e., they will not deny multiple projects in the same locality because they are concentrated in the same location).
 - DCCF will utilize a localized recruitment approach where they communicate with organizations in regions that are not submitting applications, instead of denying applications based on region.

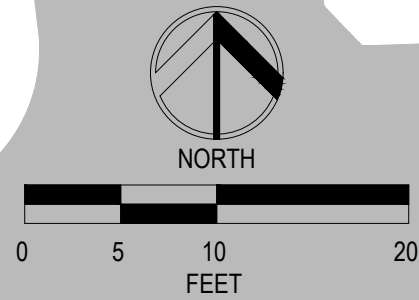
Specific Ideas & Feedback

- Anderson Dock Project.
 - Bret has to make sure that the State Statutes allow for “repair work to an existing structure.”
 - He expressed his confidence that historic preservation projects like Anderson Dock would fit well within the grant restrictions.
 - The most effective way to present the monetary ask is by breaking it down in an itemized budget.
 - This allows evaluators to assess what portions of the project they are interested in supporting, especially in the case of high monetary asks.
 - Prevents blanket denials.
 - The most important part of the application for the Anderson Dock is going to be the narrative.
 - We need to be able to convince the evaluators that the project meets all the subjective variables outlined above.
 - We need quantitative data from multiple sources.
 - Hardy Gallery visits.
 - Door County Trolley visits.
 - Visitors to the Anderson Store.
 - Social media tags by location.
- Public transportation
 - The grant could be awarded for the bus (tangible), however if an individual community is applying for the grant, the odds of receiving it are low. If we were to prove that our public transportation would link up to Sister Bay (and potentially Bailey’s Harbor), there would be a greater chance of receiving. An application by a county-wide organization would have the best shot, however that comes with a much larger price tag.
 - The grant could not cover the cost of a bus driver due to state statute (seen as an operating expense), however it could cover the cost of a tour guide who drives a bus (providing tourist information services)
- Wi-Fi
 - Grant could cover the equipment necessary for public internet and the installation costs (tangible), but it could not cover the costs of service.
 - Priority issue - how does it fit in the priority list of other projects, it probably would not be as high of a priority as other grant projects.
- EV charging station
 - An EV charging station would be difficult to win the grant because it is hard to prove that residents would use it. Most likely if a resident has an electric car, they also have a charging station at their house so they would not need a public charging station at a business or public area in Door County
- Water bottle filling station
 - This could be an easy way to receive a small grant.
 - Used by residents and visitors, tangible end product, low (relatively) cost.

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. NO USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

Plot Date: 08/29/2022 - 2:49pm
Drawing Name: U:\193805739\25026_Village Hall\ACAD\ENGINEERING\25026_VILLAGE HALL_LNG_DES_7.dwg
Xref: 193805739_XREF_SHEET BORDER

EXISTING



SHEET KEY NOTES

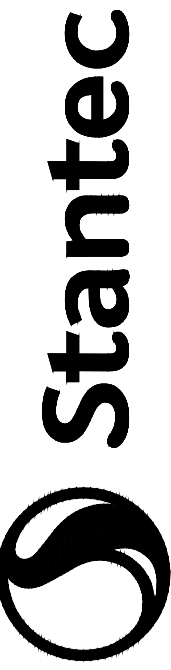
1. SAW CUT PAVEMENT
2. REMOVE ASPHALT PAVEMENT
3. REMOVE CONCRETE SIDEWALK AND CURB
4. REMOVE/GRIND-OFF/PAINT-OVER EXISTING CROSS WALK PAINT LINES
5. REMOVE/GRIND-OFF/PAINT-OVER EXISTING PARKING STALL LINES
6. SILT FENCE; SEE DNR TECH STANDARD 1056; INSTALL IMMEDIATELY AFTER ASPHALT PAVEMENT REMOVAL
7. STATE HIGHWAY 42 HIGHWAY RIGHT OF WAY LINE; NO CONSTRUCTED ALTERATIONS PROPOSED WITHIN RIGHT OF WAY; ONLY PAINTED LINE MODIFICATIONS PROPOSED (PARKING STALL AND WALKWAY RELOCATIONS); WDOT WORK-IN-ROW PERMIT REQUIRED BEFORE PROJECT START

EXISTING GREEN
SPACE
2772 SF

PARKING

	EXISTING	PROPOSED	PROPOSED NO PARALLEL
@ VILLAGE HALL:	23	17	18
ON HWY:	10	15	10
TOTAL	33	32	28

EX STM CB
IRM=502.32
INV=579.42
D=2.90'



312 N 5th Avenue
Sturgeon Bay, WI 54235
www.stantec.com

EXISTING CONDITIONS AND REMOVAL PLAN

VILLAGE HALL PARKING LOT RENOVATION
VILLAGE OF EPHRAIM
EPHRAIM, WI 54211

DATE OF ISSUANCE
DRAFT

NO/REVISION DATE

SURVEY	###
DRAWN	SRW
DESIGNED	PJH
CHECKED	###
APPROVED	###
PROJ. NO.	193805739

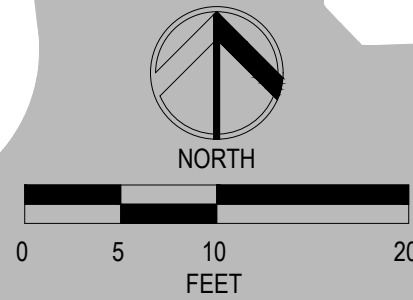
SHEET NUMBER

C100

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING. ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. NO USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.

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Drawing name: \\N\193805739\25026_Village Hall\ACAD\ENGINEERING\25026_VILLAGE HALL LENG.DES_7.dwg
Xref: 193805739.XREF SHEET BORDER

PROPOSED



SHEET KEY NOTES

- ASPHALT PAVEMENT - STANDARD DUTY; SEE DETAIL A SHEET C400
- CONCRETE SIDEWALK - 6" THICKNESS WITH BROOMED FINISH; SEE DETAIL B SHEET C400
- CONCRETE SIDEWALK/PAVEMENT - 4" THICKNESS WITH BROOMED FINISH; SEE DETAIL C SHEET C400
- EXISTING PARKING STALLS TO REMAIN
- PAINT STRIPE- 4" WIDE; COLOR BY OWNER PREFERENCE
- PAINT STRIP - 6" WIDE; COLOR WHITE; PER WDOT REQUIREMENTS
- HAZARD STRIPING
- SIGN LOCATION - "EPHRAIM VILLAGE HALL"
- CONCRETE PAVEMENT - 4" WITH STAMPED FINISH; STAMP PATTERN BY OWNER PREFERENCE; SEE DETAIL C SHEET C400
- CONCRETE CURB AND GUTTER - 30" WIDTH WITH 6" VERTICAL CURB; SEE DETAIL E SHEET C400
- GREENSPACE; LAWN OR LANDSCAPED AREA; OWNER PREFERENCE; WORK COMPLETED BY OTHERS
- NEW PARALLEL PARKING STALL
- HIGHWAY RIGHT OF WAY LINE; NO CONSTRUCTED ALTERATIONS PROPOSED WITHIN RIGHT OF WAY; ONLY PAINTED LINE MODIFICATIONS PROPOSED (PARKING STALL AND WALKWAY RELOCATIONS); WDOT WORK-IN-ROW PERMIT REQUIRED BEFORE PROJECT START
- ADA VAN-ACCESIBLE PARKING STALL WITH ADA SYMBOL, ADA SIGN, AND ADA ACCESS AISLE
- ADA DETECTABLE WARNING PLATE
- PIPE BOLLARD - 6" Ø; SEE DETAIL D SHEET C400
- EXISTING MECHANICAL UNIT LOCATION (HVAC, WELL, ETC)

PROPOSED GREEN SPACE
3397 SF

PARKING

	EXISTING	PROPOSED	PROPOSED NO PARALLEL
@ VILLAGE HALL:	23	17	18
ON HWY:	10	15	10
TOTAL	33	32	28

EPHRAIM VILLAGE HALL
9996 WATER STREET/HWY 42

EX STM CB
IRM=502.32
INV=579.42
D=2.90'

THE CONTRACTOR SHALL VERIFY AND BE RESPONSIBLE FOR ALL DIMENSIONS. DO NOT SCALE THE DRAWING - ANY ERRORS OR OMISSIONS SHALL BE REPORTED TO STANTEC WITHOUT DELAY. THE COPYRIGHTS TO ALL DESIGNS AND DRAWINGS ARE THE PROPERTY OF STANTEC. REPRODUCTION OR USE FOR ANY PURPOSE OTHER THAN THAT AUTHORIZED BY STANTEC IS FORBIDDEN.



@ VILLAGE HALL:
ON HWY: TOTAL

EXISTING	PROPOSED	PROPOSED NO PARALLEL
23	17	18
<u>10</u>	<u>15</u>	<u>10</u>
33	32	28

1. ASPHALT PAVEMENT - STANDARD DUTY; SEE
DETAIL A SHEET C400
2. CONCRETE SIDEWALK - 6" THICKNESS WITH
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14. ADA VAN-ACCESSIBLE PARKING STALL WITH ADA
SYMBOL, ADA SIGN, AND ADA ACCESS AISLE
15. ADA DETECTABLE WARNING PLATE
16. PIPE BOLLARD - 6" Ø; SEE DETAIL D SHEET C400
17. EXISTING MECHANICAL UNIT LOCATION (HVAC,
WELL, ETC)

PROPOSED GREEN
SPACE
4816 SF

HIGHWAY R.O.W.
DOT WILL DICTATE HOW MUCH SHOULDER CAN BE REMOVED
AND TURNED INTO GREEN SPACE, IF ANY

EX STM C
RIM=582.3
INV=579.4
D=2 90'

DESIGN ENGINEERING SERVICES AGREEMENT

This Design and Construction Engineering Services Agreement ("Agreement") effective this, April 12, 2022, is by and between Village of Ephraim, a municipal corporation ("Client"), and AECOM Technical Services, Inc., a California corporation ("AECOM"); each also referred to individually as ("Party") and collectively as ("Parties").

In consideration of the mutual covenants and promises contained herein, the Parties agree as follows:

1. SCOPE OF SERVICES

1. AECOM shall perform the services set forth in **EXHIBIT A** ("Services"), incorporated herein by reference.

1.2 AECOM will provide the work products ("Deliverables") in accordance with the schedule ("Project Schedule"), if applicable, as set forth in **EXHIBIT A**.

2. TERM OF AGREEMENT Upon execution by the Parties, this Agreement shall have the effective date set forth above. This Agreement shall remain in force until all obligations related to the Services, other than those obligations which survive termination of this Agreement under Article 23, have been fulfilled, unless this Agreement is sooner terminated as set forth herein.

3. COMPENSATION AND PAYMENT AECOM shall be paid for the performance of the Services in accordance with **EXHIBIT B** ("Compensation and Payment"), incorporated herein by reference.

4. NOTICE All notices, requests, claims, demands and other official communications herein shall be in writing. Such notices shall be given (i) by delivery in person, (ii) by a nationally recognized commercial courier service; or (iii) by United States Postal Service, registered mail, postage prepaid and return receipt requested. Notices shall be effective upon actual delivery to the other Party at the following addresses:

TO CLIENT:

Village of Ephraim
PO Box 138
Ephraim, WI 54211

Attn: Brent Bristol, Ephraim Administrator

TO AECOM:

2985 S Ridge Road, Suite B
Green Bay, WI 54304

Attn: Nicholas J. Becker, PE, Project Manager

Claims-related notices shall be copied to:
Chief Counsel, Americas Design and Consulting Services
515 South Flower Street, Suite 1050
Los Angeles, CA 90071

or to which address the receiving Party may from time to time give notice to the other Party. Rejection or other refusal to accept, or the inability to deliver because of changed address for which no notice was given, shall be deemed to be receipt of the notice as of the date of such rejection, refusal to accept, or inability to deliver.

5. AECOM'S RESPONSIBILITIES

5.1 AECOM shall perform the Services in accordance with the degree of professional skill, quality and care ordinarily exercised by members of the same profession currently practicing in the same location under comparable circumstances and as expeditiously as is consistent with professional skill and the orderly progress of the Project but, except in the case of a material modification of the Services, a delay caused or requested by Client or its agents or contractors or a force majeure event, no later than the scheduled completion date as set forth on Exhibit A attached hereto. The full extent of AECOM's responsibility with respect to the Services shall be to perform in accordance with the above standards and to remedy any material deficiencies or defects in the Deliverables at AECOM's own expense, provided that AECOM is notified by Client, in writing, of any such deficiency or defect within a reasonable period after discovery thereof. AECOM MAKES NO OTHER REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, INCLUDING ANY IMPLIED WARRANTIES OF FITNESS FOR A PARTICULAR PURPOSE, MERCHANTABILITY, INFORMATIONAL CONTENT OR OTHERWISE.

5.2 The Services will be performed in accordance and the Deliverables shall comply with all applicable codes, ordinances, and laws. AECOM will endeavor in good faith, as needed, to obtain from the appropriate authorities their interpretation of applicable codes and standards and will apply its professional judgment in interpreting the codes and standards as they apply to the Project at the time of performance of the Services. Notwithstanding the above, the Parties agree that, as the Project progresses, such codes or standards may change or the applicability of such codes or standards may vary from AECOM's original interpretation through no fault of AECOM and that additional costs necessary to conform to such changes or interpretations during or after execution of the Services will be subject to an equitable adjustment in the Compensation and Project Schedule. AECOM shall promptly, and before performing any additional Services, provide Client with an estimate, as accurate as circumstances will allow, of all additional costs involved in complying with such change or compliance with such codes or standards, and shall obtain a signed change order from Client for the additional Services and/or Deliverables entailed in such compliance.

5.3 AECOM shall be responsible for its performance and that of AECOM's lower-tier subconsultants and vendors. However, AECOM shall not be responsible for health or safety programs or precautions related to Client's activities or operations or those of Client's other contractors and consultants or their respective subcontractors and vendors ("Contractors"). AECOM shall have no responsibility for (i) construction means, methods, techniques, sequences or procedures; (ii) for the direction of Contractors' personnel; (iii) selection of construction equipment; (iv) coordination of Contractors' work; (v) for placing into operation any plant or equipment; or (vi) for Contractors' failure to perform the work in accordance with any applicable construction contract. AECOM shall not be responsible for Client's pre-existing site conditions or the aggravation of those preexisting site conditions to the extent not caused by the negligence or willful misconduct of AECOM. AECOM shall not be responsible for inspecting, observing, reporting or correcting health or safety conditions or deficiencies of Client, Contractors or others at project site ("Project Site") other than AECOM's employees, subconsultants and vendors. So as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does identify such issues by making observations, reports, suggestions or otherwise, AECOM shall have no authority to direct the actions of others not under AECOM's responsibility and control and shall have no liability, responsibility, or affirmative duty arising on account of AECOM's actions or forbearance.

5.4 Notwithstanding anything contained in this Agreement, AECOM shall have no responsibility for the discovery, presence, handling, removal, transportation, storage or disposal of, or exposure of persons to hazardous materials in any form related to the Project.

5.5 AECOM shall bear no responsibility for the construction work to be performed ("Work"), including without limitation, (i) the construction means, methods, techniques, sequences, or procedures; (ii) the direction of construction personnel; (iii) selection of construction equipment; (iv) the allocation of space where the Work is being performed ("Project Site"); (v) placing into operation any plant or equipment; or (vi) quality control of the Work. In addition, AECOM shall not be responsible for and shall have no authority to exercise any control over Client's employees, contractors, consultant and vendors, or their respective officers, directors, employees, representatives, lower-tier subcontractors, agents or invitees ("Construction Team").

5.6 AECOM shall not be responsible for construction observation or for reporting or correcting health or safety conditions or deficiencies relating to the Work or for the conditions at the Project Site. However, so as not to discourage AECOM from voluntarily addressing health or safety issues while at the Project Site, in the event AECOM does observe potential health or safety issues, AECOM may bring such health and safety issues to the attention of Client and, where appropriate, shall bring such observations to the attention of the Construction Team. In the event that AECOM makes such observations, reports, suggestions or otherwise brings attention to the potential health and safety issue, AECOM shall have no authority to stop the performance of the Work and shall bear no liability or assume any affirmative duty relating to such health and safety issue.

5.7 In the event that the Services include construction observation or similar field services, AECOM's responsibility shall be limited to determining general conformance with AECOM's design. Visits by AECOM to the Project Site and observations made by AECOM shall not relieve the Construction Team of its obligation to conduct comprehensive inspections of the Work sufficient to ensure conformance with the intent of the construction contract documents, and shall not relieve the Construction Team of its responsibility for means, methods, techniques, sequences and procedures necessary for coordinating and completing all portions of the Work and for all safety precautions incidental thereto.

5.8 Any opinions of probable construction costs provided by AECOM represent AECOM's good faith professional judgment in light of its experience, knowledge and the information reasonably available to AECOM at the time of preparation of the opinion. However, since AECOM has no control over the market, economic conditions or the bidding procedures, AECOM, its directors, officers and employees and subconsultants do not make any guarantees or warranties whatsoever, whether express or implied, with respect to such opinions and accept no responsibility for any loss or damage arising therefrom or in any way related thereto. Third parties relying on such opinions do so at their own sole risk.

5.9. AECOM agrees that Nicholas J. Becker shall serve as the Project Manager throughout the term of this Agreement provided that he remains in the employ of AECOM. In the event that Mr. Becker's employment with AECOM ends, a substitute Project Manager will be assigned. The substitute Project Manager shall be subject to the approval of Client.

6. CLIENT'S RESPONSIBILITIES

6.1 Client shall provide in writing any specific Client requirements or criteria for the Project.

6.2 Client shall furnish to AECOM all information and technical data in Client's possession or control reasonably requested by AECOM for the proper performance of the Services. AECOM shall be entitled to reasonably rely without independent verification upon the information and data provided by Client or obtained from generally accepted sources within the industry, except to the extent such verification by AECOM is expressly required as a defined part of the Services.

6.3 Client shall arrange for access and make all provisions necessary for AECOM to enter upon public and/or private property as required for AECOM to properly perform the Services. Client shall disclose to AECOM any known or suspected hazards at the Project Site which may pose a threat to human health, property or the environment.

6.4 If any document or inquiry requires Client to approve, comment, or to provide any decision or direction with regard to the Services, such approval, comment, decision or direction shall be provided within a reasonable time within the context of the Project Schedule, or if not identified in the Project Schedule, within a reasonable time to facilitate the timely performance of the Services.

7. INDEPENDENT CONTRACTOR Nothing contained in this Agreement shall be construed to create a partnership, joint venture, or create a relationship of employer/employee or principal/agent between Client or Client's Contractors and AECOM.

8. CONFIDENTIALITY

8.1 AECOM shall treat as confidential information and data delivered to it by Client or developed in the performance of the Services that are specified in writing by Client to be confidential ("Confidential Information"). Confidential Information shall not be reproduced, transmitted, disclosed or used by AECOM without the consent of Client, except in the proper performance of the Services, for a period of 5 years following completion or termination of this Agreement.

8.2 Notwithstanding the above, these restrictions shall not apply to Confidential Information which (i) is already known to AECOM at the time of its disclosure; (ii) becomes publicly known through no wrongful act or omission of AECOM; (iii) is communicated to a third party with the express written consent of Client and not subject to restrictions on further use or disclosure; (iv) is independently developed by AECOM; or, (v) to the extent such Confidential Information is required by Law to be disclosed to any governmental agency or authority; provided that before making such disclosure, AECOM shall promptly provide Client with written notice of such requirement and a reasonable opportunity for Client to object to the disclosure or to take action as Client deems appropriate to maintain the confidentiality of the Confidential Information.

8.3 Upon termination of this Agreement or upon Client's written request, AECOM shall return the Confidential Information to Client or destroy the Confidential Information in AECOM's possession or control. Notwithstanding the above, AECOM shall be entitled to retain a copy of such Confidential Information relating to the Services or this Agreement for its archives, subject to AECOM's continued compliance with this Article 8.

9. DATA RIGHTS

9.1 All Deliverables set forth in **Exhibit A** shall become the property of Client upon proper payment for the Services. AECOM shall bear no liability or responsibility for Deliverables that have been modified post-delivery or used for a purpose other than that for which it was prepared under this Agreement.

9.2 Notwithstanding Section 9.1 above, AECOM's proprietary information, including without limitation, work papers, drawings, specifications, processes, procedures, software, interim or draft documents, methodologies, know-how, software and other instruments of service belonging to or licensed by AECOM and used to develop the Work Product ("AECOM Data"), shall remain the sole property of AECOM. To the extent the Deliverables contain or require the use of AECOM Data, AECOM hereby grants to Client, upon proper payment for the Services, a non-exclusive, non-transferable and royalty-free license to use such AECOM Data solely for the purposes for which the Deliverables were developed.

9.3 Nothing in this Article shall be construed to prohibit AECOM from using skills, knowledge or experience gained by AECOM in the performance of the Services for other purposes, provided that AECOM does not use Client's Confidential Information.

10. RECORD DRAWINGS Client shall direct the Construction Team to provide AECOM with updated red-line documentation which accurately and completely reflects any changes between the original design and the final construction. Record drawings to be delivered by AECOM to Client as a part of the Services ("Record Drawings") reflect the design provided by AECOM as modified by such updated information. Consistent with AECOM's defined Services, AECOM shall not have an obligation to independently validate such information related to the actual construction. AECOM makes no warranty or guarantee with regard to the accuracy or completeness of the information provided by the Construction Team and third parties and shall bear no responsibility for any errors or omissions arising from or related to any defects or deficiencies in such information.

11. ELECTRONIC FILES

11.1 Electronic files to be delivered under this Agreement contain information to be used for the production of contract documents for the Project and are provided solely as an accommodation to Client. The official Contract Documents of Record ("Contract Documents") are those documents produced by AECOM which bear seals and/or signatures. Unless otherwise expressly set forth in the Services, the electronic files delivered under this Agreement are not Contract Documents.

11.2 The electronic files were created to supplement the official Contract Documents. Due to the possibility that files of this nature can be modified, either unintentionally or otherwise; or that the information contained in these files can be used in a manner for which they were not originally intended; or that electronic data may be corrupted by electronic transmission, AECOM makes no representation that the files, after delivery, will remain an accurate representation of the source data in AECOM's possession, or are suitable for any other purpose or use but AECOM shall promptly notify Client if AECOM becomes aware of any such inaccuracy.

11.3 Intentionally Omitted.

11.4 Client understands and agrees that the right to use the electronic files provided under this Agreement is specifically limited to the Project and is conditioned upon proper payment for such use.

11.5 If a third-party license is required to access or use electronic files, Client acknowledges its responsibility at its own expense to obtain all applicable hardware and software needed to legally access the electronic files.

12. CERTIFICATION

12.1 For purposes of this Agreement, "certification" means to state or declare a professional opinion based on the standard of performance set forth in Section 5.1 above.

12.2 AECOM shall not be required to execute certificates that would (i) result in AECOM having to certify, guarantee or warrant the existence of conditions whose existence AECOM cannot reasonably ascertain under the existing Services; (ii) require knowledge, services or responsibilities beyond the Services; or (iii) may, in AECOM's reasonable judgment, require AECOM to make a certification that would not normally be covered by AECOM's professional or other liability insurance. In addition, Client agrees not to make resolution of any dispute with AECOM or payment of any amount due to AECOM in any way contingent upon AECOM executing such certificates.

12.3 A professional's certification in no way relieves other parties from meeting their respective requirements imposed by contract or other means, including commonly accepted industry standards and practices. If required as a part of its Services, AECOM will provide a written report stating whether, in AECOM's professional opinion and based on periodic site visits, the construction work complies generally with the Contract Documents.

13. CHANGED SITE CONDITIONS - The unexpected discovery of hazardous materials, hazardous wastes, pollutants, contaminants or concealed obstructions or utilities that could not reasonably have been anticipated from information reasonably available to AECOM may constitute a changed site condition. To the extent that such changed site condition materially increases the health and safety risks associated with the Services or requires AECOM to perform services materially different or materially in excess from those set forth in the Services, AECOM may, at its sole discretion, promptly notify Client of the nature and extent of such condition and Client and AECOM shall confer as to the appropriate options for proceeding, which may include, but are not limited to, suspension of the Services, an equitable modification of the costs and/or schedule of the Services, or termination of this Agreement. If this Agreement is terminated pursuant to this Section 13, Client shall pay AECOM for the Services performed to the date of termination.

14. MATERIALS AND SAMPLES - Any items, substances, materials or samples removed from the site for testing, analysis, or other evaluation will be returned to the Project Site unless otherwise agreed to by the Parties in writing. Client recognizes and agrees that AECOM is acting as a bailee and at no time assumes

title to said items, substances, materials or samples. AECOM shall keep an accurate record of all such items, substances, materials, and samples and promptly make the same available to Client upon Client's request.

15. COMPLIANCE The Parties shall comply with applicable treaties, compacts, statutes, ordinances, codes, regulations, consent decrees, orders, judgments, rules, and other requirements of governmental or judicial entities that have jurisdiction over the Services ("Law").

16. FORCE MAJEURE Neither Party shall be responsible for a delay in its respective performance under this Agreement, other than a delay in payment for Services already performed, if such delay is caused by extraordinary weather conditions or other natural catastrophes, war, terrorist attacks, sabotage, computer viruses, riots, strikes, lockouts or other industrial disturbances, acts of governmental agencies or authorities, discovery of Hazardous Materials or differing and unforeseeable site conditions, or other events beyond the reasonable control of the claiming Party provided, however, that under no circumstances shall a force majeure event allow for a delay exceeding 30 consecutive days or 45 days in the aggregate. AECOM shall be entitled to an equitable adjustment to the Project Schedule in the foregoing circumstances.

17. INSURANCE

17.1 AECOM will maintain the following insurance coverages and amounts:

- 17.1.1 Workers Compensation insurance as required by Law;
- 17.1.2 Employer's Liability insurance with coverage of \$1,000,000 each accident/employee.
- 17.1.3 Commercial General Liability insurance with coverage of \$2,000,000 per occurrence/aggregate;
- 17.1.4 Automobile Liability insurance with coverage of \$1,000,000 combined single limit; and
- 17.1.5 Professional Liability insurance with coverage of \$2,000,000 per claim/aggregate.

17.2. All policies of insurance required under this Section 17 shall be written by insurance companies acceptable to Client, shall name Client as an additional insured, and shall require 30 days notice to Client before cancellation. AECOM shall not, however, be required to name Client as an additional insured on its Professional Liability policy. Before AECOM commences the Services, it shall deliver certificates of insurance demonstrating its compliance with the requirements of this Section 17.

18. INDEMNITY

18.1 AECOM agrees to indemnify Client, its officers, directors and employees, from loss or damage for bodily injury or property damage ("Claims"), to the extent caused by AECOM's negligence or misconduct.

18.2 If the Services include AECOM's performance during the construction phase of the Project, Client shall require Client's Contractors working on the Project Site to include AECOM, its directors, officers and employees in any indemnity that the Contractors are required to provide to Client relating to their work.

19. CONSEQUENTIAL DAMAGES WAIVER IN NO EVENT SHALL EITHER PARTY, THEIR PARENTS, AFFILIATES, SUBSIDIARIES OR THEIR RESPECTIVE DIRECTORS, OFFICERS OR EMPLOYEES BE LIABLE TO THE OTHER FOR ANY INDIRECT, INCIDENTAL, SPECIAL, CONSEQUENTIAL OR PUNITIVE DAMAGES WHATSOEVER (INCLUDING, WITHOUT LIMITATION, LOST PROFITS, LOSS OF REVENUE, LOSS OF USE OR INTERRUPTION OF BUSINESS) ARISING OUT OF OR RELATED TO THIS AGREEMENT, EVEN IF ADVISED OF THE POSSIBILITY OF SUCH DAMAGES.

20. INTENTIONALLY OMITTED.

21. DISPUTES RESOLUTION

21.1 Either Party may initiate a dispute resolution by providing written notice to the other Party setting forth the subject of the claim, dispute or controversy ("Claim") and the requested relief. The recipient of such notice shall respond within 5 business days with a written statement of its position and a recommended solution to the Claim.

21.2 If the Parties cannot resolve the dispute through negotiation, either Party may refer the Claim to a panel ("Panel") consisting of a designated senior representative from each Party ("Representative"), who shall have the authority to resolve such Claim. The Representatives shall not have been directly involved in the Services and shall negotiate in good faith. No written or verbal representation made by either Party in the course of any panel proceeding or other settlement negotiations shall be deemed to be a party admission. If the representatives are unable to resolve the dispute within 3 weeks, either Party may pursue its respective legal and equitable remedies.

21.3 INTENTIONALLY OMITTED.

22. GOVERNING LAW AND EXCLUSIVE VENUE. This Agreement has been entered into and shall be governed by and interpreted according to the laws of the State of Wisconsin, without regard for conflict of laws principles. The exclusive venue for any legal proceedings involving the negotiation, interpretation, or enforcement of this Agreement or either of the party's performance under this Agreement shall be the circuit court for Door County, Wisconsin, except to the extent any such legal proceeding includes a claim that is subject to the exclusive jurisdiction of the federal court, in which case the exclusive venue shall be the Federal District Court for the Eastern District of Wisconsin, sitting in Green Bay, Wisconsin. The parties shall be entitled to dismissal or change of venue to the extent any legal proceedings subject to this section is filed in any venue other than the exclusive venue. Both parties waive any claim the exclusive venue is inappropriate or inconvenient.

23. TERMINATION

23.1 This Agreement may be terminated for convenience by Client upon 30 days advance notice to AECOM. On or before the date of termination, AECOM shall deliver to Client all Data as described in Section 9.1. Client shall pay AECOM for all Services rendered and documented to Client to Client's satisfaction, no later than 10 days after the later of the receipt of such Data from Client and 10 days after the date of termination.

23.2 This Agreement may be terminated for cause by the non-defaulting Party if the defaulting Party fails substantially to perform its obligations under this Agreement and does not commence correction of such non-performance within 5 business days of receipt of written notice and then diligently complete such correction thereafter, provided, however, except in the case of a force majeure event, the time to cure the default shall not be greater than 20 days. The respective rights and obligations of the Parties predating such termination shall survive termination of this Agreement.

24. ASSIGNMENT

24.1 Neither Party may assign this Agreement without the written consent of the other Party.

24.2 Notwithstanding Section 24.1 above, the Parties recognize that AECOM has affiliated companies who have specialized expertise, necessary certifications/registrations or other capabilities that may make use of such affiliates more suitable for the performance of all or part of the Services. AECOM shall be entitled without additional consent to assign this Agreement or performance of the Services, in whole or in part, to any of such AECOM's subsidiaries or affiliates upon written notice to Client; provided, however, that AECOM shall remain liable for the performance, obligations and responsibilities of such Affiliates under this Agreement.

25. PARTIES IN INTEREST Nothing in this Agreement, expressed or implied, is intended to confer on any person or entity other than the Parties any right or remedy under or by reason of this Agreement. The provisions of this Agreement shall bind and inure solely to the benefit of the Parties and their respective successors and permitted assigns.

26. WAIVER Either Party may in writing waive any provisions of this Agreement to the extent such provision is for the benefit of the waiving Party. No waiver by any Party of a breach of any provision of this Agreement shall be construed to be a waiver of any subsequent or different breach.

27. SEVERABILITY AND SURVIVAL The invalidity or unenforceability of any particular provision of this Agreement shall not affect the other provisions, and this Agreement shall be construed in all respects as if any invalid or unenforceable provisions were omitted. Articles 4 (Notice), 5 (AECOM's Responsibilities), 6.2 (Reliance on Data), 8 (Confidentiality), 9 (Data Rights), 10 (Record Drawings), 11 (Electronic Records), 12 (Certification), 14 (Materials and Samples), 17 (Insurance), 18 (Indemnity), 19 (Consequential Damages Waiver), 20 (Risk Allocation), 21 (Disputes Resolution), 22 (Governing Law), 24 (Assignment), 25 (Parties in Interest) and 27 (Severability and Survival) shall survive termination of this Agreement.

28. PREPARATION OF AGREEMENT Each Party has had the opportunity to avail itself of legal advice and counsel.

29. SIGNATURES Each person executing this Agreement warrants that he/she has the necessary authority to do so on behalf of the respective Party. This Agreement may be executed in one or more counterparts, each of which shall be deemed an original, but all of which together shall constitute a single agreement. Except as otherwise required by applicable regulations or law, photocopied, facsimile, electronic, including PDF signatures shall have the same effect as original signatures.

30. ORDER OF PRECEDENCE

EXHIBIT C	Change Orders
Consulting Services Agreement	Article 31
Consulting Services Agreement	Articles 1 through 30 and 32
EXHIBIT B	Compensation and Payment
EXHIBIT A	Services
Other contract documents	

31. [INTENTIONALLY OMITTED]

32. ENTIRE AGREEMENT This Agreement contains all of the promises, representations and understandings of the Parties and supersedes any previous understandings, commitments, proposals or agreements, whether oral or written. This Agreement shall not be altered, changed, or amended except as set forth in a written amendment to this Agreement, duly executed by both Parties. The attached EXHIBIT C ("Change Order"), incorporated herein by reference, is the preferred form for such use.



AECOM Technical Services, Inc.

CLIENT: Village of Ephraim

Signature

William Schilling, PE

Printed Name

Sr. Project Manager

Printed Title

Address
AECOM
2985 S Ridge Road, Suite B
Green Bay, WI 54304

Signature

Printed Name

Printed Title

Address
Village of Ephraim
10005 Norway
Ephraim, WI 54211

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EXHIBIT A SERVICES

Services: [

Project Description

The project will include design engineering and construction cost estimate of a shared use path (SUP) along the east side of WIS 42 from the Blue Dolphin Shop driveway north to Townline Road.

Tasks and deliverables included are listed below:

I. Project Management

- A. Includes all aspects of project management, including scheduling, project budgeting and invoicing, and project monitoring and coordination.
- B. Project Meetings

AECOM will have up to three (3) virtual meetings (via Teams/Zoom/Web) and one (1) in-person meeting with the Village to present the SUP design and associated construction costs.

II. Drainage

A. Data Collection

- 1. Base Geographic Mapping Information
- 2. Topo (LiDAR, contours, etc.)
- 3. Field survey / utilities for design
- 4. Soils

B. Review previous investigation / historical problems

- 1. Review existing drainage system, identify historic system deficiencies, and discuss with Village the goals/needs.

C. Stormwater Modeling

Recommend completing analysis in Autodesk Storm and Sanitary Analysis to evaluate potentially submerged conduits along with dendritic and potentially looped drainage patterns with varied tailwater conditions. Complete hydrologic analysis for design storms (2-, 10-, 100-yr / 24hr) using an NRCS unit hydrograph method. Complete hydraulic analyses using Hydrodynamic modeling engine, which can model open channel and submerged/pressure pipe conditions, along with looped/split flow conditions. Specific sub-tasks as follows:

- 1. Existing hydrology
 - a. Delineate major contributing basins
- 2. Delineate minor drainage basins as needed to evaluate site-specific drainage infrastructure
 - a. Assign CNs,
 - b. Identify high GW / karst features that may affect hydrology
- 3. Existing hydraulics
 - a. Enter in existing drainage system into HH model,
 - b. Run/debug model
 - c. Evaluate existing conditions, identifying system deficiencies and compare results to anecdotal flood/drainage conditions.
 - d. Complete minor model modifications as needed. Full model calibration not included.
- 4. Proposed hydrology
 - a. Modify basin delineations as needed to model proposed drainage system improvements
- 5. Proposed hydraulics
 - a. Develop new drainage system building on results from modeling.
 - b. Size system to meet established design criteria

- D. Stormwater Design Report
 - 1. Develop report summarizing previous tasks
 - 2. Submit 90% draft to Village to review drainage improvements
 - a. Present design
 - b. Update report
- E. Final Design Coordination
 - 1. Coordinate sizing and preliminary design with final design staff for:
 - a. SUP construction PS&E
 - i This will include up to one (1) crossing of WIS 42

III. Roadway

- A. Utility Coordination
 - 1. Coordinate project design and required relocations with private and public utility contacts.
 - 2. Submit Plans for utility relocation
 - a. Project Plans: will be provided in electronic PDF format, stamped "Approved for the Design of Utility Adjustments", and will include the following sheets or as much information as practical at the time of submittal for the project being submitted and for surrounding or overlapping projects:
 - i Title Sheet
 - ii Typical Sections
 - iii Intersection Details
 - iv Storm Sewer Plan
 - v Plan and Profile Sheets (with existing utilities clearly illustrated)
 - vi Cross Section Sheets (with horizontal locations of utilities clearly illustrated)
 - b. TLE Exhibits including existing utility facilities.
 - c. The anticipated construction schedule, including:
 - i Final PS&E due date
 - ii Bid letting date
 - iii Right-of-way acquisition schedule
 - iv Date construction will begin
 - v Beginning & end dates for each construction stage
 - vi Date construction will be complete
 - d. Information on environmentally sensitive and hazmat areas within the PROJECT limits
 - e. Project Plans with noted potential utility conflicts
 - f. List of utility owners within the project area
 - 3. Utility information assistance

The CONSULTANT shall assist all utilities with getting information about the project. This information could consist of acquiring design CAD files, soil boring reports, environmental reports, special exhibits, or anything the utility would reasonably needs to complete their work plan, permit, or agreement.

- B. Updating Field Survey and Base Mapping
 - 1. Complete topographic survey of project area for the following additional survey items and integrate those items into the existing electronic base map.
 - a. All utility power poles on east side of WIS 42
 - b. All trees of diameter 4" or greater, noting the size
 - c. All in/on-ground utility features such as pedestals, power boxes/vaults, etc.
 - 2. Field survey will include contacting Digger's Hotline and surveying marked utilities in those areas.
 - 3. Update the existing surface from the field survey for use in the design.
 - 4. Survey the Wetland delineated throughout the corridor
- C. Environmental Documentation
 - 1. Conduct a Limited Phase 1 Hazardous Materials Assessment.
 - a. Review regulatory agency listings from readily available on-line sources and select regulatory case files, including:

- i Wisconsin Department of Natural Resources (WDNR) Bureau of Remediation and Redevelopment Tracking System (BRRTS) for Contaminated Sites and Spills
 - ii WDNR Remediation & Redevelopment Sites Map for Contaminated Sites
 - iii WDNR Solid and Hazardous Waste Information System (SHWIMS) for Waste Disposal Sites
 - iv Wisconsin Department of Agriculture, Trade, and Consumer Protection (DATCP) Petroleum Storage Tank Database
 - b. Review the following readily available historical records:
 - i Archived WisDOT As-Built Plan Sets
 - c. Field Reconnaissance
 - i Conduct a combined windshield and/or walking survey of the project area to investigate obvious and potential environmental concerns. Properties adjacent to the project limits will be viewed from public right of way (ROW). Photographs will be taken of potential environmental concerns during the survey.
- II. Complete a WisDOT Phase 1 Hazardous Materials Assessment Site Summary form for each property where potential hazardous material concerns are identified. Photographs of potential concerns and field reconnaissance notes describing the potential concerns at each property will be attached to the summaries. If identified during the field reconnaissance, nearby sites with potential contamination, which could migrate into the project limits, will be noted on the summaries.
 - a. Data Evaluation and Reporting
 - i Analyze the information and data gathered during the Assessment to determine which sites of concern have the potential to affect construction activities.
 - ii Provide recommendations for additional investigations to determine project impacts for sites of concern.
 - iii Prepare a Limited Phase 1 Hazardous Materials Assessment Report, which summarizes information collected and recommendations, including:
 - Project information
 - A tabulated summary of sites of concern, including the following information:
 - 1. Site names and addresses
 - 2. Potential hazardous materials concerns
 - 3. Approximate distances and directions from project limits
 - 4. Recommendations concerning additional investigations that may be warranted
 - Figures, including:
 - 1. Project location map
 - 2. Sites of concern location map
 - Attachments, including:
 - 1. Regulatory information and records taken from on-line sources
 - 2. Copies of readily available historical records (i.e., archived WisDOT As-Built plan sets)
 - 3. A photograph log of potential hazardous materials and/or sites of concern
 - 4. Completed WisDOT Phase 1 Hazardous Materials Assessment Site Summary forms for sites of concern
 - iv Submit 1 electronic copy (pdf format) of the report.
 - b. Any work beyond the Limited Phase I Investigation and report is not included in this contract.
- 2. Perform a wetland delineation and wetland report.
- 3. Prepare and obtain WDNR Notice of Intent – Stormwater Discharges Associated with Land Disturbing Construction Activities General Permit.
- 4. Prepare and obtain Section 404 Permit for any wetland impacts.

B. Easements

1. Using the survey data collected, prepare easement exhibits and legal descriptions for up to 10 Drainage Areas.
 - a. Review/QC-PLS
 2. Submit Easements to Village of Ephraim for review.
 - a. Make edits/adjustments as needed after review
 - b. Complete exhibits and descriptions for review and stamp
- C. Plans, Specifications, and Estimates (PSE)
1. Complete preliminary plans and cost estimate.
 - a. Preliminary plans will include the following plan sheets:
 - i Reconstruction
 - Title Sheet
 - General Notes
 - Project Overview
 - Typical Section
 - Plan Details
 - Erosion Control
 - Signing and marking plan
 - Traffic Control
 - Alignment
 - Plan and Profile
 - Cross sections
 2. Complete Final plans, specifications, and cost estimate (PS&E).
 - a. Final PS&E will also include a design memo outlining any outstanding project issues to be resolved prior to letting.
 - b. Final PS&E will include preparing bidding documents and any additional documentation required by the Village for letting the project.
 - c. One PS&E will be developed, which will include:
 - i Construction of SUP along the east side of WIS 42
 - ii Additional required plan sheets:
 - Miscellaneous quantities
 - Earthwork

IV. Assumptions

- A. A total of one (1) ADA compliant curb ramp design is anticipated on the project, at the termination of the SUP at the WIS 42 and Townline Road intersection. All other SUP crossings at driveways and minor streets will not include curb ramp design.
- B. Archaeological, Historical, and Endangered Species Investigations will not be required and will be considered additional services if needed. WisDOT will provide the section 106 completed for the resurfacing project "for information only".
- C. Design of public or private utility relocations/improvements is not included.
- D. This project includes no State or Federal oversight. If state or federal funds are added, additional work will be needed.
- E. No design for structural elements such as bridges, box culverts or retaining walls are included in this contract.
- F. SUP design will not provide a continuous ditch through the project corridor. Short stretches of ditch will be implemented where existing topography requires. If a continuous ditch is determined to be preferrable, additional work will be needed – a change order would be issued.
- G. The existing 30" culvert crossing at ~STA. 88+50 currently sits ~3' below grade and will likely require extending to meet proposed grading limits. If it is determined that extending a ditch to the southeast to daylight is required to drain this culvert, additional work will be needed – a change order would be issued.

- H. Tree survey will extend past the existing RW to include trees up to the proposed grading limits.
- I. If path design shifts outside of the existing right of way or outside of surveyed trees, additional survey will be required – a change order would be issued.
- J. TLEs will be based on property lines found during the 2014 existing conditions survey and provided current parcel mapping from the Village.
- K. No property surveys will be completed for the TLE exhibits/legal descriptions.
- L. Survey data to be collected will be trees 4" in diameter and greater to the stated survey limits and marked utilities with accompanying structures within the existing RW.
- M. Digger's hotline will be contacted for a field locate and system maps. If no utilities are marked, system maps, existing structures, and 2014 existing conditions survey will be utilized for utility verification.
- N. Survey data collected is a supplement to 2014 existing conditions survey and will be added to the survey.
- O. No manhole inverts will be collected with the utility survey.

Schedule:

Title	Date
Approved Contract	XX, 2023
Preliminary plans, preliminary WisDOT work in right of way permit	July 15, 2023
DNR NOI permit	August 05, 2023
Final plans, Plat, and WisDOT work in ROW permit	August 31, 2023
Contract completion	December 23, 2023

Deliverables:

- (1) Preliminary plans, preliminary WisDOT work in right of way permit
- (2) DNR NOI permit
- (3) Final plans, Plat, and WisDOT work in ROW permit

AECOM Project Manager

Name	Nicholas J Becker, PE, STS
Title	Project Manager
Phone Number	(262) 443-0191
Email Address	Nick.becker@aecom.com

Client Project Manager

Name	Brent Bristol
Title	Ephraim Administrator
Phone Number	(920) 854-5501
Email Address	bbristol@ephraim-wisconsin.com

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EXHIBIT B**COMPENSATION AND PAYMENT**

1. **COMPENSATION** The Services set forth in **EXHIBIT A** will be compensated on the following basis:

[]

[] Advance retainer of [\$] The advance retainer is to be applied to the final invoice. Any remainder will be returned to Client within 30 days of receipt of final payment.

[] Time & Material - See Section 2.1 for Hourly Labor Rates

[X] Time and Materials with a Not-to-Exceed ("NTE") amount of (\$**57,446.05**). The Hourly Labor Rates (if applicable) are as in Section 2.1 below. Reimbursable expenses are included in the overall NTE cap.

[] Lump Sum [\$]:

Milestone/Deliverable & Date	Payment Amount
	\$

[] Cost Plus Fixed Fee: [Cost \$ and Fee \$]

[] Other: -

The Hourly Labor Rates shall not be subject to escalation through the period ending **December 31, 2023**.

1. **RATE SCHEDULE** Compensation shall be based on the following Hourly Labor Rate Schedule: []

2.1 **HOURLY LABOR RATE SCHEDULE**

See Attached	
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2.2 **OTHER HOURLY LABOR RATES** If additional services are authorized during the performance of this Agreement, compensation will be based on the Schedule of Fees in effect at the time the Services are authorized.

2.3 **ANNUAL HOURLY LABOR RATE ADJUSTMENTS** Beginning in 2020, The Hourly Labor Rate Schedule will be adjusted each calendar year to reflect updated labor cost categories. Labor cost of Services authorized in subsequent calendar years will be based on the applicable Hourly Labor Rate Schedule for those years.

3. **REIMBURSEABLE EXPENSES** Reimbursable expenses are expenditures made by AECOM for goods, travel expenses and vendor services in support of the performance of the Services. Such expenditures will be billed at the actual cost to AECOM []

1. **CHANGE ORDERS** The Parties may at any time and by written agreement make changes in the Services, Project Schedule, Deliverables, Compensation or other terms and conditions in this Agreement. The Parties shall effect such change through the use of a written Change Order. **EXHIBIT C** is the preferred form for such use.

2. **DELAY** To the extent not the fault of AECOM, if the Project Schedule is extended or delayed, or if the orderly and continuous progress of the Services is impaired and, in either case, the effect is to directly, adversely affect AECOM's costs and anticipated profits, then an equitable adjustment shall be made to this Agreement.

Sections 4 and 5 have been intentionally omitted.

6. INVOICING AECOM will invoice Client on a monthly basis unless otherwise set forth herein. If Client disagrees with any portion of an invoice, it shall notify AECOM in writing of the amount in dispute and the specific reason for Client's objection within [10] days of receipt of invoice. Client shall pay the undisputed portion of the invoice as set forth below. Documentation supporting the invoice will be made available upon request.

7. PAYMENT

7.1 If payment is based on Time and Materials with a not to exceed (hereinafter "NTE") and if modifications have been made to the Scope of Services, once AECOM reaches the NTE, AECOM will stop further Services pending a Change Order to adjust the budget and schedule for the continued performance of the Services.

7.2 Timely payment is a material term of this Agreement. Client shall pay all undisputed portions of AECOM's invoices within 60 days of receipt without holdback or retention. Amounts remaining unpaid 60 days after the invoice date shall bear interest at the rate of 1% per month on the unpaid balance and AECOM may suspend the Services pending receipt of such payment but AECOM shall not suspend Services or otherwise refuse to perform on the basis of any amount Client has withheld on the basis of a good faith dispute. In addition, AECOM retains its unrestricted rights under Article 23 (Termination) of the Agreement.

7.3 If the Project is suspended by Client for more than 90 days for reasons other than a failure by AECOM to perform any of its obligations under the Agreement, AECOM shall be paid for all Services performed prior to the effective date of suspension within 90 days of such suspension. Upon resumption of the Project, AECOM shall be entitled to an equitable adjustment in cost and schedule to compensate AECOM for expenses incurred as a result of the interruption and resumption of the Services.

7.4 To the extent that completion of the Services is delayed beyond the original scheduled completion date and such delay is not the fault of AECOM, an equitable adjustment shall be made to AECOM's Project Schedule.

7.5 Except as otherwise specifically provided herein, Client shall pay or reimburse AECOM, as appropriate, for all categories of taxes other than income tax, including without limitation, sales, consumer, use, value added, gross receipts, privilege, and local license taxes related to the Services.

7.6 Client shall make payments to AECOM using one of the following methods:

7.6.1 AECOM LOCKBOX:

[AECOM Technical Services, Inc.
1178 Paysphere Circle
Chicago, IL 60674]

7.6.2 ELECTRONIC FUNDS TRANSFER/ACH PAYMENT:

[Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address1: Building D
Address2: 2000 Clayton Road
City/State/Zip: Concord, CA 94520-2425
Account Number: 5800937020
ABA Routing Number: 071000039]

7.6.3 WIRE TRANSFER:

[Account Name: AECOM Technical Services, Inc.
Bank Name: Bank of America
Address: 100 West 33rd St
City/State/Zip: New York, NY 10001
Account Number: 5800937020
ABA Routing Number: 026009593
SWIFT Code: BOFAUS3N]

7.6.4 Questions related to payment can be sent to:

AECOM Cash Applications Supervisor by phone at (804) 515-8490 or by email at
cashappsremittance@aecom.com

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WIS 42 Shared Use Path Design

Summary

January 30, 2023

Labor Hours and Expenses

		AECOM Task Total			Total
	TASKS	Hours	Dollars	Hours	Dollars
Task I	Overall Project Management	54	\$ 8,240.70	54	\$ 8,240.70
Task II	Drainage	20	\$ 2,400.00	20	\$ 2,400.00
Task III	Utility Coordination	15	\$ 1,640.00	15	\$ 1,640.00
	Survey and TLE	119	\$ 13,244.05	119	\$ 13,244.05
	Environmental	132	\$ 12,401.30	132	\$ 12,401.30
	PS&E	182	\$ 19,520.00	182	\$ 19,520.00
Roadway Subtotal		522	\$ 57,446.05	522	\$ 57,446.05
TOTAL:		522	\$ 57,446.05	522	\$ 57,446.05

WIS 42 Shared Use Path Design
Overall Project Management
January 30, 2023

Labor Hours and Expenses Labor Hours and Expenses

TASKS	Nick Becker Project Manager		Andrew Czech Lead Designer		Enkhtuya Daadashin Admin		Expenses			TOTAL	
	\$160		\$110		\$95		Mileage	Meals	Total		
	Hours	Dollars	Hours	Dollars	Hour	Dollars	Miles	Each	Dollars	Hours	Dollars
Project Management	20	\$ 3,200.00		\$ -	4	\$ 380.00			\$0.00	24	\$ 3,580.00
Project initiation, Scheduling & Budgeting	4	\$ 640.00		\$ -	2	\$ 190.00			\$0.00	6	\$ 830.00
Invoicing	4	\$ 640.00		\$ -	4	\$ 380.00			\$0.00	8	\$ 1,020.00
Staff management and coordination	4	\$ 640.00		\$ -		\$ -			\$0.00	4	\$ 640.00
Monthly Project Reports Email	4	\$ 640.00		\$ -		\$ -			\$0.00	4	\$ 640.00
Three (3) virtual meetings with the Village	3	\$ 480.00	3	\$ 480.00		\$ -			\$0.00	6	\$ 960.00
One (1) in-person meeting with the Village	1	\$ 160.00	1	\$ 160.00		\$ -	460.00	2.00	\$250.70	2	\$ 570.70
TOTAL:	40	\$ 6,400.00	4	\$ 640.00	10	\$ 950.00			\$ 250.70	54	\$ 8,240.70

WIS 42 Shared Use Path Design
 Drainage
 January 30, 2023

Labor Hours and Expenses

	Jesse Weber Drainage Engineer		Expenses			TOTAL	
	\$120		Mileage	Meals	Total		
	Hours	Dollars	Miles	Each	Dollars	Hours	Dollars
TASKS							
Data Collection	2	\$ 240.00			\$0.00	2	\$ 240.00
Hydrology		\$ -			\$0.00	0	\$ -
Existing Hydrology	2	\$ 240.00			\$0.00	2	\$ 240.00
Existing Hydraulics	2	\$ 240.00			\$0.00	2	\$ 240.00
Proposed Hydrology	2	\$ 240.00			\$0.00	2	\$ 240.00
Proposed Hydraulics	2	\$ 240.00			\$0.00	2	\$ 240.00
Water Quality Opportunity Review	2	\$ 240.00			\$0.00	2	\$ 240.00
Stormwater Design Report	4	\$ 480.00			\$0.00	4	\$ 480.00
Final Design Coordination	4	\$ 480.00			\$0.00	4	\$ 480.00
Subtotal AECOM	20	\$ 2,400.00			\$0.00	20	\$ 2,400.00
TOTAL:	20	\$ 2,400.00			\$0.00	20	\$ 2,400.00

WIS 42 Shared Use Path Design
Utility Coordination
January 30, 2023

Labor Hours and Expenses

TASKS	Nick Becker Project Manager		Andrew Czech Lead Designer		John Day Design Engineer		DesRochers, Rebecca Survey Manager		Marty Johnson Technician		Expenses			TOTAL	
	\$160		\$110		\$90		\$110		\$80		Mileage	Meals	Total		
	Hours	Dollars	Hour	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Miles	Each	Dollars	Hours	Dollars
Coordinate project design and required relocations	1	\$ 160.00	1	\$ 110.00	2	\$ 180.00		\$ -		\$ -			\$0.00	4	\$ 450.00
Submit plans for utility relocation (Ephraim to provide contacts)	1	\$ 160.00	1	\$ 110.00	2	\$ 180.00		\$ -		\$ -			\$0.00	4	\$ 450.00
Utility information assistance	1	\$ 160.00	2	\$ 220.00	4	\$ 360.00		\$ -		\$ -			\$0.00	7	\$ 740.00
TOTAL:	3	\$ 480.00	4	\$ 440.00	8	\$ 720.00	0	\$ -	0	\$ -			\$0.00	15	\$ 1,640.00

WIS 42 Shared Use Path Design
Survey and TLE
January 30, 2023

Labor Hours and Expenses

TASKS	DesRochers, Rebecca		Johnson, Marty		Don Buza		Expenses			TOTAL	
	Survey Manager		Surveyor		Survey/Plat Specialist		Mileage	GPS or TS	Total		
	Hours	Dollars	Hours	Dollars	Hours	Dollars	\$0.655 Miles	\$300 Each	Dollars	Hours	Dollars
Marty Field Survey		\$ -		\$ -		\$ -			\$0.00	0	\$ -
Set-up Control (road has been paved over since 2014 control)		\$ -	4	\$ 320.00		\$ -			\$0.00	4	\$ 320.00
Field Survey (10 hour field days, travel included)		\$ -	30	\$ 2,400.00		\$ -			\$0.00	30	\$ 2,400.00
Notes and Data Download		\$ -	1	\$ 80.00		\$ -			\$0.00	1	\$ 80.00
SWP Review and Survey Prep/Field Work discussions		\$ -	1	\$ 80.00		\$ -			\$0.00	1	\$ 80.00
		\$ -		\$ -		\$ -			\$0.00	0	\$ -
Rebecca Survey Preparation and TLE Exhibits		\$ -		\$ -		\$ -			\$0.00	0	\$ -
10 TLE Exhibits, Legal Descriptions	60	\$ 6,600.00		\$ -		\$ -			\$0.00	60	\$ 6,600.00
TLE Edits after Review	2	\$ 220.00		\$ -		\$ -			\$0.00	2	\$ 220.00
Survey Preparation - control map, call in Digger's Locate, Survey support	3	\$ 330.00		\$ -		\$ -			\$0.00	3	\$ 330.00
CAD updating exissting conditions with data, misc. edits after review	8	\$ 880.00		\$ -		\$ -			\$0.00	8	\$ 880.00
		\$ -		\$ -		\$ -			\$0.00	0	\$ -
Don Review		\$ -		\$ -		\$ -			\$0.00	0	\$ -
TLE Exhibit/Legal Descriptions Review		\$ -		\$ -	10	\$ 1,100.00			\$0.00	10	\$ 1,100.00
		\$ -		\$ -		\$ -			\$0.00	0	\$ -
ODC Equipment and Travel		\$ -		\$ -		\$ -			\$0.00	0	\$ -
3 days of equipment (\$300 each)		\$ -		\$ -		\$ -		3	\$900.00	0	\$ 900.00
Travel (170 miles per day)		\$ -		\$ -		\$ -	510		\$334.05	0	\$ 334.05
		\$ -		\$ -		\$ -			\$0.00	0	\$ -
		\$ -		\$ -		\$ -			\$0.00	0	\$ -
Subtotal AECOM	73	\$ 8,030.00	36	\$ 2,880.00	10	\$ 1,100.00			\$ 1,234.05	119	\$ 13,244.05
TOTAL:	73	\$ 8,030.00	36	\$ 2,880.00	10	\$ 1,100.00			\$1,234.05	119	\$ 13,244.05

WIS 42 Shared Use Path Design
Environmental
January 30, 2023

Labor Hours and Expenses

	Nick Becker		Mercedez Kennedy		Erin Newton		Devin Kampschroer		Ethan Harvey		Mia Steuerwald		Kyle Wagoner		Chris Struebing		Amanda Simons		Jesse Weber		Summary of Expenses	TOTAL									
	Project Manager		Environmental Scientist		Environmental Intern		GIS Specialist		Sr. Environmental Scientist		Environmental Specialist		Sr. Geologist		Scientist		Admin Support		Drainage Engineer												
	\$160		\$85		\$55		\$80		\$120		\$105		\$155		\$65		\$75		\$120												
TASKS	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Hours	Dollars	Dollars	Hours	Dollars								
General Agency Coordination	\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-	\$0.00	0	\$	-							
USACE 404/DNR Chapter 30 Permit	\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-	\$0.00	0	\$	-							
Endangered Resources Review	\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-	10	\$	1,200.00	\$0.00	10	\$	1,200.00				
DNR NOI Permit	\$	-		\$	-		\$	-		\$	-		\$	-		\$	-		\$	-	20	\$	2,400.00	\$0.00	20	\$	2,400.00				
Wetland Delineation																					\$1,086.30	0	\$	1,086.30							
Desktop Review		\$	-	5	\$	425.00	\$	-		\$	-	0	\$	-	0	\$	-		\$	-		\$0.00	5	\$	425.00						
Field Survey		\$	-	16	\$	1,360.00	\$	16.00	0	\$	-	0	\$	-	0	\$	-		\$	-		\$0.00	32	\$	2,240.00						
Report		\$	-	20	\$	1,700.00	\$	20.00	0	\$	-	0	\$	-	0	\$	-		\$	-		\$0.00	40	\$	2,800.00						
Mapping/GIS		\$	-	0	\$	-	\$	-	10	\$	800.00	0	\$	-	0	\$	-		\$	-		\$0.00	10	\$	800.00						
QA/QC		\$	-	0	\$	-	\$	-	0	\$	-	5	\$	600.00		\$	-		\$	-		\$0.00	5	\$	600.00						
DNR Concurrence		\$	-	10	\$	850.00	\$	-	0	\$	-	0	\$	-		\$	-		\$	-		\$0.00	10	\$	850.00						
TOTAL:	0	\$	-	51	\$	4,335.00	36	\$	1,980.00	10	\$	800.00	5	\$	600.00	0	\$	-	0	\$	-	0	\$	-	30	\$	3,600.00	\$1,086.30	132	\$	12,401.30

Expenses								
TASKS	Mileage	Trimble	GPS	Per diem	Hotel	Car/Gas	Meals	Misc. Costs
	\$0.655	\$75	\$55	\$100	\$75	\$20		
	Mile	Day	Day	Day	Day	Each	Dollars	Dollars
General Agency Coordination							\$0.00	\$0.00
USACE 404/DNR Chapter 30 Permit							\$0.00	\$0.00
DNR NOI Permit							\$0.00	\$0.00
Wetland Delineation	460	2		2		6	\$315.00	\$1,086.30
TOTAL:								\$1,086.30

WIS 42 Shared Use Path Design

PS&E

January 30, 2023

Labor Hours and Expenses

TASKS	Nick Becker Project Manager		Andrew Czech Lead Designer		John Day Design Engineer		Expenses			TOTAL	
	\$160		\$110		\$90		Mileage	Meals	Total		
	Hours	Dollars	Hour	Dollars	Hours	Dollars	Miles	Each	Dollars	Hours	Dollars
Preliminary Plans SUP	12	\$ 1,920.00	20	\$ 2,200.00	48	\$ 4,320.00			\$0.00	80	\$ 8,440.00
Final Plans SUP	8	\$ 1,280.00	16	\$ 1,760.00	30	\$ 2,700.00			\$0.00	54	\$ 5,740.00
Bid Documents	6	\$ 960.00	12	\$ 1,320.00	2	\$ 180.00			\$0.00	20	\$ 2,460.00
Bidding assistance	4	\$ 640.00	4	\$ 440.00	20	\$ 1,800.00			\$0.00	28	\$ 2,880.00
Subtotal Roadway PSE	30	\$ 4,800.00	52	\$ 5,720.00	100	\$ 9,000.00			\$ -	182	\$ 19,520.00
Subtotal AECOM	30	\$ 4,800.00	52	\$ 5,720.00	100	\$ 9,000.00	-	-	\$ -	182	\$ 19,520.00
TOTAL:	30	\$ 4,800.00	52	\$ 5,720.00	100	\$ 9,000.00	-	-	\$0.00	182	\$ 19,520.00



Anderson Dock Graffiti Abatement

Brent Bristol

11/8/2022

Steps To Consider/Actions Taken

- Village Board needs to continue its dialogue and work with Village Attorney to discuss enforcement measures and action necessary to prosecute those vandalizing Anderson Dock.
- I have discussed graffiti removal concerns with the DNR. They acknowledge the issue and the fact that all we can do is our best to catch and collect as much paint chip and blasting medium used in the graffiti removal process as possible. Sandbags and filtering fabrics (like you see used under sewer maintenance holes on a construction site) can be used to collect and retain the debris.
- We should consider, upon figuring out the type of equipment is necessary to remove the graffiti from our surfaces, purchasing equipment so we can remove new nuisance graffiti promptly upon its application to avoid proliferation. We may be better served to paint over new graffiti on paintable surfaces like the wooden rub rails as opposed to removal.
- I have talked to Steve Sauter who is reaching out on our behalf to his dry ice distributors for information on contractors and equipment that can be used in our situation.
- I spoke with a rep from cold jet who manufactures dry ice blasters. Purchased new, based solely on our discussion, a machine would cost between \$30-40k and would require the purchase or rental of a 185 cfm tow behind compressor. They do have 7 different units so that price may move up or down depending on our need. They estimated a contractor would charge between \$3-4k per day if we were to hire the work out. Lastly, he estimated that if we were to rent a machine it would cost around \$1500 per week.
- I have also reached out to two other media blasting contractors in NE Wisconsin about looking at our site. I am sending pictures of the dock to both. I did speak with Wisconsin Dry Ice Blasting who may want to take a trip up to look at the dock next week if we are interested but gave me a rough price of \$3,000. He comes with a media blaster and a variety of dry media including sand and dry ice as different surfaces react better to different products.
- I have also reached out to the Graffiti hotline and Department of Public Works at the City of Milwaukee for guidance. They use a 3.5 cubic foot Schmidt sand blaster as an abrasive removal method. They also recommended a few chemical “spray and wipe” options for removal of fresh paint, they are procured from State Chemical and include (Aerosol Dispatch, PGR, and Wipe Out).
- Justin has reached out to Spectrum about options for security cameras on the dock.
- I have reached out to Quantum Technologies who conducted a site visit this week to do the same.

- I did receive the information the Rich Bierman spoke of a few meetings ago. A synopsis and links are found below. *Updated 11/8/2022*

Sacrificial anti-graffiti coatings form a clear coat barrier over the wall or surface being protected. If the surface is vandalized, the coating can be removed (or “sacrificed”) using a high-pressure washer. The graffiti goes away with the coating. The coating must then be reapplied.

Materials used to make sacrificial coatings are usually inexpensive, optically clear polymers (such as acrylates, biopolymers, and waxes). These polymers form weak bonds with the substrate to allow for easy removal. They also often help protect against corrosion and certain types of environmental damage.

The drawback?

Sacrificial coatings need to be reapplied as often as they’re removed. (Hence “sacrificial:” you’re sacrificing the entire layer in order to remove the graffiti with it.)

Permanent anti-graffiti coatings are often more expensive than sacrificial coatings, but if used correctly, they only have to be applied once. In the long run, they’re often well worth it in terms of lower maintenance, upkeep, and re-application.

Permanent anti-graffiti coatings work by creating a protective surface that spray paint cannot bond to. After the surface has been vandalized, solvents or manufacturer-supplied cleaners are used to remove the graffiti. Clean-up is often just as easy as regular maintenance.

The underlying surface and the protective coating should remain undamaged. Some of the types of permanent coatings include those based on polyurethanes, nano-particles, fluorinated hydrocarbons, or siloxanes.

<https://nanoslic.com/anti-graffiti-coating/>

<https://www.graffiti removal inc.com/products/worldsbestgraffiticoating>

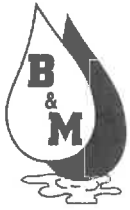
- I did obtain a quote from Quantum technologies for a camera system for the dock. The cost is approximately \$17,000. Quote attached below. *Updated 11/8/2022*
- Kim did a great deal of research relative to the Geocache on the Dock. Attempts were made to get in contact with the cache originator but were unsuccessful. Being our property and being unable to edit the cache description/verbiage we were able to archive the cache so that it no longer appears on the website. Kim included a brief verification of this below.

7. Discussion and recommendation on Lift #1 controller replacement.

Rasmusson would like the committee to consider replacing the controller on Lift#1. Lift Station digital controller package with primary submersible level pressure transducer and backup floats controls would cost \$7,104.00 which includes equipment and installation. This would have no impact on the 2025 Needs Assessment drawn up by McMahon Associates, INC. The funds for this project would come out of the replacement fund.

Committee members had no issue with this item.

Peterman moved, McCutcheon seconded to replace the controller on Lift #1 not to exceed \$ 7,200.00, all ayes, and the motion carried.
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B & M TECHNICAL SERVICE, INC.

PO Box 48 | 364 Industrial Drive Coloma, WI 54930

Office 715-228-7604 | Fax 715-228-3418

bmtechservice.com

Date: 1/20/2023

Quote Number: 20231026

B&M Contact: Scott Fisque

Email: scott@bmtechservice.com

Direct: 608-472-9258

To: Ephraim

Attn: Brad Rasmusson

Re: Beach Street Lift Station - Controller Update

Alternate B&M Contact: Bill Gruber 608-548-2884

We are pleased to provide the following base bid:

Qty.	Description:	Net Each	Net Extension
1	SC2000 Lift Station Digital Controller Package with Primary Submersible Level Pressure Transducer and Backup Float Controls. Includes equipment and installation.	\$ 7,104.00	\$ 7,104.00
		Total	\$ 7,104.00

Estimated Delivery:	Per Schedule	Installation/Start-up:	Incl.	
Installation Manuals:	Incl.	Service Contract:	Not Incl.	
Operation Manuals:	Incl.	Downpayment Due:	50%	
Sales Tax:	Not Incl.	Payment Terms:	Net 30	
Estimated Freight:	Not Incl.	Quote Expiration:	30 Days	

Additions or deductions to base bid:

Exceptions and Special Notes:

Clarification Notes:

Unless otherwise noted any other equipment/services is not included and to be supplied by others.

For projects totaling more than \$10,000, 50% downpayment is required upon quote acceptance. Parts cannot be ordered prior to receiving downpayment.

To accept quote, please sign below and return to B&M Technical Service, Inc.

Quoted by _____
Regina Weyenberg, Assistant Project Coordinator
regina@bmtechservice.com
Direct: 715-228-7604

Accepted by _____
Ephraim

This information provided is confidential and proprietary to B&M Technical Service and is intended solely for the recipient listed above. Do not duplicate or distribute.

**VILLAGE OF EPHRAIM
HISTORIC PRESERVATION COMMITTEE MINUTES
TUESDAY, JANUARY 28, 2023 – 6:30 PM
9996 WATER STREET**



ACTION ITEMS:

Russell moved, Cushing seconded to approve the minutes of January 24, 2023, as presented, all ayes.
Motion carried.

Carlson moved, Russell seconded to approve the plan for Scott Lohman at 9922 Water Street Unit 9 - Shorewood Village, all ayes. Motion carried.

Russell moved, Cushing seconded to approve the exact same materials (siding and shingles) as the other buildings for the storage shed located at 10040 Water Street – Edgewater Resort. Roll call vote: Cushing aye, Carlson nay, Pearson aye, Russell aye, and K. Nelson aye. Motion passed 4-1.

Russell moved, Pearson seconded to adjourn at 7:04 PM, all ayes. Motion carried.

Present: Ken Nelson- Chair, Lisa Carlson, Amy Russell, Eleanor Pearson, and Marilyn Cushing.

Staff: Brent Bristol - Village Administrator and Andrea Collak- Deputy Clerk.

Guests: Partick Perkins, Scott Lohman, Mike McCutcheon, Andy Bartelt, and BD Thorp.

1. **Call to Order:** The meeting was called to order by K. Nelson at 6:30 PM. A quorum was present for this meeting.
2. **Changes to the agenda:** There were no changes to the agenda.
3. **Visitors' Comments:** There were no visitors' comments.

4. **Approval of the previous minutes:**

Russell moved, Cushing seconded to approve the minutes of January 24, 2023, as presented, all ayes. Motion carried.

5. **Scott Lohman – 9922 Water Street Unit 9- Building Repair/Remodel:**

Bristol explained that Lohman was before HPC and Plan Committee in January for much-needed repair work and alterations to 9922 Water Street Unit 9 in Shorewood Village. Ultimately the Planning Committee did approve the proposed renovations and repair work but there were some additional questions relative to a walk-in cooler that was proposed to the far back side, the opposite side of the highway. Plan Committee had some concerns and requested Lohman come back with some sort of concept to provide screening of the walk-in cooler. A proposal has been provided that is more than just enclosing and screening the walk-in cooler. The application is to create additional usable space by building a permanent structure around the walk-in cooler and building an expanded kitchen storage area. It is not adding space for retail or customer seating but it is adding a larger, expansive addition than was previously discussed. Bristol noted that from a dimensional standpoint, he did not have any concerns with the project. It is in the Historic District so it is here for design review.

A discussion was held regarding the proposed building repair/remodel at 9922 Water Street Unit 9. Russell stated that she thought it was a good idea to enclose it all. Carlson requested clarification as to where the kitchen would have been if not located in the proposed expanded area. Bristol stated it would have been located in the area below the concrete area. Carlson asked if everything fell within the footprint. Bristol confirmed yes and noted that the work is also within the parameters of the condo documents for Shorewood Village for the dedicated expansion area for future use. Carlson asked if the cooler room would be insulated. Lohman confirmed yes. Carlson, Cushing, and Pearson supported the plan. On the right wall, K. Nelson said, which is about forty-three feet (43') long, and

in our ordinance, there is a requirement that a wall that is fifty feet (50') or longer has to have some sort of break in it to try and avoid long flat walls. K. Nelson asked Lohman if he would be willing to consider ideas on how to make that wall a little more interesting than just the forty-three feet (43') wall with the possibility of a couple of windows or something like that. Lohman replied that it would not be a problem and he could have a redraw completed and reviewed by Bristol.

Carlson moved, Russell seconded to approve the plan for Scott Lohman at 9922 Water Street Unit 9 -Shorewood Village, all ayes. Motion carried.

6. Edgewater Resort – 10040 Water Street – Accessory Structure:

Bristol noted that this project has been before HPC and Plan Committee a few times. Plan Committee last sent Perkins back with a request to move away from metal materials for roofing and siding to be more in compliance with the look of the Historic District and other buildings on the property. The intent now is to have matching materials with the balance of the buildings on the Edgewater Resort property.

Patrick Perkins, General Manager of the Edgewater Resort, explained that the shingles will match and the siding will be the Heritage siding which will match all the other buildings on the Edgewater Resort property and has a wood appearance. It will also have a cupola, weathervane, and twelve-inch (12") to eighteen-inch (18") soffits over the ends, and twelve-inch (12") soffits over the side so it looks more like a regular building than a shed. He added that by turning it sideways it will only take up two (2) parking spots.

A discussion was held about the Accessory Structure project at 10040 Water Street- Edgewater Resort. Russell asked if even the garden shed had the same siding. Perkins stated no but that with the garden shed being moved back and turned sideways it would be less prominent. Russell stated she had no problems with the drawings and that she liked the cupola. She explained her issue was that the siding needed to look like wood and it looks like those changes have been made.

Carlson asked if there was any reason why they could not put up a permanent structure and improve the current garage and get rid of the small shed to make room for a more permanent structure. She felt that was what condo association dues, special assessments and reserve funds were for. Carlson stated that her recommendation would be for them to consider going back to the condo association board and plan for the future to do something permanent.

Perkins stated the cost difference between the shed and adding an addition to the garage is approximately fifty thousand dollars (\$50,000); many other things are being done with reserve funds.

Pearson stated that the garage door has been an eyesore for a long time.

Perkins stated he agreed that it did not look good with the door open but they have no other choice; that is our way in and out for the maintenance staff to get their supplies and tools. If they can get the shed in place, they can install a smaller garage door this is one way to resolve that issue immediately.

K. Nelson spoke about the sketches lacking quality and accurate detail which would not meet the requirements of a submittal under the ordinance. He added that he would like to see the materials for the siding and shingles to make sure it is going to look the same as the other buildings.

A discussion was held on whether the shed could be considered a permanent structure, other submittals for similar projects, and materials. Russell asked if the building was not permanent. Perkins clarified that technically it is a portable shed that is incredibly solid. To move it you would need a very heavy piece of equipment. Carlson stated that Ephraim Historical Foundation tried this years ago and the committee did not approve it.

K. Nelson pointed out that if Perkins is saying he is going to match the materials on the other buildings, then this would be a different situation. It is not a concern whether or not it is a prefabricated or stick-built building. It is mainly what the materials are going to be and how well it matches the rest of the buildings on the campus. He added that he could live with it if we put in the motion that Perkins is going to use the exact same materials that are on the other buildings. K. Nelson noted placement and parking will be dealt with by the Plan Committee.

Perkins confirmed they will have exactly the same siding.

Russell moved, Cushing seconded to approve the exact same materials (siding and shingles) as the other buildings for the storage shed located at 10040 Water Street – Edgewater Resort.

Russell added that this would be a lot less painful if they could add on to what they already have and it would solve a lot of the already discussed problems.

Perkins reviewed the prohibitive cost of an addition.

Carlson stated that this should not be pushed through just to push it through. We are rushing this; I'm not in agreement, she said.

Roll call vote: Cushing aye, Carlson nay, Pearson aye, Russell aye, and K. Nelson aye. Motion passed 4-1.

7. New business for the next meeting:

K. Nelson inquired if it would be possible to move the March meeting from March 28th to March 21st. The consensus was the next meeting of the Historic Preservation Committee will be on Tuesday, March 21st at 6:30 PM.

Russell asked to start reviewing ordinances as a committee.

K. Nelson suggested a lunchtime meeting like the Plan Committee holds to go through the eight (8) page Historic Preservation Ordinance in April.

8. Adjournment:

Russell moved, Pearson seconded to adjourn at 7:04 PM, all ayes. Motion carried.

Recorded by,

Kim Roberts – Deputy Clerk

VILLAGE OF EPHRAIM

FOUNDED 1853



Plan Committee Meeting Minutes

Tuesday, February 28, 2023 – 7:00 PM

Present: Michael McCutcheon-Chair, Kenneth Nelson, Andrew Bartelt, BD Thorp, Grace Held

Absent: Monique McClean, Susie Samson

Staff: Brent Bristol- Administrator, Andrea Collak-Clerk/Treasurer, James Kalny-Village Attorney

Guests: Scott Lohman, Patrick Perkins, Kelsey Stone, Lane Methner, Scott Barnes, Julie Barnes, Chris Schmeltz, Steve Bieda, Keith Garrot, Will McKinley, Elfie Johnson, Dennis Jewell, Krista Knigge

1. **Call to order:** The meeting was called to order by Michael McCutcheon-Chair at 7:25 PM.
2. **Quorum:** A quorum is present for this meeting.
3. **Approval of previous minutes**

Thorp moved, Bartelt seconded to approve the Plan Committee Working Session meeting minutes from November 2, 2022, as presented, all ayes and the motion carried.

Thorp moved, Held seconded to approve the Plan Committee meeting minutes from November 22, 2022, as presented, all ayes, and the motion carried.

Thorp moved, Bartelt seconded to approve the Plan Committee Working Session meeting minutes from January 24, 2023, as presented, all ayes, and the motion carried.

Thorp moved, Bartelt seconded to approve the Plan Committee meeting minutes from January 24, 2023, as presented, all ayes, and the motion carried.

Thorp moved, Bartelt seconded to approve the Special Plan Committee meeting minutes from February 7, 2023, as presented, all ayes, and the motion carried.

4. **Changes in Agenda:** None
5. **Visitors' comments:** None

6. **Scott Lohman – 9922 Water St Unit 9 – Building Repair/Remodel**

Bristol introduced this item. The building is part of the Shorewood Village Association. Scott Lohman is making alterations to unit #9 which is a white central building. The applicant was approved the Building/Remodel at the last meeting but was asked to come back with more detailed information on how he would like to enclose/shelter the proposed walk-in cooler on the back side of the property. The applicant decided to enclose the area where the proposed cooler and existing concrete slab are, to create kitchen storage on the back side of the building. Bristol has no issues with the dimensional requirements. This project falls within the planned expansion area for unit #9 within Shorewood Condo documents.

Nelson noted that the Historic Preservation Committee (HPC) supported what the applicant is doing with one exception. It was suggested to put in some windows on the long 43-foot wall that is uninterrupted on the drawings. It is stated in the ordinance that walls that are more than 50 feet long need to be interrupted. The wall in question is less than 50 feet long. However, the applicant is willing to work with Bristol and put in a couple of windows to make that right side a little bit more interesting.

Bartelt pointed out that there is a door on the very end of that wall on the scatch which does not show on the previous drawing.

The Plan Committee members had no issues with approving the application with the understanding that the applicant would work with Bristol and put up a couple of windows on the right side of the building wall.

Bartelt moved, Thorp seconded to approve the Building Repair/Remodel /Addition for Scott Lohman at 9922 Water Street Unit 9, all ayes, and the motion carried.

7. Edgewater Resort – 10040 Water St – Accessory Structure

Bristol introduced this item. This is an application for the placement of a portable shed for storage purposes in the middle of their property very near the existing garage. Bristol said that this item is a carryover item. Bristol pointed out that the parking would have to be dealt with, with approval of this item. The Plan Committee has the option to waive the parking spaces.

Edgewater Resort (EWR) currently has 53 parking spaces but requires 62. The hotel requires 44 spaces and the restaurant requires 18 based on dining room square footage and employee count. Perkins believes there is adequate parking to satisfy typical use except for fish boil and sunset times. On paper; not unique to EWR; there is insufficient parking relative to the existing ordinance. The applicant at the last meeting noted that the proposed shed can be placed sideways which would only eliminate 2 instead of 3 parking spots. There is a room on the property to add back those two parking spaces. With the additional parking spaces added, there will be no net change to their current parking space number. However, as of today, the applicant would like the committee to consider waiving the parking spaces, concluded Bristol.

Patrick Perkins, Edgewater Resort general manager, said that he confirmed with shed manufacturer, Sunnyview Storage Sheds, LLC that they can make the 14 x 28 shed with composite shingle and the horizontal Heritage Vinyl siding which would match all of the other buildings on the Edgewater Resort property. It will still have the cupola and weathervane with 12” to 18” soffits over the ends and 12 “ soffits over the sides to it looks more like a regular building.

Perkins also stated that they have room to turn the shed so the 14’ side is facing the garage with double doors with windows and 18”x27” windows on each side. There will be no shutters and no flowerboxes, so they will look like all other Edgewater Resort windows. For additional natural light, we may have an additional window on the backside.

Perkins provided a hand-drawn rough sketch of the placement of where the new shed would be placed in relation to the existing garage, garden shed, parking lot, and cottage. Perkins also provided revised schematic views of the front view of the new shed in that same relationship as well as a top view and a side view of the new shed. The existing garden shed that holds some garden and fish boil equipment would be moved back and turned 90 degrees so the doors to it would open toward the new shed. They expect to replace the door on the existing garage with a door about half of the existing size and add an entry door.

Nelson noted that he was disappointed in the plans and conflicting drawings for this item. The HPC has not seen any materials but Perkins committed to the committee that the roof would be composite shingles, the siding would be horizontal, and materials and colors would match all of the other buildings on the Edgewater Resort property. The HPC approved this item but the concerns are the final orientation of the proposed shed; either East-West or North-South; and the impact on parking. Bristol clarified that the East-West orientation picture was the original placement picture that stayed in the packet to give a clearer picture of the location.

Bartelt believes that the applicant should replace the two parking spaces as it seemed to be acceptable for him last month. Thorp agreed. Thorp would also like to see a better packet when submitting this type of request.

Held feels that there are too many buildings in that area. Held believes that removing the little shed located by the existing garage would make it less crowded. Held agreed that the applicant should come up with two additional parking spots.

The consensus was the applicant will work on parking spots with Bristol.

Bartelt moved, Thorp seconded to approve the Accessory Structure/Additional Shed application for Edgewater Resort at 10040 Water Street with the condition that two parking spaces would be restored, all ayes, and the motion carried.

8. Kenneth & Tamara Spone – 2901 German Rd – Design Review – New SFR

Bristol noted that this application is for a new SFR. Material and color samples are presented. There are no issues with the project from a dimensional standpoint.

Kenneth and Tamara Spone would like to build a one-story ranch home. The new home will be an emerald color with white trim. There will be wood composite siding – vertical and lap. The roof color is weathered wood-grayish. The vegetation and topography in the location will be preserved.

Plan Committee members had no issues with the proposed project.

Bartelt moved, Thorp seconded to approve the New SFR, Design Review for Kenneth and Tamara Spone at 2901 German Rd as presented, all ayes, and the motion carried.

9. Townline 1 LLC – 10471 Townline Dr – Multi-Family Development - Conditional Use

Bristol introduced this item. The committee will consider a conditional use request from Townline 1 LLC to allow a 10-unit residential development on the property located at 10471 Townline Drive. The parent parcel in question is an 18-acre tract comprised of 10 acres in the Rural Residential Zoning District (RR) on which 5 homes are to be constructed on 2-acre lots, 6.5 acres in the Commercial North Zoning District (CN) where the proposed multifamily development is proposed and a standalone 1.5 lot on which sits the existing home.

For the RR portion of the lot, the standard for residential development is a single residence per 2-acre lot. This project has been scaled back from previous applications and now is proposed at that density.

For the CN portion of the lot, the applicant is applying for conditional use for Multi-Family use. By ordinance, applicants are allowed to pursue multi-family projects at a density of 8 units per acre. All applicable sections of the Village of Ephraim Zoning Code must be adhered to as part of the zoning review process in addition to consideration of the conditional use request before the Plan Committee.

Bristol noted that since the last meeting, the Village got the letter of approval from McMahon Associated relative to the sanitary connection which was forwarded to the Plan Committee. The applicant responded to a few areas of concern which will be discussed this evening. Door County Soil and Water Department (DCSWD) reviewed the project and addressed the concerns regarding the grading for the infiltration basins as well as the final building elevation for lot #2. The applicant updated their calculation to utilize an infiltration rate of 1.63"/hr per DCSWD request. The stormwater easements are also shown around the 100-year elevation of the infiltration basins. DCSWD was confident with the proposed plan.

Kalny provided a short overview of the conditions that will need to be addressed. It is important to review the report from McMahon Associates engineers. The committee should be careful with the conditions it imposes if going toward acceptance of Conditional Use.

McMahon Associates representatives in their letter noted that the development is being considered private and will have a private sanitary sewer system serving the proposed lots. McMahon performed an analysis of the existing Village sewer system and its ability to serve the proposed development back in August 2022. The prepared project plans submitted on February 3, 2023, were reviewed for conformance with Village ordinances and general requirements. The general plan review comments are:

- I. Easements are shown on the plan set; ensure that the easements are shown on the plat before approval. These include the 66' access easement, stormwater easements, 12' utility easements, and others. Include a note that access to local traffic is allowed at all times.
- II. Stormwater Easements have meandering lines in the subdivision. Consider creating straight-line easements to provide a simpler land description.
- III. Has parking along the street been considered? With a 22' wide street section (11' driving lanes), parking alongside the roadway would likely be on the vegetated areas along the shoulder. If parking occurs along the street shoulder, it could increase the compaction of the infiltration areas, resulting in a lower infiltration rate. Consider wider pavement, wider shoulders, or another barrier such as a mountable curb.
- IV. The end of the sanitary sewer lines has 5' and 6' depths. Are basements allowed in the subdivision? If not allowed, include a note in the plat. If they are allowed, does this provide sufficient depth for gravity service?

- V. What is the condition of the existing 6" lateral which the proposed sewer ties into? Consider replacing the existing sewer lateral to avoid future replacement.
- VI. Easements along property side-yard lines could be considered if the "future grading plan created by Mau & Associates" is anticipated to include concentrated flow through side yards.
- VII. Install internal chimney seals on manholes to limit future Inflow & Infiltration (I&I).
- VIII. Properties located to the north of the proposed site utilize Townline Drive as their only access point; note on the plan or the project specifications that access must be provided at all times to these properties.

In addition to the general plan review, a sewer service review was performed. The proposed Velvaere Development's current plan is to connect to the existing 6" sewer lateral which currently serves the existing home located along Townline Drive. The existing 6" sewer lateral has sufficient capacity to serve the development's properties and provides a gravity connection to the Townline sanitary sewer.

The connection to the Village's sanitary sewer and the sewer service system within the proposed subdivision is found to be in conformance with the Village's requirements and expectations.

McMahon Associates in their review concluded that from an engineering standpoint, approval may be granted by the Village pending any of the general plan review comments and considerations the Village may wish to be incorporated into the plans and specifications.

Steve Bieda, the representative of Mau & Associates, LLP, addressed McMahon's review and stated that easements as well as stormwater easements were shown on Preliminary Plat but will also be shown on Final Subdivision Plat. There are not going to be basements in the subdivision. It is 100% gravity flow. If the existing sewer lateral is in poor condition it would be automatically replaced. The engineering plans have noted that access must be provided at all times to the properties located to the north of the proposed site that utilize Townline Drive as their only access point. The amount of traffic going through the subdivision is not going to cause an issue with the compaction of the infiltration areas because of the high bedrock in the area. Nelson asked whether there is a possibility of a prohibition of parking on the side of the road. Maybe addressing critical areas to keep cars off of, to avoid possible compaction of the infiltration areas. Bieda said they will look into it.

Nelson inquired about a rough timeframe for all of the infrastructure to be built out before they come before the Committee for the building permit. Schmeltz said that he is reluctant to give a timeframe but he would like to get it done.

A short discussion on the timeline of Conditional Use. Bristol stated that the only reason the Conditional Use would cease is if the developer has done absolutely nothing. During the Conditional Use review, the Committee can then pull the Conditional Use.

Bartelt mentioned the concern raised early on regarding this development causing the damage to Townline Drive. Kalny stated that it can be conditioned if this development is likely to cause damage to the public roadway. To have 2-year reviews of the Townline Drive as part of the Conditional Use review to protect the Village.

Nelson inquired whether there is a way to prohibit the use of Village roads for the construction of this project. Limit it to Highway 42 and Townline Drive only. Kalny responded that the developer can be instructed to use certain roads only as a condition.

By consensus, the Committee agreed to vote on the conditional use. Bristol stated that BD Thorp himself has been working on the motion for this item.

Thorp moved, Bartelt seconded to approve the conditional use for a 10-unit multi-family residential development submitted by Townline 1 LLC at 10471 Townline Drive as submitted, subject to the following conditions:

Condition 1: That final approval from McMahon concerning the proposed engineering plan for the connection of all sewer laterals serving each lot is obtained prior to marketing any lot for sale. Approval of the sanitary sewer connection by the Village of Ephraim Wastewater Committee and Village Board. Further, confirmation of successful connection to the Village sewer lines must be obtained prior to the issuance of any occupancy permit.

Condition 2: The developer will install a stormwater system including necessary infiltration basins as identified in the engineered plan set presented to the Plan Committee and approved by Door County Soil and Water Department, and will otherwise comply with the Village, County, and State standards for 10 and 100-year storm conditions. If stormwater plans are to be changed, those changes will require submittal and approval by the Plan Committee and the Door County Soil and Water Department.

Condition 3: The developer will adhere to all the impervious surface and greenspace limitations imposed by the Village ordinance, specifically with no more than 20% of each lot in the Commercial North district being covered by impervious surface. No building permit will be issued for a structure on a lot without prior confirmation by the Village that the proposed site plan will adhere to the Code.

Condition 4: One (1) private well for every two (2) residences will be drilled before an occupancy permit is granted for these residences pursuant to County and DNR regulations, and will be placed in the proposed locations as set forth in the plans submitted to the Plan Committee.

Condition 5: The Developer will be responsible for the cost of installation of all roadways and other improvements servicing the entirety of the development, which the main roadway must be fully completed with one flight of asphalt prior to the issuance of any occupancy permit of a constructed dwelling. The roadways shall be installed as depicted in the project layout plans submitted to the Plan Committee. A final layer of asphalt will be installed at the completion of the project. The last residences will not receive an occupancy permit until the final layer is complete.

Condition 6: A landscaping buffer consisting of a reasonable number of planted trees, along with existing trees, shall be installed along the approximate 630 feet of the north lot line of the Commercial North portion of the development. The necessary trees for this buffer shall be planted prior to the granting of any occupancy permit for any structure in the Commercial North portion of the development, meaning all trees must be planted prior to any homeowner takes occupancy in any of the Commercial North lots. Additionally, each lot owner shall be required to submit a proposed landscape plan for approval prior to the issuance of any occupancy permit for that specific lot.

Condition 7: Propane tanks shall be appropriately screened with arbor vitae to be sufficiently inconspicuous. Confirmation of screening installation shall be a condition of the issuance of any occupancy permit for a specific lot's structure.

Condition 8: There will be no streetlights within the development, and all home plans must have downward-facing external lighting to comply with dark sky initiatives.

Condition 9: Every building within the development, CN and RR, will be required to go before the Plan Committee for review prior to the issuance of any permits. This review will include and ensure compliance with all applicable sections of the Ephraim Code of Ordinances, including but not limited to; Setbacks, Stormwater/Land Disturbance, Impervious Surface, Dimensional Maximums, and Design Review.

Condition 10: Village Board approval of the final plat including any imposed conditions on the final plat and adherence to the conditions imposed by the Village Board in their approval of the preliminary plat.

Condition 11: 24-hour access to Townline Drive will be provided at all times.

Condition 12: Have 2-year reviews of Conditional Use to check for compliance and the condition of the Townline Drive to the project entrance. The condition of Townline Drive is to be established by the Village and shared with the developer before the commencement of construction. The developer will be responsible for any damage caused to the road due to construction.

Condition 13: Construction traffic is to be routed by the state roads and Townline Drive only.

Thorp aye, Bartelt aye, McCutcheon aye, Held aye, Nelson aye, and the motion carried.

10. Adjournment:

Thorp moved, Bartelt seconded to adjourn the Plan Committee Meeting at 9:00 PM, all ayes and the motion carried.

**VILLAGE OF EPHRAIM PLAN COMMITTEE
WORKING SESSION MEETING MINUTES
TUESDAY, FEBRUARY 28, 2023 - 12:00 PM
9996 WATER STREET**



Present: Andy Bartelt, B.D. Thorp, and Michael McCutcheon-Chair.

Absent: Grace Held, Monique McClean, Ken Nelson, and Susie Samson.

Staff: Brent Bristol -Village Administrator and Kim Roberts - Deputy Clerk.

Online guests: Robert Krebs, Mukhtar, Sergio Rojas, Kelsey Stone (EBC), and Lane Methner (EBC).

Call to Order: The working session was called to order by McCutcheon at 12:03 PM.

Chair McCutcheon introduced draft language created by Bristol to address decorative walls, retaining walls, and shoreline walls.

Bristol reviewed the draft language and explained that the language stemmed from discussion from previous working session meetings. He noted the heights were entered as placeholders for discussion purposes and that the language was not written to comply with what may be out there, rather it was a first attempt to put something in writing.

A discussion was held regarding the draft language. McCutcheon felt that for a decorative wall, six feet (6') was too high and he was comfortable with three (3) to four (4) feet. McCutcheon stated that a retaining wall should be as high as structurally needed. Thorp agreed and said six feet (6') was too high for a decorative wall. Bristol explained the shoreline wall would be independent of the revetment. Engineers would determine height if it was integral to revetment; if independent, then the ordinance would apply.

Robert Krebs described his proposed wall as a decorative, shoreline retaining wall that would be approximately eighteen inches (18") high. He explained the emergency process he went through during high water a few years ago. The blocks were an eyesore and are now gone but he would still like a break between the water and his property to prevent water from coming onto the property. He further explained that there was a wooden "mock-up" of the sitting wall to demonstrate the height of the proposed wall.

Thorp offered measurements of other walls throughout the Village; what Krebs is requesting is consistent with the height of other walls in the Village. Except for the Edgewater, there are no stone fences along the waterfront that are stone with masonry construction. Bristol stated that is how we started looking at this, looking at the structure and asking if it was a fence. If it is on a front property line this would be along STH 42, there is a clear mechanism for Krebs to build a two-foot (2') stone fence. The ordinance clearly states solid fences will not be placed on front lot lines or in that area except for stone fences up to two feet (2') high. The current ordinance, Bristol said, clearly has a vehicle for a two-foot (2') high "stone" fence. It does not specify stone fences on other property lines but I think by creating a vehicle for them as the only exception on a front lot line, which is the most restrictive place where we look at fences, I think you could infer they would be allowed on those other lot lines. There is a defensible stance to potentially take action on this sooner than updating the ordinance. Bristol added that it would still need to go before the Historic Preservation Committee and the Plan Committee for approval with a fence application. He noted the project could be used as a catalyst to clean up the ordinance in the future which would require a public hearing at a Village Board Meeting.

After discussion, the committee members present came to a consensus on the draft ordinance language:

21. Walls

- a. A Decorative wall may be placed on a property subject to the following standards:
 1. A decorative wall shall not exceed twenty-four inches (24") in height when placed outside the road right of way and within the required setback area for accessory structures. Pillar height shall not exceed thirty-six inches (36").
 2. A decorative wall shall not exceed thirty inches (30") in height when placed behind all accessory structure setback lines. Pillar height shall not exceed forty-two inches (42").

3. Decorative walls may be subject to land disturbance permit application review as outlined in §17.48.
 4. Decorative walls within the Historic District are subject to design review as outlined in §17.15(13) and §17.26.
 5. A decorative wall shall comply with ordinance §17.15(7) as to traffic visibility and vision clearance.
- b. A retaining wall may be placed on a property subject to the following standards:
1. A retaining wall shall not exceed two feet (2') in height when placed outside the road right of way and within the required setback area for accessory structures or six feet (6') in height when placed behind all accessory structure setback lines.
 2. Retaining walls may be allowed to exceed these dimensional maximums by special exception review provided engineered plans are submitted to the Plan Committee and are shown to be in compliance with the balance of the applicable Zoning Ordinances of the Village, if necessary, based on the grade of the lot and engineered to be sufficient to the application.
 3. Retaining walls may be subject to land disturbance permit application review as outlined in §17.48.
 4. Retaining walls within the Historic District are subject to design review as outlined in §17.15(13) and §17.26.
 5. A retaining wall shall comply with ordinance §17.15(7) as to traffic visibility and vision clearance.
- c. A shoreline wall may be placed on a property subject to the following standards:
1. A shoreline wall, if structurally independent from an engineered shoreline erosion revetment shall be placed parallel to the shoreline, shall be limited to twenty-four inches (24") in height, and placed immediately adjacent to but outside the ordinary high water mark or established bulkhead line.
 2. A shoreline wall may also require permitting from the Wisconsin Department of Natural Resources "DNR" and the U.S. Army Corps of Engineers. Applicants have the responsibility of ensuring compliance with these agencies.
 3. Shoreline walls may be subject to land disturbance permit application review as outlined in §17.48.
 4. Shoreline walls within the Historic District are subject to design review as outlined in §17.15(13) and §17.26.

Bartelt suggested drafting definitions for decorative wall and retaining wall.

Committee members present briefly discussed the Food Truck Ordinance. Sergio Rojas stated that he was in Florida researching food trucks and municipal regulations. He noted that the Town of Gibraltar would be considering its Mobile Vending Ordinance in early March. Bristol suggested making the shoreline wall ordinance and food truck ordinance actionable items for the March Plan Committee meeting. McCutcheon agreed and said if necessary, the working session can go longer than an hour to get these ordinances completed and ready for the regular Plan Committee meeting.

Recorded by,

Kim Roberts – Deputy Clerk

VILLAGE OF EPHRAIM

FOUNDED 1853



Wastewater Committee Minutes Monday, March 6, 2023, 9:00 AM

Present: Karen McMurtry- Chair, Jim Peterman, Michael McCutcheon, Dennis Jewell

Absent: Bruce Nelson

Staff: Brad Rasmusson – Operator in Charge, Brent Bristol - Administrator,
Andrea Collak – Clerk/Treasurer, Justin MacDonald – Maintenance Manager/Fire Chief,
Dan Oakley – Wastewater Operator

1. **Call to order:** The meeting was called to order by Chair McMurtry-Chair, and a quorum is present for this meeting.
2. **Changes in Agenda:** None
3. **Previous minutes – Minutes from February 6, 2023**

Peterman moved, McMurtry seconded to approve February 6, 2023, meeting minutes as presented, all ayes, and the motion carried.

4. **Visitors' comments:** None
5. **Public Works Supervisor OIC Report:** Rasmusson reviewed the WW, WWT, and SS OIC reports as included in the agenda packet. Wastewater duties were completed according to schedule.

February 2nd and 3rd, 2023, Dan Oakley – performed set up and take off of Wisconsin State Lab of Hygiene Water Microbiology (WSLHWM). We passed!

On February 14th, Bill Gruber was onsite to deliver a quote for a control panel upgrade at Lift #1 & Main Lift.

Entered Electronic Discharge Monitoring Report (EDMR) for January 2023.

On January 17, Kim Roberts assisted with drafting and sending a failure to maintain letter regarding a broken clean-out discovered on Brookside Lane last year. This has been a large source of infiltration since it was damaged. The committee will be updated when repairs are made.

The month of February:

Winter operations/maintenance of Plant and Collection System.

There were 33 in-house bacteria tests completed, 33 water tests, and no holding tank pump-outs. There were no emergency call-ins.

6. **Discussion and consideration of McMahon Engineers Ephraim Wastewater Treatment Facility (EWWTF) Needs Assessment Report.**

Peterman mentioned that at the last meeting, Anthony Kappell from McMahon Associates, INC. went through the draft of a Needs Assessment of the Village of Ephraim's Wastewater Collection and Treatment Systems for Capital Improvements Planning. Peterman would like to continue this conversation.

After a short discussion, the committee decided that Rasmusson would come up with the list of priorities, and discuss those with Kappell before presenting them to the Wastewater Committee next month.

7. Discussion and recommendation on Lift #1 controller replacement.

Rasmusson would like the committee to consider replacing the controller on Lift#1. Lift Station digital controller package with primary submersible level pressure transducer and backup floats controls would cost \$7,104.00 which includes equipment and installation. This would have no impact on the 2025 Needs Assessment drawn up by McMahon Associates, INC. The funds for this project would come out of the replacement fund.

Committee members had no issue with this item.

Peterman moved, McCutcheon seconded to replace the controller on Lift #1 not to exceed \$ 7,200.00, all ayes, and the motion carried.

8. Visitors' comments: None

9. New business for next meeting: McMahon Report, Water Pressure Tank, Repairs to the Outfalls. The next meeting is Monday, April 3, 2023, at 9:00 AM.

10. Adjournment

McMurtry moved, McCutcheon seconded to adjourn the meeting, all ayes, and the motion carried.

Recorded by,
Andrea Collak- Clerk/Treasurer

**VILLAGE OF EPHRAIM
PHYSICAL FACILITIES & UTILITIES MINUTES
TUESDAY, MARCH 7, 2023 – 8:00 AM
9996 Water Street- Ephraim Village Hall**



Action Items:

J. Peterman moved, Flottman seconded to approve the minutes of February 7, 2023, all ayes. Motion carried.

The consensus of committee members present was for Bristol to reach out to Peil and determine if he was still interested in the Ephraim Wetlands project.

The consensus of committee members present was for MacDonald to take the scope of work for Moravia Point and initiate discussions with other area landscape companies and report back for the next meeting.

The consensus of committee members present was if there was another snowstorm the maintenance crew should not remove snow from Village sidewalks with the tractor down for repairs.

Flottman moved, J. Peterman seconded to adjourn at 8:45 AM, all ayes. Motion carried.

Present: Paul Flottman, Jim Peterman, and Matt Meacham - Chair.

Absent: Fred Bridenhagen and Diane Taillon.

Staff: Brent Bristol – Village Administrator, Justin MacDonald – Maintenance Manager/Fire Chief, and Kim Roberts – Deputy Clerk

Guests: Kelsey Stone (EBC).

1. Call to Order: The meeting was called to order by Meacham at 8:00 AM.

2. Changes to the agenda: There were no changes to the agenda.

3. Approval of the previous minutes:

J. Peterman moved, Flottman seconded to approve the minutes of February 7, 2023, all ayes. Motion carried.

4. Visitors' Comments: There were no visitor comments.

5. Maintenance Manager Report:

MacDonald reviewed work completed in February: Plowing and salting of Village streets and sidewalks, removal of the remaining Christmas decorations, maintenance of equipment, assistance provided to wastewater, and repairs and annual maintenance with Eagle Mechanical. March planned work will include: Burning of the remaining brush piles, preparation of lawn equipment, continued snow removal as needed, installation of new sinks at the marina, and delivery of the woodchipper. MacDonald reported that the tractor that operates the snowblower and sweeper is out for repair due to issues with the hydraulics.

6. Discussion on Village Hall Landscaping:

Meacham provided an update to the committee regarding the Village Hall Landscaping Plan presentation at the February Village Board Meeting. He reported that the Village Board has taken over the project, is looking at it, and deciding what to do. He encouraged committee members to attend the next Village Board meeting.

A discussion was held regarding the Village Hall Landscaping Plan. J. Peterman noted that the plan provided green space, safety by creating a sidewalk in front of the building, and changing the parking arrangement so that cars no longer back out onto STH 42. J. Peterman spoke to the parking totals on the north and south sides of the Village Hall in addition to restaurants in downtown Ephraim that have removed parking for outside dining as a result of COVID which has compounded the parking issues for the Village. J. Peterman further requested that an annual financial statement be provided to the committee so that as they embark on projects each member knows what finances are available and what would need to be financed.

A brief discussion about committee work and duties occurred. Flottman discussed what the committee was charged to do. When the Board sets aside the work and it is swept under the rug, it can result in members feeling unappreciated, which can set a dangerous precedent. Meacham agreed and felt that it could result in the committee feeling disenfranchised. Meacham noted that he would communicate the feelings of the committee at the next board meeting.

7. Discussion and consideration of Wetlands:

Meacham updated the committee that a bid from Peil had not yet been received and it was required to move forward.

The consensus of committee members present was for Bristol to reach out to Peil and determine if he was still interested in the Ephraim Wetlands project.

Discussion and consideration of work to be done on Moravia Point:

The committee revisited the scope of the approved project for Moravia Point: Spray and removal of invasives, marking trees that required removal and those that needed pruning, and then the creation of a low-maintenance landscape plan that would be simple but provide interest in the spring and fall and would only need to be maintained once or twice a year.

The consensus of committee members present was for MacDonald to take the scope of work for Moravia Point and initiate discussions with other area landscape companies and report back for the next meeting.

8. Discussion and consideration of installing keypad door locks on all Village facilities:

MacDonald reported that he has completed research and had reached out to Martin Security to look at the Village doors being considered for keypads. He suggested trying a few buildings first to make sure the system would work as expected. He added that he was meeting with Martin today and would bring back further information and options for the next meeting.

9. Discussion and consideration of snow removal on sidewalks:

A discussion about sidewalk snow removal was held. Flottman stated that when we clear snow from the sidewalks the concrete is left more exposed to salt which leads to a faster deterioration of the concrete. Meacham inquired if the proposed North End paths would be hard surfaces and require snow removal. Bristol stated that because they are in the road right of way they have to meet ADA requirements and be a hard surface material. MacDonald explained the priority list for snow removal noting that sidewalks were the last item to be addressed after a storm. Further discussion was held about trying to preserve sidewalks, mechanical issues with the tractor used for sidewalk snow removal, and a purpose-built machine for sidewalk snow removal.

The consensus of committee members present was if there was another snowstorm the maintenance crew should not remove snow from Village sidewalks with the tractor down for repairs.

Further discussion was held regarding complaints regarding sidewalks not being cleared. MacDonald and the Village office are to track calls and explain the equipment breakdown.

10. New business for the next meeting:

- a. Update on obtaining a bid for the Wetlands.
- b. Update on Moravia Point.
- c. Update and information on keypad door locks on Village facility doors.
- d. German Road Site update/revisit the project.

11. Adjournment:

Flottman moved, Peterman seconded to adjourn at 8:45 AM, all ayes. Motion carried.

Recorded by, Kim Roberts – Deputy Clerk