VILLAGE OF EPHRAIM

Founded 1853



VILLAGE OF EPHRAIM BOARD MEETING AGENDA TUESDAY, DECEMBER 10, 2024, 7:00 PM

9996 Water Street-Village Hall

NOTE: THIS MEETING 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. Visitors' Comments:
- 5. Approval of Previous Minutes:
- 6. **President's Comments:**
- 7. Consent Agenda Items:
- 8. Airport
 - a. Discussion and Consideration regarding waiving right of first refusal on hangar A-7
 - b. Discussion and Consideration regarding sale of hangar A-7 to Scott Pearson
 - c. Discussion and Consideration regarding lease for hangar A-7 with Scott Pearson
 - d. Discussion and Consideration regarding airport commission request for short term loan of \$57,000
 - e. Discussion and Consideration regarding residential through the fence access request at 9624 Cty A

9. Administration:

- a. Presentation of 2024 Green Tier Ad-hoc Committee report
- b. Discussion and consideration regarding approval of sale item currently listed on Wisconsin Surplus
- c. Update regarding North Path project
- d. Discussion and consideration regarding CIF grant submittal for North Path
- e. Discussion and consideration regarding Ordinance 05-2024, Amendment to Short Term Rental Ordinance
- f. Discussion and consideration regarding establishing the Village Board serving as Village Broadband Committee
- g. Discussion and consideration regarding committee appointments

10. Marina

- a. Discussion and Consideration regarding Anderson Dock breakwater design work
- 11. Committee Minutes for review:
- 12. Visitors' Comments:
- 13. New Business for Next Meeting:
- 14. Adjournment:

Please join my meeting from your computer, tablet or smartphone. https://meet.goto.com/742809509

interpretation of the second o

You can also dial in using your phone.

Access Code: 742-809-509

United States: +1 (872) 240-3412

	Date: 1 2 / 6 /2024
Andrea Collak, Clerk	 X Village Administrative Office X Visitors' Center X Post Office
Kim Roberts, Deputy Clerk	_X Website: ephraim.wi.gov _X Emailed to WDOR Radio _X Emailed to Peninsula Pulse

^{**}Deviation from the listed order may occur***

VILLAGE OF EPHRAIM BOARD MEETING MINUTES CLOSED SESSION THURSDAY, NOVEMBER 7, 2024 – 12:00 PM 9996 WATER STREET – VILLAGE HALL



Present: Matt Meacham, Carly Mulliken, Ken Nelson, Tim Nelson, and Michael McCutcheon – Chair.

Absent: None.

Staff: Brent Bristol – Village Administrator.

- 1. Call to Order: Chairman McCutcheon called the meeting to order at 12:00 PM.
- **2. Quorum:** A quorum was present for this meeting.
- 3. T. Nelson moved, K. Nelson seconded to convene into closed session per §19.85(1)(e) Wis. Stats. Deliberating or negotiating the purchasing of public properties, the investing of public funds, or conducting other specific public business, whenever competitive or bargaining reasons require a closed session. For the purpose of discussing the purchase of a downtown property presently for sale.

A roll call vote was taken: Meacham aye, Mulliken aye, K. Nelson, T. Nelson aye, and McCutcheon aye. Motion carried.

- 4. Please take notice pursuant to §19.85(2) Wis. Stats, the Village Board may entertain a motion and reconvene in open session and may address the matters considered in closed session and all other matters on the agenda.
 - K. Nelson moved, Mulliken seconded to reconvene into open session.

A roll call vote was taken: Meacham aye, Mulliken aye, K. Nelson, T. Nelson aye, and McCutcheon aye. Motion carried.

T. Nelson moved, K. Nelson seconded to contact the owner of the property discussed to thank him for the offer and inform the owner that the Village is not interested, all ayes. Motion carried.

A roll call vote was taken: Meacham aye, Mulliken aye, K. Nelson, T. Nelson aye, and McCutcheon aye. Motion carried.

- 5. Adjournment:
 - T. Nelson moved, Meacham seconded to adjourn at 12:24 PM, all ayes. Motion carried.

Recorded by, Kim Roberts – Deputy Clerk

VILLAGE OF EPHRAIM BOARD MEETING MINUTES CLOSED SESSION THURSDAY, NOVEMBER 12, 2024 – 6:00 PM 9996 WATER STREET – VILLAGE HALL



Present: Matt Meacham, Carly Mulliken, Ken Nelson, Tim Nelson, and Michael McCutcheon – Chair.

Absent: None.

Staff: Brent Bristol – Village Administrator.

- 1. Call to Order: Chairman McCutcheon called the meeting to order at 6:00 PM.
- **2. Quorum:** A quorum was present for this meeting.
- 3. T. Nelson moved, K. Nelson seconded to convene into closed session per §19.85(1)(c) Considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. For the purpose of discussing 2025 staffing and benefits package.

A roll call vote was taken: Meacham aye, Mulliken aye, K. Nelson, T. Nelson aye, and McCutcheon aye. Motion carried.

- 4. Please take notice pursuant to §19.85(2) Wis. Stats, the Village Board may entertain a motion and reconvene in open session and may address the matters considered in closed session and all other matters on the agenda.
 - K. Nelson moved, Mulliken seconded to reconvene into open session.

A roll call vote was taken: Meacham aye, Mulliken aye, K. Nelson, T. Nelson aye, and McCutcheon aye. Motion carried.

T. Nelson moved, K. Nelson seconded to proceed as discussed in Closed Session, all ayes. Motion carried.

A roll call vote was taken: Meacham aye, Mulliken aye, K. Nelson, T. Nelson aye, and McCutcheon aye. Motion carried.

- 5. Adjournment:
 - T. Nelson moved, Meacham seconded to adjourn, all ayes. Motion carried.

Recorded by,

Kim Roberts - Deputy Clerk

VILLAGE OF EPHRAIM VILLAGE BOARD MEETING MINUTES TUESDAY, NOVEMBER 12, 2024 – 7:00 P.M. 9996 WATER STREET- EPHRAIM VILLAGE HALL



Action Items:

Mulliken moved, Meacham seconded to approve the Closed Session minutes of October 8, 2024, all ayes. Motion carried.

Mulliken moved, Meacham seconded to approve the minutes of October 8, 2024, all ayes. Motion carried.

Mulliken moved, Meacham seconded to approve the minutes of October 17, 2024, all ayes. Motion carried.

Mulliken moved, Meacham seconded to approve the Closed Session minutes of November 7, 2024, all ayes. Motion carried.

K. Nelson moved, Mulliken seconded to approve the consent agenda as presented, T. Nelson abstained. Motion carried.

K. Nelson moved, T. Nelson seconded to approve REU change for Parcel#: 121-01-24312723J1/9868 Hidden Spring Road from 1.0 REU to 1.5 REU, as presented, all ayes. Motion carried.

T. Nelson moved, Meacham seconded to purchase a Hach DR3900 Spectrophotometer and equipment at a cost not to exceed thirteen thousand five hundred dollars (\$13,500), all ayes. Motion carried.

K. Nelson moved, Mulliken seconded to approve the 2025 (General, Auto, Liability, Crime, Boiler, & Workers Compensation) Insurance package as presented, all ayes. Motion carried.

K. Nelson moved, T. Nelson seconded to approve the 2025 Fee Schedule as presented, all ayes. Motion carried.

K. Nelson moved, Meacham seconded to approve the 2025 Village of Ephraim Budget as presented, all aves. Motion carried.

K. Nelson moved, T. Nelson seconded to approve Resolution 06-2024 – Funds Appropriation for Fiscal Year 2025, all ayes. Motion carried.

K. Nelson moved, Meacham seconded to approve three (3) bathroom signs as presented by Ephraim Business Council, all ayes. Motion carried.

The consensus of the Village Board of Trustees was to extend the North End Path all the way to Town Line Drive.

T. Nelson moved, Meacham seconded to adjourn at 7:50 PM, all ayes. Motion carried.

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

Staff: Brent Bristol -Village Administrator, Brad Rasmusson- Wastewater OIC, and Kim Roberts - Deputy Clerk.

Guests in person: Maggie Peterman, Karen McMurtry, Bruce and Cindy Nelson, Maureen Ossyra (League of Women Voters), Laird Hart, John Held, and Kelsey Stone (Ephraim Business Council).

- 1. Call to Order: McCutcheon called the meeting to order at 7:01 PM.
- 2. **Quorum:** A quorum was present for the meeting.
- 3. Changes to the agenda: There were no changes to the agenda.
- 4. **Visitors' Comments:** There were no comments.

5. Approval of Previous Minutes:

Mulliken moved, Meacham seconded to approve the Closed Session minutes of October 8, 2024, all ayes. Motion carried.

Mulliken moved, Meacham seconded to approve the minutes of October 8, 2024, all ayes. Motion carried.

Mulliken moved, Meacham seconded to approve the minutes of October 17, 2024, all ayes. Motion carried.

Mulliken moved, Meacham seconded to approve the Closed Session minutes of November 7, 2024, all ayes. Motion carried.

6. **President's Comments:** There were no comments.

7. Consent Agenda:

K. Nelson moved, Mulliken seconded to approve the consent agenda as presented, T. Nelson abstained. Motion carried.

8. Wastewater:

a. Discussion and consideration regarding REU status assignment for property 121-01-24312723J1:

Rasmusson provided background on the request to increase the REU for parcel 121-01-24312723J1/9868 Hidden Spring Road. He noted the second cottage dwelling on the parcel was recently remodeled and added to the STR license. The cottage was previously used for storage but now that it is available for rental the property should be assigned a REU of 1.5.

K. Nelson moved, T. Nelson seconded to approve REU change for Parcel#: 121-01-24312723J1/9868 Hidden Spring Road from 1.0 REU to 1.5 REU, as presented, all ayes. Motion carried.

b. Discussion and consideration regarding purchasing a Hach DR3900 Spectrophotometer and equipment:

Rasmusson explained that with the proposed spectrophotometer the Wastewater Plant could expand the lab services and testing to accept Nitrate and Ammonia samples and expedite the Phosphorous testing from two (2) days to a couple hours. He noted with the new equipment they would no longer need the autoclave.

A discussion was held regarding the purchase of the spectrophotometer. Mulliken discussed the timing of the purchase with the need to replace the current equipment. Rasmusson noted that the equipment being replaced was at least fifteen (15) years old. Further discussion was held regarding the lab's capacity to take on further testing.

T. Nelson moved, Meacham seconded to purchase a Hach DR3900 Spectrophotometer and equipment at a cost not to exceed thirteen thousand five hundred dollars (\$13,500), all ayes. Motion carried.

9. Administration:

a. Discussion and consideration regarding 2025 (General, Auto, Liability, Crime, Boiler, & Workers Compensation) Insurance:

A discussion was held regarding the 2025 Village insurance premiums. Mulliken inquired about the accuracy of the values stated. Bristol noted that this was part of the audit process to ensure proper coverage.

K. Nelson moved, Mulliken seconded to approve the 2025 (General, Auto, Liability, Crime, Boiler, & Workers Compensation) Insurance package as presented, all ayes. Motion carried.

b. Discussion and consideration regarding the 2025 Fee Schedule:

Bristol reviewed the changes to the 2025 fee schedule as a result of budget discussions: Physical Facilities and Utilities "PFU" – an increase to hall rental fees, Marinas and Moorings - an increase to transient fees, Wastewater - fees increased ten percent (10%), and airport fees were updated as a result of information from the Airport Commission.

K. Nelson moved, T. Nelson seconded to approve the 2025 Fee Schedule as presented, all ayes. Motion carried.

c. Discussion and consideration regarding the 2025 Budget:

McCutcheon opened the public hearing regarding the 2025 Budget.

There were no comments or questions regarding the 2025 Budget.

McCutcheon closed the public hearing.

Bristol reviewed the three hundred and twenty-eight dollars (\$328.00) increase to the tax levy which was a result of increased revenues from interest income and increased transportation and share revenue state aid. All of which helped offset increases in the budget.

K. Nelson moved, Meacham seconded to approve the 2025 Village of Ephraim Budget as presented, all ayes. Motion carried.

d. Discussion and consideration regarding resolution 06-2024 – Funds Appropriation for Fiscal Year 2025:

Bristol explained that the resolution was a formality to levy taxes based on the approved 2025 budget.

K. Nelson moved, T. Nelson seconded to approve Resolution 06-2024 – Funds Appropriation for Fiscal Year 2025, all ayes. Motion carried.

e. Discussion regarding EBC bathroom signage recommendation:

Kelsey Stone of Ephraim Business Council provided bathroom directional signage as a follow-up to a discussion from a previous Village Board meeting. She explained that there would be three (3) posting sites: Village Hall, Harborside Park, and Ephraim Visitor Information Center. She noted that each map is the same except for where the star is located, which helped the viewer know where they were located. She further explained the maps would be available seasonally during the times bathrooms are available to the public.

K. Nelson moved, Meacham seconded to approve the three (3) bathroom signs as presented by Ephraim Business Council, all ayes. Motion carried.

f. Update regarding the North End Path project:

K. Nelson explained that AECOM has presented the engineering to WisDOT to review the portion of the path that will exist in the right-of-way "ROW", the two (2) public streets that the path crosses, and a review of handicap standards. He noted that there were two (2) exceptions to be considered by WisDOT which are the two (2) areas where the path will be in the ROW and require curb and gutter (10325 Water Street and 10329-10331 Water Street).

K. Nelson suggested the Board consider having the path continue all the way to Town Line Drive as it would be better to bid it as part of the project all at once.

The consensus of the Village Board of Trustees was to extend the North End Path all the way to Town Line Drive.

g. Update regarding the Anderson Dock project:

Bristol provided an update on the Anderson Dock project. AECOM engineers are confirming and collecting data so that concerns and limitations can be considered to determine what the best fix for the area will be. He noted that data will dictate the project components such as elevations which will create positive drainage away from the building and will determine the height of the building.

h. Discussion regarding Anderson Dock pressure washing and painting:

T. Nelson updated the Board that they could expect to see an initial graffiti removal contract, a regular graffiti cleaning contract for the 2025 season, and a painting contract for Anderson Dock for consideration at an upcoming meeting. He noted that the environmentally friendly removal

product has not caused any concern with the Department of Natural Resources "DNR" as long as the Village takes measures to keep it out of the bay.

A discussion was held regarding Anderson Dock's graffiti removal. McCutcheon inquired why removal was needed when the Village would be pouring a new cement cap for the dock. T. Nelson explained that post graffiti removal the Village needs to experiment with sealers to fight future graffiti. Secondly, the removal will teach visitors what happens when graffiti occurs in places that it should not be, serving as an educational component. T. Nelson praised the local volunteer who has been painting inappropriate graffiti on the warehouse. McCutcheon agreed that the building looked so much better and thanked the local volunteer for his time and efforts.

i. Discussion regarding the Anderson Dock project cost split with Marina:

T. Nelson reviewed projects specific to Marinas and Moorings that are part of the larger Anderson Dock project: A utility trench on the south side of the shore, improved electrical service to deal with the future possibility of rechargeable boats, and possible updates to the existing utility trench.

A discussion was held regarding project costs and cost-sharing between the Village and the Marinas and Moorings Committee. The trustees discussed cost sharing of the engineering contract with AECOM, renovation of the bathrooms, the percentage of the public versus marina customers that utilize the Anderson Dock bathroom facilities, codes for the marina bathrooms as a tool to prevent graffiti in the bathrooms, and if it was necessary to have a shower facility for marina customers.

John Held, a Marina Committee member posed questions to the Board as to why the Marinas and Moorings "M&M" committee needed to participate financially in the Anderson Dock project. Anderson Dock, similar to Firehouse Marina, has a marina and public shared use. Firehouse Marina receives no general fund support but Held questioned whether or not the M&M Committee should participate financially with the project.

- 10. Committee Minutes for review: There were no comments.
- 11. **Visitors' Comments:** There were no visitors' comments.
- 12. New Business for the Next Meeting: No items were noted for new business for the next meeting.
- 13. Adjournment:
 - T. Nelson moved, Meacham seconded to adjourn at 7:50 PM, all ayes. Motion carried.

Recorded by, Kim Roberts – Deputy Clerk

Administrator Report December 2024—BRENT BRISTOL



• Andrea spoke a bit about the Broadband Committee item in her report, but to tack on... When these conversations began a few years back the consensus was that no special committee would be formed and the board would handle any necessary work. Additionally, Chuck Pearson was appointed/volunteered to work with me throughout the coming years. Chuck sent the board many emails over recent years with his beliefs and concerns on the manner. Having said that, we need to cement this structure of the Board serving as the Broadband Committee if we are to stay eligible for a grant through the Door County Broadband Group.

As a board we can continue down this road of investigation in early 2025 agendas relative to our appetite to invest in fiber to every home. For what it is worth, in relation to all the talk of late about the millions and millions of dollars in funding available for fiber projects in Door County and in Wisconsin. However, Ephraim does not qualify for the current funds based on our current level of service. Neither does Sister Bay for example.

We can take a deeper dive into this in the months ahead but for now I suggest keeping the option open by formalizing what we intended a few years back by approving the proposed committee structure.

• The WW and Maintenance Departments have a few items up on the Wisconsin Surplus auction site. The auction for those items (included in the packet) ends on Tuesday morning. I will bring printouts of the high bids for consideration Tuesday night.

VILLAGE OF EPHRAIM

FOUNDED 1853



INTEROFFICE MEMORANDUM

TO: FROM: SUBJECT: VILLAGE BOARD CLERK CLERK'S REPORT DECEMBER 10, 2024

In November, I submitted a Special Assessment and Charges, Mill Rate Worksheet, Special Assessments, and Charges, as well as School Referendum information to the County. I also submitted the PILT form to the Department of Natural Resources. Tax bills for our residents were sent out on December 5th, 2024.

We published the Type A Nomination Notice on November 22nd, 2024, for the 2025 Spring Election to be held in our municipality on April 1st, 2025.

The first candidates for public office in our Village came to pick up their nomination papers to get their names on the ballot. These candidates must ensure their nomination papers are prepared, circulated, signed, and filed in compliance with statutory and other legal requirements. Nomination papers must be filed in compliance with the office no later than 5 PM on the first Tuesday in January preceding the election.

Included in your packet is some correspondence from the County on Broadband Grant Program, a letter with details as well as the grant application. This program is to assist our municipality with broadband funding, should the Village choose to establish a committee and go through the steps in finding an Internet Service Provider to partner with for fiber-to-the-premises broadband infrastructure under the Village boundaries.

Kim is doing an outstanding job with the licensing of the Short-Term Rental properties. Kim reported there were 70 renewals issued out of 77 licenses. 1 is pending and 6 did not submit a renewal. Compliance letters were sent out last week.

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

If you should have any questions, please feel free to contact me. Wishing you a joyful Holiday season and a happy and peaceful New Year!

Sincerely,

Andrea Collak Clerk/Treasurer

		PERIOD ACTUAL	Y	TD ACTUAL	BUDGET		NEARNED	PCNT
	ADMINISTRATION							
100-10-41110	GENERAL PROPERTY TAXES	.00		1,336,375.88	1,336,375.31	(.57)	100.0
100-10-41150	MANAGED FOREST LANDS	.00		40.52	8.00	(32.52)	506.5
100-10-41210	ROOM TAXES	.00		247,104.67	320,000.00	`	72,895.33	77.2
100-10-41220	ROOM TAX GRANT	.00		40,652.69	36,000.00	(4,652.69)	112.9
100-10-41223	PRAT	.00		70,134.30	150,000.00	`	79,865.70	46.8
100-10-41800	INTEREST ON TAXES	294.46		735.22	300.00	(435.22)	245.1
100-10-43410	STATE - SHARED REVENUE	33,783.23		42,009.68	6,161.00	(35,848.68)	681.9
100-10-43430	EXEMPT COMPUTER AID	.00		142.37	142.00	(.37)	100.3
100-10-43530	STATE TRANSPORTATION AIDS	.00		77,994.70	44,593.72	(33,400.98)	174.9
100-10-43650	STATE AID - FOREST CROP	.00	(1.89)	1,000.00	(1,001.89	(.2)
100-10-43660	STATE PAYMENT IN LIEU OF TAXES	.00	(7,315.78	2,000.00	(5,315.78)	365.8
100-10-43690	STATE-VIDEO SERVICE PROVIDER	.00		2,773.44	2,773.00	(.44)	100.0
100-10-43030	CABLE FRANCHISE FEES	4.172.04		14,172.99	13,000.00	(1,172.99)	109.0
100-10-44110	LIQUOR LICENSES	.00		2,620.00	2,000.00	(620.00)	131.0
100-10-44111	OPERATOR LICENSE	.00		1,020.00	500.00	(520.00)	204.0
100-10-44112	PICNIC LICENSE	.00		140.00	20.00	(120.00)	700.0
100-10-44113	SHORT TERM RENTAL LICENSE	2.900.00		9,950.00	5,000.00	(4,950.00)	199.0
100-10-44114	MOBILE FOOD ESTAB LICENSE	.00		400.00	.00	(400.00)	.0
100-10-44114	DOG LICENSES	.00		100.25	8.00	(92.25)	1253.1
100-10-44300	BUILDING & SIGN PERMITS	.00		981.40	2,500.00	(1,518.60	39.3
100-10-44310	BUILDING INSPECTION FEES	(1,587.10)	(1,031.90)	.00		1,031.90	.0
100-10-44310	SALES OF COPIES/PLATS ETC	.00	(20.00	.00.	(20.00)	.0
100-10-46101	ASSESSMENT LETTERS	75.00		1,125.00	1,000.00	(125.00)	.0 112.5
100-10-46730	TENNIS COURT FEES	57.00		1,385.50	1,000.00	(385.50)	138.6
100-10-46730	PERSONNEL SERV PAYMENTS	.00		.00	19,900.00	(19,900.00	.0
100-10-466900	OTHER REVENUE	.00		1,096.21	2,000.00		903.79	.0 54.8
100-10-48100	INTEREST INCOME/GENL	.00		179,584.66	100,000.00	,	79,584.66)	179.6
						(
100-10-48200 100-10-48307	RENTALS OF VILLAGE PROPERTIES SALE OF RECYCLABLE MATERIALS	.00 .00		5,285.09	7,000.00	,	1,714.91	75.5 102.7
	DONATIONS			2,053.67	2,000.00	(53.67)	.0
100-10-48500	DONATIONS	.00		10,000.00	.00		10,000.00)	
	TOTAL ADMINISTRATION	39,694.63		2,054,180.23	2,055,281.03		1,100.80	100.0
	FIRE							
100-50-43420	STATE - FIRE DUES	.00		17,162.30	11,000.00		6,162.30)	156.0
	TOTAL FIRE	.00		17,162.30	11,000.00	(6,162.30)	156.0
	TOTAL FUND REVENUE	39,694.63		2,071,342.53	2,066,281.03	(5,061.50)	100.2

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	ADMINISTRATION					
100-10-51100-100	SALARIES	1,500.00	16,500.00	18,000.00	1,500.00	91.7
100-10-51100-101	SS/MED	114.75	1,262.25	1,377.00	114.75	91.7
100-10-51100-320	TRAINING/CONFERENCES	.00	20.00	200.00	180.00	10.0
100-10-51300-200	LEGAL FEES	610.00	17,689.00	30,000.00	12,311.00	59.0
100-10-51400-100	SALARIES	10,744.48	128,658.60	139,678.35	11,019.75	92.1
100-10-51400-101	SS/MED	722.90	8,749.22	10,685.39	1,936.17	81.9
100-10-51400-102	RETIREMENT	741.36	8,877.35	9,498.13	620.78	93.5
100-10-51400-103	HEALTH INSURANCE	3,612.42	39,736.62	43,349.27	3,612.65	91.7
100-10-51400-104	DISABILITY INSURANCE	613.94	3,069.70	2,800.00	(269.70)	109.6
100-10-51400-105	WORKERS COMPENSATION	.00	312.24	649.60	337.36	48.1
100-10-51400-310	VEHICLE FUEL	40.65	184.96	600.00	415.04	30.8
100-10-51400-311	VEHICLE MAINTENANCE	.00	61.49	500.00	438.51	12.3
100-10-51400-312	CELLPHONE	106.17	1,385.88	1,750.00	364.12	79.2
100-10-51400-320	TRAINING/CONFERENCES	.00	1,312.14	2,000.00	687.86	65.6
100-10-51400-330	BANK FEES	41.30	535.43	500.00	(35.43)	107.1
100-10-51400-331	POSTAGE	200.00	3,547.64	3,500.00	(47.64)	101.4
100-10-51400-332	OFFICE EQUIPMENT	.00	.00	3,000.00	3,000.00	.0
100-10-51400-333	OFFICE SUPPLIES/EXPENCES	123.98	3,927.16	5,000.00	1,072.84	78.5
100-10-51400-334	COMPUTER SUPPLIES/EXPENCES	1,001.20	16,467.94	5,000.00	(11,467.94)	329.4
100-10-51400-335	PROFESSIONAL DUES/EXPENCES	65.00	560.00	1,500.00	940.00	37.3
100-10-51400-336	LEGAL NOTICES/ADDS	335.00	660.46	500.00	(160.46)	132.1
100-10-51400-339	PRINTING COSTS	.00	3,610.62	1,000.00	(2,610.62)	361.1
100-10-51400-340	VEHICLE INSURANCE	.00	315.64	357.58	41.94	88.3
100-10-51400-342	COMMITTEE/WORKER EXPENSE	.00	.00	220.00	220.00	.0
100-10-51400-343	CONTINGENCY	.00	3,217.71	3,500.00	282.29	91.9
100-10-51400-344	UNIFORMS	.00	.00	300.00	300.00	.0
100-10-51400-710	CHARITABLE DONATIONS	.00	1,000.00	1,000.00	.00	100.0
100-10-51440-316	SUPPLIES/EXPENCES	80.42	358.52	500.00	141.48	71.7
100-10-51440-320	TRAINING/CONFERENCES	90.00	462.50	500.00	37.50	92.5
100-10-51440-342	COMMITTEE/WORKER EXPENSE	630.50	2,169.50	2,500.00	330.50	86.8
100-10-51500-100	SALARIES	2,530.08	30,296.16	32,890.33	2,594.17	92.1
100-10-51500-101	SS/MED	169.46	2,050.99	2,516.11	465.12	81.5
100-10-51500-102	RETIREMENT	174.58	2,090.49	2,236.54	146.05	93.5
100-10-51500-103	HEALTH INSURANCE	878.70	9,665.70	10,544.42	878.72	91.7
100-10-51500-300	AUDITING EXPENSES	.00	15,257.77	11,000.00	(4,257.77)	138.7
100-10-51530-210	OTHER CONTRACTUAL SERVICE	707.53	7,782.87	67,200.00	59,417.13	11.6
100-10-51600-211	PROPERTY INSURANCE	.00	1,130.00	1,151.36	21.36	98.1
100-10-51600-303	ELECTRICITY	665.17	6,272.34	6,500.00	227.66	96.5
100-10-51600-304	LP GAS	.00	978.59	1,500.00	521.41	65.2
100-10-51600-305	WELL TESTS	60.00	240.00	.00	(240.00)	.0
100-10-51600-306	PHONE	315.55	3,971.62	4,000.00	28.38	99.3
100-10-51600-309	INTERNET	89.99	1,444.24	675.00	(769.24)	214.0
100-10-51601-210	OTHER CONTRACTUAL SERVICES	.00	1,200.00	10,000.00	8,800.00	12.0
100-10-51601-211	PROPERTY INSURANCE	.00	2,992.00	3,047.42	55.42	98.2
100-10-51601-303	ELECTRICITY	524.99	3,191.55	3,500.00	308.45	91.2
100-10-51601-304	LP GAS	.00	5,495.86	6,000.00	504.14	91.6
100-10-51601-305	WELL TESTS	60.00	120.00	.00	(120.00)	.0
100-10-51601-308	SEWER FEES	.00	1,402.44	1,500.00	97.56	93.5
100-10-51601-309	INTERNET	189.98	2,102.89	1,700.00	(402.89)	123.7
100-10-51910-730	MISC EXPENSE	.00	15,829.83	3,800.00	(12,029.83)	416.6
100-10-51930-212	LIABILITY INSURANCE	.00	8,852.00	5,500.00	(3,352.00)	161.0
100-10-52400-100	SALARIES	711.20	8,516.16	9,244.74	728.58	92.1
			-, -	-,		

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-10-52400-101	SS/MED	48.62	587.54	707.22	119.68	83.1
100-10-52400-102	RETIREMENT	49.08	587.70	628.64	40.94	93.5
100-10-52400-103	HEALTH INSURANCE	195.26	2,147.86	2,343.20	195.34	91.7
100-10-52400-333	OFFICE SUPPLIES/EXPENESES	.00	2.23	.00	(2.23)	.0
100-10-53510-210	OTHER CONTRACTUAL SERVICE	.00	.00	500.00	500.00	.0
100-10-55300-316	SUPPLIES/EXPENSES	2,775.00	3,268.03	2,600.00	(668.03)	125.7
100-10-56400-100	SALARIES	1,778.00	21,290.40	23,111.85	1,821.45	92.1
100-10-56400-101	SS/MED	121.56	1,468.93	1,768.06	299.13	83.1
100-10-56400-102	RETIREMENT	122.68	1,469.01	1,571.61	102.60	93.5
100-10-56400-103	HEALTH INSURANCE	488.18	5,369.98	5,858.01	488.03	91.7
100-10-56400-333	OFFICE SUPPLIES/EXPENSES	.00	.00	500.00	500.00	.0
100-10-56700-720	SUBSIDY TO ORGANIZATION	.00	40,652.69	.00	(40,652.69)	.0
100-10-56701-210	ROOM TAX EXPENSES	.00	.00	36,000.00	36,000.00	.0
100-10-58100-600	PRINCIPAL	.00	210,000.00	210,000.00	.00	100.0
100-10-58200-601	INTEREST	.00	136,418.76	136,419.00	.24	100.0
	TOTAL ADMINISTRATION	34,029.68	818,799.20	896,478.83	77,679.63	91.3

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNE	XPENDED	PCNT
	PUBLIC WORKS						
100-20-53000-100	SALARIES	11,205.76	128,663.71	152,878.97		24,215.26	84.2
100-20-53000-101	SS/MED	748.98	8,668.65	11,695.24		3,026.59	74.1
100-20-53000-102	RETIREMENT	773.20	8,882.81	10,350.77		1,467.96	85.8
100-20-53000-103	HEALTH INSURANCE	4,120.14	44,423.83	56,371.14		11,947.31	78.8
100-20-53000-104	DISABILITY INSURANCE	420.44	2,548.80	2,500.00	(48.80)	102.0
100-20-53000-105	WORKERS COMPENSATION	655.00	5,223.16	9,504.13	`	4,280.97	55.0
100-20-53000-312	CELLPHONE	66.46	812.04	1,000.00		187.96	81.2
100-20-53000-320	TRAINING/CONFERENCES	.00	83.35	600.00		516.65	13.9
100-20-53000-333	OFFICE SUPPLIES/EXPENSES	29.60	416.74	1,000.00		583.26	41.7
100-20-53000-344	UNIFORMS	.00	451.86	1,500.00		1,048.14	30.1
100-20-53301-220	MOWING	.00	375.00	2,500.00		2,125.00	15.0
100-20-53301-221	SWEEPING/MARKING	6,067.56	9,554.59	6,000.00	(3,554.59)	159.2
100-20-53301-222	ROAD TRIMMING	.00	.00	2,000.00	`	2,000.00	.0
100-20-53301-223	SNOW REMOVAL	1,993.41	7,343.64	34,000.00		26.656.36	21.6
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	5,000.00		5,000.00	.0
100-20-53302-810	EQUIPMENT OUTLAY/STREET REC	.00	49,153.61	.00	(49,153.61)	.0
100-20-53302-820	OTHER IMPR. OUTLAY/STREET REC	11,411.02	59,662.23	.00	(59,662.23)	.0
100-20-53302-830	OTHER IMPR.OUTLAY/DOT RESURFA	.00	198,780.55	.00	(198,780.55)	.0
100-20-53310-310	VEHICLE FUEL	707.50	7,589.75	6,500.00	(1,089.75)	116.8
100-20-53310-311	VEHICLE MAINTENANCE	929.01	5,056.94	10,000.00	(4,943.06	50.6
100-20-53310-340	VEHICLE INSURANCE	.00	1,244.64	1,410.08		165.44	88.3
100-20-53321-303	ELECTRICITY/VISITOR CENTER	210.78	191.74	800.00		608.26	24.0
100-20-53321-305	WELL TESTS/VISITOR CENTER	30.00	150.00	.00	(150.00)	.0
100-20-53321-308	SEWER FEES/VISITOR CENTER	.00	372.00	500.00	(128.00	74.4
100-20-53321-300	OTHER CONTR. SERV./MAINT.BUILD	.00	1,628.40	1,500.00	1	128.40)	108.6
100-20-53322-210	PROPERTY INSURANCE/MAINT.BUILD	.00	4,215.00	4,292.26	(77.26	98.2
100-20-53322-211	FACILITY SUPPLIES/MAINT.BUILD	68.95	1,179.39	2,000.00		820.61	59.0
100-20-53322-301	FACILITY MAINT/REPAIR/MAIN.B	2,580.71	10,903.67	17,000.00		6,096.33	64.1
100-20-53322-302	LP GAS/MAINT.BUILD	379.34	1,247.50	1,000.00	(247.50)	124.8
100-20-53322-304	WELL TESTS/MAINT.BUILD	.00	210.00	1,000.00	(210.00)	.0
100-20-53322-350	JANITORIAL SUPPLIES/MAINT.BUIL	12.99	3,773.16	4,500.00	(726.84	83.9
100-20-53322-350	HARDWARE/TOOLS/MAINT.BUILD	178.74	1,061.57	1,700.00		638.43	62.5
100-20-53322-351	EQUIPMENT RENTAL	.00	109.98	500.00		390.02	22.0
100-20-53322-820	BLDG IMPR.OUTLAY/MAINT.BUILD	.00	.00	3,000.00		3,000.00	.0
100-20-53322-820	OTHER IMPR.OUTLAY/MAINT.BUILD	.00	50,000.00	3,000.00	,	50,000.00	.0
100-20-53322-830	FACILITY SUPPLIES/STREET LIGHT	.00	43.63	300.00	(256.37	.0 14.5
100-20-53420-301	FACILITY MAINT/REPAIR/STREET L	.00	509.70	500.00	,	9.70)	101.9
100-20-53420-302	ELECTRICITY/STREET LIGHT	1,910.74	16,785.32	16,000.00	(785.32)	101.9
100-20-53420-303	OTHER CONTR SERVICE/STORM SE	.00	1,520.00	2,000.00	(480.00	76.0
100-20-53620-210	OTHER CONTR SERVICE/STORM SE	696.06			,		137.6
100-20-53621-210	OTHER CONTRIBERVICE/RECTCLING	187.19	8,944.01	6,500.00 2,500.00	(2,444.01) 2,151.25)	186.1
100-20-53640-210	OTHER CONTR SERVICE/GARBAGE OTHER CONTR SERVICES/WEED		4,651.25	3,200.00	(, ,	
100-20-55200-225	MULCH	.00 .00	3,483.27 2,185.00	5,000.00	(283.27) 2,815.00	108.9 43.7
				,		,	
100-20-55200-226	DIRT & STONE FLOWERS	.00	341.22 3,401.68	1,000.00		658.78	34.1 56.7
100-20-55200-227	TREE CUTTING	893.69	•	6,000.00		2,598.32	56.7
100-20-55200-228		.00	4,306.59	6,500.00		2,193.41	66.3
100-20-55200-229	PLUMBING	5.99	1,417.51	3,000.00		1,582.49	47.3
100-20-55200-230	ELECTRICAL/PARKS & GROUNDS	.00	.00	500.00	,	500.00	.0
100-20-55200-232	CONCRETE	49.95	449.55	300.00	(149.55)	149.9
100-20-55200-300	FACILITY EQUIPMENT/PARKS&GROU	.00.	1,090.00	1,000.00	(90.00)	109.0
100-20-55200-302	FACILITY MAINT/REPAIR/PARKS&GR	299.07	3,125.84	4,500.00		1,374.16	69.5

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEX	PENDED	PCNT
100-20-55200-303	ELECTRICITY/HARBORSIDE/WETLAN	130.56	702.62	700.00	(2.62)	100.4
100-20-55200-353	EQUIPMENT REPAIR/MAINT/PARKS	47.99	745.03	2,500.00	(1,754.97	29.8
100-20-55200-830	OTHER IMPR OUTLAY/PARKS/TREES	.00	4,832.13	31,000.00		26,167.87	15.6
100-20-55200-840	PROJECT OUTLAY/PARKS&GROUNDS	2.832.38	28,627.38	5,000.00	(23,627.38)	572.6
100-20-55420-305	WELL TESTS/BEACH	30.00	150.00	.00	(150.00)	.0
100-20-55420-308	SEWER FEES/BEACH	.00	409.20	500.00	(90.80	81.8
100 20 00 120 000	SEWERT ELG/BE/KOTT		100.20				
	TOTAL PUBLIC WORKS	49,673.21	701,699.24	451,102.59		250,596.65)	155.6
	FIRE						
100-50-52100-301	LAW ENFORCEMENT	.00	.00	5,000.00		5,000.00	.0
100-50-52200-100	SALARIES	1,520.84	16,729.24	19,500.00		2,770.76	85.8
100-50-52200-101	SS/MED	604.37	4,137.11	5,000.00		862.89	82.7
100-50-52200-102	RETIREMENT	151.38	1,225.92	800.00	(425.92)	153.2
100-50-52200-103	HEALTH INSURANCE	233.64	1,746.17	3,000.00		1,253.83	58.2
100-50-52200-105	WORKERS COMPENSATION	.00	536.56	1,000.00		463.44	53.7
100-50-52200-106	LOSA (AD)	.00	.00	8,000.00		8,000.00	.0
100-50-52200-211	PROPERTY INSURANCE	.00	701.00	713.95		12.95	98.2
100-50-52200-302	FACILITY MAINTENANCE/REPAIR	302.23	2,213.27	7,000.00		4,786.73	31.6
100-50-52200-304	LP GAS	.00	691.94	1,400.00		708.06	49.4
100-50-52200-310	VEHICLE FUEL	177.73	2,849.87	5,500.00		2,650.13	51.8
100-50-52200-312	CELLPHONE	49.45	493.69	800.00		306.31	61.7
100-50-52200-320	TRAINING/CONFERENCES	.00	6,885.47	13,000.00		6,114.53	53.0
100-50-52200-333	OFFICE SUPPLIES/EXPENCES	.00	83.60	300.00		216.40	27.9
100-50-52200-335	PROFESSIONAL DUES/EXPENCES	.00	974.10	700.00	(274.10)	139.2
100-50-52200-340	VEHICLE INSURANCE	.00	5,293.44	5,996.98	•	703.54	88.3
100-50-52200-353	EQUIPMENT REPAIR/MAINTENANCE	7,617.31	24,059.42	27,000.00		2,940.58	89.1
100-50-52200-368	PREVENTION MATERIALS (AD)	.00	.00	300.00		300.00	.0
100-50-52200-369	FIRE NUMBER IMPROVEMENTS	.00	509.24	.00	(509.24)	.0
100-50-52200-370	PAGER MAINTENANCE	.00	42.45	500.00	•	457.55	8.5
100-50-52200-371	EQUIPMENT	8,342.58	34,842.46	40,000.00		5,157.54	87.1
100-50-52200-372	EPHRAIM FIRE CALLS	192.00	5,150.00	7,000.00		1,850.00	73.6
100-50-52200-373	MID DOOR FIRE CALLS	.00	253.00	.00	(253.00)	.0
100-50-52200-374	MUTUAL AID FIRE CALLS	4,656.00	9,816.00	8,500.00	(1,316.00)	115.5
100-50-52200-375	EPHRAIM FIRE MTGS	1,464.00	14,340.50	23,000.00	•	8,659.50	62.4
100-50-52200-376	MID DOOR FIRE MTGS	.00	.00	2,000.00		2,000.00	.0
100-50-52200-378	EPHRAIM EVENT CALLS	.00	333.25	475.00		141.75	70.2
100-50-52200-379	INSPECTION/DATA ENTRY (AD)	.00	1,365.25	3,500.00		2,134.75	39.0
100-50-52200-810	EQUIPMENT OUTLAY	.00	1,257.10	4,000.00		2,742.90	31.4
100-50-52300-377	FIRST RESPONDER EXPENCES	.00	11,134.40	8,000.00	(3,134.40)	139.2
	TOTAL FIRE	25,311.53	147,664.45	201,985.93		54,321.48	73.1
	TOTAL FUND EXPENDITURES	109,014.42	1,668,162.89	1,549,567.35	(118,595.54)	107.7
	NET REVENUE OVER EXPENDITURES	(69,319.79)	403,179.64	516,713.68		113,534.04	78.0

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	PUBLIC WORKS					
201-20-46410 201-20-48100	WATER TEST REVENUE WATER ACCOUNT INTEREST	3,964.95	43,031.25 746.94	36,100.00 .00	(6,931.25) (746.94)	119.2
	TOTAL PUBLIC WORKS	3,964.95	43,778.19	36,100.00	(7,678.19)	121.3
	TOTAL FUND REVENUE	3,964.95	43,778.19	36,100.00	(7,678.19)	121.3

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER					
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	341.70	590.48	1,000.00	409.52	59.1
201-30-53700-335	PROFESSIONAL DUES/EXPENSES	.00	596.00	400.00	(196.00)	149.0
201-30-53700-397	WATER TESTING COSTS	149.63	12,397.97	12,800.00	402.03	96.9
201-30-53700-398	WATER TESTING OPERATIONS EXP	4,559.66	7,978.55	8,400.00	421.45	95.0
201-30-53700-400	VEHICLE REPLACEMENT	.00	.00	3,500.00	3,500.00	.0
	TOTAL WASTEWATER	5,050.99	21,563.00	36,100.00	14,537.00	59.7
	TOTAL FUND EXPENDITURES	5,050.99	21,563.00	36,100.00	14,537.00	59.7
	NET REVENUE OVER EXPENDITURES	(1,086.04)	22,215.19	.00	(22,215.19)	.0

DOCKS FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	ET UNEXPENDED	
	DOCKS					
202-40-46751	MOORINGS	.00	9,528.84	10,000.00	471.16	95.3
202-40-46752	SEASONAL SLIPS	.00	84,407.62	82,000.00	(2,407.62)	102.9
202-40-46753	LAUNCHING FEES	.00	10,780.00	10,000.00	(780.00)	107.8
202-40-46754	TRANSIENT FEES	.00	23,904.71	15,000.00	(8,904.71)	159.4
202-40-46755	SEASONAL DINGHY FEES	.00	943.91	1,500.00	556.09	62.9
202-40-46756	SEASONAL LAUNCH FEES	.00	1,575.00	2,000.00	425.00	78.8
202-40-48100	INTEREST INCOME	.00	5,404.80	500.00	(4,904.80)	1081.0
	TOTAL DOCKS	.00	136,544.88	121,000.00	(15,544.88)	112.9
	TOTAL FUND REVENUE	.00	136,544.88	121,000.00	(15,544.88)	112.9

DOCKS FUND

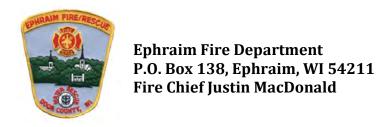
		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	DOCKS					
202-40-55430-100	SALARIES	30.00	18,052.78	27,000.00	8,947.22	66.9
202-40-55430-101	SS/MED	2.30	1,381.06	900.00	(481.06)	153.5
202-40-55430-105	WORKERS COMPENSATION	.00	317.24	660.02	342.78	48.1
202-40-55430-110	PERSONEL SERVICES	.00	.00	19,900.00	19,900.00	.0
202-40-55430-211	PROPERTY INSURANCE	.00	5,300.00	5,398.20	98.20	98.2
202-40-55430-303	ELECTRICITY	279.49	1,886.23	1,800.00	(86.23)	104.8
202-40-55430-305	WELL TESTS	60.00	210.00	.00	(210.00)	.0
202-40-55430-307	WATER TREATMENT	.00	.00	1,000.00	1,000.00	.0
202-40-55430-308	SEWER FEES	.00	372.00	496.00	124.00	75.0
202-40-55430-309	INTERNET	114.99	1,215.87	1,000.00	(215.87)	121.6
202-40-55430-312	CELLPHONE	22.68	225.99	600.00	374.01	37.7
202-40-55430-331	POSTAGE	.00	82.48	175.00	92.52	47.1
202-40-55430-333	OFFICE SUPPLIES/EXPESES	.00	514.77	1,200.00	685.23	42.9
202-40-55430-334	COMPUTER SUPPLIES/EXPENCES	.00	3,588.00	2,000.00	(1,588.00)	179.4
202-40-55431-240	BUOYS & PLACEMENT	.00	246.73	7,500.00	7,253.27	3.3
202-40-55431-360	DOCK REPAIR	.00	1,014.92	8,000.00	6,985.08	12.7
202-40-55431-361	DOCK EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
202-40-55431-362	MINOR PROJECTS	2,054.98	14,622.44	10,000.00	(4,622.44)	146.2
202-40-55431-810	EQUIPMENT OUTLAY	.00	29,500.00	31,870.78	2,370.78	92.6
	TOTAL DOCKS	2,564.44	78,530.51	121,000.00	42,469.49	64.9
	TOTAL FUND EXPENDITURES	2,564.44	78,530.51	121,000.00	42,469.49	64.9
	NET REVENUE OVER EXPENDITURES	(2,564.44)	58,014.37	.00	(58,014.37)	.0

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER					
610-30-41900	MISC NONOPERATING INCOME/TAX	.00	128,059.00	128,059.00	.00	100.0
610-30-44900	CONNECT/HT PERMIT FEES	3,900.00	3,900.00	.00	(3,900.00)	.0
610-30-45190	0.045 LATE CHARGE-SEWERED CUS	.00	81.60	1,500.00	1,418.40	5.4
610-30-46410	SEWER CHARGES	.00	282,398.96	376,669.00	94,270.04	75.0
610-30-46411	HOLDING TANK/SEPTIC CHARGES	10,946.64	24,714.32	24,000.00	(714.32)	103.0
610-30-46730	MISC RENTALS/SERVICES	.00	.00	1,000.00	1,000.00	.0
610-30-48100	INTEREST ON INVESTMENTS	.00	27,131.75	.00	(27,131.75)	.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	14,846.64	466,285.63	545,128.00	78,842.37	85.5
	TOTAL FUND REVENUE	14,846.64	466,285.63	545,128.00	78,842.37	85.5

WASTEWATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
	WASTEWATER					
610-30-54270-601	DEBT INTEREST EXPENSE	.00	3,173.82	.00	(3,173.82)	.0
610-30-57401-100	SALARIES	12,036.88	142,655.80	148,201.38	5,545.58	96.3
610-30-57401-101	SS/MED	812.99	9,723.07	11,337.41	1,614.34	85.8
610-30-57401-102	RETIREMENT	830.54	9,843.14	10,077.69	234.55	97.7
610-30-57401-103	HEALTH INSURANCE	3,772.14	41,262.46	41,140.31	(122.15)	100.3
610-30-57401-104	DISABILITY INSURANCE	296.38	1,630.09	2,000.00	369.91	81.5
610-30-57401-105	WORKERS COMPENSATION	655.00	4,992.80	9,024.86	4,032.06	55.3
610-30-57401-200	LEGAL FEES	.00	.00	1,000.00	1,000.00	.0
610-30-57401-211	PROPERTY INSURANCE	.00	7,334.00	7,468.66	134.66	98.2
610-30-57401-306	PHONE	392.46	4,266.66	3,600.00	(666.66)	118.5
610-30-57401-310	VEHICLE FUEL	283.88	2,247.21	2,500.00	252.79	89.9
610-30-57401-311	VEHICLE MAINTENANCE	179.18	3,180.94	4,000.00	819.06	79.5
610-30-57401-312	CELLPHONES	102.68	1,003.82	600.00	(403.82)	167.3
610-30-57401-320	TRAINING/CONFERENCES	352.35	2,508.87	8,000.00	5,491.13	31.4
610-30-57401-331	POSTAGE	.00	84.35	500.00	415.65	16.9
610-30-57401-333	OFFICE SUPPLIES/EXPENSES	.00	77.50	250.00	172.50	31.0
610-30-57401-334	COMPUTER SUPPLIES/EXPENSES	61.92	1,605.17	1,500.00	(105.17)	107.0
610-30-57401-335	PROFESSIONAL DUES/EXPENSES	.00	2,361.07	4,000.00	1,638.93	59.0
610-30-57401-337	AUDITING EXPENSES	.00	6,358.08	5,000.00		127.2
610-30-57401-340	VEHICLE INSURANCE	.00			(1,358.08) 190.07	
			1,430.28	1,620.35		88.3
610-30-57401-343	CONTINGENCY	.00	120.12	1,500.00	1,379.88	8.0
610-30-57401-344	UNIFORMS CROUNDS MAINTENANCE	.00	.00	450.00	450.00	.0
610-30-57401-387	GROUNDS MAINTENANCE	63.17	267.20	500.00	232.80	53.4
610-30-57401-389	SAFETY EXPENSES	180.00	935.79	1,000.00	64.21	93.6
610-30-57402-210	OTHER CONTRACTUAL SERVICES	212.31	1,852.14	2,000.00	147.86	92.6
610-30-57402-303	ELECTRICITY	4,781.26	25,114.67	27,000.00	1,885.33	93.0
610-30-57402-304	LP GAS	.00	1,781.65	1,500.00	(281.65)	118.8
610-30-57402-351	HARDWARE/TOOLS	10.86	776.26	1,300.00	523.74	59.7
610-30-57402-380	CHEMICALS PLANT	4,002.68	8,071.96	9,000.00	928.04	89.7
610-30-57402-381	CHEMICALS LAB	.00	1,603.69	3,000.00	1,396.31	53.5
610-30-57402-382	LAB EQUIPMENT & REPAIR	455.83	5,474.09	2,000.00	(3,474.09)	273.7
610-30-57402-383	SLUDGE EXPENSE	6,918.00	21,852.75	20,000.00	(1,852.75)	109.3
610-30-57402-385	PLANT EQUIPMENT & REPAIR	392.97	9,782.03	10,000.00	217.97	97.8
610-30-57402-386	ODOR CONTROL	40.00	4,233.31	2,600.00	(1,633.31)	162.8
610-30-57402-390	UV PLANT DISINFECTION	.00	3,698.40	4,500.00	801.60	82.2
610-30-57402-810	EQUIPMENT OUTLAY	.00	20,807.20	7,500.00	(13,307.20)	277.4
610-30-57403-303	ELECTRICITY	1,025.29	7,038.97	7,200.00	161.03	97.8
610-30-57403-304	LP GAS	.00	.00	1,000.00	1,000.00	.0
610-30-57403-384	COLLECTION SYSTEM MAINT	19.07	9,426.08	12,500.00	3,073.92	75.4
610-30-57404-810	EQUIPMENT OUTLAY	6,837.08	170,370.34	10,698.33	(159,672.01)	1592.5
	TOTAL WASTEWATER	44,714.92	538,945.78	387,068.99	(151,876.79)	139.2
	TOTAL FUND EXPENDITURES	44,714.92	538,945.78	387,068.99	(151,876.79)	139.2
	NET REVENUE OVER EXPENDITURES	(29,868.28)	(72,660.15)	158,059.01	230,719.16	(46.0)



EPHRAIM RUNS: 1

11-28-24 9828 Water St. 6 Firefighters Smoke in home/Ventilate

EPHRAIM EMR CALLS: 2

MUTUAL AID (MA) AUTO AID (AA) or MABAS RUNS: 5

11-08-24 GFD 4192 Main St. (AA)	11 Firefighters	Chimney Fire/Assist on scene
11-13-24 GFD 3861 Gibraltar Rd. (AA)	4 Firefighters	Smoke in house/Cancelled at station
11-14-24 SBLG 10533 Cherrywood Ct. (AA)) 6 Firefighters	Dryer Fire/Assist on scene
11-21-14 SBLG 10541 Fieldcrest Rd. (AA)	5 Firefighters	Possible Fire/Cancelled at station
11-27-24 GFD 4170 Skiview Rd. (AA)	5 Firefighters	Smoke in house/Cancelled at scene

YEAR TO DATE FIRE CALLS: 57 YEAR TO DATE EMS CALLS: 58

TRAINING COMPLETED:

Ephraim Home Meeting:

Our 1st home training was conducted on November 7th and consisted of Chimney Fire operations. Firefighters trained on ladder usage, SCBA, proper fire removal from Firebox, property conservation and extinguishment methods for Chimney Fires. Firefighters also reviewed several recent calls during the business meeting portion of the evening. 12 Firefighters participated in this training.

2nd Home Meeting:

Our 2nd home meeting was held November 21st and training was on Ice Rescue. Firefighters reviewed all aspects of Ice Rescue from Patient Contact, Rescue Procedures, Ice Rescue Suits, Slings, FAST Board operations for Ice Rescues and general Ice Rescue Safety procedures. 16 Firefighters participated in this training.

Other Training:

-EMR's attended monthly training.

Other:

- -Firefighters performed Weekly Truck Checks and preformed minor repairs that were needed.
- -Rescue Boat was removed from water and placed in storage for winter months.
- -Brush Truck was winterized for season.

Justin MacDonald Fire Chief Ephraim Fire Department

Village of Ephraim Physical Facilities/Utilities November Maintenance Manager Report

Work done in November:

- Weekly Cleaning of Administration Office & Library along with Set-up and Tear Down of Village Hall as needed
- Set-up for Presidential Election
- Clean out all Bathroom Storage areas for winter
- Hauled 54 loads of Yard Waste to Dump & Push up area at dump
- Repair sink drain at Administration Office
- Investigate and find leak in Roof at Village Hall/Repairs were made to multiple locations on the roof area
- Townline Timber removed Tree in front of Library that was causing issues
- Finish fall clean ups & Lawn Mowing
- Put up Flags for Veterans Day on 11/8 & Take down 11/12
- Set-up Salt Storage area in Cold Storage Building & Received 1 load of Salt from Highway Department
- Prep several items for Wisconsin Surplus Sale (Leaf Vac & Pole Saws)
- Removed and redid landscaping around Visitor Center
- Installed Silt Fence on Beach for Winter
- Repaired multiple old streetlights (bulbs burnt out)
- Cut several trees that fell during high winds
- Sweep multiple roads of debris
- Put of 4 Fire numbers
- Dress F-350 for possible snow removal
- Put up Christmas Décor
 - New Star at Anderson Dock
 - o Lights on Tree across from Village Hall
 - o Decorations on front of Village Hall
 - o Decorations at Harbor Side
 - o Lights at Wetlands
 - o Banners & Lights on Streetlights
- Meet with Northern Electric & Wulf Brothers regarding installation of Split unit at Library. Scheduled for December.
- New Windshield installed on F-550
- Vehicle Maintenance on F-350 & F-550 (Oil Changes, etc.) All in-house

Respectfully Submitted

Justin MacDonald Maintenance Manager <u>jmacdonald@ephraim.wi.gov</u>

Village of Eph	raim		· ·	Invoice Report lates: ALL-ALL				Dec 06,	Page: 2024 09:36AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
13 FRONTIEF 262-159-073		Phone Charges-WW 262-159-0737	Invoice	11/25/2024	12/11/2024	419.92		419.92	610-30-5740
Total 26	2-159-0737-11	-24 :				419.92	.00	419.92	
Total 13	FRONTIER:					419.92	.00	419.92	
18 FERRELL									
1128362241		Propane VH	Invoice	11/04/2024	12/11/2024	260.43			100-10-5160
	28362241:					260.43	.00	260.43	
1128526095		Propane VH	Invoice	11/13/2024	12/11/2024	169.54			100-10-5160
	28526095:					169.54	.00	169.54	
2039952433	1	Propane WW	Invoice	11/13/2024	12/11/2024	90.11		90.11	610-30-5740
	39952433:	_				90.11	.00	90.11	
	FERRELLGA					520.08	.00	520.08	
24 WISCONS 0403256491-	IN PUBLIC SE	ERVICE Streetlights	Invoice	11/25/2024	12/11/2024	662.45		662.45	100-20-5342
Total 04	03256491-22-	11-24:				662.45	.00	662.45	
Total 24	WISCONSIN	PUBLIC SERVICE:				662.45	.00	662.45	
	E & SAFETY								
D135955		Annual Extinguisher WW	Invoice	11/25/2024	12/11/2024	193.65			610-30-5740
Total D						193.65	.00	193.65	
D136012		Annual Extinguisher Village	Invoice	11/25/2024	12/11/2024	469.02			100-20-5332
Total D						469.02	.00	469.02	
	VAN'S FIRE 8					662.67	.00	662.67	
61 LEAGUE (10170-2025		N MUNICIPALITIES 2025 League Dues	Invoice	11/21/2024	12/11/2024	1,929.38		1,929.38	100-10-5140
Total 10	170-2025:					1,929.38	.00	1,929.38	
Total 61	LEAGUE OF	WISCONSIN MUNICIPALITIES:				1,929.38	.00	1,929.38	
64 CULLIGAN NOV2024	N 1	Salt for Water Softener	Invoice	11/14/2024	12/11/2024	44.60		44.60	201-30-5370
Total No	OV2024:					44.60	.00	44.60	
Total 64	CULLIGAN:					44.60	.00	44.60	
65 HACH CO		Hook DR2000 9 Assess	lpvois -	44/49/0004	10/44/0004	44 724 05		44 704 05	640.20.5742
101106860V	1	Hach DR3900 & Accessories	Invoice	11/13/2024	12/11/2024	11,734.95		11,734.95	610-30-5740

Village of Eph	raim		-	nvoice Report ates: ALL-ALL				Dec 06,	Page: 2024 09:36AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 10)1106860V2:					11,734.95	.00	11,734.95	
14266523	1	Hach DR3900 & Accessories-Freight	Invoice	11/20/2024	12/11/2024	104.39		104.39	610-30-5740
Total 14	1266523:					104.39	.00	104.39	
Total 65	5 HACH COMP	PANY:				11,839.34	.00	11,839.34	
70 HYDROCL	EAN EQUIPM	IENT INC.							
27854	1	Coastal Graffiti Striper/Cleaner	Invoice	10/10/2024	12/11/2024	108.00		108.00	202-40-5543
Total 27	7854:					108.00	.00	108.00	
28247	1	Repair on Steam Cleaner	Invoice	11/06/2024	12/11/2024	353.10		353.10	610-30-5740
Total 28	3247:					353.10	.00	353.10	
Total 70) HYDROCLEA	AN EQUIPMENT INC.:				461.10	.00	461.10	
	UTO REPAIR			44/00/0004	10/11/0001			50.00	0.40.00.55.40
76373	1	Oil Change & Maintenance of F-350	Invoice	11/06/2024	12/11/2024	52.99		52.99	610-30-5740
Total 76	3373:					52.99	.00	52.99	
Total 71	I WEBER AUT	O REPAIR LLC:				52.99	.00	52.99	
88 WI MUNIC MEMBERSHI	IPAL CLERKS	S ASSOC Membership Fees-Andrea Collak	Invoice	11/19/2024	12/11/2024	65.00		65.00	100-10-5140
Total M	EMBERSHIP:					65.00	.00	65.00	
Total 88	3 WI MUNICIPA	AL CLERKS ASSOC:				65.00	.00	65.00	
98 EPHRAIM	BUSINESS C	OUNCIL							
VHDEPOSIT	1	2024 VH Rental Deposit Refund	Invoice	12/01/2024	12/11/2024	250.00		250.00	100-23200
Total VI	HDEPOSIT202	4:				250.00	.00	250.00	
Total 98	BEPHRAIM BU	JSINESS COUNCIL:				250.00	.00	250.00	
		RYAN SCHLEY							
2024-330003	1	Road Maintenance- Cherry Ln	Invoice	10/01/2024	12/11/2024	26.96		26.96	100-20-5330
Total 20)24-33000351:					26.96	.00	26.96	
2024-330004	1	Maintenance-Cold Mix	Invoice	11/21/2024	12/11/2024	32.71		32.71	100-20-5330
Total 20)24-33000439:					32.71	.00	32.71	
8856-2024	1	121-24-0034D1 RE/2024	Invoice	12/06/2024	12/11/2024	3,365.54		3,365.54	202-40-5543

3,365.54

3,425.21

.00

.00

3,365.54

3,425.21

Total 3856-2024:

Total 138 COUNTY OF DOOR - RYAN SCHLEY:

Page: 3	Dec 06,				nvoice Report ates: ALL-ALL	•	/illage of Ephraim		
GL Account Number	Net Invoice Check Amount	Discount Amount	Invoice Amount	Due Date	Invoice Date	Туре	Description	Sequence Number	Invoice Number
100-20-5330	1,395.00		1,395.00	12/11/2024	11/26/2024	Invoice	SERVICES INC Northern Path Engineering		195 AECOM 1 2000959503
100-20-3330				12/11/2024	11/20/2024	IIIvoice	Northern Fath Engineering		
	1,395.00	.00	1,395.00				OLINIOAL OFFINIOFO INO	00959503:	
	1,395.00	.00	1,395.00				CHNICAL SERVICES INC:		
610-30-5740	291.14		291.14	12/11/2024	11/19/2024	Invoice	NC. BOD Supplies	Wisconsin in 1	128 NCL OF N 12029
	291.14	.00	291.14					2029:	Total 51
	291.14	.00	291.14				SCONSIN INC.:	8 NCL OF WIS	Total 22
							LITIES	ON BAY UTILI	20 STURGE
610-30-5740	3,150.00		3,150.00	12/11/2024	11/25/2024	Invoice	35,000 Gals Biosolids	1	14949
	3,150.00	.00	3,150.00					949:	Total 14
	3,150.00	.00	3,150.00				N BAY UTILITIES:	0 STURGEON	Total 32
100-50-5220	680.84		689.84	12/11/2024	11/19/2024	Invoice	SAFETY INC Black Diamond Bunker Boots	SON FIRE & SA	76 JEFFERS
100-50-5220				12/11/2024	11/19/2024	invoice	black Diamond bunker boots		
	689.84	.00	689.84					320684:	
	689.84	.00	689.84				N FIRE & SAFETY INC:	6 JEFFERSON	Iotal 37
610-30-5740	1,522.25		1,522.25	12/11/2024	11/21/2024	Invoice	D SERVICES Service Call for Plant Generator	S SALES AND 1	21 CUMMIN 4-24117354
	1,522.25	.00	1,522.25					l-241173544:	Total F4
	1,522.25	.00	1,522.25				SALES AND SERVICES:	1 CUMMINS S	Total 42
							AL INC	AKES TV SEA	56 GREAT L
610-30-5740	2,500.00		2,500.00	12/11/2024	11/29/2024	Invoice	Televising 4,060ft Sewer Pipe	1	23138
	2,500.00	.00	2,500.00					138:	Total 23
	2,500.00	.00	2,500.00				KES TV SEAL INC:	6 GREAT LAK	Total 45
400 00 5000	077.50		077.50	40/44/0004	44/00/0004	loveice	O ROOFING LLC		
100-20-5332			977.50	12/11/2024	11/22/2024	Invoice	Hall Roof Repair		24-514
	977.50	.00	977.50						Total 24
	977.50	.00	977.50				EY REFINED ROOFING LLC:	2 VAN DE HEY	Total 46
	1,169.32		1,169.32	12/11/2024	11/25/2024	Invoice	OUNTY CLERK 2024 Election & WisVote Charges		541 COUNTY 2024-100000
100-10-5144									
100-10-5144	1,169.32	.00	1,169.32				:	24-10000017:	Total 20

Village of Ephraim	Unpaid Invoice Report	Page: 4
	Penort dates: ALL-ALL	Dec 06, 2024, 00:36AM

Report dates: ALL-ALL Dec 06, 2024							2024 09:36AM		
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
543 CELLCOI	M WISCONSIN	N PSA 10						-	
051392		Cell Phone Charges-Spartan Go Cam	Invoice	11/22/2024	12/11/2024	13.78		13 78	100-20-5300
051392		Cell Phone Charges-WW	Invoice	11/22/2024	12/11/2024	117.76			610-30-5740
051392		Cell Phone Charges-Admin	Invoice	11/22/2024	12/11/2024	61.25			100-10-5140
051392	4	Cell Phone Charges-Maintenance	Invoice	11/22/2024	12/11/2024	21.07			100-20-5300
051392	5	Cell Phone Charges-FD	Invoice	11/22/2024	12/11/2024	26.77		26.77	100-50-5220
051392	6	Cell Phone Charges-FD	Invoice	11/22/2024	12/11/2024	22.76		22.76	100-50-5220
051392	7	Cell Phone Charges-Marina	Invoice	11/22/2024	12/11/2024	22.76		22.76	202-40-5543
Total 05	1392:					286.15	.00	286.15	
Total 54	3 CELLCOM V	WISCONSIN RSA 10:				286.15	.00	286.15	
605 NORTHE	RN LAKE SEF	RVICE INC							
2420240		Ammonia Test-Novemberr 2024	Invoice	11/19/2024	12/11/2024	22.44		22.44	610-30-5740
Total 24	20240:					22.44	.00	22.44	
Total 60	5 NORTHERN	I LAKE SERVICE INC:				22.44	.00	22.44	
701 VILLAGE	OF FRURAIN	MOENI						-	
DELSEWER		Account #336-Linda Neuman	Invoice	11/22/2024	12/11/2024	265.86		265.86	100-12000
DELSEWER		Account#406-Kristin Webster	Invoice	11/22/2024	12/11/2024	890.78			100-12000
DELSEWER		Account# 421-Kim Olson	Invoice	11/22/2024	12/11/2024	267.60			100-12000
Total DE	ELSEWER202	4:				1,424.24	.00	1,424.24	
Total 70	1 VILLAGE OF	F EPHRAIM/GENL:				1,424.24	.00	1,424.24	
759 DOOR CO	OLINTY PIGGI	Y WIGGI Y							
NOV222024		H2O-Admin	Invoice	11/22/2024	12/11/2024	43.16		43.16	100-10-5140
Total NO	OV222024:					43.16	.00	43.16	
Total 75	9 DOOR COU	NTY PIGGLY WIGGLY:				43.16	.00	43.16	
766 QUADIEN	NT LEASING U	JSA INC							
Q1603687	1	System Rental	Invoice	11/18/2024	12/11/2024	195.51		195.51	100-10-5140
Total Q1	1603687:					195.51	.00	195.51	
Total 76	6 QUADIENT	LEASING USA INC:				195.51	.00	195.51	
799 AFLAC A	ATTN: REMIT	TANCE PROCESSING							
116980	1	Supplemental Insurance	Invoice	11/20/2024	12/11/2024	291.64		291.64	100-21515
Total 11	6980:					291.64	.00	291.64	
782287	1	Supplemental Insurance	Invoice	11/07/2024	12/11/2024	291.64		291.64	100-21515
Total 78	2287:					291.64	.00	291.64	
Total 79	9 AFLAC ATT	N: REMITTANCE PROCESSING:				583.28	.00	583.28	
980 JUSTIN N	MACDONALD					_			
CDL-WW		Reimbursement for CDL Renewal	Invoice	11/19/2024	12/11/2024	75.48		75.48	610-30-5740

			Report dates: ALL-ALL				Dec 06, 2024 09:36AM			
Invoice S Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number	
Total CDL-	·WW:					75.48	.00	75.48		
Total 980 J	JUSTIN MAG	CDONALD:				75.48	.00	75.48		
997 EPHRAIM LI										
VHDEPOSIT	1	2024 VH Rental Deposit Refund	Invoice	12/01/2024	12/11/2024	250.00		250.00	100-23200	
Total VHDE	EPOSIT202	4:				250.00	.00	250.00		
Total 997 E	EPHRAIM L	BRARY COMMITTEE:				250.00	.00	250.00		
999 EPHRAIM HI /H DEPOSIT			Invoice	12/01/2024	12/11/2024	250.00		250.00	100-23200	
		VH Rental Deposit Refund	invoice	12/01/2024	12/11/2024				100-23200	
Total VH D	EPOSIT 20	24:				250.00	.00	250.00		
Total 999 E	EPHRAIM H	ISTORICAL FOUNDATION:				250.00	.00	250.00		
1047 GFL ENVIR J500000858		. L Trash-10/27-12/31/24	Invoice	11/20/2024	12/11/2024	137.23		137 23	100-20-5362	
Total U500				,,,	,.,,,	137.23	.00	137.23	.00 20 0002	
		D		44/00/0004	40/44/0004				400 00 5000	
J500000858	1	Recycle-12/1-12/31/2024	Invoice	11/20/2024	12/11/2024	842.16		842.16	100-20-5362	
Total U500	000085861:					842.16	.00	842.16		
Total 1047	GFL ENVIF	RONMENTAL:				979.39	.00	979.39		
1064 KIM ROBE DEC2024		Phone Reimbursement-December 2024	Invoice	12/01/2024	12/11/2024	15.00		15.00	100-10-5140	
Total DEC2	2024:					15.00	.00	15.00		
Total 1064	KIM ROBE	RTS:				15.00	.00	15.00		
1178 NICOLET N	NATIONAL	BANK								
MS2X8AGA9		6 Christmas Lights-Anderson Dock	Invoice	10/23/2024	12/11/2024	149.94			100-10-5530	
MS2X8AGA9		2x White Rags	Invoice	10/23/2024	12/11/2024	15.70			100-20-5332	
AS2X8AGA9		5 Swiffer Wet Jets, 2 Swiffer Refills & 3	Invoice	10/23/2024	12/11/2024	152.33			100-20-5332	
AS2X8AGA9		1 3/4 Driver Rachet, Drill Bit Set, 1 15/1	Invoice	10/23/2024 10/23/2024	12/11/2024 12/11/2024	117.95			100-20-5332	
MS2X8AGA9 MS2X8AGA9		Suede Leather Glove 4 Tarps	Invoice Invoice	10/23/2024	12/11/2024	15.99 9.96			100-20-5300 100-20-5520	
MS2X8AGA9		5 Cs Antifreeze	Invoice	10/23/2024	12/11/2024	84.00			100-20-5520	
Total MS2X	X8AGA9Y:					545.87	.00	545.87		
MS5W62B7S	1	Insoles & Safety Glasses	Invoice	10/23/2024	12/11/2024	78.57		78.57	100-20-5300	
Total MS5V	W62B7ST:					78.57	.00	78.57		
MZ000R5TR	1	Decibel Meter	Invoice	10/29/2024	12/11/2024	36.88		36.88	100-50-5210	
Total MZ00	00R5TR6:					36.88	.00	36.88		
		Mower Fuel							100-20-5331	

Village of Ephraim	Unpaid Invoice Report	Page: 6
	Report dates: ALL-ALL	Dec 06 2024 09:36AM

			Report d	ates: ALL-ALL				Dec 06,	2024 09:36AN
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total M	Z00175679:					105.81	.00	105.81	
ND0011ZED	1	Pager Repair Supplies	Invoice	11/12/2024	12/11/2024	171.05		171.05	100-50-5220
Total NE	00011ZEDA:					171.05	.00	171.05	
ND4A7M72S	1	5 Pk Radio Antenas	Invoice	11/11/2024	12/11/2024	25.98		25.98	100-50-5220
Total NE	04A7M72S1:					25.98	.00	25.98	
NQS66HF7D	1	New Wndshield for F-550	Invoice	11/11/2024	12/11/2024	362.56		362.56	100-20-5331
Total NO	QS66HF7DL:					362.56	.00	362.56	
Total 11	78 NICOLET N	NATIONAL BANK:				1,326.72	.00	1,326.72	
190 DANIEL									
DEC2024	1	Cell Phone Reimbursement-December	Invoice	12/01/2024	12/11/2024	15.00		15.00	610-30-5740
Total DE	EC2024:					15.00	.00	15.00	
Total 11	90 DANIEL OA	AKLEY:				15.00	.00	15.00	
248 DOOR C 461		File Shares Credential Issue-Remote	Invoice	10/23/2024	12/11/2024	82.00		82.00	100-10-5140
Total 44	61:					82.00	.00	82.00	
493	1	Server Fan Settings Adjusted-On Site	Invoice	11/02/2024	12/11/2024	120.00		120.00	100-10-5140
Total 44	93:					120.00	.00	120.00	
1502	1	System Maintenance	Invoice	11/06/2024	12/11/2024	125.00		125.00	100-10-5140
Total 45	02:					125.00	.00	125.00	
546	1	Huntress, Data Protection w/Cove Back	Invoice	11/15/2024	12/11/2024	167.32		167.32	100-10-5140
Total 45	46:					167.32	.00	167.32	
Total 12	48 DOOR CO	UNTY IT:				494.32	.00	494.32	
257 JAKE B	ASTIAN								
DEC2024	1	Phone Reimbursement-December 2024	Invoice	12/01/2024	12/11/2024	15.00		15.00	100-20-5300
Total DE	EC2024:					15.00	.00	15.00	
Total 12	57 JAKE BAS	TIAN:				15.00	.00	15.00	
273 INSPEC IOV2024	TION SPECIA	LIST LLC Building Permits	Invoice	12/03/2024	12/11/2024	315.00		315.00	100-10-4431
Total NO		·	-			315.00	.00	315.00	
		ON SPECIALIST LLC:				315.00	.00	315.00	

Village of Eph	nraim			nvoice Report ates: ALL-ALL				Dec 06,	Page: 7 2024 09:36AM
Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
1282 DELTA 2253358	DENTAL OF V	VISCONSIN Supplemental Insurance-Bristol & Ras	Invoice	11/25/2024	12/11/2024	132.40		132.40	100-21560
Total 22	253358:					132.40	.00	132.40	
Total 12	282 DELTA DE	NTAL OF WISCONSIN:				132.40	.00	132.40	
1285 ACE HA	ARDWARE SIS	STER BAY							
8738	1	Continuity Tester, Chansaw Chain & Spa	Invoice	11/20/2024	12/11/2024	37.77		37.77	100-20-5520
Total 87	738:					37.77	.00	37.77	
Total 12	285 ACE HARD	DWARE SISTER BAY:				37.77	.00	37.77	
1302 DOBBE 2024SC0000	RSTEIN LAW	FIRM DC Case- 2024SC000026	Invoice	12/06/2024	12/11/2024	12.00		12.00	100-21517
Total 20)24SC000026-	12/2024:				12.00	.00	12.00	
Total 13	302 DOBBERS	TEIN LAW FIRM:				12.00	.00	12.00	
1305 BOUND	TREE MEDIC	CAL LLC							
40062946	1	Stethoscope & BP Cuff	Invoice	11/21/2024	12/11/2024	208.98		208.98	100-50-5220
Total 40	0062946:					208.98	.00	208.98	
Total 13	305 BOUND TE	REE MEDICAL LLC:				208.98	.00	208.98	
1313 SUMME INV7997		E CONSTRUCTION LLC Removal of Piers-Anderson Dock	Invoice	11/22/2024	12/11/2024	1,752.00		1,752.00	202-40-5543
Total IN	IV7997:					1,752.00	.00	1,752.00	
Total 13	313 SUMMERS	SET MARINE CONSTRUCTION LLC:				1,752.00	.00	1,752.00	
9068 CONWA 000034725		3x Helmet Fronts	Invoice	11/21/2024	12/11/2024	189.50		189.50	100-50-5220
Total 00	00034725:					189.50	.00	189.50	
Total 90	068 CONWAY	SHIELDS:				189.50	.00	189.50	
9186 ASSOC 177570		AISALCONSULTANTS INC Assessor Fees	Invoice	12/01/2024	12/11/2024	707.53		707.53	100-10-5153
Total 17	77570:					707.53	.00	707.53	
Total 91	186 ASSOCIAT	ED APPRAISALCONSULTANTS INC:				707.53	.00	707.53	
9290 ANDRE DEC2024		Cell Phone Reimbursement-December	Invoice	12/01/2024	12/11/2024	30.00		30.00	100-10-5140

30.00

30.00

.00

.00

30.00

30.00

Total DEC2024:

Total 9290 ANDREA COLLAK:

Village of Ephraim	Unpaid Invoice Report	Page: 8
	Report dates: ALL-ALL	Dec 06, 2024 09:36AM

Invoice Number	Sequence Number	Description	Туре	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total :						41,388.66	.00	41,388.66	
Grand T	otals:					41,388.66	.00	41,388.66	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-10-44310	315.00	.00	315.00
100-10-51400-312	106.25	.00	106.25
100-10-51400-331	195.51	.00	195.51
100-10-51400-333	43.16	.00	43.16
100-10-51400-334	494.32	.00	494.32
100-10-51400-335	1,994.38	.00	1,994.38
100-10-51440-316	1,169.32	.00	1,169.32
100-10-51530-210	707.53	.00	707.53
100-10-51601-304	429.97	.00	429.97
100-10-55300-316	149.94	.00	149.94
100-12000	1,424.24	.00	1,424.24
100-20-53000-312	49.85	.00	49.85
100-20-53000-344	94.56	.00	94.56
100-20-53302-820	1,454.67	.00	1,454.67
100-20-53310-310	105.81	.00	105.81
100-20-53310-311	362.56	.00	362.56
100-20-53322-301	15.70	.00	15.70
100-20-53322-302	1,446.52	.00	1,446.52
100-20-53322-350	152.33	.00	152.33
100-20-53322-351	117.95	.00	117.95
100-20-53420-303	662.45	.00	662.45
100-20-53620-210	842.16	.00	842.16
100-20-53621-210	137.23	.00	137.23
100-20-55200-229	84.00	.00	84.00
100-20-55200-302	9.96	.00	9.96
100-20-55200-353	37.77	.00	37.77
100-21515	583.28	.00	583.28
100-21517	12.00	.00	12.00
100-21560	132.40	.00	132.40
100-23200	750.00	.00	750.00
100-50-52100-301	36.88	.00	36.88
100-50-52200-312	49.53	.00	49.53
100-50-52200-370	197.03	.00	197.03
100-50-52200-371	879.34	.00	879.34
100-50-52200-810	208.98	.00	208.98
201-30-53700-397	44.60	.00	44.60
202-40-55430-312	22.76	.00	22.76
202-40-55430-335	3,365.54	.00	3,365.54
202-40-55431-362	108.00	.00	108.00
202-40-55431-810	1,752.00	.00	1,752.00
610-30-57401-306	419.92	.00	419.92
610-30-57401-311	52.99	.00	52.99
610-30-57401-312	132.76	.00	132.76
610-30-57401-320	75.48 22.44	.00 .00	75.48 22.44
610-30-57402-210			
610-30-57402-304	90.11	.00	90.11

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
610-30-57402-381	291.14	.00	291.14
610-30-57402-383	3,150.00	.00	3,150.00
610-30-57402-385	2,069.00	.00	2,069.00
610-30-57403-384	2,500.00	.00	2,500.00
610-30-57404-810	11,839.34	.00	11,839.34
Grand Totals:	41,388.66	.00	41,388.66

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	41,388.66	.00	41,388.66
Grand Totals:			
	41,388.66	.00	41,388.66

WB-25 BILL OF SALE

Seller conveys to Scott W. Pearson (Buy	er), for a good and valuable consideration,
all of Seller's interest in the personal property identified in the schedule at lines 3	
PERSONAL PROPERTY SCHEDULE	Balting and Aming After rates for the 1919 to the Land Contract Case.
The airplane hanger located at the Ephraim/Gibralter Airport in Fish Creek, Wi	isconsin. This hanger
is tangible property. The real estate upon which this hanger is attached is own	ned collectively by the Town of Gibralter and
is know as Ephraim-Gibralter Airport. The hanger is situated on real property	owned by the Town of Gibralter and leased to
The Seller assigns its interest in this lease also to the Buyer.	
The hanger is known as Hanger Site A-7. It is measured 42 feet wide and 32 fe	et deep.
Buyer shall pay Seller \$55,000 for the above stated Hanger.	
The hanger is being sold in an "as is" condition and no warranties are given for	or any reason other than the warranty
stated hereafter.	
Binary has been added at	40 2 1 2 4 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1 1
Buyer has inspected the property and accepts the hanger described above in	the form of a Bill of Sale as it is hereby state
ADDENDA The attached 2023 personal property tax bill and the lease Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will	is/are made part of this Bill of Sale. property free and clear of all liens and warrant and defend the same against the
The second secon	property free and clear of all liens and
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted.
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted.
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted.
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted.
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm].
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm].
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm].
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by (X) Seller's Signature A Print Name Here: Keven Schmidt	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm].
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by (x) Seller's Signature A Print Name Here: Keven Schmidt (x)	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm]. October 25, 2023 Date A
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by (x) Seller's Signature ♣ Print Name Here: ▶ Keven Schmidt (x) Seller's Signature ♣ Print Name Here: ▶	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm]. October 25, 2023 Date A
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by (x) Seller's Signature A Print Name Here: Keven Schmidt (x)	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm]. October 25, 2023 Date A
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by (x) Seller's Signature A Print Name Here: Keven Schmidt (x) Seller's Signature A Print Name Here: Keven Schmidt	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm]. October 25, 2023 Date A
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by (X) Seller's Signature ▲ Print Name Here: ▶ (X) Seller's Signature ▲ Print Name Here: ▶	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm]. October 25, 2023 Date A
Seller hereby warrants and represents that Seller owns the personal encumbrances, that Seller has good right to sell the same and Seller will lawful claims and demands of all persons, except: Note: The above warranty applies only to title, if there are any other characteristics of the personal property, a separate agreement must be draft. This Bill of Sale was drafted on 10/25/2024 [date] by (x) Seller's Signature A Print Name Here: Keven Schmidt (x) Seller's Signature A Print Name Here: Keven Schmidt	property free and clear of all liens and warrant and defend the same against the warranties or representations as to other ted. [Licensee and firm]. October 25, 2023 Date A

THE FUNDS TO THE SELLER. SUCK PER WILL WIRE SCOTT W. TEARSON 10/25/24 THE FUNDS TO THE SELLER.

AIRPORT HANGAR LEASE

This agreement made and entered into on the date indicated below by and between the Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Scott W. Pearson (hereinafter referred to as "Lessee").

WHEREAS, Lessor owns and operates an airport known as the Ephraim-Gibraltar Airport (the "Airport") and Lessee is desirous of leasing from Lessor a certain parcel of land at the Airport, hereinafter more fully described, for the purpose of aircraft storage; and

WHEREAS, Lessee will use the below described property primarily for the purpose of storing aircraft and other personal property of Lessee with the approval of the Airport Commission, and shall conduct only such aircraft maintenance on its own aircraft as performed by Lessee or personnel contracted by Lessee.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, Lessee does hereby lease from Lessor the following premises, rights and easements on and to the airport upon the following terms and conditions.

- 1. **Property Description:** Hangar Site A-7 (42' wide x 32' deep) (the "Leased Premises").
- 2. Hangar Construction. Lessee shall have the right to erect, maintain and alter buildings or structures upon the Leased Premises providing such buildings or structures conform to the building code requirements of the Wisconsin Department of Commerce, Division of Safety and Buildings and pertinent provisions of any local ordinance in effect. All plans for such buildings or structures shall be reviewed and approved in writing by Lessor prior to construction.
- 3. Term. The term of this lease shall be for a period of twenty (20) years commencing on _____ ("Commencement Date"). The lease may be extended for one (1) additional ten (10) year term at the option of Lessee, on the terms hereof, by delivering written notice of such extension to Lessor prior to the end of the initial lease term.
- 4. Rent. Lessee agrees to pay to Lessor for use of the Leased Premises, rights, and easements herein described, a yearly rental of \$0.65 per square foot for the land leased, for a total annual charge of \$873.60 payable on January 31st of each year, with a yearly escalator equal to the greater of three percent (3%) or CPI applied at each anniversary of the Commencement Date. A penalty of 1.5% per month (18% annually) will be added to the amount due for any payment not made within forty-five (45) days after the due date.
- 5. **Personal Guaranty.** Lessee, by its lease signor, Scott W. Pearson, agrees to execute a personal guaranty in the form attached hereto as Exhibit A, guaranteeing payment of all obligations under this lease.
- 6. Non-Exclusive Use. Lessee shall have the right to the non-exclusive use, in

common with others, of the Airport parking areas, appurtenances and improvements; the right to install, operate, maintain and store, subject to the approval of Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of Lessee's aircraft; the right of ingress to and egress from the premises, which shall also extend to Lessee's employees, guests, and patrons; the right, in common with the others authorized to do so, to use common areas of the airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of aircraft.

- 7. Laws and Regulations. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authority having jurisdiction over the conduct of operations at the airport.
- 8. Hold Harmless. Lessee agrees to hold Lessor free and harmless from loss and from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, their agents or employees, and from all loss or damages by reason of such acts or omissions.
- 9. Insurance. Lessee agrees that they will deposit with Lessor a policy of comprehensive liability insurance, listing Lessor as an additional insured. The policy shall be issued by a company licensed to do business in Wisconsin and shall insure the Lessee against loss from liability to the amount of \$1,000,000 (minimum rate) for the injury or death of one person in any one accident; and in the amount of \$1,000,000 (minimum rate) for the injury or death of more than one person in any one accident; and in the amount of \$300,000 (minimum rate) for damage to property of others for any one accident. The cancellation or other termination of any insurance policy issued in compliance with this section shall automatically terminate the lease, unless another policy has been filed and approved pursuant to this section and shall be in effect at the time of such cancellation or termination.
- 10. Maintenance of Buildings. Lessee will maintain the structures occupied by them and the Leased Premises in good order and make such repairs as are necessary. In the event of fire or any other casualty to structures owned by Lessee, Lessee shall either repair or replace the building or remove the damaged building and restore the leased area to its original condition; such action must be accomplished within 120 days of the date the damage occurred. Upon petition by Lessee, Lessor may grant an extension of time, in Lessor's sole discretion, if it appears such extension is warranted.
- 11. Right to Inspect. Lessor reserves the right to enter upon the Leased Premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- 12. Taxes. Lessee shall pay all taxes or assessments that may be levied against the personal property of Lessee or the buildings which they may erect on lands leased exclusively to them.

- 13. Signs. Lessee agrees that no signs or advertising matter may be erected or displayed without the consent of the Lessor.
- **14. Default.** Lessee shall be deemed in default upon:
 - a. Failure to pay rent within 60 days after due date.
 - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
 - c. The commencement of a proceeding for dissolution or for the appointment of a receiver.
 - d. The making of an assignment for the benefit of creditors.
 - e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.

Without limiting any remedies available to Lessor, default by Lessee shall authorize Lessor, at its option and without legal proceedings, to declare this lease void, cancel the same, and re-enter and take possession of the premises. Upon default, Lessee shall be responsible for all costs of collection, including, without limitation, Lessor's attorney fees.

- **15. Title.** Title to the building erected by Lessee shall remain with Lessee and shall be transferable. Upon termination of this lease, Lessee shall remove the buildings, equipment, and personal property, and restore the Leased Premises to its original condition, unless otherwise agreed in writing by Lessor.
- 16. Snow Removal. Lessor agrees to provide snow removal services to Lessee's Leased Premises in the hangar area, except within three (3) feet of hangar's doors. Snow removal in the hangar area shall be accomplished only after all runways, aprons, and primary taxiways have been first cleared.
- 17. Lease Transfer. Lessee may not, at any time during the time of this lease, assign, sub-lease or transfer this agreement or any interest contained, without the consent of Lessor.
- 18. Airport Development. Lessor reserves the right to further develop or improve the landing area of the Airport as it sees fit, regardless of the desires or view of Lessee, and without interference or hindrance. If the development of the Airport requires the relocation of Lessee, Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for Lessee at no cost to Lessee.
- 19. Security. Lessee shall comply at all times with all federal and state security and

safety regulations and mandates. A hangar shall be locked at all times when an aircraft is stored within the hangar and Lessee, or Lessee's agent, is not present at the hangar. Keys shall not be left in any unattended aircraft, whether or not the aircraft is located within a hangar.

- 20. Adherence to Standard Operating Procedures. Lessee shall adhere to all Airport Standard Operating Procedures (SOPs) at all times, as such SOPs may be promulgated from time to time. Lessee has obtained a written copy of the Airport's SOPs from Lessor.
- 21. Subordination Clause. This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin, without increasing the rental cost to Lessee. Notice of such amendments shall be delivered to Lessee in writing.
- 22. Arbitration. Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, other than a default of Lessee as specified in Paragraph 14 hereof, which cannot be settled between the parties shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.
- 23. First Right of Refusal. During the term of the lease, Lessee hereby grants Lessor the right to have the first opportunity to purchase the hangar if and when such becomes available and the first right to meet any other offer from a third party. The terms of any such third-party offer shall be delivered in writing to Lessor, and Lessor shall have thirty days from receipt in which to agree to meet the terms of said offer. If Lessor does not elect to purchase the hangar, Lessee may transfer the hangar to the third party on the same terms of the original offer. If Lessee does not transfer the hangar pursuant to said offer, the terms of this paragraph shall continue to apply.
- 24. Construction Plans. All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").
- 25. Notices. All notices, demands, requests or other communications that may be or are required to be given or sent by any party to any other party pursuant to this lease shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by a reputable overnight courier service or by hand delivery or by email transmission, addressed as follows:
- (a) If to Lessor:

Town of Gibraltar PO Box 850 Fish Creek, WI 54212

Village of Ephraim PO Box 138 Ephraim, WI 54211

(b) If to the Lessee:

Scott W. Pearson Post Office Box 115 Ephraim, WI 54211

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email confirmation, fax confirmation sheet or the affidavit of courier or messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this, 2024.		
LESSOR:	LESSEE:	
Town of Gibraltar		
By: Steven Sohns, Chairman	Scott W. Pearson	
Village of Ephraim		
By: Michael McCutcheon, MD, President		

EXHIBIT A

PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of October 1, 2024 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Scott W. Pearson ("Guarantor").

BACKGROUND

- A. Scott W. Pearson ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site A-7 (42' wide x 32' deep), at the Ephraim-Gibraltar Airport.
- B. Pursuant to the Lease, the Lessee has payment and performance obligations to the Lessor, including, without limitation, the obligation to pay all amounts due under the Lease (all of Lessee's payment and performance obligations in the Lease shall be collectively referred to as the "Guaranteed Obligations"); and
- C. The consummation of the Lease will directly and indirectly benefit the Lessee, and Lessor would not consummate the Lease unless Guaranter guarantees the Guaranteed Obligations.

AGREEMENT

In consideration of the premises and of the mutual covenants and agreements contained herein and for other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the parties, intending to be legally bound, hereby agree as follows:

- 1. Guaranty. Guarantor hereby unconditionally and irrevocably guarantees to Lessor, as primary obligor and not merely as sureties, the prompt payment and performance of the Guaranteed Obligations. The Guarantor further agrees that all or part of the Guaranteed Obligations may be increased, extended, substituted, amended, renewed or otherwise modified as provided for under the Lease without notice to or consent from the Guarantor and such actions shall not affect the liability of the Guarantor hereunder. Without limiting the generality of the foregoing, the Guarantor's liability shall extend to all amounts that constitute part of the Guaranteed Obligations and would be owed by Lessee to Lessor under or in respect of the Lease but for the fact that they are unenforceable or not allowable due to the existence of a bankruptcy, reorganization or similar proceeding involving Lessee. Guarantor further agrees to pay to Lessor all costs and expenses (including actual attorneys' fees) paid or incurred by the Lessor in endeavoring to collect the Guaranteed Obligations from Guarantor, or any part thereof, and in protecting, defending or enforcing this Guaranty in any claim, action, demand, lawsuit, proceeding, litigation, or bankruptcy or insolvency proceeding or otherwise.
 - 2. Guaranty of Payment. This Guaranty is a guaranty of payment and not of

collection. This Guaranty is a continuing, absolute, and unconditional guaranty, and shall remain in full force and effect until it terminates in accordance with Section 4 of this Guaranty. The Guarantor guarantees that the Guaranteed Obligations will be paid strictly in accordance with the terms of the Lease. The Guaranteed Obligations of the Guarantor hereunder are independent of the obligations of the Lessee. A separate action may be brought against the Guarantor to enforce this Guaranty, whether or not any action is brought against the Lessee or whether or not the Lessee is joined in any such action. The liability of the Guarantor hereunder is irrevocable, continuing, absolute and unconditional and the Guaranteed Obligations of the Guarantor hereunder, to the fullest extent not prohibited by applicable law, shall not be discharged or impaired or otherwise affected by, and to the fullest extent not prohibited by applicable law, the Guarantor hereby irrevocably waives, any defenses to enforcement he may have (now or in the future) by reason of:

- (a) any illegality or lack of validity or enforceability of any Guaranteed Obligation;
- (b) any change in the time, place or manner of payment of, or in any other term of, the Guaranteed Obligations, or any rescission, waiver, amendment or other modification of the Lease, including any increase in the Guaranteed Obligations resulting from any extension of additional credit or otherwise;
- (c) any reduction, limitation, impairment or termination of the Guaranteed Obligations for any reason, or any taking, release, impairment, amendment, waiver or other modification of any guaranty, for the Guaranteed Obligations;
- (d) any default, failure or delay, willful or otherwise, in the performance of the Guaranteed Obligations;
- (e) any change, restructuring or termination of the corporate structure, ownership or existence of Lessee or its affiliates or subsidiaries or any insolvency, bankruptcy, reorganization or other similar proceeding affecting Lessee or Guarantor or their respective assets or any resulting release or discharge of any Guaranteed Obligation;
- (f) any failure of the Lessor to disclose to Lessee or Guarantors any information relating to the business, condition (financial or otherwise), operations, performance, properties or prospects of Lessee or Guarantor now or hereafter known to any of the Lessor; the Guarantor waiving any duty of the Lessor to disclose such information;
- (g) the release or reduction of liability of any surety with respect to the Guaranteed Obligations;
- (h) the failure of any of the Lessor to assert any claim or demand or to exercise or enforce any right or remedy under the provisions of the Lease or otherwise;
- (i) any defense, set-off or counterclaim (other than a defense of payment or performance) that may at any time be available to, or be asserted by, the Lessee against any of the Lessor; or

(j) any other circumstance (including, without limitation, any statute of limitations), any existence of or reliance on any representation or warranty by any of the Lessor that might vary the risk of the Guarantor or otherwise operate as a defense available to, or a legal or equitable discharge of, Lessee, Guarantor, or any other guarantor or surety.

3. Waivers.

- (a) The Guarantor hereby unconditionally and irrevocably waives any right to revoke this Guaranty and acknowledges that this Guaranty is continuing in nature and applies to all presently existing and future Guaranteed Obligations.
- (b) The Guarantor hereby unconditionally and irrevocably waives promptness, indulgence, diligence in collection or protection or otherwise, notice of acceptance, presentment, demand for performance, notice of non-performance, default, acceleration, protest or dishonor, and any other notice with respect to any of the Guaranteed Obligations and this Guaranty.
- (c) No failure on the part of any of the Lessor to exercise, and no delay in exercising, any right hereunder shall operate as a waiver thereof; nor shall any single or partial exercise of any right hereunder preclude any other or further exercise thereof or the exercise of any other right. The remedies herein provided are cumulative and not exclusive of any remedies provided by law or equity.
- 4. <u>Termination.</u> This Guaranty shall terminate upon the payment and performance in full of the Guaranteed Obligations in accordance with this Guaranty and the Lease, provided, however, that Guarantor agrees that their guaranty hereunder shall continue to be effective or be reinstated, as the case may be, if at any time all or part of any payment of any Guaranteed Obligation is rescinded or must otherwise be returned by the Lessor or any other person or entity as a result of the insolvency, bankruptcy, or reorganization (or similar event) of Lessor or Guarantor, all as though such payment had not been made.
- 5. <u>Counterparts</u>; <u>Electronic Signatures</u>. This Guaranty may be executed in any number of counterparts, each of which when so executed and delivered shall be deemed an original, and such counterparts together shall constitute only one original. Signatures sent via email or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.
- 6. <u>Notices.</u> All notices, demands, requests or other communications that may be or are required to be given or sent by any party to any other party pursuant to this Guaranty shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested,

postage prepaid, or transmitted by a reputable overnight courier service or by hand delivery or by email transmission, addressed as follows:

(c) If to Lessor:

Town of Gibraltar PO Box 850 Fish Creek, WI 54212

Village of Ephraim PO Box 138 Ephraim, WI 54211

(d) If to the Lessee:

Scott W. Pearson Post Office Box 115 Ephraim, WI 54211

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email confirmation, fax confirmation sheet or the affidavit of courier or messenger being deemed conclusive evidence of such delivery) or at such time as delivery is refused by the addressee upon presentation.

- 7. <u>Assignment; Successors and Assigns</u>. Guarantor may not assign this Guaranty without the written consent of Lessor. Subject to the preceding sentence, this Guaranty and the rights, interests and obligations hereunder shall be binding upon and shall inure to the benefit of the parties hereto and their respective heirs, successors and permitted assigns.
- 8. <u>Waiver and Other Action</u>. This Guaranty may be amended, modified, or supplemented only by a written instrument executed by the parties against which enforcement of the amendment, modification or supplement is sought.
- 9. <u>Severability</u>. If any provision of this Guaranty is held to be illegal, invalid, or unenforceable, such provision shall be fully severable, and this Guaranty shall be construed and enforced as if such illegal, invalid or unenforceable provision were never a part hereof or thereof; the remaining provisions hereof or thereof shall remain in full force and effect and shall not be affected by the illegal, invalid or unenforceable provision or by its severance.
- 10. <u>Mutual Contribution</u>. The parties to this Guaranty have mutually contributed to its drafting. Consequently, no provision of this Guaranty shall be construed against any party on the ground that such party drafted the provision or caused it to be drafted or the provision contains a covenant of such party.
- 11. <u>Governing Law</u>. This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. <u>Authority</u>. Guarantor represents and warrants to the Lessor that (a) Guarantor has the power and authority to enter into this Guaranty and perform his obligations under this Guaranty; (b) this Guaranty has been duly authorized, executed and delivered by Guarantor; and (c) this Guaranty constitutes the legal, valid and binding obligation of Guarantor, enforceable against them in accordance with its terms, subject to bankruptcy, insolvency, moratorium, receivership, and similar creditors' rights laws.

The parties have executed this Guaranty as of the Effective Date.

GUARANTOR:		
Scott W. Pearson		
LESSOR:		
Town of Gibraltar		
*Steven Sohns	No	
Village of Ephraim		
*Michael McCutcheon, MD		

EPHRAIM-GIBRALTAR AIRPORT AIRCRAFT HANGAR OWNERS/ STANDARD OPERATING PROCEDURES

 The Ephraim-Gibraltar Airport receives significant funding from the Airport Improvement Program (AIP) provided through the FAA. With this funding, the Ephraim-Gibraltar Airport Commission must monitor and be able to demonstrate compliance with FAA Policy as per 14 CFR Chapter I [Docket No. FAA 2014–0463] effective July 1, 2017):

II. Standards for Aeronautical Use of Hangars

- a. Hangars located on airport property must be used for an aeronautical purpose, or be available for use for an aeronautical purpose, unless otherwise approved by the FAA Office of Airports as described in Section III.
- b. Aeronautical uses for hangars include:
 - 1. Storage of active aircraft.
 - 2. Final assembly of aircraft under construction.
 - 3. Non-commercial construction of amateur-built or kit-built aircraft.
 - Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
 - Storage of aircraft handling equipment, e.g., towbars, glider tow equipment, workbenches, and tools and materials used in the servicing, maintenance, repair or outfitting of aircraft.
- c. Provided the hangar is used primarily for aeronautical purposes, an airport sponsor may permit non-aeronautical items to be stored in hangars provided the items do not interfere with the aeronautical use of the hangar.
- VI. Sponsor Compliance Actions (relevant sections)
- b. Sponsors should have a program to routinely monitor use of hangars and take measures to eliminate and prevent unapproved non-aeronautical use of hangars.
- c. Sponsors should ensure that length of time on a waiting list of those in need of a hangar for aircraft storage is minimized.
- e. FAA personnel conducting a land use or compliance inspection of an airport may request a copy of the sponsor's hangar use program and evidence that the sponsor has limited hangars to aeronautical use.

The FAA may disapprove an AIP grant for hangar construction if there are existing hangars at the airport being used for non-aeronautical purposes.

Therefore:

- a. The <u>primary use</u> of the hangar must be storage of an active aircraft or other aeronautical activity approved by the Airport Commission. Time for repairs on non-active/non-operational aircraft shall be limited to six (6) months and time for full aircraft restoration or construction projects shall be limited to two (2) years, unless otherwise approved by the Airport Commission.
- Other uses in addition to aircraft storage are allowed as listed in Section 4 below or as approved by the Airport Commission.

EPHRAIM-GIBRALTAR AIRPORT AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

- c. The primary aircraft stored in the hangar must be owned or leased, either fully or partially, by the hangar owner/Lessee or a legal entity of which the owner/Lessee is a part.
 - i. Aircraft registration numbers are to be promptly filed with the Gibraltar Town Clerk.
 - In addition to the primary aircraft, the hangar owner/Lessee may allow others to store aircraft or other items as stated in the Lease or these SOPs.
- d. After the hangar owner/Lessee has established primary use with their own aircraft, the owner/Lessee may enter into a sublease agreement under the conditions of the Sublease Policy and with approval of the Ephraim-Gibraltar Airport Commission. The Term of this sublease will be for a period of six (6) months and will generally be limited to the winter months between November and May unless otherwise approved by the Airport Commission.

e. Hangar Use

- The hangar must be actively used by the hangar owner/Lessee for a significant portion of time or frequency during a calendar year.
- ii. In general, non-use for aircraft storage is allowed during the winter (November through May) or for reasonable periods of aircraft maintenance. The owner/Lessee must notify the Airport Commission of any extended periods of non-use for aeronautical purposes.
- Iii. Storage of non-aeronautical materials is allowed providing they do not impede the movement of the primary aircraft in or out of the hangar or access to other approved aeronautical contents of the hangar.
- 2. Security see "Airport Hangar Lease", all terms of which always apply.

3. Commercial Activities

- a. The Airport will be available as an airport for public use on reasonable terms and without unjust discrimination to all types, kinds and classes of aeronautical activities, including commercial aeronautical activities offering services to the public at the airport (per FAA Airport Sponsor Assurances 5/2022).
- b. No person shall engage in any business or commercial activity whatsoever at the Airport except under the terms and conditions prescribed in a written agreement executed between such person and the Airport Owner(s). Such persons, including Lessees, shall be selected on the basis of their qualifications, financial capabilities, and services offered and not solely on a bid basis. Copies of such agreements shall be provided to the Wisconsin Bureau of Aeronautics.

EPHRAIM-GIBRALTAR AIRPORT AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

- 4. Hangar Specifications and Requirements
 - a. The minimum hangar size must be 50' x 50' for all new hangar construction.
 - Hangars must have a 4/12 roof pitch with at least an 8" overhang and not exceed 35' in height.
 - c. The hangar base must be concrete for all new hangar construction.
 - d. All hangars must provide a concrete apron that extends outward for 5 feet and extends to meet the apron of the neighboring hangar, whichever is wider, on each side.
 - Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
 - The contractor must verify/set the first-floor elevation with the hangar owner to obtain a manageable apron slope (not too steep) and maintain drainage away from the hangar.
 - e. Hangar color must be the same as present (beige)
 - f. No more than twenty gallons of flammable liquids may be stored in the hangar, whether above or below ground. All fuels must be stored in appropriate containers approved for fuel storage, with the contents clearly labeled. No fueling of aircraft is allowed inside hangars and the aircraft must be totally outside of the hangar during the refueling operation.
 - g. Each hangar owner must properly dispose of that owner's own waste oil/grease etc.
 - Hangars must be equipped with a minimum of one (1) 10 pound ABC fire extinguisher located adjacent to the entrance door.
 - i. Hangars will be subjected to annual inspection, and a Lock Box (for emergency service use only) is installed at the front of the SRE building. <u>A key for each hangar is required to be provided to the Airport</u> and kept in its respective box.
 - Storage of vehicles or other items is only allowed inside an owner's hangar, and hangar owners are not exempt from overnight parking fees for vehicles parked in the parking lot.

EPHRAIM-GIBRALTAR AIRPORT AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

5. Other Requirements

- a. No outside storage next to the hangar shall be allowed.
- b. No improvements outside of the aircraft hangar may be made without prior written approval from the Commission.
- c. It is the responsibility of the hangar owner to clear snow within 3' of the front of the hangar.
- 6. Automobile Parking Requirements (for the Airport Parking Lot)
 - a. Posted fees must be paid.
 - b. A current permit must be displayed from the vehicle's rear-view mirror.
 - c. A completed application must be on file with the following information:
 - i. Owner name
 - ii. Address
 - ili. License number
 - iv. Type and description of vehicle
 - v. Contact telephone number
 - d. A duplicate vehicle key is to be secured in the Airport Office.
 - e. Any change in vehicle is to be logged with the Airport Office.

For Hangar Lessee:

I have read, understand and commit to comply with these Standard Operating Procedures.

Hangar Number: 13 7		
Address: Po Box 115 F.p.s.	ZAIN WT 54211	
Signature:		

*Note: Standard Operating Procedures can be promulgated from time to time.

November 24th 2024

Mr. Brent Bristol, Administrator
Village of Ephraim

Dear Brent,

The airport commission is requesting a short term loan from the town and village in the amount of \$115.,000.00. The village portion will be \$57,000.00. The purpose of the loan is to cover any cash flow shortage that we expect to have during 2025. We expect that we will be able to repay the loan by the end of 2025.

I have attached for your review a copy of the airport cash flow projection for 2025.

Sincerely,

Martin Franke, Chairman

Ephraim Gibraltar Airport Commission

SOURCE		
Cash in bank		\$166,212.00
2025 Airport Operations Revenue		\$125,000.00
Impact Fees	\$	120,000.00
Town & Village Loan	\$	115,000.00
Total		\$526,212.00
USE		
2024 4th Quarter Expenses	\$	25,000.00
2025 Airport Operations Expenses	\$	112,430.00
Phase I Hanger Project	\$	91,645.00
Electrical Installation	1,16 5,17	\$115,000,00
Phase II Land Purchase		\$50,000.00
Loan Repayment	_	
	_	\$115,000.00

Residential Through-the-Fence Lease Agreement

This agreement made and entered into on the date indicated below by and between the Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Jeffrey F. Drajesk (hereinafter referred to as "Lessee").

WHEREAS, Lessor owns and operates an airport known as the Ephraim-Gibraltar Airport (the "Airport") and Lessee is the owner of land adjoining airport property; and

WHEREAS, Lessee desires ingress and egress privileges to and from the airport premises for the express purpose of operation of personal aircraft.

NOW, THEREFORE, for and in consideration of the rental charges, covenants, and agreements herein contained, Lessee does hereby lease from Lessor the following rights and privileges on and to the airport upon the following terms and conditions.

- 1. Access Description. The Lessee shall have the right of unrestricted ingress and egress to and from the airport premises from Lessee's property to the runway 1/19 north apron area, and Lessee is responsible for any and all costs in preparing and maintaining such access. Lessor shall not interfere with Lessee's access.
- 2. Term. The term of this lease shall be for a period of twenty (20) years commencing on July 01, 2025 or upon completion of the new taxiway, whichever is earlier.
- 3. Renewal. In the event Lessee desires to renew this lease, Lessee shall give Lessors written notice thereof at least six (6) months prior to the expiration of the term of this lease. Such renewal shall be for like terms and conditions.
- 4. Rent. The Lessee agrees to pay the Lessors a sum equal to twelve (12) months of long-term aircraft parking at \$523.00, payable by January 31st of each year. A penalty of 1.5% per month (18% annually) will be added to the amount due for any payment not made within forty-five (45) days after the due date.

It is understood and agreed that the rental rate specified shall be subject to reexamination and shall be held equivalent to Lessors' long-term aircraft parking fees.

Lease payments shall be made payable to Ephraim-Gibraltar Airport and shall be sent to: Town of Gibraltar, PO Box 850, Fish Creek WI 54212.

- 5. Access Maintenance. All maintenance activities relating to the upkeep of the access route shall be the responsibility of Lessee.
- 6. Airport Maintenance. Lessors reserve the right to maintain and keep in repair the landing and taxi areas of the airport and all publicly owned facilities of the airport, together with the right to direct and control all activities of Lessee in this regard.

- 7. Laws and Regulations. Lessee agrees to observe and obey during the term of this lease all laws, ordinances, rules and regulations promulgated and enforced by the Lessor, and by other proper authorities having jurisdiction over the conduct of operations at the airport.
- 8. Nonexclusive Rights. Lessee shall have the nonexclusive right, in common with others so authorized:
 - a. To use the common areas of the airport, including runways, taxiways, aprons, roadways, floodlights, landing lights, signals and other conveniences for the take-off, flying and landing of aircraft.
 - b. To use the airport parking areas, appurtenances and improvements thereon, but this shall not restrict the right of the Lessors to charge fees for the use of such areas.
 - c. To use all access ways to and from the premises, limited to streets, driveways or sidewalks designated for such purposes by the Lessors, and which right shall extend to Lessee's employees, passengers, guests, invitees, and patrons.
- 9. Commercial Operations. Lessee agrees to maintain the property for residential use and refrain from any aeronautical commercial use of the property.
- 10. Unauthorized Users. Lessee agrees to utilize ingress and egress only for Lessee's aircraft and the aircraft of Lessee's guests and invitees. Access to the airport from unauthorized users, through Lessee's property, is prohibited.
- 11. Fuel Sales. Lessee is prohibited from selling aviation fuel on their property.
- 12. Airport Development. The Lessors reserve the right to further develop and improve the airport as Lessors sees fit, regardless of the desires or views of the Lessee, and without interference or hindrance from the Lessee.
- 13. Hold Harmless. Lessee agrees to hold Lessor free and harmless from loss and from each and every claim and demand of whatever nature made upon the behalf of or by any person or persons for any wrongful act or omission on the part of Lessee, their agents or employees, and from all loss or damages by reason of such acts or omissions.
- 14. Default. Lessee shall be deemed in default upon:
 - a. Failure to pay rent within 60 days after due date.
 - b. The filing of a petition under the Federal Bankruptcy Act or any amendment thereto including a petition for reorganization or an arrangement.
 - The commencement of a proceeding for dissolution or for the appointment of a receiver.
 - d. The making of an assignment for the benefit of creditors.
 - e. Violation of any restrictions in this lease, or failure to keep any of its covenants after written notice to cease such violation and failure to correct such violation within thirty days.

Without limiting any remedies available to Lessor, default by Lessee shall authorize Lessor, at its option and without legal proceedings, to declare this lease void and cancel the same. Upon default, Lessee shall be responsible for all costs of collection, including, without limitation, Lessor's attorney fees.

- 15. Lease Transfer: The Lessee may not assign or transfer this agreement or any interest contained herein, without the consent of the Lessors, which consent shall not be unreasonably withheld.
- 16. Subordination: This lease shall be subordinate to the provisions of any existing or future agreement between Lessor and the United States or the State of Wisconsin relative to the operation or maintenance of the Airport, the execution of which has been or may be required as a condition precedent to the expenditure of federal or state funds for the development of the Airport. In the event that the Lessor reasonably determines that this Agreement or any provision contained herein causes or may cause a violation of any agreement between the Lessor and the United States or State of Wisconsin, the Lessor shall have the unilateral right to modify or terminate this Agreement to ensure the Lessor's compliance with all such agreements with the United States or State of Wisconsin. Furthermore, this lease may be amended to include provisions required by those agreements with the United States or the State of Wisconsin, without increasing the rental cost to Lessee. Notice of such amendments shall be delivered to Lessee in writing.
- 17. Nondiscrimination: The Lessee, as a part of the consideration hereof, does hereby covenant and agree as a covenant running with the land that:
 - a. No person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or be otherwise subjected to discrimination in the use of the Subject Property or Lessee's Improvements.
 - b. In the construction of any improvements on, over, or under such land and the furnishing of services thereon, no person on the grounds of race, color, or national origin shall be excluded from participation in, denied the benefits of, or otherwise be subjected to discrimination, 4 of 4 Revised: 9/2/2014
 - c. The Lessee shall use the Subject Property and Lessee's Improvements in compliance with all other requirements imposed by or pursuant to Title 49, Code of Federal Regulations, Department of Transportation, Subtitle A, Office of the Secretary, Part 21, Nondiscrimination, in Federally-assisted programs of the Department of Transportation Effectuation of Title VI of the Civil Rights Act of 1964, and as said Regulations may be amended.
- 18. Arbitration. Any controversy or claim arising out of or relating to this lease or any alleged breach thereof, other than a default of Lessee as specified in Paragraph 14 hereof, which cannot be settled between the parties shall be settled by arbitration in accordance with the rules of the American Arbitration Association, and the judgment upon the dispute rendered by the arbitrator(s) shall be final and binding on the parties.

- 20. Severability: This lease shall be construed under the laws of the State of Wisconsin. Any covenant, condition, or provisions herein contained that is held to be invalid by any court of competent jurisdiction shall be considered deleted from this lease, but such deletion shall in no way affect any other covenant, condition, or provision herein contained so land as such deletion does not materially prejudice Lessors or Lessee in their respective rights and obligations contain in the valid remaining covenants, conditions and provisions of the lease, and when such occurs, only such other covenants, conditions or provisions shall be deleted as are incapable of enforcement.
- 21. Adherence to Standard Operating Procedures. Lessee shall adhere to all applicable Airport Standard Operating Procedures (SOPs) at all times, as such SOPs may be promulgated from time to time. Lessee has obtained a written copy of the Airport's SOPs from Lessor.
- **22. Construction Plans.** The location of the access point shall be approved by the Airport Commission.
- **23. Notices.** All notices, demands, requests or other communications that may be or are required to be given or sent by any party to any other party pursuant to this lease shall be in writing and shall be mailed by first class, registered or certified mail, return receipt requested, postage prepaid, or transmitted by a reputable overnight courier service or by hand delivery or by email transmission, addressed as follows:
- (a) If to Lessor:

Town of Gibraltar PO Box 850 Fish Creek, WI 54212

Village of Ephraim PO Box 138 Ephraim, WI 54211

(b) If to the Lessee:

Jeffrey F. Drajesk 9624 County Road A Fish Creek, WI 54212

Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently given, served, sent and received for all purposes at such time as it is delivered to the addressee (with the return receipt, the delivery receipt, email confirmation, fax confirmation sheet or the affidavit of courier or messenger being deemed

conclusive evidence of such delivery) or at such time as delivery is refused by the adupon presentation.	dressee

IN WITNESS WHEREOF, th	ne parties hereunto set their hands and seals thisday of
LESSOR:	LESSEE:
Town of Gibraltar	
By: Steven Sohns, Chairman	A
Village of Ephraim	
By:	

EXHIBIT A

Ephraim-Gibraltar Airport Fee Schedule

EXHIBIT

Ephraim-Gibraltar Airport Layout Plan (ALP) Including Pen-and-Ink Access Point

VILLAGE OF EPHRAIM GREEN TIER AD HOC COMMITTEE UPDATE:







VILLAGE OF EPHRAIM GREEN TIER AD HOC COMMITTEE MEMBERS

- Cindy Nelson Committee Chair
- Jeff Lutsey
- Dr. Michael McCutcheon
- Lane Methner
- Bruce Nelson
- Sophie Nelson



WHAT IS GREEN TIER?

THE GREEN TIER MISSION:

To help communities across the State of Wisconsin move continuously toward a sustainable future through initiatives that promote:

- Environmental stewardship.
- Economic growth.
- Public health.
- Social equity.

EPHRAIM'S GOALS WITH MAINTAINING GREEN TIER LEGACY STATUS:

- Share and learn from other similar-minded communities.
- Make voluntary improvements to improve long-term sustainability.
- Improve environmental health, public safety, and save money.



GREEN TIER ACCOMPLISHMENTS TO DATE:

- Solar Bollards installed for Cherry Street Steps and along the shoreline.
- Additional bike racks installed.
- No phosphorus in fertilizer.
- No use of Coal Tar Sealants
- Reduction in the idling of Village vehicles.
- Clean Marina Certification.
- Tree City Certification.
- Bird City Certification.
- Joined the County Wide Green Tier Consortium.
- Dark Sky Policy Agreement.
- Door County Big Plant Tree Giveaways 300 trees given away to date.
- County-wide compositing initiative.
- Tree mapping of Village.
- Food Pantry magnets for distribution to Short Term Rentals.
- Newsletter articles (Green Tier updates, composting, and recycling).
- Inaugural Clean up Ephraim Day held on June 1, 2024.
- Completion of the initial stage of the Wetlands Project.



GOALS RESEARCHED WHICH LED TO BETTER KNOWLEDGE-BASED SOLUTIONS:

- SolSmart research.
- Village compost research.
- Battery research.

DOOR COUNTY GREEN TIER CONSORTIUM BENEFITS:

- Hearing what other communities are doing.
- Map of Compost Sites throughout Door County.
- Working together on The Door County Big Plant.
- Learning what grants may be available.
- Sharing concerns, challenges, and successes.



GREEN TIER COMMITTEE CHALLENGES:

- Funding for trees for the Door County Plant tree giveaway.
- Funding for water filling stations.
- Funding for EV Stations.
- Contaminated recycling.
- New checklist form for Green Tier not geared to small communities like Ephraim.
- Dark Sky lighting / Holiday lighting.
- Signage for the Wetlands project.



GREEN TIER GOALS:

- Water filling stations.
- Wetlands signage.
- Energy audits.
- Solar panels Wastewater facility.
- Pollinator gardens at Moravia Point
- Village education about what recycles.
- Promote 7R'S.

THE 7 R'S OF RECYCLING ARE A SET OF STRATEGIES TO REDUCE WASTE AND ENVIRONMENTAL IMPACT:

- •Rethink: Be a more conscious consumer
- •Refuse: Say no to products you don't need or want
- •Reduce: Consume and buy less, especially single-use plastics
- •Reuse: Use items again, such as reusable bags instead of plastic bags
- •Repair: Restore damaged items instead of throwing them away
- •Regift: Give items to someone else
- •Recycle: Turn waste into something new and valuable



FUTURE OF THE GREEN TIER AD HOC COMMITTEE:

- Continue as an Ad Hoc Committee?
 - Pursue designation of a Village of Ephraim Standing Committee?
 - As a standing committee, Green Tier would not have to request funds for events such as the Big Plant Tree Giveaway and the Ephraim Clean-Up Day.
 - To pursue grant opportunities, such as the Community Investment Fund Grant, the Green Tier committee would have to go through PFU to obtain a recommendation to the Village Board.
 - Grant opportunities: Wetland Signage, Water Filling Stations, and EV Charging Stations.





Lot - 40146

2001 Ford F150 XL Supercab 4WD Pickup Truck w/ Contractor Truck Topper and Ladder Rack

SKU#: 487590

- **Details:** VIN: 2FTRX18W11CA64009 -- Miles: 66,000 -- Transmission: Automatic, Four Wheel Drive -- Engine: 4.6L V8 EFI SOHC -- Included Equipment: Truck topper with storage compartments, ladder rack, wooden platform in truck bed -- Note: Mobile radio and loose items shown in compartments are not included -- Seller has the title for this vehicle
- **Provided Condition:** OK Engine good. Good running 4WD. No exhaust leaks. Has newer front brakes, may need rear brakes soon. Mechanically sound, but starting to have some rust issues. Sometimes difficult to close tailgate. Interior OK, AC was recharged last summer -- Personal Inspection Recommended
- Seller: 159258 Village of Ephraim 10285 Townline Drive, Ephraim, WI 54211 Brad Rasmusson at (920)421-0123 or brasmusson@ephraim.wi.gov Inspection and pick up by appointment only, M-F 7am to 3pm Please contact with questions and to schedule inspections or pickups Appointments are required no walk-ins.
- Click on lot number for more details & bigger pictures



Lot - 40149

1500 Gal. Poly Tank - #1

SKU#: 487593

- **Details:** Model: M017080 -- Was previously used as a Bioxide storage tank for wastewater treatment -- Sellers can assist with loading if an appointment is made.
- Provided Condition: Sold as is Personal Inspection Recommended
- Seller: 159258 Village of Ephraim 10285 Townline Drive, Ephraim, WI 54211 Brad Rasmusson at (920)421-0123 or brasmusson@ephraim.wi.gov Inspection and pick up by appointment only, M-F 7am to 3pm Please contact with questions and to schedule inspections or pickups Appointments are required no walk-ins.
- · Click on lot number for more details & bigger pictures

Current Bid: 1,125.00

Bid History(18)

Refresh

Bld Now 1,150.00

4 d: 19 h: 56 m: 47 s



Lot - 40147

2011 DR Pro XL Leaf Vacuum

SKU#: 487591

- Details: Engine: 9hp Briggs & Stratton gas -- Included Equipment: Suction hose with vac attachment
- Provided Condition: Worked fine last time used, may need a battery. Tongue jack is broken Personal Inspection Recommended
- Seller: 159258 Village of Ephraim 10285 Townline Drive. Ephraim. WI 54211 Brad Rasmusson at (920)421-0123 or brasmusson@ephraim.wi.gov-Inspection and pick up by appointment only, M-F 7am to 3pm Please contact with questions and to schedule inspections or pickups Appointments are required no walk-ins.
- Click on lot number for more details & bigger pictures

K

Current Bld: 630.00

Bld History(22)

Refresh

Bid Now 655.00

4 d: 19 h: 57 m: 47 s



Lot - 40148

Lot of 2 Stihl HT 101 Extendable Pole Saws

SKU#: 487592

- Details: Year unknown Sellers have since upgraded to battery tools.
- Provided Condition: OK Both ran and worked fine last time used. One is missing bar and chain -- Personal Inspection Recommended
- Seller: 159258 Village of Ephraim 10285 Townline Drive, Ephraim, WI 54211 Brad Rasmusson at (920)421-0123 or brasmusson@ephraim.wi.gov-Inspection and pick up by appointment only, M-F 7am to 3pm Please contact with questions and to schedule inspections or pickups Appointments are required no walk-ins.
- · Click on lot number for more details & bigger pictures

4

Current Bid: 110.00

Bld History(11)

Refresh



November 25, 2024

Village of Ephraim,

Hello, I am reaching out to inform your Municipal Board of the Door County Broadband Grant that was established by the Door County Broadband Committee in May of 2023. Each municipality has funding set aside based upon the count of their E-911 addresses in May of 2023 to use for FTTP (Fiber to the Premises) deployment under their municipal boundaries.

Village of Ephraim has \$16,300.00 available to them if you would establish a broadband committee by December 31, 2024 and are able to meet the grant criteria outlined in the 6 questions in the broadband grant application attached. Your municipal broadband committee would need to have this work finished by September 30, 2025 and apply for the grant funds by September 30, 2025.

Resources are available for this committee work that has been established as best practice by the eleven established municipal broadband committees. Support and resources from the County Broadband Coordinator Jessica Hatch are also available to any established committee. You will find the list of approved grant uses on the bottom of the grant application.

If you have any questions, or know that you will not participate in this work or applying for these funds, please contact me below.

Thank you,

Jessica Hatch

Broadband Coordinator

Office of the County Administrator

920-746-2289

ihatch@co.door.wi.us

Door County Broadband Grant Program

	Municipality Information	
	Enter E-	
Municipality:	Enter Municipality Name Date: Enter date E-911: 911#s	
Municipal Address:	Enter Municipality Address	
	Enter Municipal	
Municipal Cor	ntact: Enter Municipal Contact Name Municipal Phone Number:phone number	
Municipal Em	ail: Enter Municipal Email Contact	
Requested Funding:	Enter total requested funding amount	
	Grant Criteria	
Question #1:	Does your FTTP plan include ALL E-911 locations under your municipal boundaries	?
Notes:	Enter notes	
Question #2:	Have you reviewed your municipal future land use/needs as part of your FTTP plan	1?
Notes:	Enter notes	_
Question #3:	Have you reviewed your municipal broadband infrastructure needs as part of your FTTP plan?	
Notes:	Enter notes	
Question #4:	Have you reached out to and had discussions with Condominium Associations, multiple dwelling units, business association, schools and community anchor institutions as part of your FTTP plan?	_
Notos	Enternates	
Notes:	Enter notes	

Question #5: Have you reached out to and had discussions with the County on infrastructure plans and partnerships that would include economies to scale for savings, and not duplicating fiber in bordering areas? (IE: Public Safety and Land Mobile Radio infrastructure)

Notes:

Enter notes

Question #6: Have you talked to your neighboring municipalities about FTTP plans and partnerships that would include economies to scale for savings, and not duplicating fiber in bordering areas?

Notes:

Enter notes

Approved Grant Uses

- Your municipality must have an active recognized formal committee in place to receive funding
- FTTP (Fiber to the Premises) definition: When optical fiber is installed and connected directly to a single structure, such as a home, apartment or business.
- Matching Funds for FTTP State or Federal funding applications.
- FTTP Infrastructure and construction costs (Municipal funded or grant funded)
- FTTP Engineering Analysis costs.
- Community Digital Equity and Inclusion outreach and education

Grant Use:	Please Explain what you will be using your grant funding for.		

	Committee Review	
Committee		
Review Notes:		
Approved		
Funding Total:		

DEATH'S DOOR DESIGN & DEVELOPMENT, INC.

5039 County Road P ■ Sturgeon Bay, WI 54235

CONSULTING AGREEMENT

This agreement shall be between consultant above and:	
Located at: ANDESSON DOCK MARINA EX	ALEXON
Services provided: DDD&D agrees to provide design and assistance in the planni construction projects	ng of marine
Compensation: Hourly rate of \$150/hour, travel expenses at standard federal rate Surveying equipment shall be at an additional \$75/hr Consultant shall be deemed an independent contractor per IRS of Any associated permit fees and related expenses shall be deemed reimbursable to the consultant	ode
Payment: Monthly and due within 30 days	
Confidentiality: Consultant shall keep all data and information relating to this projeculess deemed otherwise by the owner	ct confidential
Other consultants: In the event other consultants or subcontractors are needed thi shall be re-negotiated	s agreement
Indemnification: Each party agrees to indemnify and hold harmless the other party losses and claims that may occur in connection with this agreement	against all
Respectfully submitted:	
President, Death's Door Design & Development	
Accepted:	
Date:	

VILLAGE OF EPHRAIM





Plan Committee Meeting Minutes Tuesday, October 29, 2024 – 7:00 PM

Present: Michael MacCutcheon-Chair, Andrew Bartelt, Grace Held, Monique McClean, Kenneth Nelson,

Susie Samson, BD Thorp

Staff: Brent Bristol- Administrator, Andrea Collak – Clerk/Treasurer

Guests: Randy Nelson, Roy Harsch, Kelsey Stone, Lane Methner, Kristin Nemecek, Dean Nemecek, Paul

Wilson

1. Call to order: The meeting was called to order by Michael McCutcheon -Chair at 7:14 PM.

2. Quorum: A quorum is present for this meeting.

3. Approval of previous minutes

Thorp moved, Held seconded to approve the Plan Committee meeting minutes from August 27, 2024, as presented, all ayes, and the motion carried.

4. Changes in Agenda: None

5. Visitors' comments: None

6. RaeAnne LLC – 9922 Water St – Accessory Structure/Railing

Bristol noted that the building was before the committee a few times. This time there was some work done (fence/railing and pergola erected) without permitting. Bristol talked to the applicant, and this application is an attempt to get after the work permits. The applicant wanted to replace the wood picket fence with an aluminum railing and add the accessory structure – an aluminum pergola to the north side of the building. The picture was presented for review. The project meets all dimensional standards. Bristol read the letter from the applicant.

Mike Tomasian, in his letter to the committee, apologized for being unable to attend the meeting. Tomasian stated that this project went from a simple remodel to a major commercial build. It took his wife Shannon and him by complete surprise at how bad this building was. The previous owner had hidden all the rot with spray foam insulation, and they had to take out massive loans to restore this beautiful building. They managed to save the historic chimney at a great cost to them, but they are very happy with the architectural beauty of this new building, and they hope it will stand the test of time. Tomasian and his wife had gone to the Shorewood Condo Association and had approval for the commercial railing etc. It is ADA-approved and is "wood-like" in that it has the attributes of a typical wood railing but is powder-coated aluminum for strength and longevity. There will never be rust or rotted wood as this is impervious to the elements. Tomasian noted that they had no idea they needed further approval and if they had they certainly would have come before the Village. They thought they were doing a good thing, and they truly hope and ask for approval as they had a tremendous investment in this project. The pergola is to help keep patrons shaded and dry in inclement weather. They thought umbrellas that blow around and poke people would be bad, so they wanted a better solution. They want to be good stewards of this property and good members of the community, and they are excited to hopefully be serving the best donuts and coffee soon.

This item went before the Historic Preservation Committee (HPC) for design review purposes. The HPC members discussed this item relative to the Historic Preservation Ordinance and were unanimous in recommending denying both structures because they do not meet aesthetic and historic standards. Nelson quoted from the ordinance "Traditional fences in the district were dry stone and wood fencing, which represent a historically authentic kind of fencing. In the case of metal, vinyl, or

Plan Committee Meeting Minutes Tuesday, October 29, 2024 Page 2 of 6

plastic fences, samples must be provided for evaluation by the Historic Preservation Committee for referral to the Plan Committee. This will provide the use of non-traditional materials that reflect the look of traditional fencing."

Plan Committee members agreed with HPC recommendations.

Thorp moved, Nelson seconded to approve the Accessory Structure/Railing application for RaeAnne LLC at 9922 Water Street, Unit 9, as presented, all nays, and the motion failed.

A short discussion on whether the applicant should remove the structures. It was decided that the applicant would have until the next meeting to come up with a modification.

McClean moved, Bartelt seconded to give RaeAnne LLC at 9922 Water Street, Unit 9, a chance to come up by the next Plan Committee meeting with modifications for the railing and pergola to meet the Historic Preservation ordinances, all ayes and the motion carried.

7. Bethany Lutheran Church – 3028 County Q – Design Review – Addition

Bristol noted that the applicant would like to demolish the existing 1950s addition and construct a new, bigger 410 sq. ft. addition with ADA compliant bathroom, vestry/conference room, and small kitchenette. It would be a wood frame construction with a gable roof 8/12 pitch using gray asphalt shingles. The roof will tie into the addition and make one continuous piece. White (natural Door County limestone) and 6" painted cedar beveled siding and trim, double hung wood windows will be added. All materials would match the existing materials on the church. All existing vegetation and topography would remain as is. The Bethany Lutheran Church has never had a source of water. They would like to share the well with the Pioneer Schoolhouse. Ephraim Historical Foundation (EHF) owns both buildings, the Pioneer Schoolhouse and the Bethany Lutheran Church. Randy Nelson added that the setback of the proposed addition is roughly 35 ft.

Bristol added that because it is a corner lot it is subject to a 40 ft front setback from both rights-of-way. Looking at adjacent surveys, there is an allowance where the Plan Committee can apply setback averaging by using two adjacent properties. In this case, using property to the north with a 22.5 ft setback. Adding 22.5 ft to the standard 40 ft front setback equals 62.5 ft. Dividing by 2 the setback average would be 31.25 ft. Bristol added that if the Plan Committee would like to use setback averaging; used with some regularity; there is a mechanism to allow the addition without the need to go before the Board of Appeals for variance.

Cody Schreck from Ephraim Historical Foundation noted in his letter to the HPC and Plan committee that the Ephraim Historical Foundation Board of Directors met on Friday, October 25, and the Bethany addition was included as part of the agenda. From a design standpoint, there were no motions made to deny the addition as presented. However, the point was specifically made by the EHF board that we do not give permission to tap into the Pioneer Schoolhouse well yet. That aspect of the project is not specifically relevant to HPC, as the committee is bound by the aesthetic regulations of the Historic Ordinance, but it is relevant to the overall project and the Plan Committee's considerations. In short, before EHF makes a motion to approve Bethany tapping into the existing well it was agreed that more data needs to be gathered on the codes/policies on the existing well, the age/capacity of the well, and that there needs to be a Memorandum of

Plan Committee Meeting Minutes Tuesday, October 29, 2024 Page **3** of **6**

Understanding created between EHF and Bethany outlining responsibilities for utility bills, maintenance, etc.

This item went before the Historic Preservation Committee (HPC) for design review purposes and HPC recommended approval of the colors and materials as submitted.

The Plan Committee members had no issues with the proposed addition.

Nelson moved, Held seconded to approve the Design Review application for an Addition for Bethany Lutheran Church at 3028 County Q as submitted, based upon using setback averaging, all ayes, and the motion carried.

8. Townline 1 LLC – 2848 Valvaere Ct – Design Review – New SFR

Bristol noted that the applicant was not able to attend this meeting. However, the application is very similar to what was proposed at the previous meetings. The materials were provided. The height at peak would be 25 ft which falls within the 28 ft standard. Bristol has no issues with this proposal.

Bartelt moved, Thorp seconded to approve the Design Review for New SFR at 2848 Valvaere Ct for Townline 1 LLC, all ayes, and the motion carried.

9. Kristin & Dean Nemecek - Concept Discussion - Home Business

Kristin Nemecek noted that they will be relocating to Ephraim in the Spring of 2025. They are currently working with Van's Lumber & Custom Builders on developing plans for their new residence that will be located at 9979 Norway St. It is their desire to incorporate a home office serving the operation of Pioneer Acres Cottages. To provide a personal welcome to their guests, they would like to have check-in/registration at their home office. The guests will be encouraged to leave keys in their cottage upon departure. Except for an occasional walk-in guest, this should be the extent of any cottage-related activity on the property. Their home will be in the R-1 zoning district where Home Business/Occupations are listed as conditional uses. They feel comfortable that the proposed level of activity will comply with the standards listed in section 17.15 (4). Re: (j) (3). If the cottage office is not considered a personal service business by the committee, they would ask that it be considered as "other use" as stated in (j) (5). Dean also plans to operate his consulting business out of the office, totally online.

Bristol added that the home office/occupation does require Conditional Use.

10. Roy Harsch – 9931 Water St – Concept Review – PW footprint modification

Bristol noted that the applicant was before the Board of Appeals for a variance from the 15' side yard setback standard of the Ephraim Zoning Code as well as variance from the footprint increase standard in the Protected Waterfront (PW) district of Ephraim Zoning Code. Ultimately both variances were denied.

The property is zoned Protected Waterfront. The proposal is for the construction of 56 square foot addition to the subject property. Structures in the PW district are limited to those in existence. Additions to existing structures in the PW district that add footprint can only occur with a variance or with Conditional Use review by the Plan Committee if the footprint from a structure existing on the property that is to be removed can be reclaimed. Additionally, the proposed addition is noncompliant

Plan Committee Meeting Minutes Tuesday, October 29, 2024 Page 4 of 6

with the 15' side yard setback requirement of the zoning code, placing it 1 foot from the property line. Construction on the project began without a permit and stop work orders were given at the time.

The Board approved the new Protected Waterfront (PW) Ordinance, and the applicant would like to opinion of the committee on whether there is a mechanism within the code to get the kitchen addition. The biggest piece of this request that is outside of the purview of the Plan Committee is that the proposed addition is noncompliant with the side yard setback requirement. However, the Harsch family is talking with their neighbor; the Munns family; about doing a property swap through a quick claim deed. The Munns family would give the Harsch family a small triangle to make a new kitchen addition to become more conforming than the present corner of the building. In exchange, the Munns family will get a little sliver of the property closer to the water. The swap will make the Munns family slightly more non-conforming to the same side yard setback standards. For this item to be considered by Conditional Use, the Munns family will have to go before the Board of Appeals to get a variance to create a new property boundary. If the Board of Appeals variance is settled, does it still meet the definition of the Ephraim zoning code?

The applicant would like to start the process of asking for a PW Design Review of a modification to their existing cottage located at 9931 Water Street consisting of a small addition to the existing kitchen under the recent adoption of the Village of Ephraim Ordinance No. 05-2024. It will possibly be the first request to be submitted under a newly adopted ordinance.

Harsch apologized for his mistake. It was a bad decision, and he has been paying the consequences. Harsch explained that they would like to obtain a building permit to construct an 80-inch by 90-inch or 6-foot 8-inch by 7-foot 6-inch addition to the kitchen. This addition would occupy the space inside the rectangle formed by the extension of the west side of the cottage out to the extension of the north wall of the existing screened-in porch. The existing house, as it was originally constructed and expanded, was built at an angle very close to the original property line dividing 9931 and 9929. The existing cottage's southwest corner is 8 feet from the property line, the existing northwest corner is 1.3 feet from the existing property line and the corner of the existing screened porch is 10 1/2 feet. Therefore, the cottage's existing west wall is currently nonconforming with the present 15-foot setback requirement.

By way of background, the present cottage was originally built by his wife's family in 1920 as a boat house. The Vail family at that time had built the original house on the adjacent property at 9933 Water Street and the original house up the hill at 3024 German Road. As was the common practice at that time, all these Vail houses were built without kitchens because summer residents took their meals at the various hotels located throughout the Village. These houses were built prior to the enactment of zoning restrictions and building codes by the Village of Ephraim. As commonly occurred throughout the Village of Ephriam, the Vail family remodeled these three houses to build kitchens. Their cottage was created when the original boat house was remodeled in 1940 to include a kitchen, bathroom, two bedrooms, and screened porch. The cottage footprint has remained the same footprint for the past 84 years. When the Village of Ephraim enacted their zoning restrictions, the Vail houses at both 9931 and 9933 were nonconforming with respect to both the front yard setback requirement of 30 feet and the side yard setback of 15 feet. Harsch and his wife purchased a half interest in the 9931 Water Street cottage in 1988 from the two members of the Vail family who also owned the 9933 Water Street house. Leslie's father owned the other half interest. In 2015 they obtained ownership of his half interest from her mother following the death of her father. Vail family members have

Plan Committee Meeting Minutes Tuesday, October 29, 2024 Page **5** of **6**

owned both the 9931Water Street and the 3024 German Road houses for more than 100 years.

In 1940 the existing kitchen at 9931 Water Street was constructed in a very small 7 by 10 feet space. It is very cramped and is impossible to have more than two people in the kitchen when cooking or serving. Because of the very small space between the stove and the opposite cabinet and refrigerator, it is impossible to open the refrigerator door while someone is cooking. This 21-inch space precludes standing in front of the stove and opening the oven door. When putting something into the oven or removing it, you must stand by the side of the stove and open the door. This is very difficult to do for anyone and is increasingly harder for both Leslie and Roy. It also is not a safe way to cook. There have been a few times that hot pans have been dropped, the contents spilled, and people burned. Roy provided the committee with visual documentation and explained what was proposed to be done.

The excavation for the proposed addition, the removal of several stumps, and the concrete footing, concrete floor, and stone foundation will allow them to correct a water problem that has existed for some time. Rainwater from their roof and two downspouts from the roof of the house on 9929 Water Street have contributed to ponding in the corner area between the existing stone foundation of the screen porch and the existing kitchen. This has caused some damage to the foundation and has contributed to the wetness of the crawl space below the house. They believe that the concrete footing and floor will tie the existing stone foundation together, contributing to its longevity. Along with the thick foundation, it will provide a barrier for the rainwater that will direct it to the proposed gravel French drains that will allow it to be absorbed into the ground or be diverted downgrade through the existing landscaped bed to the stone drains they installed as part of the shoreline protection that they installed jointly with 9929 Water Street.

It is and will remain a traditional cottage that has cedar siding that is painted white, a green gabled roof, and continues to maintain its present vegetation and topography. They made a significant effort to construct their shoreline protection in conjunction with their adjacent neighbors to provide a pleasing view out to the bay and a traditional view from the water. The manner of the original placement of the buildings close to the existing property boundaries on 9931 and 9933 by the Vails afforded the public-wide expanse of a view of the bay between the two houses which remains today. The shoreline protection they implemented at their cottage maintains this public view and the proposed addition does not impact this view in any manner.

Because the new northwest corner of the proposed addition wall would extend to the existing property line, they reached an agreement with Tom Munns (9929 Water Street) to change their respective property boundaries. They would like to obtain ownership from Munns of a small triangle. This triangle is shown on the attached Site Map prepared by Stantec. This Site Map also shows the identical triangle that would be transferred to Mr. Munn that starts at our common highwater mark. Given these changes the kitchen addition will not be as close to the property line as the existing northwest corner of their cottage is now.

Thorp inquired about the offset, so the square footage is not increased. Bartelt read from the PW ordinance; "the footprints in the PW District can be modified but increases to the total footprint of individual structures within the district are prohibited." Harsch said that he can offset a portion of the storage shed which is part of the primary structure but has an outdoor entrance. Bristol noted that the offset cannot be any space outside of the exterior walls.

Plan Committee Meeting Minutes Tuesday, October 29, 2024 Page 6 of 6

Bartelt would like to see the drawings of the old and new with clear dimensions, so they can be compared at the next meeting. Committee members agreed. If the committee is satisfied with the plans, then Mr. Munns will be encouraged to pursue the variance through the Board of Appeals. If the variance is approved, the application can come back to the Plan Committee for a Conditional Use Hearing.

Harsch concluded that he would not like to be in a position where he would have to tear down the family house. The alternative would be tearing it down and building it to the maximum extent which would be costly and will do nothing to maintain the look of Ephraim that makes Ephraim quaint. Harsch does not want to replace the house with a modern structure. However, that is the option.

11. New business for next meeting/next meeting date: The next meeting is Tuesday, December 17, 2024, at 7:00 PM. There will be no working session.

12. Adjournment:

Nelson moved, Samson seconded to adjourn the Plan Committee Meeting at 8:45 PM, all ayes, and the motion carried.

Recorded by,

Andrea Collak-Clerk/Treasurer

Library Committee November 7, 2024 Meeting Minutes

Call to Order:

Attendees: Carly Mulliken, Chairperson; Windsor McCutcheon, Treasurer; Grace Held, Member; Cindy Nelson, Member; Suzanne Ihrig, Branch Manager. Guest: Kelsey Stone, Ephraim Business Council. Meeting called to order at 2:02 p.m. by Carly Mulliken, who noted that we have a quorum.

Previous Minutes:

Motion to approve the previous minutes made by Cindy Nelson; seconded by Grace Held. All ayes.

Visitor Comments:

No visitor comments were made.

Treasurer's Report:

- Account balances as of 11/7/24:
 - Checking account: \$4,859.62
 - Martha Cherry Fund Savings account: \$1,905.48
 - No bills paid since our last meeting on 9/26/24
 - \$8,000 was withdrawn from our checking account on 10/1/24 and deposited into a 9-month
 CD
- Motion to approve Treasurer's Report made Cindy Nelson; seconded by Carly Mulliken. All ayes.

Librarian's Report:

- Door count was flat for September but went up in October.
- Halloween at the Library was held the week of Halloween. Door count was better than last year.
- Holiday Card Café held on 11/4. Five people made cards. May do a class in the Spring to make Spring/birthday cards.
- Ephraim Library book club re-starts on 11/12. First book of the season is "The Light is Ours" by Ann Heyse. The author will be attending our discussion.
- Motion to approve Librarian's Report made by Cindy Nelson; seconded by Grace Held. All ayes.

Christmas in the Village:

- The Library Committee reviewed plans for Christmas in the Village open house, which will be held 12/7 from 2:00 p.m. to 3:00 p.m.
- Windsor McCutcheon made a motion to increase the stipend for the Ukulele Group from \$100 to \$150. Grace Held seconded; all ayes.
- Windsor McCutcheon will contribute: donation box; candy kisses guessing game; cider (3 gallons) and crock pot; hot cups and napkins; tablecloths.
- Library Committee contact for the Ukulele Group shifted from Cindy Nelson to Carly Mulliken.
- Volunteers will meet at the Ephraim Library on 12/6 at 2:00 p.m. for initial set up. Will meet at the library on 12/7 at 1:30 p.m. for final setup.

Furniture Purchase:

- The Library Committee reviewed chairs found by Suzanne Ihrig at two local furniture stores.
- The Library Committee will start looking for appropriate chairs and send photos to each other to establish a working budget for the purchase of three 24-inch swivel chairs.

New Business:

No new business.

Art Requisition:

The Library Committee will review empty wall space and start looking for appropriately sized artwork from local artists.

Next Meeting Date:

3/13/25 at 2:00 p.m. at the Ephraim Library.

Adjournment:

Carly Mulliken made a motion to adjourn at 2:58 p.m.; Windsor McCutcheon seconded. All ayes.

VILLAGE OF EPHRAIM GREEN TIER AD-HOC COMMITTEE WORKING SESSION MINUTES THURSDAY, NOVEMBER 21, 2024 – 8:00 AM - 9996 WATER STREET



Present Lane Methner, Bruce Nelson, and Cindy Nelson-Chair.

Absent: Jeff Lutsey and Michael McCutcheon

Guests: Sophie Nelson.

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

1. Update on Door County Big Plant:

The Committee discussed if there was an area within the Village suitable for the Climate Change Coalition to engage in a Big Plant event. Ultimately, the discussion did not lead to a consensus on a suitable area for a large community planting. C. Nelson requested that committee members consider the number of trees to order for the Big Plant giveaway; the order has to be placed in February.

2. Update on Door County Trails:

C. Nelson expressed her excitement about the progress being made around the county. She noted that the Town of Gibraltar will hold a meeting on December 4, 2024, at 5:30 PM, at the Fish Creek Library to provide an update about their trail project.

3. Update on Wetlands:

Bristol explained that phase one (1) of the project is complete with regard to the bridges. The next steps include signage and some overdue maintenance to the paths. He noted that the goal is to take advantage of any weather windows that provide frozen ground without snow so that wood chips can be distributed along the paths. With two (2) days' notice, C. Nelson felt they could pull together volunteers to spread wood chips. The Committee discussed the signage in front of the Wetlands should be more detailed with the history of the Wetlands but the signage throughout the walking loops should be simplified. C. Nelson added that someone was needed to walk the wetlands to help them determine what was important to highlight with signage.

4. Update on Water Filling Stations for Fyr Bal:

A discussion was held regarding Destination Door County providing a water filling station for Fyr Bal. C. Nelson explained that people could fill their bottles or utilize composting cups. She noted that the filling station would be at twenty-eight (28) events in 2025. C. Nelson felt it may be appropriate to stop selling plastic water bottles during the event. Methner noted that would be an Ephraim Business Council "EBC" Board decision and that water sales contributed to sales revenue for Fyr Bal. C. Nelson felt it would be silly to sell water when DDC is being requested to provide water filling stations. S. Nelson suggested selling cardboard-boxed water as a plastic-free option. Methner agreed to have a conversation with the EBC Board.

5. Update on Bird City and Tree City Applications:

A discussion was held regarding the challenge of meeting the changing standards and the expense of the Bird City designation. C. Nelson noted that Tree City was free and took about ten (10) minutes to renew annually. It was agreed that Roberts should provide further information about the renewal standards so that the Committee could make an informed decision for the January meeting.

6. Update on Water Filling Stations:

A goal was set to meet with Tim Nelson to get solid numbers and locations for water filling stations for the January meeting. Locations discussed were: Marina, Beach, Village Hall, Information Center, and possibly Anderson Warehouse. The Committee felt that water filling stations would be a good grant opportunity.

7. Review of 2024 Goals:

C. Nelson reviewed the 2024 goals that were set in April: Water filling stations, energy audits on Village buildings, food pantry donation magnets for STRs, batter collection, pollinator gardens for Moravia Point and the Village Hall, and signage for the Wetlands. B. Nelson noted that with capital projects slated for Village buildings now was the time to do energy audits. C. Nelson noted that energy audits would be discussed in January. Further, battery collection would be removed from the list of goals due to ample free resources for residents to use to recycle batteries.

8. Discussion and update on Food Pantry Magnets:

Methner provided an update on the Food Pantry Magnets for STRs. She explained that communities are working together in addition to partnering with the Door County Food Pantry. They are waiting on approval of the final draft so that the magnets can be ordered. She further explained that EBC had a business sponsor who was paying for the Village magnets and the Village had offered to mail them to licensed STR properties within the Village.

9. Discuss the enclosure of the compost site map in the next Village Tax Letter insert:

C. Nelson discussed her desire to have the compost map for the county included in the next tax letter insert so that people hear more about composting. She inquired if this would necessitate Board approval. Bristol noted that there was time to discuss; the tax letter for this year has already gone to print.

Further discussion included when the next Village newsletter would go out. Committee members discussed topics such as the compost map, information about the upcoming Village re-evaluation, and a closing term article from the current Village President. The Committee brainstormed ideas on how to move away from the printed newsletter and how to ensure as many residents as possible receive the digital version. The Committee asked Roberts to report back for the January meeting all the ways the Village is in touch with property owners via mail, what we can add to encourage people to subscribe to updates from the website, and what percentage of the Village audience we are reaching.

10. Green Tier Scoresheet update:

C. Nelson reported that there were no updates to simplify the process of completing the Green Tier scoresheet. The hope had been that changes would be made to accommodate smaller communities. She noted that the scoresheet was due in March therefore the February meeting would be spent reviewing the 2024 submission. Further discussion included the importance of remaining a Green Tier Legacy Community concerning grants from the Clean Water Fund in relation to completing the needs assessment project work.

11. Discuss Green Tier as a Standing Committee:

C. Nelson explained that from time to time she brings this item up out of frustration. She reviewed how difficult it is to get on a PFU meeting agenda and the lack of a budget to support ongoing projects. Discussion included the general difference between an Ad-Hoc and a Standing Committee, if there would be importance in applying for Clean Water Fund Grants if the Committee was an Ad-Hoc versus a Standing Committee, and the path to graduating to a Village Standing Committee. Bristol reviewed the ordinance work that would be required.

12. Discussion on Green Tier Update for the Village Board:

The Committee agreed that an update for the Village Board would be conducted in December. The Committee discussed highlighting that the Village is now a five (5) year old Green Tier Legacy Community. It would be logical, C. Nelson noted, to take the next step and make the Committee a Standing Committee. Bristol recommended being specific in their ask and to include details of why it was important to legitimize the Committee, what the problems are, and the solutions.

13. Next meeting:

Next meeting date: Thursday, January 2, 2025, at 8:00 AM.

<u>Follow-up items:</u> Big Plant Order, Wetlands signage, Bird City information, Water Filling Stations, and Village newsletter/subscriber information.

New Business: Appoint Sophie Nelson to Green Tier at the December Village Board meeting.

The meeting adjourned at 9:11 AM.

Recorded by, Kim Roberts – Deputy Clerk

VILLAGE OF EPHRAIM MARINAS AND MOORINGS MINUTES WEDNESDAY, DECEMBER 4, 2024 – 8:00 AM 9996 Water Street- Ephraim Village Hall



Action Items:

Thorp moved, B. Nelson seconded to approve the minutes of October 2, 2024, as presented, all ayes. Motion carried.

B. Nelson moved, Thorp seconded to engage with Mike Kahr regarding the Anderson Dock Breakwater for engineering design, options, and a cost estimate for replacement or to provide a solution to the rough water not to exceed one thousand five hundred dollars (\$1,500) with funds coming from the Marinas and Moorings budget. Held nay, B. Nelson aye, Thorp aye, Plansky aye, and T. Nelson aye. Motion Carried.

Thorp moved, Plansky seconded to adjourn at 9:22 AM, all ayes. Motion carried.

Present: John Held, Bruce Nelson, BD Thorp, Robert Plansky, and Tim Nelson - Chair.

Guests: None.

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

- 1. Call to Order: The meeting was called to order by T. Nelson at 8:03 AM.
- 2. Changes to the agenda: There were no changes.
- **3.** Visitors' Comments: There were no comments.
- 4. Approval of the previous minutes:

Thorp moved, B. Nelson seconded to approve the minutes of October 2, 2024, as presented, all ayes. Motion carried.

5. Discussion regarding Fall Facility Walk Notes:

The Committee discussed work that could be completed over the winter as a result of the Fall Facility walkthrough. Work that was designated as a priority for the winter season: Dredging, patching holes in the sheeting at Firehouse Dock, an inspection of piers that are out of the water at Anderson Dock, and floats inspected for leaks and that they are in the best location.

Further discussion included determining if the Fireboat pier needed to be lengthened and reset in addition to the pedestal replacement determination for the upcoming Anderson Dock project and if the replacement should be plastic or metal and include the hose bib. Additionally determining if the Fireboat could be moved to an alternate slip to avoid work to the current slip.

6. Discussion and recommendation regarding the Andreson Dock Breakwater:

T. Nelson explained that the current breakwall was installed in 2005. While it improved conditions, there had been a desire to do more but at the time they were limited by riparian rights. Presently, the property owner to the south is OK with an easement to their riparian rights to add to the breakwater. He asked the Committee if it was practical to look at what improvements could be made to continue to improve the Anderson Dock harbor. He suggested a consulting agreement with Kahr that included ten (10) hours for one thousand five hundred dollars (\$1,500) to create a proposal to develop a plan to reduce the southwest swell. He noted that there had been complaints, but no formal complaints were submitted about the conditions of the harbor.

A discussion was held regarding the Anderson Dock Breakwater. T. Nelson explained the limitations of the existing breakwater due to shallow water and hard bedrock. Changes to the breakwater would require demolition and dredging. The Committee discussed additional slips, limitations of parking, the one-time investment in breakwater improvements in comparison to the continuous investment in dredging, Anderson Dock slip holder turnover, and damage which was determined to be minimal on both accounts. Held felt that the Committee may be trying to fix a problem that didn't exist. B. Nelson questioned the expense; it would not be an inexpensive endeavor and upcoming dredging due to declining water levels

should be a focus. T. Nelson stressed with the limitations due to the riparian rights out of the way it was now worth investigating options to reduce the southwest swell. He further noted that there would be discussion regarding the aesthetic changes that work to the breakwall would bring.

B. Nelson moved, Thorp seconded to engage with Mike Kahr regarding the Anderson Dock Breakwater for engineering design, options, and a cost estimate for replacement or to provide a solution to the rough water not to exceed one thousand five hundred dollars (\$1,500) with funds coming from the Marinas and Moorings budget. Held nay, B. Nelson aye, Thorp aye, Plansky aye, and T. Nelson aye. Motion Carried.

7. Discussion regarding navigational area buoys and mapping:

A discussion was held regarding Village of Ephraim waterway permits with the Wisconsin Department of Natural Resources "DNR". Specifically, the No Wake buoys and what is placed in comparison to what is permitted. Bristol explained that each permit is very clear with diagrams to locate the buoy placement. He further explained that the mooring area has been mapped with GPS coordinates and superimposed onto an aerial view of the bay. Bristol suggested mapping out each permit (color-coded flags) in what we believe to be the correct areas and then inviting Neal to discuss. To complete the mapping, Bristol suggested working in teams outside of meetings to complete the task. The Committee agreed to work on the mapping to schedule a future meeting with Mike Neal of the "DNR" throughout January.

8. New business for the next meeting:

- a. Breakwater.
- b. Research pedestals for Anderson Dock.
- c. Permanent Channel Markers.
- d. Maintenance redecking.

The next meeting of the Marinas and Moorings Committee will take place on Wednesday, January 8, 2025, at 8:00 AM.

9. Adjournment:

Thorp moved, Plansky seconded to adjourn at 9:22 AM, all ayes. Motion carried.

Recorded by, Kim Roberts - Deputy Clerk