

VILLAGE OF EPHRAIM

FOUNDED 1853



Physical Facilities/Utilities Agenda
Tuesday, January 7, 2025, 8:00 AM
Village Hall 9996 Water Street

NOTE: This Meeting of the Village Physical Facilities/Utilities Committee will also be held via teleconferencing. It will be available to the public to attend in person or by computer, phone, tablet, or dial-in. Connection information is included below in this notice.

1. Call to order
2. Changes in Agenda
3. Previous minutes – September 30, 2024
4. Visitors’ comments
5. Maintenance Manager Report
6. Discussion and consideration on Moravia Point
7. Discussion and Recommendation of Peninsula Preschool Lease
8. New business for next meeting
9. Adjournment

Please join my meeting from your computer, tablet or smartphone.

<https://meet.goto.com/117283477>

You can also dial in using your phone.

Access Code: 117-283-477

United States: [+1 \(224\) 501-3412](tel:+12245013412)

**It is possible that a quorum of the Village Board or other Village Committees may be present at the meeting. However, no action will be taken by any other Board or Committee unless specifically noticed.*

<hr/>	Date <u>1 / 2 / 2 0 2 5</u>
Andrea Collak, Clerk	<u>X</u> Village Administrative Office
	<u>X</u> Visitors’ Center
	<u>X</u> Post Office
<hr/>	<u>X</u> Website: ephraim.wi.gov
Kim Roberts, Deputy Clerk	<u>X</u> Emailed to WDOR/ Peninsula Pulse

**VILLAGE OF EPHRAIM
PHYSICAL FACILITIES & UTILITIES MINUTES
MONDAY, SEPTEMBER 30, 2024, 8:00 AM
9996 WATER STREET**



Action Items:

Flottman moved, Reinhardt seconded to approve the minutes of September 3, 2024, all ayes. Motion carried.

Flottman moved, Hoyerman seconded to recommend to the Village Board to commence a multi-year budgeting process to set aside funds to provide water to the waterfront to aid in the installation of a permanent sprinkler system, all ayes. Motion carried.

Flottman moved, Reinhardt seconded to approve and recommend the proposed 2025 Public Works budget to the Village of Ephraim Board of Trustees, all ayes. Motion carried.

Hoyerman moved to adjourn at 8:41 AM, Bridenhagen seconded, all ayes. Motion carried.

Present: Fred Bridenhagen, Paul Flottman, Rick Hoyerman, Brian Reinhardt, and Matt Meacham - Chair.

Absent: None.

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

Guests online: Kelsey Stone (EBC).

Guests in-person: Carly Mulliken and Cindy Nelson.

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

2. **Quorum:** A quorum was present for this meeting.

3. **Changes in Agenda:** There were none.

4. **Visitors' Comments:** There were none.

5. **Approval of Previous Minutes:**

Flottman moved, Reinhardt seconded to approve the minutes of September 3, 2024, all ayes. Motion carried.

6. **Maintenance Manager Report:**

MacDonald reviewed his September Report. He explained that the Maintenance Department continued with ongoing daily tasks such as cleaning Village properties and bathrooms, watering lawns, mowing, and tilling. He noted that the 2025 budget has been worked on, the beach building painted, the Village Hall exterior paint was touched up, the County repaired the concrete on CTH Q, brushing Village Streets, flags were removed for the season, several potholes were filled, snowplow wings were sandblasted for painting, lights around the Anderson Dock monument were cleaned, and the bioxide tank was removed from the Smith building. He added that Joe Biwer built a new chipper box for the F-550 frame and a second application of Wet and Forget was applied to the marina building.

7. **Discussion on Moravia Point:**

A discussion was held regarding Moravia Point. Bridenhagen noted that Moravia Point has been discussed since John Cox was president but there has always been interference with the project. He envisioned fixing the power line and wall, reassessing the road guardrail, and removal of trees to start the project with a clean canvas to allow for the planting of native trees such as Maple and Spruce that could be lit up through the holidays. Once the area is cleared, a landscaper should be consulted to advise on native plantings that will take over the area and be maintenance-free. Hoyerman asked if anything

had ever been done, if the trees were removed would it lessen the structural integrity of the area, and if the area was part of the escarpment. Bridenhagen replied that nothing had ever been done, if the roots are left the area will be left structurally sound, and no, nothing has ever been completed. Meacham noted that Feldman had completed some invasive spraying.

A conversation was held regarding the objections raised about tree removal on Moravia Point. Bridenhagen noted it is always the same people that object. He felt that there needed to be a plan to show what needed to be done. Flottman felt that Feldman's plan had been the best. There is always a roadblock when it comes to tree removal. He advised the committee that the plan had to be amended in some way before it could be presented again to the Village Board; some of the trees would need to stay. Bridenhagen explained that cedars are prone to damage and native Maple and Spruce plantings should be included in the plan. Hoyerman suggested picking some trees to save so that the project can move forward. MacDonald noted that the trees can be reviewed and selected and then they can be removed by the Maintenance Department. Meacham discussed having Bristol, MacDonald and himself select the trees that will remain and those for removal to obtain approval from the Village Board next month. Mulliken suggested a picture of the space to provide a visual of what trees are to stay and be removed.

8. Discussion on Shorefront Sprinkler Systems:

A discussion was held regarding the installation of a shorefront sprinkler system. Flottman discussed the disadvantages to watering the waterfront green spaces when people are present not to mention the manpower it takes to move hoses and sprinklers. He suggested exploring a sprinkler system for the waterfront green space areas so that watering can be completed during off-visitation hours. He noted that we are quickly learning that Ephraim is becoming much drier during the summer months than in the past. Meacham suggested a multi-year commitment to set aside funds to do the project as a recommendation to the Village Board. It would be a better use of staff time and a good investment.

Flottman moved, Hoyerman seconded to recommend to the Village Board to commence a multi-year budgeting process to set aside funds to provide water to the waterfront to aid in the installation of a permanent sprinkler system, all ayes. Motion carried.

9. Discussion and consideration of replacement windows and door at the Library:

Mulliken presented the requested quote for Marvin windows. She noted that it included the replacement of the transom window where the current A/C exists. She noted that a split system is to be put in later. Mulliken compared replacing with a picture window versus a double-hung window. She further reviewed that Ken Nelson Chair of the Historic Preservation Committee "HPC", felt that if the replacement windows were a replication of the current windows, they may not need to go to the HPC for approval. She further noted that maintenance would be staining and matching the interior trim and the exterior would remain white. She noted that Marvin does not do doors.

A discussion was held regarding the replacement of windows and door at the Library. Meacham asked how often the windows are opened at the Library. Mulliken noted that because of its street-level location, they are not opened to protect the collection. Meacham reviewed the process the Moravian Church undertook with their windows. They added storm windows instead of replacing the windows. He asked if this was an option. Mulliken stressed that the windows are from the 1960s and will need to be replaced eventually. Storm windows would only be a band-aid fix. Flottman noted that some of the frames needed replacement and storm windows required extra maintenance. Meacham explained that the item would be recommended to the board next month.

10. Discussion and consideration of the 2025 budget:

MacDonald reviewed the Vehicle Maintenance line item. With three (3) trucks, a tractor, and a skid steer which are an aging fleet he increased the budget for maintenance. Further, the fuel line item was also increased. He went on to discuss the 55200-830 Other Improvement Outlay line item. He noted that the summary of items requested for that line item totaled twenty-five thousand nine hundred dollars (\$25,900) which provided a five thousand one hundred dollar (\$5,100) budget buffer. The items

requested for Other Improvement Outlay: Village Hall Garbage Disposal, New Village Hall Commercial Dishwasher, Installation of fencing around the wellhead at the Village Hall, pull behind blower, backpack blower, repairs to the Village Hall, and brush grabber for skid steer.

A discussion was held regarding the 2025 budget. Hoyerman inquired about the cost of the Commercial Dishwasher for the Village Hall. Meacham noted that the current dishwasher was twenty (20) plus years old. If we are expecting renters of the hall to leave what they use clean we can't expect them to wait for a multi-hour dishwasher to clean plates, cups, and utensils. We need a commercial dishwasher. Hoyerman suggested doing some more research. Flottman agreed and felt more research was needed on commercial dishwashers.

Flottman moved, Reinhardt seconded to approve and recommend the proposed 2025 Public Works budget to the Village of Ephraim Board of Trustees, all ayes. Motion carried.

11. New Business for the next meeting:

- Continued discussion on Moravia Point.
- Geese Population.
- Continued discussion on Library replacement windows and door.
- Continued discussion on Shorefront sprinkler systems.

12. Adjournment:

Hoyerman moved to adjourn at 8:41 AM, Bridenhagen seconded, all ayes. Motion carried.

Recorded by, Kim Roberts – Deputy Clerk

Village of Ephraim Physical Facilities/Utilities December Maintenance Manager Report

Work done in December:

- Weekly Cleaning of Administration Office & Library along with Set-up and Tear Down of Village Hall as needed
- Wulf Brothers & Northern Electric Installed Split Unit at Library
- Finished placing Christmas Decor
- Reset Multiple GFI's on Streetlights with Christmas Lights on them
- Changed Multiple Streetlight bulbs in Old Streetlights
- Began work in Village Hall
 - Moving of Speakers
 - Repairs of Cracks
 - Patching various holes
 - Scraping of loose paint
 - Prepping areas for paint
 - Repairing of various issues that were found
- Townline Timber assisted with Digging Test holes near Storage building to assist with Soil Depth measurements for possible site of new Maintenance Building
- Cleaned up area by beach of Sand that had blown across the roadway (multiple times) possibly looking at second silt fence for next year
- Removed decals, radio, and cleaned Wastewater F-150 that was sold
- Cleaned up maintenance yard for snow removal
- Obtained 1 load of salt from Door County Highway Department
- Shoveled and Salted walkways at Harbor Side Park for Christmas in the Village
- Conducted Snow & Ice Control 7 times during month (all in house)
- Swept sidewalk several times
- Maintenance of Snow Removal Equipment
 - Greasing of Plows, Salters and lubrication of chain on spreaders
- Closed Spruce Street for Winter

Respectfully Submitted

Justin MacDonald

Maintenance Manager

jmacdonald@ephrain.wi.gov

Moravia Point



04/12/2023

COMMERCIAL LEASE AGREEMENT

This Commercial Lease Agreement ("Lease") is made and effective September 10, 2019, by and between The Village of Ephraim ("Landlord") and the Peninsula Preschool, Inc.; a 501 (c)(3) not for profit organization ("Tenant"). Landlord is the owner of land and improvements commonly known and numbered as Ephraim Administrative Office 10005 Norway and legally described as follows (the "Building"): 121-25-0010/0011 Landlord makes available for lease a portion of the Building designated as the Lower Level (the "Leased Premises").

Tenant also has use of the common areas of the building - stairway, entrance, and bathrooms - to be used in such manner as intended by their use, as well as for storage of outerwear in the cloak room portions of the common areas. Such common areas are not to be used as storage by Tenant of any other items.

Tenant had use of the common grounds outside the building, to be used in a safe manner in accordance with their license as a preschool. Tenant has the right to place and install playground equipment in the playground area and shall have the right to remove same at any time during the term of this lease provided that any damage to the grounds caused by such removal shall be repaired by Tenant at Tenant's expense.

Landlord desires to lease the Leased Premises to Tenant, and Tenant desires to lease the Leased Premises from Landlord for the term, at the rental and upon the covenants, conditions and provisions herein set forth.

THEREFORE, in consideration of the mutual promises herein, contained and other good and valuable consideration, it is agreed:

1. Term.

A. Landlord hereby leases the Leased Premises to Tenant, and Tenant hereby leases the same from Landlord, for an "Initial Term" beginning September 10, 2019 for the term of 5 years.

B. Tenant may renew the Lease for a five year renewal. Tenant shall exercise intent to renew, by giving written notice to Landlord not less than thirty (30) days prior to the expiration of the Current Term. The renewal term shall be at the rental set forth below and otherwise upon the same covenants, conditions and provisions as provided in this Lease.

2. Rental.

A. Tenant shall pay rent to Landlord by September 1 at 10005 Norway or at such other place designated by written notice from Landlord or Tenant. The rent shall be as follows: Five Hundred Dollars (\$500.00) per year.

B. The rental for any renewal lease term, if created as permitted under this Lease, shall be at an amount determined by the Village Board prior to each rental term.

3. Use

Tenant shall not use the Leased Premises for the purposes of storing personal items or items unrelated to its use as a preschool, nor shall the facility be used on a regular basis during the three months the school is not in session. During May, June and July the landlord reserves the right to temporarily store items in this space.

4. Sublease and Assignment.

Tenant shall not sublease all or any part of the Leased Premises, or assign this Lease in whole or in part without Landlord's consent.

5. Repairs.

During the Lease term, Landlord shall make, at Landlord's expense, any necessary repairs to the Leased Premises. Repairs shall include such items as routine repairs of floors, walls, ceilings, and other parts of the Leased Premises damaged or worn through normal occupancy, including for major mechanical systems or the roof, subject to the obligations of the parties otherwise set forth in this Lease.

6. Alterations and Improvements.

Tenant, at Tenant's expense, shall have the right following Landlord's consent to remodel, redecorate, and make additions, improvements and replacements of and to all or any part of the Leased Premises from time to time as Tenant may deem desirable, provided the same are made in a workmanlike manner and utilizing good quality materials.

Tenant shall have the right to place and install personal property related to preschool education, fixtures, equipment and other temporary installations in and upon the Leased Premises, and fasten the same to the

premises. All such personal property, equipment, machinery, fixtures and temporary installations, whether acquired by Tenant at the commencement of the Lease term or placed or installed on the Leased Premises by Tenant thereafter, shall remain Tenant's property free and clear of any claim by Landlord. Tenant shall have the right to remove the same at any time during the term of this Lease provided that all damage to the Leased Premises caused by such removal shall be repaired by Tenant at Tenant's expense.

7. Insurance.

A. If the Leased Premises or any other part of the Building is damaged by fire or other casualty resulting from any act or negligence of Tenant or any of Tenant's agents, employees or invitees, rent shall not be diminished or abated while such damages are under repair, and Tenant shall be responsible for the costs of repair to any and all property not covered by insurance.

B. Landlord shall maintain fire and extended coverage insurance on the Building and the Leased Premises in such amounts as Landlord shall deem appropriate. Tenant shall be responsible, at its expense, for fire and extended coverage insurance on all of its personal property, including removable fixtures, located in the Leased Premises.

C. Tenant and Landlord shall, each at its own expense, maintain a policy or policies of comprehensive general liability insurance with respect to the respective activities of each in the Building with the premiums thereon fully paid on or before due date, issued by and binding upon some insurance company approved by Landlord, such insurance to afford minimum protection of not less than \$1,000,000 combined single limit coverage of bodily injury, property damage or combination thereof. Landlord shall be listed as an additional insured on Tenant's policy or policies of comprehensive general liability insurance, and Tenant shall provide Landlord with current Certificates of Insurance evidencing Tenant's compliance with this Paragraph. Tenant shall obtain the agreement of Tenant's insurers to notify Landlord that a policy is due to expire at least (10) days prior to such expiration. Landlord shall not be required to maintain insurance against thefts within the Leased Premises of the Building.

8. Utilities.

Landlord shall pay all charges for water, sewer, gas, and electricity, used by Tenant on the Leased Premises during the term of this Lease unless otherwise expressly agreed in writing. Tenant shall pay telephone service in the leased premises. Tenant acknowledges that the Leased Premises are designed to provide standard use electrical facilities and standard office lighting. Tenant shall not use any equipment

or devices that utilize excessive electrical energy or which may, in Landlord's reasonable opinion, overload the wiring or interfere with electrical services.

With regard to garbage and recyclables, Tenant is responsible for the removal and disposition of all Tenants' recyclables on a regular basis to avoid accumulation in the Leased Premises of the building. The annual rent paid each year includes the removal by Landlord, on a weekly basis during August through May, any trash that is placed for removal by Tenant in the designated area on the lower level. Tenant must remove any and all additional garbage on a timely basis.

9. Signs.

Following Landlord's consent, Tenant shall have the right to place on the Leased Premises, at locations selected by Landlord, any signs which are permitted by applicable zoning ordinances and private restrictions. Landlord may refuse consent to any proposed signage that is in Landlord's opinion too large, deceptive, unattractive or otherwise inconsistent with or inappropriate to the Leased Premises or use of any other tenant. Tenant shall repair all damage to the Leased Premises resulting from the removal of signs installed by Tenant.

10. Entry.

Landlord shall have the right to enter upon the Leased Premises at reasonable hours to inspect the same, provided Landlord shall not thereby unreasonably interfere with Tenant's business on the Leased Premises.

11. Parking.

During the term of this Lease, Tenant shall have the non-exclusive use in common with Landlord, their guests and invitees, of the non-reserved common automobile parking areas, driveways, and footways, subject to rules and regulations for the use thereof as prescribed from time to time by Landlord.

12. Building Rules.

Tenant will comply with the rules of the Building adopted and altered by Landlord from time to time and will cause all of its agents, employees, invitees and visitors to do so; all changes to such rules will be sent by Landlord to Tenant in writing.

13. Damage and Destruction.

Subject to Section 7A. above, if the Leased Premises or any part thereof or any appurtenance thereto is so damaged by fire, casualty or structural defects that the same cannot be used for Tenant's purposes, then Tenant shall have the right within ninety (90) days following damage to elect by notice to Landlord to terminate this Lease as of the date of such damage. In the event of minor damage to any part of the Leased Premises, and if such damage does not render the Leased Premises unusable for Tenant's purposes, Landlord shall promptly repair such damage. In making the repairs called for in this paragraph, Landlord shall not be liable for any delays resulting from strikes, governmental restrictions, inability to obtain necessary materials or labor or other matters which are beyond the reasonable control of Landlord. Tenant shall be relieved from paying rent and other charges during any portion of the Lease term that the Leased Premises are inoperable or unfit for occupancy, or use, in whole or in part, for Tenant's purposes. Rentals and other charges paid in advance for any such periods shall be credited on the next ensuing payments, if any, but if no further payments are to be made, any such advance payments shall be refunded to Tenant. The provisions of this paragraph extend not only to the matters aforesaid, but also to any occurrence which is beyond Tenant's reasonable control and which renders the Leased Premises, or any appurtenance thereto, inoperable or unfit for occupancy or use, in whole or in part, for Tenant's purposes.

14. Default. If default shall at any time be made by Tenant in the payment of rent when due to Landlord as herein provided, and if said default shall continue for fifteen (15) days after written notice thereof shall have been given to Tenant by Landlord, or if default shall be made in any of the other covenants or conditions to be kept, observed and performed by Tenant, and such default shall continue for thirty (30) days after notice thereof in writing to Tenant by Landlord without correction thereof then having been commenced and thereafter diligently prosecuted, Landlord may declare the term of this Lease ended and terminated by giving Tenant written notice of such intention, and if possession of the Leased Premises is not surrendered, Landlord may reenter said premises. Landlord shall have, in addition to the remedy above provided, any other right or remedy available to Landlord on account of any Tenant default, either in law or equity. Landlord shall use reasonable efforts to mitigate its damages.

15. Quiet Possession.

Landlord covenants and warrants that upon performance by Tenant of its obligations hereunder, Landlord will keep and maintain Tenant in exclusive, quiet, peaceable, undisturbed, and uninterrupted possession of the Leased Premises during the term of this Lease. Tenant covenants and warrants that Tenant's agents, its

employees and invitees will maintain the common areas of the building in a reasonably quiet and peaceable manner in keeping with the business use of the non-leased portions of the building.

16. Condemnation.

If any legally, constituted authority condemns the Building or such part thereof which shall make the Leased Premises unsuitable for leasing, this Lease shall cease when the public authority takes possession, and Landlord and Tenant shall account for rental as of that date. Such termination shall be without prejudice to the rights of either party to recover compensation from the condemning authority for any loss or damage caused by the condemnation. Neither party shall have any rights in or to any award made to the other by the condemning authority.

17. Subordination.

Tenant agrees that it will from time to time upon request by Landlord execute and deliver to such persons as Landlord shall request a statement in recordable form certifying that this Lease is unmodified and in full force and effect (or if there have been modifications, that the same is in full force and effect as so modified), stating the dates to which rent and other charges payable under this Lease have been paid, stating that Landlord is not in default hereunder (or if Tenant alleges a default stating the nature of such alleged default) and further stating such other matters as Landlord shall reasonably require.

18. Notice.

Any notice required or permitted under this Lease shall be deemed sufficiently given or served if sent by United States certified mail, return receipt requested, addressed as follows:

If to Landlord to:

Village Of Ephraim
PO Box 138
Ephraim, WI 54211

If to Tenant to:

Peninsula Preschool
PO Box 171
Ephraim, WI 54211

Landlord and Tenant shall each have the right from time to time to change the place notice is to be given under this paragraph by written notice thereof to the other party.

19. Waiver.

No waiver of any default of Landlord or Tenant hereunder shall be implied from any omission to take any action on account of such default if such default persists or is repeated, and no express waiver shall affect any default other than the default specified in the express waiver and that only for the time and to the extent therein stated. One or more waivers by Landlord or Tenant shall not be construed as a waiver of a subsequent breach of the same covenant, term or condition.

20. Memorandum of Lease.

The parties hereto contemplate that this Lease should not and shall not be filed for record, but in lieu thereof, at the request of either party, Landlord and Tenant shall execute a Memorandum of Lease to be recorded for the purpose of giving record notice of the appropriate provisions of this Lease.

21. Headings.

The headings used in this Lease are for convenience of the parties only and shall not be considered in interpreting the meaning of any provision of this Lease.

22. Successors.

The provisions of this Lease shall extend to and be binding upon Landlord and Tenant and their respective legal representatives, successors and assigns.

23. Consent.

Landlord shall not unreasonably withhold or delay its consent with respect to any matter for which Landlord's consent is required or desirable under this Lease.

24. Performance.

If there is a default with respect to any of Landlord's covenants, warranties or representations under this Lease, and if the default continues more than fifteen (15) days after notice in writing from Tenant to Landlord specifying the default, Tenant may, at its option and without affecting any other remedy hereunder, cure such default and deduct the cost thereof from the next accruing installment or installments of rent payable hereunder until Tenant shall have been fully reimbursed for such expenditures, together

with interest thereon at a rate equal to the lessor of twelve percent (12%) per annum or the then highest lawful rate. If this Lease terminates prior to Tenant's receiving full reimbursement, Landlord shall pay the unreimbursed balance plus accrued interest to Tenant on demand.

25. Compliance with Law.

Tenant shall comply with all laws, orders, ordinances and other public requirements now or hereafter pertaining to Tenant's use of the Leased Premises. Landlord shall comply with all laws, orders, ordinances and other public requirements now or hereafter affecting the Leased Premises.

26. Final Agreement.


This Agreement terminates and supersedes all prior understandings or agreements on the subject matter hereof. This Agreement may be modified only by a further writing that is duly executed by both parties.

27. Governing Law.

This Agreement shall be governed, construed and interpreted by, through and under the Laws of the State of Wisconsin.

IN WITNESS WHEREOF, the parties have executed this lease as of the day and year first above written.

Village of Ephraim



Michael McCutcheon, M.D.,

Ephraim Village President

Peninsula Preschool



SARAH BONOVICH

Peninsula Preschool, Inc. Board President

