

# VILLAGE OF EPHRAIM

FOUNDED 1853



## VILLAGE OF EPHRAIM BOARD MEETING AGENDA

**TUESDAY, JULY 14, 2026, 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. Administration:**
  - a) Presentation of quarterly report from Ephraim Business Council
  - b) Discussion and Consideration regarding distribution of \$10,529.28 received from Tourism Zone for 250th anniversary celebration
  - c) Discussion and Consideration regarding Village of Ephraim capital reserve fund(s) for Anderson Dock maintenance/endowment and fund usage guidelines
  - d) Discussion and Consideration regarding Anderson Dock Fundraising Focus Group term extension
  - e) Discussion and Consideration regarding – Combination Class “B” and “Class C” Alcohol Beverage Retailers License:
    1. Project Zulu LLC – dba Bad Moravian/Ephraim Coffee Lab – 3055 Church St
    2. Wilder Inn LLC – dba Wilder Inn – 10013 Poplar St
  - f) Discussion and Consideration regarding Door County Emergency Communications Tower Project Intergovernmental Agreement and Easement and exemption from Ephraim tower ordinance
  - g) Discussion and Consideration regarding Administration building project planning, design and options
  - h) Discussion/update regarding village purchase of parcels 121-24-0033B and 121-24-0031C
  - i) Discussion and Consideration regarding posting of meeting minutes and recordings on website
  - j) Discussion regarding North Path tree planting proposal from Tom Wolf
  - k) Update, Discussion and Consideration regarding liberty tree planting and plaque ceremony
- 9. Airport:**
  - a) Discussion and Consideration regarding Village's position relative to future expansion and property purchases associated with current master plan discussions
  - b) Discussion and Consideration regarding right of first refusal for hangar D5
  - c) Discussion and Consideration regarding sale of hangar D5 from Warren James to Lauren Lopez
  - d) Discussion and Consideration regarding lease with Lauren Lopez for hangar D5
  - e) Discussion and Consideration regarding right of first refusal for hangar A8
  - f) Discussion and Consideration regarding sale of hangar A8 from Lauren Lopez to Jeff Drajesk
  - g) Discussion and Consideration regarding lease with Jeff Drajesk for hangar A8
  - h) Discussion and Consideration regarding lease with Steve Grasley for hangar C7
  - i) Discussion and Consideration regarding lease with Rich Bierman for hangar E7
  - j) Discussion and Consideration regarding lease with Tom Wilson for hangar F1
  - k) Discussion and Consideration regarding lease with Laura Seidensticker for hangar F2
  - l) Discussion and Consideration regarding lease with John Wilson for hangar F3
  - m) Discussion and Consideration regarding lease with David Krueger for hangar F4
- 10. Committee Minutes for review**
- 11. New Business for Next Meeting:**
- 12. Adjournment:**

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	<b>Date: <u>7/9/2026</u></b>
<b>Andrea Collak, Clerk</b>	<input checked="" type="checkbox"/> Village Administrative Office <input checked="" type="checkbox"/> Visitors' Center <input checked="" type="checkbox"/> Post Office
<b>Kim Roberts, Deputy Clerk</b>	<input checked="" type="checkbox"/> Website: <a href="http://ephrain.wi.gov">ephrain.wi.gov</a> <input checked="" type="checkbox"/> Emailed to WDOR Radio/Peninsula Pulse

**VILLAGE OF EPHRAIM  
VILLAGE BOARD MEETING MINUTES  
TUESDAY, JUNE 9, 2026 – 7:00 PM  
9996 WATER STREET- EPHRAIM VILLAGE HALL**



**Present:** Ken Nelson – Chair/President, Rick Hoyerman, Matt Meacham, Carly Mulliken, Tim Nelson

**Staff:** Brent Bristol -Village Administrator, Andrea Collak - Clerk-Treasurer

**Guests in-person:** Holly Buthnow, Michael McCutcheon, Kelsey Stone, Angela Reed, John Cox, Colin Welford, Harald Halvorsen, Keith Krist, Ken Pabich, Cody Schreck

**Guests online:** Bill Schult, “ah”, BD Thorp, Angie, Bruce Nelson, J. Larson, Lane Methner, Michael Miller, Paul

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1. **Call to Order:** K. Nelson called the meeting to order at 7:00 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:** Bill Schult, Spruce Lane, addressed the Village Board regarding the Helgeson Memorial Pole, noting that the pole had been partially power washed the previous fall and that the remaining upper half still needed power washing, potential painting, and base repairs. He urged the Village Board to fulfill its obligation to the Helgeson family and move the project forward. K. Nelson acknowledged the matter and indicated it would be addressed.

John Cox, 9923 Town Line, returned to follow up on his previous month's comments regarding the timely posting of Village Board draft minutes. He noted that all committee draft minutes had been posted throughout the month, but that the Village Board draft minutes did not appear until Friday afternoon (Village Board Agenda Packet) - leaving the public without access for the entire month. He reminded the Village Board that all trustees are co-equal members and urged the full Board, rather than the Village President alone, to address the issue. K. Nelson directed Cox to a paragraph in the Administrator's report addressing the matter, confirming that a proposed solution would be brought back to the full Village Board.

5. **Approval of previous minutes:**

**Mulliken moved, Meacham seconded to approve the minutes of the May 12, 2026 meeting, all ayes. Motion carried.**

**Mulliken moved, Meacham seconded to approve the minutes of the May 18, 2026, Closed Session meeting, all ayes. Motion carried.**

6. **President’s Comments:** Bristol delivered a public service announcement regarding a phishing scam affecting the village and its applicants. He explained that fraudulent invoices were being sent to email addresses found in digitally posted Plan Committee packets, deceptively appearing to come from the Village of Ephraim and requesting payment for zoning permits. Bristol clarified that the village sends digital invoices only for wastewater fees and does not seek electronic payment for zoning-related matters. He advised residents to carefully examine the sender's domain on any such email. He further noted that the village is exploring ways to redact personal contact information from future digital packets to protect applicants.

7. **Consent Agenda Items:**

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

8. **Administration:**

a. **Discussion and Consideration regarding YMCA request to use Anderson Dock for summer yoga classes:**

Holly Butenhoff, the Branch Executive Director at the Northern Door YMCA, noted that YMCA has been partnering with the Village of Ephraim to offer summer yoga classes, utilizing the green space on Anderson Dock, for the past five to six years and they would like to offer it again this summer. They would like to offer a Yoga Flow class this year.

Yoga Flow is designed for those with a basic understanding of yoga poses. Directions for increasing and decreasing the level of difficulty are provided for students to decide the best level for themselves. A goal of this class is to help build both strength & flexibility to balance the body. The flowing movement through poses builds. The YMCA would handle all registrations, waiver of liability forms that will be signed by any drop in participant, and all marketing materials, created by thier marketing department. For marketing purposes they will include both the YMCA and Village of Ephraim logos on all marketing materials. The following was proposed:

**Class:** Yoga Flow

**Dates:** Mondays, June 15th-August 17th

**Time:** 8:15a.m.-9:15a.m.

**Fee:** \$45.00/Session Y Members/Ephraim Residents  
\$90.00/Session Community Members  
\$10.00 Drop In Fee/Per Class

**Mulliken moved, Hoyerman seconded, to approve the YMCA's request to use Anderson Dock, the green space, for summer yoga classes, all ayes. Motion carried.**

b. **Discussion and Consideration regarding Village of Ephraim contribution to Anderson Dock Preservation Campaign:**

Mike McCutcheon, chair of the Anderson Dock Capital Campaign Task Force, presented three topics on behalf of the campaign task force, which also includes Trustees Mulliken and T. Nelson. He reported that the campaign is being guided by Brett McCoy and the Door County Community Foundation, with a third planning meeting scheduled for the following Monday, June 15th.

***Village Monetary Contribution:*** McCutcheon explained that prospective donors and committee members had raised the question of why the village itself was not contributing financially to the preservation of its own property. Brett McCoy advised that the village should have "skin in the game" and recommended at least a six-figure commitment to set an example for outside donors. The current project cost estimate stands at \$1,500,000, with an updated figure expected from AECOM. With the current estimated construction cost at \$1.5 million, McCutcheon said he was present to request at least \$100,000 in cash from the village.

Mulliken and T. Nelson both expressed support for the contribution.

Mulliken acknowledged the legitimate question donors would raise — that since the dock is village property, why shouldn't the village simply fund it entirely — and explained that the committee's position was that Anderson Dock carries an iconic significance well beyond the village itself, making it

worthy of broader community support. She added that the village's contribution, combined with acknowledgment of ongoing maintenance expenses and the already-awarded \$100,000 Community Investemnet Funf (CIF) grant, would help frame the full scope of the village's financial commitment when approaching donors.

T. Nelson echoed support for a \$100,000 contribution, characterizing village ownership of the dock as a long-term given and noting that an additional infrastructure component of the project — a utility trench along the shoreline to serve the marina — had always been understood to come from marina fund revenues, and could itself be cited as part of the village's total contribution.

Hoyerman expressed support for the contribution in principle and drew a distinction between village funds derived from marina slip rentals—which are appropriate for infrastructure—and the broader cash donation toward the iconic structure. He raised a concern he had voiced in a prior meeting: whether a formal village financial commitment might inadvertently undermine the fundraising efforts by leading some donors to conclude that the village would or should simply cover the full cost. McCutcheon responded that, based on conversations with Brett McCoy and task force members, the effect was expected to be the opposite — that far more donors would be encouraged by seeing the village commit funds than would be deterred.

Mulliken added that the campaign's framing centered on preservation, not significant alteration, which she said resonated with potential donors who cared about keeping the dock as it is.

Bristol raised an additional dimension: beyond the proposed \$100,000 cash contribution, the village had already spent substantial funds on engineering through its contract with AECOM, likely totaling another \$100,000 or more. K. Nelson suggested that the combined figure — engineering expenditures already incurred plus the new \$100,000 cash pledge — could be presented to donors as the village's total contribution of approximately \$200,000 toward the project.

The Village Board voted to approve a \$100,000 contribution from room tax funds.

**Mulliken moved, T. Nelson seconded, to approve Village of Ephraim contribution of \$100,000 of room tax funds to Anderson Dock Preservation Campaign, all ayes. Motion carried.**

*Endowment Placeholder:* McCutcheon reported that the campaign's planning documents include a placeholder endowment goal of \$1,000,000 and that the foundation is seeking direction from the Board on how such an endowment would be used.

Hoyerman asked whether any prospective donors had already indicated interest or intent in contributing to an endowment, noting that donor intent would be a significant factor in shaping how the endowment could or should be used. McCutcheon acknowledged this was still an open question, as the committee had not yet approached any donors.

Bristol noted that depending on the structure, endowment contributions might remain an option for donors long after the initial construction campaign closed, and urged the committee to think through whether construction donors and endowment donors would be acknowledged in the same way.

T. Nelson suggested the endowment should not be viewed as a replacement for the village's ongoing annual maintenance commitment — which he expected to continue from the operating budget — but rather as a fund for enhanced programming and graffiti abatement. He described graffiti remediation as near and dear to his heart, noting that a sustained, multi-year financial commitment would likely be necessary to meaningfully change public behavior.

Meacham said he preferred to hear from prospective donors about their own intentions before committing to a specific use for the endowment.

Mulliken noted the committee had also discussed using endowment income to fund programming — such as musical performances — at an improved and more accessible dock facility.

K. Nelson suggested viewing the endowment primarily as a long-term replacement fund, allowing the principal to grow over decades to cover a future major restoration.

***Donor Recognition:*** McCutcheon sought input on how to acknowledge donors in exchange for significant gifts. He confirmed that renaming Anderson Dock was not under consideration — it would remain Anderson Dock — but that a tiered recognition system based on gift level was being explored.

K. Nelson opened by stating his personal preference that no donor names appear on the exterior of the Anderson Warehouse building, expressing concern that such signage could diminish the building's unique character. He acknowledged the interior, particularly the gabled areas of the Hardy Gallery high above the floor, as a potentially appropriate location for permanent, protected recognition.

Mulliken noted the committee had discussed placing names in the upper gable sections of the building — areas that are never touched by visitors — and potentially covering them with plexiglass for protection, a technique that had been used by Hardy Gallery Director Adam for other purposes. She acknowledged, however, that mixing recognition elements inside the Hardy Gallery space could blur the distinction between the gallery's programs and the broader dock preservation project, which she found potentially confusing.

T. Nelson acknowledged that the gabled sections had seemed to him a promising location, both because they were out of reach of vandalism and because their prominent open space might otherwise attract graffiti from those who managed to reach them with ladders or lifts. He cautioned, however, that recognition should not rise to a level that looks gaudy, and suggested that small, tasteful name plaques embedded in the new dimension stone knee wall along the dock's perimeter might also be a dignified option. He referenced brass plaques set in concrete at Menominee Marina as a possible model.

Meacham expressed a preference for keeping all recognition inside the building — specifically, a plaque mounted on one of the large interior structural beams near the north entrance, which he described as a location that would look "classy" and "privileged" while being protected from weather and vandalism.

Hoyerman agreed strongly that the exterior of the building should not bear individual donor names, and added that if the committee seriously considered any exterior recognition, it would first need a credible graffiti abatement plan in place so donors could be assured their names would remain legible and undamaged. He also floated the idea of naming component parts of the dock property — such as a specific lawn area — after major donors, stopping well short of any implication that the broader dock facility had been renamed.

Bristol raised a practical distinction: recognition tied to the construction campaign would have a finite window, while endowment recognition might need to remain open-ended to accommodate future contributions.

Discussion covered several options, including naming rights (ruled out—the structure will remain "Anderson Dock"), signage on the exterior building gables, plaques on the new dimension stone knee wall, names embedded in the new concrete at the elevated Memorial area, and interior recognition at Hardy Gallery.

*The Board reached general consensus against exterior naming on the warehouse building itself, while remaining open to knee wall plaques, inscriptions in the new concrete at the elevated Memorial area, and interior recognition.*

The task force was directed to refine the recognition framework in consultation with the Door County Community Foundation.

**c. Discussion and Consideration regarding – Combination Class “B” and “Class C” Alcohol Beverage Retailers License:**

**1. Dandelion LLC - dba The Secret Garden of Door County – 10347 Hwy 42**

Colin Welford, owner, clarified that alcohol service would occur from a fixed location within the structure as well as from mobile service points throughout the property, given the distance and uneven terrain of the site. The Board noted that health and fire inspections were still pending.

**Mulliken moved, Meacham seconded, to approve the Combination Class “B” and “Class C” Alcohol Beverage Retailers License for Dandelion LLC dba The Secret Garden of Door County at 10347 Hwy 42, dependent on passed fire and health inspection, all ayes. Motion carried.**

**d. Discussion and Consideration regarding – “Class C” Alcohol Beverage Retailers License:**

**1. Parisienne Farmgirl LLC – dba Everyday Château – 10421 Hwy 42**

K. Nelson noted that a 2024 change in state law eliminated the prior requirement to serve food in order to obtain a wine license. The law no longer requires the licensee to be a restaurant. It was clarified that under the “Class C” license, wine may be sold by the glass for on-premises consumption only; bottles cannot be sold for off-premises take-away. Angela Reed confirmed the business had already held a soft opening. A fire inspection was noted as a remaining condition.

**Mulliken moved, Mecham seconded, to approve the “Class C” Alcohol Beverage Retailers License for Parisienne Farmgirl LLC dba Everyday Château at 10421 Hwy 42, contingent upon passed fire inspection, all ayes. Motion carried.**

**e. Discussion and Consideration regarding Temporary Class “B” Alcohol Beverage Retailers License:**

**1. Ephraim Business Council (EBC) – Evenings in Ephraim/Bondemarked – June 22, 2026**

Mulliken noted that the event also serves as a celebration of the opening of the North Path. The license covers a single day.

**Mulliken moved, T. Nelson seconded, to approve the Temporary Class “B” Alcohol Beverage Retailers License for the Ephraim Business Council, Evenings in Ephraim/Bondemarked on June 22, 2026, all ayes. Motion carried.**

**f. Update regarding North Path Project:**

Bristol reported that the North Path is operational. He and K. Nelson, along with Relyco and AECOM representatives, conducted a punch list walk approximately two weeks prior. Most minor items identified have since been addressed, and the project was characterized as having gone well overall, with the contractor being responsive and timely.

The Board discussed several follow-up items. Meacham and a local business owner had independently observed motorists turning into driveways without yielding to pedestrians on the path. Meacham indicated that Physical Facilities & Utilities (PFU) had already begun discussing pavement markings at driveway crossings reading "Pedestrians Yield to Traffic," with the intent of placing warnings where people are most likely to see them—at their feet rather than on signage.

K. Nelson raised the possibility of petitioning the state to lower the speed limit in northern Ephraim from 40 mph to 35 mph, citing the increased pedestrian activity generated by the new path and the 45 mph approach from the north. Meacham and others were skeptical, recalling prior state resistance to speed limit changes absent documented incidents. Bristol suggested a two-step approach: placing the state on notice of the village's concerns and documenting observed near-misses or unsafe conditions from nearby business owners to support a future request. The Board was generally in favor of at least formally raising the concern with the state.

Welford raised additional observations: that the new and patched asphalt sections currently make it difficult to distinguish the path from the shoulder; that bicycle path lane markings have gaps; that the orange snow fencing on three adjacent properties should be removed now that construction is complete; and that a relocated utility pole had left overhead wire and a marker ball that should be addressed.

Bristol confirmed the snow fencing and wire would be dealt with shortly, and that the asphalt would weather to a uniform gray over time. He also confirmed that a utility wire installed with a relocated telegraph pole would be buried in the near future. Mulliken also raised the question of whether accelerating the installation of path lighting might help delineate the path more clearly for drivers. K. Nelson indicated lighting installation had been deferred to fall to avoid construction conflicts with path users, but said the timeline could be reconsidered.

As discussed last month the village will be supporting the Ephraim Business Council in a ribbon cutting type celebration of path completion that coincides with the first Bondemarked event on the Monday, 22nd of June, 2026.

**g. Discussion and Consideration regarding Door County Emergency Communication Tower Project Draft Intergovernmental Agreement and Easement:**

Bristol explained that following prior Board discussion, the village's concerns had been submitted to the village attorney, who then conducted negotiations with the county attorney. Ken Pabich, Door County Administrator, was present and confirmed that the two attorneys had worked through the full draft agreement and reached consensus on all outstanding issues. However, the final revised agreement had not yet been prepared for formal Board review.

The Board discussed next steps. It was agreed that the matter would proceed to the Plan Commission for review of the specific site location and design, while the attorneys finalize the updated agreement language for a subsequent formal vote. County Administrator indicated that the county is primarily seeking assurance that the village intends to move forward in good faith so that due diligence work—including soil borings to confirm site viability—can proceed in parallel. He confirmed that the proposed southeastern corner location continues to provide adequate coverage for the downtown area.

*The Board reached consensus to authorize the village attorney to finalize the agreement with the County and to place the item on the Plan Commission agenda, with the final agreement returning to the Board for signature.*

**h. Discussion and Consideration regarding Administration building project planning, design and options:**

Bristol presented an update on the administration building project. Since the prior month's discussion, the task force had submitted follow-up questions to the architect, Keller, and PFU had reviewed the options and provided a recommendation.

• ***OPTION 0 (Deferred Maintenance): \$600,000 with \$50,000 contingency***

The project scope is limited to targeted deferred maintenance, including the addition of HVAC to two enclosed office spaces (currently not code compliant), improvements to building insulation / exterior envelope, conditioned HVAC basement, and full roof replacement. The work does not include building expansion, reconfiguration, or full system replacement beyond these defined areas, and is intended to address specific performance deficiencies rather than a long term solution.

**Pros:**

- Addresses the deferred maintenance issues within the current building.
- HVAC added to the two rear offices and basement
- Conditioned basement allows for additional storage
- New roof on building
- New insulation on exterior walls and roof of building

**Cons:**

- No alterations within the office building
- No relocation of meetings from Village Hall
- No room for any growth
- No accessibility improvements
- Not intended as a long-term solution

• ***OPTION 1 (Remodel Existing 2,172 sq.ft): \$1.3 million with \$100,000 contingency***

A comprehensive renovation of the existing 2,172 square foot facility to improve functionality, code compliance, and overall building performance. Work would involve reconfiguration of interior spaces, upgrades to mechanical, electrical, and plumbing systems, and improvements to the building envelope as needed. This approach maintains the existing structure while modernizing the facility to better support current and future operational needs. In addition, some interior reconfiguration within existing space.

**Pros:**

- Can possibly move smaller committee meetings back to Admin Building
- Conditioned basement allows for additional storage
- Options for minor reconfiguring of office layout within the existing building envelope
- Some modernization of facility to better support current and future needs
- Better accessibility with the addition of exterior ramp
- HVAC added to the two existing rear offices and basement

**Cons:**

- 1 office still has no openable window
- Still requires the use of Village Hall for HPC/Plan and Village Board Mtgs.
- Meetings held in office are still somewhat disruptive to office operations as the flow and access is not ideal
- AV system while new would likely still have to be broken down from time to time and cannot likely be hard wired. This increases the likelihood of failure, disruption and maintenance.

• ***OPTION 2 (Remodel & Small Addition, Total 2,990 sq. ft.; Existing 2,172 sq. ft. & New 818 sq.ft.): \$1.8 million with \$100,000 contingency***

This option includes renovation of the existing 2,172 square foot facility combined with an 818 square foot addition to allow internal ramps (rather than external). This option improves on

'option 2' in allowing a safer solution with lower long-term maintenance costs. Work includes integration of new and existing systems, interior reconfiguration, and upgrades to building systems and envelope as required to support the addition.

**Pros:**

- All village meetings, minus the largest public hearings, can move back to Admin bldg.
- Board/Committee member table and AV systems can be permanent/hard wired
- Conditioned basement allows for additional storage
- Small addition allows for a more significant reconfiguring of the office/meeting room layout for more separation and better flow. Offices can all be new construction designed based on needs with new HVAC equipment and openable windows.
- Modernizes facility to better support current and future needs
- Accessible ramp is completely enclosed
- Addition only impacts the portion of the building that was previously an addition. Original aesthetics retained
- Room for Fire Department classroom training

**Cons:**

- Looking at the long term this plan likely limits office staffing to 3 full-time employees. Current staff does not see the need for a 4th full-time staff member on the horizon. Space can be found for part-time employees, limited-term employees or interns if need be.

• ***OPTION 3 (Remodel & Large Addition, Total 4,178 sq. ft.; Existing 2,172 sq. ft. & New 2,006 sq.ft): \$2.3 million with \$100,000 contingency***

This option includes renovation of the existing 2,172 square foot facility combined with a 2,006 square foot addition to expand overall building capacity. The project would address deficiencies within the existing structure while providing new, purpose-built space to support operational needs. Work includes integration of new and existing systems, improved layout and circulation, and targeted upgrades to the existing building to align with the addition.

**Pros:**

- All village meetings can move back to Admin bldg.
- Board/Committee member table and AV systems can be permanent/hard wired
- Conditioned basement allows for additional storage
- Large addition would completely separate the admin office from the meeting room so no disruption would occur
- Completely modern office housed in a brand-new office addition.
- Better accessibility
- Enough space to guarantee that the addition would satisfy the needs of the admin department for the foreseeable future.
- Accessible ramp is completely enclosed.

**Cons:**

- Cost
- Separation is a con on election day as the offices of Andrea and Kim would be removed from the operation and out of earshot.
- Significant change to the look of the building, additional bulk

• ***OPTION 4 (New Building, 3,500 sq. ft.): \$2.0 million with \$100,000 contingency***

This option includes construction of a new 3,500 square foot facility, replacing the existing building entirely. The new facility would be designed to meet current operational requirements, building codes, and energy performance standards. Important to note this does not include land cost. This approach eliminates constraints associated with the existing structure and allow for a fully optimized layout, modern systems, and long-term durability with reduced maintenance.

**Pros:**

- Ground up purpose built new construction that will be a long-term solution without the need to

utilize a portion of the existing building.

**Cons:**

- Plan results in either the demolition of the existing Admin building or the relocating of the facility to a new location. The latter option would still require us to incur the costs of deferred maintenance in Option 0
- If built in the same location, we would lose a historic building
- If built on the same site but in a different location, would require new utility connections, parking lot, driveways, etc.
- Cost

Bristol reported that Keller's responses to the task force's questions were as follows:

- A limited-use elevator to the basement would cost approximately \$100,000; a full commercial elevator would cost approximately \$300,000.
- Demolition of the existing building, if pursued, would cost roughly \$40,000 for teardown and hauling, plus approximately \$15,000–\$16,000 for asbestos tile abatement in the basement.
- The timeline for teardown and new construction on the same footprint would be approximately 8–9 months, with the teardown itself requiring only 1–2 weeks.
- Upgrading a new building (Option 4) to reflect the high-end masonry aesthetic of the existing admin building would add approximately \$150,000 to the baseline Option 4 cost of \$2,000,000, bringing that option to approximately \$2,150,000.

PFU's recommendation was to focus the Board's attention on Option 2 (a modest addition to the existing administration building) and Option 4 (a new standalone structure).

Meacham clarified that Option 4, as discussed, would not involve demolishing the existing administration building, but rather constructing a new building on a different portion of the same village-owned parcel, on the opposite side of the fire station from the existing building. He argued that it made little financial sense to invest heavily in an aging building with old electrical, plumbing, HVAC, and roofing when the village already owns land where a purpose-built, fully accessible new facility could be constructed, and staff could continue operating in the existing building during construction.

Mulliken flagged that any option applied to the existing building would need to address accessibility, and noted the Board had also received public comments expressing strong sentiment for the existing admin building, which, while not on the historic register, carries significant historical significance to the community.

Hoyerman said he had a few distinct thoughts. First, regardless of which option is selected, he believed the existing admin building would not come down — the community would not allow it — meaning maintenance and eventual renovation costs for that building were effectively fixed no matter what. Second, he noted that staff had indicated no fourth full-time employee is anticipated in the foreseeable future, and that the historic Village Hall has significant symbolic value as a meeting place. He expressed a preference for continuing to hold all the meetings in the Village Hall, characterizing it as a special and symbolically appropriate venue for public governance. He suggested that improving the Village Hall's technology infrastructure should be explored as a parallel track, and said that for him, the decision between options was between Option 1 and Option 2, not Option 4.

T. Nelson said he shared Hoyerman's idea for holding meetings at the Village Hall, but acknowledged he had been informed that the technology limitations of the building are not easily solved by available vendors — the fundamental challenge being that the current setup requires assembly and disassembly for each meeting, and that the more permanent and hardwired a system becomes, the less compatible the space is with its other uses. He said he had arrived leaning toward Options 2 and 4 but was

reconsidering whether Option 1 might remain on the table if a workable technology solution for the Village Hall could be identified.

Bristol acknowledged the appeal of keeping meetings at the Village Hall but raised the reliability challenges of the current audio-visual setup - representing an investment of \$25,000–\$30,000 - works adequately, but its reliability is compromised by the need to tear it down and reassemble it for every meeting, since a permanent hardwired installation would reduce the room's versatility for other uses., which requires teardown and setup for each meeting and has experienced failures when remote participants are involved. He noted that permanence of the AV installation is closely linked to reliability, and that a hardwired, permanently installed system in the Village Hall would substantially reduce the risk of failure—but would require some physical modification to the stage area to accommodate it. He estimated that extending the stage depth by more than the two feet previously discussed would significantly improve the options for a permanent, functional layout. He also noted that the increased frequency of the Village Hall's use — driven by the policy of making it available to nonprofits — had itself increased the setup and teardown burden.

K. Nelson reframed the conceptual path forward: if the Board wished to keep all village meetings in the Village Hall permanently, then the appropriate questions were (1) what investment would be needed to make the Village Hall reliably meeting-ready, and (2) how would that change the footprint requirements for whatever option was chosen for the admin building. He noted that if meetings were never going to return to the admin building, the admin building options could be scaled down — Option 1 could be considered for \$1.3 million instead of Option 2 for \$1.8 million - no need for a large conference room, since the Village Hall would serve that purpose. \$500,000 could be used to get the Village Hall meeting-ready.

Hoyerman acknowledged the logic of this framing and asked whether anyone had obtained technology advice specifically on what it would take to make the Village Hall reliably functional for remote-participation meetings on a permanent basis. Bristol said no formal study had been commissioned and suggested it might be worth exploring.

Bristol also reported that the environmental testing of the existing administration building had returned results indicating the presence of mold. While the levels did not trigger major alarms at the time of testing, the report qualified that the testing occurred during cool, dry conditions and that mold levels could be significantly higher during hot, humid summer weather. He indicated he intended to follow up with the laboratory for guidance on next steps, including whether a retest during summer conditions would be warranted.

Mulliken reminded the group that one of the main concerns that task force tried to solve was the workflow of the admin staff, the overall operations and how the space of admin building could be used more effectively with having all the meetings back in the administrative building.

*The Board reached consensus to eliminate Option 3 from further consideration. Options 1, 2, and 4 (new building on a separate portion of the existing site) remain under active consideration.*

The task force was directed to explore what investment would be required to make the Village Hall a permanent, reliable meeting facility, which would inform how much space in a renovated or new administration building would need to be dedicated to meetings. The matter will return to the Board at the next meeting.

**i. Discussion and Consideration regarding planting of Liberty Tree:**

Mulliken provided an informational update on the Liberty Tree project, noting that the task force consisting of Cody Shreck from Ephraim Historical Society, Matt Meacham, Brent Bristol and herself had reached a consensus. They are recommending a Princeton Elm Tree – a disease resistant hybrid of the American Elm, the species of the original historic Liberty Trees – sourced from Hortonville,

Wisconsin, to be planted at Harborside Park, near where another tree had come down, leaving ample lawn space for public enjoyment. An aerial image illustrating the proposed placement was shown. The proposed tree would be four inches in diameter and 18 to 20 feet tall at planting. The cost is \$650 for the tree.

Bristol noted that equipment and digging will be coordinated between the vendor and maintenance manager MacDonald.

The plaque itself, just under \$600, would feature the following text, refined during discussion:

*Semiquincentennial Liberty Tree planted July 4th, 2026, in Commemoration of the 250th Anniversary of the founding of the United States of America, dedicated by the people of Ephraim.*

The task force recommended a specific font and a darker leatherette-style background texture for the plaque.

Total project cost was estimated at approximately \$1,900.

T. Nelson raised a practical question about soil preparation, suggesting that the nursery (Wolf Rafter) be consulted on any recommended soil treatment or conditioning to maximize the tree's chances of survival. Bristol noted that Wolf Rafter had previously completed a large planting project in Sister Bay and was familiar with the local soil conditions.

Hoyerman was supportive and asked whether the Ephraim Historical Foundation would be making a monetary contribution to the project and whether the Foundation's name should appear on the plaque alongside the village. After discussion, the Board reached consensus that the plaque should simply read "the people of Ephraim" — reflecting that the village as a community, rather than any specific organization, was the sponsor — without listing organizational names that could raise questions about why some were included and others were not.

K. Nelson raised the practical question of timing: with the target date of July 4th and no additional Board meeting before then, the task force would need to move quickly on finalizing the plaque wording so the order could be placed, given a 4–6 week lead time for fabrication. Mulliken acknowledged the plaque might not be ready by July 4th and suggested the tree could be planted first, with the stone and plaque installed once they arrived. The Board discussed whether a small gathering or ceremony might be organized for July 4th to mark the occasion, with the practical consensus being that a photo opportunity and informal gathering — rather than a formal ceremony — would be realistic given the timeline.

The final agreed wording was:

*Semiquincentennial Liberty Tree planted July 4th, 2026, in Commemoration of the 250th Anniversary of the founding of the United States of America, dedicated by the people of Ephraim.*

<b>T. Nelson moved, Hoyerman seconded to approve the Liberty Tree Project as discussed, all ayes. Motion carried.</b>
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## 9. **Physical Facilities:**

### a. **Update regarding Village brush dump:**

Trustee Matt reported that in response to concerns about illegal dumping discussed at the prior meeting, the village will place an existing camera at the brush dump in plain sight, accompanied by

signage advising users they are on camera. Gravel has also been added to address a low spot in the area, and usage has reportedly increased.

**b. Update regarding Canada goose damage management plan:**

Bristol reported that that U.S. Department of Agriculture (USDA) scheduled Village of Ephraim for the goose round-up and removal of geese. Per the Board's prior authorization, the action will proceed contingent on adequate numbers. He indicated that responses from participating properties have been strong and that the plan is on track unless conditions change.

**c. Discussion and Consideration regarding Non-Profit use of Village Hall and fees:**

Meacham presented the PFU committee's recommendation regarding the use of the Village Hall by nonprofit organizations. The committee's consensus was that Ephraim-based nonprofits should be permitted to use the Village Hall without charge, subject to the condition that they leave the space in the same condition in which they found it — including setting up and taking down chairs and tables themselves, and sweeping the space afterward. If it is determined after use that the space was not left as found, an \$85 cleaning or reset fee would be assessed.

The Board confirmed that the preferential no-fee arrangement would apply only to Ephraim-based nonprofits; nonprofits from outside the village would be subject to the standard rental fee schedule. The Board directed that appropriate language be added to the fee schedule to reflect this policy. No formal motion was taken.

**10. Committee Minutes for review:** There were no comments.

**11. New business for the Next Meeting:** There was no new business for the next meeting.

**12. Adjournment:**

<b>T. Nelson moved, Meacham seconded to adjourn at 9:15 PM, all ayes. Motion carried.</b>
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*Recorded by,*

*Andrea Collak – Clerk/Treasurer*

**VILLAGE OF EPHRAIM BOARD MEETING MINUTES  
CLOSED SESSION  
THURSDAY, JUNE 18, 2026 – 12:00 PM  
10005 NORWAY STREET – VILLAGE ADMINISTRATION BUILDING**



**Present:** Ken Nelson – Chair, Rick Hoyerman, Matt Meacham, Carly Mulliken, Tim Nelson

**Absent:** None

**Staff:** Brent Bristol – Village Administrator

1. **Call to Order:** Chairman K. Nelson called the meeting to order at 12:00 PM.
2. **Quorum:** A quorum was present for this meeting.
3. **The Village Board may entertain a motion and convene into Closed Session per §19.85(1)(e) Wis. Stats. considering deliberating or negotiating the purchasing of public properties, the investing of public funds, or to conduct other specified public business, whenever competitive or bargaining reasons require a closed session. *Specifically, for the purpose of considering the potential purchase of parcels 121-24-0033B and 121-24-0031C.***

**T. Nelson moved, Hoyerman seconded to convene into Closed Session per §19.85(1)(e) Wis. Stats. considering deliberating or negotiating the purchasing of public properties, the investing of public funds, or to conduct other specified public business, whenever competitive or bargaining reasons require a closed session. – *Specifically, for the purpose of considering the potential purchase of parcels 121-24-0033B and 121-24-0031C.* 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.**

**Hoyerman moved, T. Nelson seconded to make an offer to purchase tax parcels 121-24-0033B and 121-24-0031C at a combined price of \$560,000 and further moved to authorize the Village Attorney to draft an offer to purchase on those terms, all ayes. Motion carried.**

No additional matters were addressed beyond the business considered in closed session.

5. **Adjournment:**

**T. Nelson moved, Hoyerman seconded to adjourn at 1:30 PM, all ayes. Motion carried.**

*Recorded by,  
Andrea Collak – Clerk/Treasurer*

**VILLAGE OF EPHRAIM  
VILLAGE BOARD MEETING MINUTES  
MONDAY, JUNE 22, 2026 – 12:00 PM  
10005 NORWAY STREET – VILLAGE ADMINISTRATION BUILDING**



**Present:** Ken Nelson – Chair/President, Rick Hoyerman, Matt Meacham, Carly Mulliken, Tim Nelson

**Staff:** Brent Bristol -Village Administrator

**Guests in-person:** Michael McCutcheon, Sarah Martin, Rob Davis, Diane Taillon

**Guests online:** Tony Beadell

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1. **Call to Order:** K. Nelson called the meeting to order at 7:00 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 visitor's comments.
  5. **Administration:**
    - a. **Village contribution to the Anderson Dock Capital Campaign for the Anderson Dock Project:**  
K. Nelson introduced agenda item and turned the floor over to Mike McCutcheon, identified as the leader of the Anderson Dock Capital Campaign Task Force.

McCutcheon opened by reiterating the Task Force's request for additional financial support from the Village, grounding his argument in a widely accepted benchmark for similar community projects: that the sponsoring municipality or town should contribute at least one-third of the total project cost. He walked the board through the current financial picture, noting that existing Village-related contributions and expenditures totaled approximately \$361,000, broken down as follows: \$100,000 from the CIF (Community Investment Fund, described as room tax money from the destination Door County entity), \$100,000 directly from the Village, and \$161,000 already spent by the Village on engineering drawings and related preparatory work through AECOM.

With the total restoration cost of the Anderson Dock rounded to \$1,700,000, McCutcheon calculated that one-third of that figure equals approximately \$566,700. Subtracting the \$361,000 already contributed, he arrived at a remaining gap of roughly \$205,700. On that basis, the Task Force came before the Board to formally request an additional \$200,000 from the Village — an amount that would bring the Village's total contribution to the one-third threshold that McCutcheon and the Task Force's consultant, Bret Bicoy, have identified as a key marker of credibility and fundraising success.

Tony Beadell, participating by phone, framed the issue from two vantage points: that of a potential donor and that of a potential solicitor. He acknowledged that this situation is fundamentally different from, say, a fundraiser to purchase private property such as the Iverson house. Because Anderson Dock is already Village-owned property, prospective donors will naturally and reasonably ask: "Why isn't the Village taking care of this completely?" Beadell characterized that question not as a hostile reaction, but as an inevitable one — and one that the Task Force will have to answer convincingly every time they approach a major donor. He argued that a substantial financial commitment from the Village is essential to signal the Village's total investment in the project before the public fundraising effort is launched. Without it, solicitors will find themselves fighting an uphill battle. He also raised a secondary concern for the Board's consideration: the protective covenants on the Anderson Barn. He suggested the Village and the Task Force should verify that the structure cannot be demolished or relocated by a

future Board, noting that long-term donors will want assurance that the building they are helping to preserve will not "disappear in 15 or 10 years with a new Board." He concluded by reaffirming the central message: "We need a substantial amount of money from the Village to really go to donors to expect them to step forward."

McCutcheon read aloud a written statement submitted by Village resident Steve Sauter, who was unable to attend. Sauter's statement expressed the view that maintenance of Anderson Dock is primarily the responsibility of the Village, arguing that there is "no more popular piece of property owned by the Village than Anderson Dock." Sauter also suggested that the Ephraim Marina, tourism tax funds, and the Ephraim Foundation — whose stated mission includes preservation of historical structures — all have an obligation to participate financially. As a property taxpayer, he is already contributing through his tax payments and asked the Board to "direct a portion of that payment to the maintenance of Anderson Dock."

A Task Force member Sarah Martin added that the Task Force has known from the beginning that the question of Village ownership would be one of the biggest fundraising obstacles. She noted that the Door County Community Foundation has been helping the Task Force craft messaging to address this challenge, and that the Foundation specifically emphasized the importance of the Village having "skin in the game." Sarah relayed that in casual early conversations with prospective donors — even before any formal solicitation has begun — the ownership question has already come up repeatedly. She expressed confidence that a stronger Village contribution would provide a compelling, straightforward answer: "Yeah, they're throwing in the third, you know — we're all in this together."

Rob Davis as another Task Force member agreed with the foregoing and noted that the outstanding question of the endowment — the long-term maintenance fund — was also relevant. He suggested that the Village making a formal commitment to serve as the ongoing maintainer of the structure, perhaps backed by a dedicated financial pool, would provide donors with a tangible, structural assurance rather than simply a promise.

Meacham opened the Board's response by acknowledging that the Task Force's request was not unreasonable. However, he pushed back on the implicit suggestion that the Village had historically neglected the building, noting that he could not recall any meeting at which the Village declared it would not maintain Anderson Dock. He questioned where the narrative of non-commitment originated.

Sarah Martin clarified that Steve Sauter's reference to "maintaining" the building was not a criticism of routine upkeep but rather a concern about long-term preservation — essentially asking, if no funds were raised, would the Village choose not to undertake the restoration at all? Meacham indicated he understood the distinction and agreed that such a concern — the Village choosing not to act — would not be in keeping with the Board's obligations.

Mulliken acknowledged the difficulty of wearing "dual hats" — both as a Village Board member and as a prospective fundraising solicitor. She articulated the core tension clearly: as a solicitor, he needs to be able to say with confidence that the Village is equally invested in the project and is demonstrating that commitment by funding a full one-third of the cost. Mulliken noted the challenge of answering donors' questions confidently while simultaneously asking for their money. She raised the possibility of finding ways to quantify the Village's non-monetary contributions — ongoing maintenance labor, seasonal opening and closing of facilities, garbage collection, graffiti removal — and incorporating those into the campaign's narrative of Village commitment. She added that the potential for a second CIF grant application was worth exploring as another form of demonstrable Village engagement.

Hoyerman sought clarification on McCutcheon's financial figures, confirming the breakdown of the \$361,000. He indicated he had no fundamental objection to the Village contributing more but raised a

pointed philosophical question: at what level of contribution does the Village successfully answer the donor skepticism, and is there a risk of a "slippery slope" where no amount is ever deemed sufficient? Hoyerman also noted the Village's general "user pays" philosophy with respect to infrastructure — citing the marina and airport funds as examples — and asked whether the Task Force's solicitors could frame the Village's overall contribution, including maintenance costs, as a "very substantial contribution" that justifies asking donors to step forward as well.

McCutcheon responded that, above all, the Task Force does not want to fail. He reiterated that the one-third benchmark came directly from consultant Bret Bicoy professional experience, and that meeting it has been identified as a meaningful psychological and practical threshold for donor confidence.

Tony Beadell interjected to make what he called a key point for the Board: "The Village Board has absolutely nothing to lose here." He explained that if the fundraising campaign falls short, the Village will simply have to make up the difference on its own — so committing additional funds now does not expose the Village to any financial risk it doesn't already bear. He also noted that any funds raised beyond the restoration cost would flow into an endowment for the ongoing care of the dock, meaning the Village's contribution would benefit Village property in perpetuity: "So the village has nothing to lose by putting in 300,000 dollars total because if we go over that mark, it's all gonna go to the good of the Village in an endowment."

T. Nelson offered a more measured perspective. He reminded the group that the Task Force has not yet completed its training with consultant Bret Bicoy and has not yet formally begun soliciting donations. Characterizing the early fundraising conversations as exploratory rather than representative, he cautioned against drawing conclusions about donor attitudes prematurely. He also questioned the framing of "failure" — noting that taken to its logical extreme, a sufficiently large Village contribution could theoretically guarantee success, but that misses the point of the exercise: "Let's have the village kick in \$1,600,000 — then we're sure to be successful fundraising." Nelson argued that the Village has already demonstrated substantial skin in the game — \$161,000 in engineering, \$100,000 in direct contribution, \$100,000 secured through the CIF — and that anyone "with a head" can see that. He expressed confidence that the project would be completed regardless. He concluded that in his view, pushing the Village to commit additional funds before the Task Force has even begun formally fundraising would be nice but is not necessary. The Village owns the property and it is not going away even without the contributions. People all over the Wisconsin would donate the money only if they want to.

K. Nelson offered his own perspective. He recalled that when the capital projects initiative was first developed — with McCutcheon serving as Board President — Anderson Dock had been ranked the number one priority by the community. He noted that the water level threat to the building had since receded, but the restoration commitment remained unchanged. He also recalled that over his eight years on the Board, individuals had repeatedly approached the Village saying they wanted to participate financially when the project got underway, and he expressed strong confidence those donors are "out there." K. Nelson recalled consultant Bret Bicoy's presentation, in which Bicoy had suggested that if the campaign could reach the halfway point — approximately \$750,000 — through lead gifts, the campaign could then approach the broader public marketplace with a matching or leveraged-giving proposition. The Chair observed that the Village's current position, at close to \$400,000 in contributions and expenditures, is "nothing to sneeze at," and suggested that rather than committing additional funds upfront, the Board should allow the Task Force to proceed and then be available to cover any shortfall near the project start date, which was identified as fall 2027. He stated clearly that if the Task Force came back to the Board at that time with a funding gap, "I believe this board is gonna be sitting right there."

McCutcheon acknowledged the optimism but asked whether the Board would be willing to put that commitment into a binding motion, which drew a brief and spirited exchange. K. Nelson ultimately did not move forward with a formal motion to that effect at the meeting, but the sentiment was broadly shared around the table.

K. Nelson proposed that the Village consider establishing a dedicated capital reserve account for Anderson Dock — similar to how the Village maintains capital accounts for the fire department, village hall, and other infrastructure. He noted that no such account currently exists for Anderson Dock. The concept: calculate a reasonable annual maintenance and capital replacement contribution based on the long-term cost of the structure, begin funding it annually, and present that ongoing commitment to donors as tangible evidence of the Village's long-term stewardship.

T. Nelson enthusiastically endorsed the concept, suggesting the present value of 50 years of projected maintenance costs could be calculated and presented as part of the Village's total contribution figure. Mulliken agreed this would be highly useful for solicitation purposes — particularly if the annual maintenance labor and operational costs (mowing, seasonal opening and closing, utilities, graffiti removal) could also be quantified and included in campaign materials as a demonstration of the Village's ongoing investment.

McCutcheon called this "an excellent idea," and the T. Nelson indicated the Board would take it up in forthcoming budget discussions. While no formal action was taken on the capital account at this meeting, the Board expressed clear intent to establish one, with K. Nelson noting it would need to be formally approved through the budget process.

The Board did not take a formal vote to appropriate an additional \$200,000 to the campaign at this meeting. The consensus that emerged was as follows: the Village's existing contributions and expenditures of approximately \$361,000—potentially growing with a marina and moorings contribution of approximately \$20,000–\$30,000—represent a meaningful and communicable commitment.

The Board directed that steps be taken to: **(1)** quantify and document the Village's annual maintenance contributions to Anderson Dock for use in campaign marketing materials; **(2)** explore establishing a dedicated capital account for Anderson Dock long-term maintenance; and **(3)** consider a second application to the CIF for additional grant funding.

The Board expressed collective willingness to revisit additional direct financial contributions closer to the project bid date in fall 2027 if a funding gap remains at that time.

McCutcheon noted that the Task Force's meeting the following day with Bret BiCoy — focused on building a donor prospect list — was an important next step, and the Board expressed confidence in the Task Force's ability to proceed.

**b. Donor recognition preferences from the Anderson Dock Capital Campaign Task Force:**

McCutcheon introduced the second item by describing work done by Jane Larson, a Task Force member, who had independently developed three design concepts for a donor recognition feature to be installed at Anderson Dock. The three options, all described as maritime in theme, were: (1) a compass rose design, (2) a ship's helm design, and (3) a circular frame design featuring the horizon and the Anderson Barn building as seen through the circle. McCutcheon noted that Task Force members who had seen the options at a prior meeting generally favored the third option — the circular frame — as the most evocative and appropriate.

### *Proposed Placement*

McCutcheon proposed a specific installation concept: relocate the existing commemorative plaque (currently mounted on the monument stone near the dock entrance) to the knee wall at the front of the property, and install the new circular recognition feature in its place on the monument. This arrangement would, in his view, serve as both a visually inviting entrance feature and a natural focal point for donor recognition, potentially surrounded by additional named brick or brass plaques for individual donors.

T. Nelson confirmed he had seen the designs and had not previously known that Jane Larson was their origin. He expressed enthusiasm for the circular option and raised two additional ideas. First, he suggested that rather than replacing the existing monument stone, the small monument corner platform could be expanded to accommodate both the original historical plaque and the new recognition element side-by-side — preserving the narrative of continuity (the 1972 restoration) while honoring new donors. Second, he reiterated his previously expressed interest in incorporating brass name plates set into the concrete along the edge of the dock as a lower-level donor recognition tier. He suggested a tiered recognition approach: the circular artistic feature as a centerpiece, named brass plaques on the knee wall stones for mid-level donors, and inset brass markers in the dock surface for additional contributors.

Mulliken summarized what she heard emerging as a tiered structure of recognition options the Board was broadly comfortable offering to the Task Force as a palette to work from: **(1)** the monument point feature (the circular frame); **(2)** brass plaques along the knee wall; and **(3)** brass markers set into the dock surface. She noted these need not all be used, but offered the Task Force a range of approved options to match different donor levels.

Meacham cautioned that the execution must remain "classy".

*The consensus of the Board was that recognition should be present and meaningful, but integrated and tasteful — consistent with the historic and natural character of the site.*

The discussion was treated as directional guidance to the Task Force, which will continue developing specific proposals in coordination with Bret Bicoy and Jane Larson.

### *Task Force Term Extension — Housekeeping Note*

K.Nelson noted that upon re-reading the original minutes establishing the Task Force (June 10<sup>th</sup>, 2025), the Task Force was constituted for a term of one year. Given the project timeline extending to fall 2027 and beyond, he raised the question of whether the Board should formally extend the Task Force's mandate. After brief discussion, it was agreed that a motion to extend the Task Force through project completion would be placed on a future agenda.

## **6. Adjournment:**

<b>T. Nelson moved, Meacham seconded to adjourn at 1:05 PM, all ayes. Motion carried.</b>
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*Recorded by,*

*Andrea Collak – Clerk/Treasurer*

# VILLAGE OF EPHRAIM

FOUNDED 1853



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## INTEROFFICE MEMORANDUM

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TO: VILLAGE BOARD  
FROM: CLERK  
SUBJECT: CLERK'S REPORT  
JULY 14, 2026

In June, I continued issuing the alcohol and operator's licenses and handling the collection of fees as well as answering any questions alcohol license holders might have regarding licensing policies.

I submitted an annual Maintenance of Effort (MOE) report to the Department of Revenue with help from our Fire Chief Justin MacDonald and Aaron LeClair, Director of the County Emergency Service. Every political subdivision is required to certify they are maintaining a level of law enforcement and fire and emergency medical services that is at least equivalent to the previous year. If the requirement is not satisfied there is a penalty of Shared Revenue Aid reduced by 15%.

We have received funds in an amount of \$10,529.28 from Door County Tourism Zone Commission (DCTZC) unexpected room tax surplus from 2024 and 2025. Commission has voted to direct \$100,000 to be divided amongst Door County's municipalities based on the percentage of room tax generated by each community. The intention of the funds is to use them for any celebratory and promotional events throughout the year to celebrate 250<sup>th</sup> anniversary of our country.

The admin office was also awarded the State and Local Cybersecurity Grant in the amount of \$3,268.00 to replace a standard router and implement Next-Generation Firewall such as WatchGuard Firebox T185 with multilayered threat defense that would proactively block modern cyber threats.

**Wilder Inn** applied for a combination of Class "B" & "Class C" Alcohol License for 2026/2027 season. Alcohol Application for Liquor License was published in the newspaper on June 19, 2026. The application is attached to your packet. **The approval should be contingent upon a passed fire inspection and health inspection.**

**Bad Moravian – Ephraim Coffee Lab** re-applied for a renewal of a combination of Class "B" & "Class C" Alcohol License from July 1, 2026, until June 30, 2027. Alcohol Application for Liquor License notice was published in the newspaper on June 12, 2026. The applications are attached to your packet for your consideration. **The approval should be contingent upon a passed fire inspection and health inspection.**

I have taken minutes for the Village Board and Wastewater meetings and entered invoices for payment. I have reconciled cash and General Ledger, made deposits, processed payrolls, and submitted all the necessary government reports.

Please feel free to contact me with any questions or concerns.

Sincerely, Andrea Collak - Clerk/Treasurer

VILLAGE OF EPHRAIM  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEARNED	PCNT
<u>ADMINISTRATION</u>					
100-10-41110	.00	1,382,021.58	1,382,022.43	.85	100.0
100-10-41150	.00	78.28	8.00	( 70.28)	978.5
100-10-41210	3,251.07	11,453.22	370,000.00	358,546.78	3.1
100-10-41220	.00	29,076.22	50,000.00	20,923.78	58.2
100-10-41223	.00	52,787.58	150,000.00	97,212.42	35.2
100-10-41800	2.48	83.51	300.00	216.49	27.8
100-10-43410	.00	8,044.63	42,041.00	33,996.37	19.1
100-10-43430	.00	.00	142.00	142.00	.0
100-10-43530	.00	51,574.00	103,148.00	51,574.00	50.0
100-10-43650	10.30	( 9.27)	.00	9.27	.0
100-10-43660	.00	2,368.57	2,000.00	( 368.57)	118.4
100-10-43690	.00	.00	2,773.00	2,773.00	.0
100-10-44100	.00	5,890.91	13,000.00	7,109.09	45.3
100-10-44110	560.00	1,529.00	2,500.00	971.00	61.2
100-10-44111	240.00	690.00	500.00	( 190.00)	138.0
100-10-44112	10.00	20.00	20.00	.00	100.0
100-10-44113	.00	1,000.00	12,000.00	11,000.00	8.3
100-10-44200	5.50	77.00	8.00	( 69.00)	962.5
100-10-44300	.00	150.00	1,500.00	1,350.00	10.0
100-10-44310	( 592.20)	3,506.60	2,000.00	( 1,506.60)	175.3
100-10-46100	17.00	17.00	.00	( 17.00)	.0
100-10-46101	75.00	625.00	1,000.00	375.00	62.5
100-10-46730	197.00	579.00	1,000.00	421.00	57.9
100-10-46840	.00	.00	19,900.00	19,900.00	.0
100-10-46900	10,529.28	10,529.28	2,000.00	( 8,529.28)	526.5
100-10-48000	.00	1,000.01	.00	( 1,000.01)	.0
100-10-48100	9,658.53	67,341.54	120,000.00	52,658.46	56.1
100-10-48200	1,400.00	2,101.00	5,500.00	3,399.00	38.2
100-10-48307	2,324.51	2,324.51	2,000.00	( 324.51)	116.2
100-10-48330	.00	20,000.00	.00	( 20,000.00)	.0
TOTAL ADMINISTRATION	27,688.47	1,654,859.17	2,285,362.43	630,503.26	72.4
<u>FIRE</u>					
100-50-43420	19,313.11	19,313.11	11,000.00	( 8,313.11)	175.6
TOTAL FIRE	19,313.11	19,313.11	11,000.00	( 8,313.11)	175.6
TOTAL FUND REVENUE	47,001.58	1,674,172.28	2,296,362.43	622,190.15	72.9

VILLAGE OF EPHRAIM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>ADMINISTRATION</u>					
100-10-51100-100	SALARIES	2,500.00	13,400.00	30,000.00	16,600.00 44.7
100-10-51100-101	SS/MED	191.25	1,025.10	1,377.00	351.90 74.4
100-10-51100-320	TRAINING/CONFERENCES	.00	.00	200.00	200.00 .0
100-10-51300-200	LEGAL FEES	1,922.00	10,353.50	25,000.00	14,646.50 41.4
100-10-51400-100	SALARIES	11,643.20	67,186.20	151,355.46	84,169.26 44.4
100-10-51400-101	SS/MED	803.34	5,236.00	11,578.69	6,342.69 45.2
100-10-51400-102	RETIREMENT	838.30	5,423.00	10,292.17	4,869.17 52.7
100-10-51400-103	HEALTH INSURANCE	3,952.60	18,767.31	47,431.17	28,663.86 39.6
100-10-51400-104	DISABILITY INSURANCE	.00	1,534.85	2,800.00	1,265.15 54.8
100-10-51400-105	WORKERS COMPENSATION	100.00	300.00	457.47	157.47 65.6
100-10-51400-310	VEHICLE FUEL	.00	64.39	400.00	335.61 16.1
100-10-51400-311	VEHICLE MAINTENANCE	.00	.00	500.00	500.00 .0
100-10-51400-312	CELLPHONE	110.17	775.91	1,750.00	974.09 44.3
100-10-51400-320	TRAINING/CONFERENCES	299.00	299.00	1,500.00	1,201.00 19.9
100-10-51400-330	BANK FEES	41.00	285.90	500.00	214.10 57.2
100-10-51400-331	POSTAGE	300.00	3,129.78	3,500.00	370.22 89.4
100-10-51400-332	OFFICE EQUIPMENT	.00	.00	2,000.00	2,000.00 .0
100-10-51400-333	OFFICE SUPPLIES/EXPENCES	99.60	1,518.26	5,000.00	3,481.74 30.4
100-10-51400-334	COMPUTER SUPPLIES/EXPENCES	6,835.32	11,197.03	15,000.00	3,802.97 74.7
100-10-51400-335	PROFESSIONAL DUES/EXPENCES	.00	65.00	1,500.00	1,435.00 4.3
100-10-51400-336	LEGAL NOTICES/ADDS	.00	64.32	500.00	435.68 12.9
100-10-51400-339	PRINTING COSTS	.00	364.20	2,500.00	2,135.80 14.6
100-10-51400-340	VEHICLE INSURANCE	89.00	267.00	373.48	106.48 71.5
100-10-51400-342	COMMITTEE/WORKER EXPENSE	.00	.00	220.00	220.00 .0
100-10-51400-343	CONTINGENCY	.00	.00	3,500.00	3,500.00 .0
100-10-51400-344	UNIFORMS	.00	.00	300.00	300.00 .0
100-10-51400-710	CHARITABLE DONATIONS	.00	1,000.00	1,000.00	.00 100.0
100-10-51440-316	SUPPLIES/EXPENCES	.00	85.24	1,500.00	1,414.76 5.7
100-10-51440-320	TRAINING/CONFERENCES	.00	135.00	500.00	365.00 27.0
100-10-51440-342	COMMITTEE/WORKER EXPENSE	.00	602.00	2,500.00	1,898.00 24.1
100-10-51500-100	SALARIES	2,741.76	17,736.26	35,639.97	17,903.71 49.8
100-10-51500-101	SS/MED	188.54	1,228.75	2,726.46	1,497.71 45.1
100-10-51500-102	RETIREMENT	197.40	1,276.98	2,423.52	1,146.54 52.7
100-10-51500-103	HEALTH INSURANCE	961.44	4,565.00	11,537.31	6,972.31 39.6
100-10-51500-300	AUDITING EXPENSES	.00	15,891.72	15,000.00	( 891.72) 105.9
100-10-51530-210	OTHER CONTRACTUAL SERVICE	.00	4,345.20	8,500.00	4,154.80 51.1
100-10-51600-211	PROPERTY INSURANCE	.00	1,231.00	1,259.06	28.06 97.8
100-10-51600-303	ELECTRICITY	.00	4,810.67	7,500.00	2,689.33 64.1
100-10-51600-304	LP GAS	.00	1,151.44	1,500.00	348.56 76.8
100-10-51600-305	WELL TESTS	.00	60.00	240.00	180.00 25.0
100-10-51600-306	PHONE	398.40	2,278.88	4,000.00	1,721.12 57.0
100-10-51600-309	INTERNET	89.99	539.94	675.00	135.06 80.0
100-10-51601-210	OTHER CONTRACTUAL SERVICES	.00	.00	10,000.00	10,000.00 .0
100-10-51601-211	PROPERTY INSURANCE	.00	3,304.00	3,332.47	28.47 99.2
100-10-51601-303	ELECTRICITY	.00	1,143.34	3,500.00	2,356.66 32.7
100-10-51601-304	LP GAS	.00	4,969.06	7,000.00	2,030.94 71.0
100-10-51601-305	WELL TESTS	.00	60.00	.00	( 60.00) .0
100-10-51601-308	SEWER FEES	.00	565.50	1,500.00	934.50 37.7
100-10-51601-309	INTERNET	206.70	1,232.55	1,700.00	467.45 72.5
100-10-51910-200	ILLEGAL TAXES REFUNDED	.00	4,011.37	.00	( 4,011.37) .0
100-10-51910-730	MISC EXPENSE	.00	.00	3,800.00	3,800.00 .0
100-10-51930-212	LIABILITY INSURANCE	1,552.00	7,573.00	7,000.00	( 573.00) 108.2

VILLAGE OF EPHRAIM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-10-52400-100 SALARIES	770.56	4,984.83	10,017.60	5,032.77	49.8
100-10-52400-101 SS/MED	53.78	350.21	766.35	416.14	45.7
100-10-52400-102 RETIREMENT	55.48	358.90	681.20	322.30	52.7
100-10-52400-103 HEALTH INSURANCE	213.66	1,014.49	2,563.85	1,549.36	39.6
100-10-55300-316 SUPPLIES/EXPENSES	.00	.00	2,600.00	2,600.00	.0
100-10-56400-100 SALARIES	1,926.40	12,462.06	25,044.00	12,581.94	49.8
100-10-56400-101 SS/MED	134.46	875.53	1,915.87	1,040.34	45.7
100-10-56400-102 RETIREMENT	138.70	897.26	1,702.99	805.73	52.7
100-10-56400-103 HEALTH INSURANCE	534.12	2,536.03	6,409.62	3,873.59	39.6
100-10-56400-333 OFFICE SUPPLIES/EXPENSES	.00	.00	500.00	500.00	.0
100-10-56700-720 SUBSIDY TO ORGANIZATION	.00	29,076.22	.00	( 29,076.22)	.0
100-10-56701-210 ROOM TAX EXPENSES	.00	.00	50,000.00	50,000.00	.0
100-10-58100-600 PRINCIPAL	.00	442,016.40	235,000.00	( 207,016.40)	188.1
100-10-58200-601 INTEREST	.00	90,532.29	114,293.76	23,761.47	79.2
TOTAL ADMINISTRATION	39,888.17	806,157.87	905,364.47	99,206.60	89.0

VILLAGE OF EPHRAIM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>					
100-20-53000-100	SALARIES	10,649.60	70,104.79	170,268.40	100,163.61 41.2
100-20-53000-101	SS/MED	746.23	5,265.31	12,681.28	7,415.97 41.5
100-20-53000-102	RETIREMENT	766.77	5,469.48	11,225.25	5,755.77 48.7
100-20-53000-103	HEALTH INSURANCE	2,884.23	18,488.87	61,696.79	43,207.92 30.0
100-20-53000-104	DISABILITY INSURANCE	.00	1,051.10	2,500.00	1,448.90 42.0
100-20-53000-105	WORKERS COMPENSATION	1,101.00	2,983.00	5,028.86	2,045.86 59.3
100-20-53000-312	CELLPHONE	14.77	133.85	600.00	466.15 22.3
100-20-53000-320	TRAINING/CONFERENCES	.00	.00	600.00	600.00 .0
100-20-53000-333	OFFICE SUPPLIES/EXPENSES	75.50	609.30	1,000.00	390.70 60.9
100-20-53000-344	UNIFORMS	.00	.00	2,250.00	2,250.00 .0
100-20-53301-220	MOWING	.00	.00	1,500.00	1,500.00 .0
100-20-53301-221	SWEEPING/MARKING	1,208.18	1,208.18	6,000.00	4,791.82 20.1
100-20-53301-222	ROAD TRIMMING	.00	.00	2,000.00	2,000.00 .0
100-20-53301-223	SNOW REMOVAL	.00	11,043.03	32,000.00	20,956.97 34.5
100-20-53301-300	FACILITY EQUIPMENT	.00	.00	1,000.00	1,000.00 .0
100-20-53301-302	FACILITY MAINT./REPAIR/STREET	.00	34.99	5,000.00	4,965.01 .7
100-20-53302-820	OTHER IMPR. OUTLAY/STREET REC	220.00	90,162.55	.00 (	90,162.55) .0
100-20-53310-310	VEHICLE FUEL	.00	3,262.31	12,000.00	8,737.69 27.2
100-20-53310-311	VEHICLE MAINTENANCE	.00	1,993.31	20,000.00	18,006.69 10.0
100-20-53310-340	VEHICLE INSURANCE	354.00	1,062.00	1,476.60	414.60 71.9
100-20-53321-303	ELECTRICITY/VISITOR CENTER	( 78.04)	49.11	700.00	650.89 7.0
100-20-53321-305	WELL TESTS/VISITOR CENTER	.00	.00	150.00	150.00 .0
100-20-53321-308	SEWER FEES/VISITOR CENTER	.00	150.00	600.00	450.00 25.0
100-20-53321-309	INTERNET/VISITOR CENTER	77.50	160.00	.00 (	160.00) .0
100-20-53322-210	OTHER CONTR. SERV./MAINT.BUILD	660.00	1,269.00	2,500.00	1,231.00 50.8
100-20-53322-211	PROPERTY INSURANCE/MAINT.BUILD	.00	4,665.00	4,693.76	28.76 99.4
100-20-53322-301	FACILITY SUPPLIES/MAINT.BUILD	.00	547.04	2,000.00	1,452.96 27.4
100-20-53322-302	FACILITY MAINT/REPAIR/MAIN.B	1,180.56	3,301.37	17,000.00	13,698.63 19.4
100-20-53322-304	LP GAS/MAINT.BUILD	297.49	3,986.72	2,500.00 (	1,486.72) 159.5
100-20-53322-305	WELL TESTS/MAINT.BUILD	.00	.00	300.00	300.00 .0
100-20-53322-309	INTERNET/MAINT.BUILD	.00	247.50	2,225.00	1,977.50 11.1
100-20-53322-350	JANITORIAL SUPPLIES/MAINT.BUIL	128.98	489.97	5,000.00	4,510.03 9.8
100-20-53322-351	HARDWARE/TOOLS/MAINT.BUILD	272.71	960.66	1,500.00	539.34 64.0
100-20-53322-352	EQUIPMENT RENTAL	.00	.00	1,000.00	1,000.00 .0
100-20-53322-810	EQUIPMENT OUTLAY/MAINT.BUILD	.00	31,590.00	.00 (	31,590.00) .0
100-20-53322-820	BLDG IMPR.OUTLAY/MAINT.BUILD	.00	536.32	3,000.00	2,463.68 17.9
100-20-53323-308	SEWER FEES	.00	150.00	.00 (	150.00) .0
100-20-53420-301	FACILITY SUPPLIES/STREET LIGHT	.00	107.60	200.00	92.40 53.8
100-20-53420-302	FACILITY MAINT/REPAIR/STREET L	.00	.00	400.00	400.00 .0
100-20-53420-303	ELECTRICITY/STREET LIGHT	713.44	7,976.52	18,000.00	10,023.48 44.3
100-20-53440-210	OTHER CONTR SERVICE/STORM SE	.00	.00	2,000.00	2,000.00 .0
100-20-53620-210	OTHER CONTR SERVICE/RECYCLING	.00	3,668.05	8,500.00	4,831.95 43.2
100-20-53621-210	OTHER CONTR SERVICE/GARBAGE	.00	1,063.45	3,000.00	1,936.55 35.5
100-20-53640-210	OTHER CONTR SERVICES/WEED	.00	.00	4,000.00	4,000.00 .0
100-20-55200-225	MULCH	39.91	4,439.91	5,000.00	560.09 88.8
100-20-55200-226	DIRT & STONE	.00	.00	4,000.00	4,000.00 .0
100-20-55200-227	FLOWERS	.00	2,112.99	6,000.00	3,887.01 35.2
100-20-55200-228	TREE CUTTING	.00	1,549.02	6,500.00	4,950.98 23.8
100-20-55200-229	PLUMBING	258.44	1,222.48	3,000.00	1,777.52 40.8
100-20-55200-230	ELECTRICAL/PARKS & GROUNDS	.00	23.24	500.00	476.76 4.7
100-20-55200-232	CONCRETE	.00	.00	500.00	500.00 .0
100-20-55200-300	FACILITY EQUIPMENT/PARKS&GROU	15.98	4,457.98	1,800.00 (	2,657.98) 247.7

VILLAGE OF EPHRAIM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

GENERAL FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
100-20-55200-302 FACILITY MAINT/REPAIR/PARKS&GR	2,124.77	2,445.17	4,500.00	2,054.83	54.3
100-20-55200-303 ELECTRICITY/HARBORSIDE/WETLAN	.00	363.96	700.00	336.04	52.0
100-20-55200-353 EQUIPMENT REPAIR/MAINT/PARKS	88.00	1,144.45	2,500.00	1,355.55	45.8
100-20-55200-830 OTHER IMPR OUTLAY/PARKS/TREES	.00	12,671.62	28,400.00	15,728.38	44.6
100-20-55200-840 PROJECT OUTLAY/PARKS&GROUNDS	531.00	531.00	5,000.00	4,469.00	10.6
100-20-55401-830 OTHER IMPROVEMENT OUTLAY	22,812.88	22,812.88	.00	( 22,812.88)	.0
100-20-55420-305 WELL TESTS/BEACH	.00	.00	120.00	120.00	.0
100-20-55420-308 SEWER FEES/BEACH	.00	165.00	645.00	480.00	25.6
<b>TOTAL PUBLIC WORKS</b>	<b>47,143.90</b>	<b>327,730.08</b>	<b>497,260.94</b>	<b>169,530.86</b>	<b>65.9</b>
<b>FIRE</b>					
100-50-52100-301 LAW ENFORCEMENT	.00	.00	5,000.00	5,000.00	.0
100-50-52200-100 SALARIES	1,604.17	5,997.52	21,000.00	15,002.48	28.6
100-50-52200-101 SS/MED	545.23	2,570.78	4,000.00	1,429.22	64.3
100-50-52200-102 RETIREMENT	150.24	799.74	1,200.00	400.26	66.7
100-50-52200-103 HEALTH INSURANCE	150.78	882.68	3,000.00	2,117.32	29.4
100-50-52200-105 WORKERS COMPENSATION	158.00	474.00	1,000.00	526.00	47.4
100-50-52200-106 LOSA (AD)	.00	.00	7,000.00	7,000.00	.0
100-50-52200-211 PROPERTY INSURANCE	.00	752.00	780.73	28.73	96.3
100-50-52200-302 FACILITY MAINTENANCE/REPAIR	125.00	1,453.08	5,000.00	3,546.92	29.1
100-50-52200-304 LP GAS	.00	1,187.13	1,500.00	312.87	79.1
100-50-52200-310 VEHICLE FUEL	.00	2,378.63	5,000.00	2,621.37	47.6
100-50-52200-312 CELLPHONE	51.94	259.76	800.00	540.24	32.5
100-50-52200-320 TRAINING/CONFERENCES	.00	5,290.62	13,000.00	7,709.38	40.7
100-50-52200-333 OFFICE SUPPLIES/EXPENCES	.00	10.99	400.00	389.01	2.8
100-50-52200-335 PROFESSIONAL DUES/EXPENCES	600.00	1,160.00	1,200.00	40.00	96.7
100-50-52200-340 VEHICLE INSURANCE	1,512.00	4,536.00	6,311.15	1,775.15	71.9
100-50-52200-353 EQUIPMENT REPAIR/MAINTENANCE	452.63	17,518.91	30,000.00	12,481.09	58.4
100-50-52200-368 PREVENTION MATERIALS (AD)	.00	.00	300.00	300.00	.0
100-50-52200-369 FIRE NUMBER IMPROVEMENTS	.00	134.34	500.00	365.66	26.9
100-50-52200-370 PAGER MAINTENANCE	.00	.00	600.00	600.00	.0
100-50-52200-371 EQUIPMENT	90.95	2,935.40	28,200.00	25,264.60	10.4
100-50-52200-372 EPHRAIM FIRE CALLS	756.00	3,064.50	7,000.00	3,935.50	43.8
100-50-52200-373 MID DOOR FIRE CALLS	( 569.90)	( 569.90)	.00	569.90	.0
100-50-52200-374 MUTUAL AID FIRE CALLS	2,976.75	8,474.25	8,500.00	25.75	99.7
100-50-52200-375 EPHRAIM FIRE MTGS	1,485.00	6,513.00	22,000.00	15,487.00	29.6
100-50-52200-378 EPHRAIM EVENT CALLS	.00	.00	475.00	475.00	.0
100-50-52200-379 INSPECTION/DATA ENTRY (AD)	108.00	506.00	3,100.00	2,594.00	16.3
100-50-52200-810 EQUIPMENT OUTLAY	.00	.00	4,000.00	4,000.00	.0
100-50-52300-377 FIRST RESPONDER EXPENCES	.00	.00	9,000.00	9,000.00	.0
<b>TOTAL FIRE</b>	<b>10,196.79</b>	<b>66,329.43</b>	<b>189,866.88</b>	<b>123,537.45</b>	<b>34.9</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>97,228.86</b>	<b>1,200,217.38</b>	<b>1,592,492.29</b>	<b>392,274.91</b>	<b>75.4</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 50,227.28)</b>	<b>473,954.90</b>	<b>703,870.14</b>	<b>229,915.24</b>	<b>67.3</b>

VILLAGE OF EPHRAIM  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER FUND

		PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>PUBLIC WORKS</u>						
201-20-46410	WATER TEST REVENUE	5,581.80	20,961.61	38,627.00	17,665.39	54.3
201-20-48100	WATER ACCOUNT INTEREST	66.46	383.82	.00	( 383.82)	.0
TOTAL PUBLIC WORKS		5,648.26	21,345.43	38,627.00	17,281.57	55.3
TOTAL FUND REVENUE		5,648.26	21,345.43	38,627.00	17,281.57	55.3

VILLAGE OF EPHRAIM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER</u>					
201-30-53700-110 PERSONNEL SERVICES	.00	.00	1,000.00	1,000.00	.0
201-30-53700-210 OTHER CONTRACTUAL SERVICE	.00	.00	12,000.00	12,000.00	.0
201-30-53700-331 POSTAGE	624.00	624.00	1,000.00	376.00	62.4
201-30-53700-335 PROFESSIONAL DUES/EXPENSES	.00	.00	400.00	400.00	.0
201-30-53700-397 WATER TESTING COSTS	905.17	7,156.21	12,800.00	5,643.79	55.9
201-30-53700-398 WATER TESTING OPERATIONS EXP	504.00	1,446.01	8,400.00	6,953.99	17.2
201-30-53700-400 VEHICLE REPLACEMENT	.00	.00	3,745.00	3,745.00	.0
<b>TOTAL WASTEWATER</b>	<b>2,033.17</b>	<b>9,226.22</b>	<b>39,345.00</b>	<b>30,118.78</b>	<b>23.5</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>2,033.17</b>	<b>9,226.22</b>	<b>39,345.00</b>	<b>30,118.78</b>	<b>23.5</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>3,615.09</b>	<b>12,119.21</b>	<b>( 718.00)</b>	<b>( 12,837.21)</b>	<b>1687.9</b>

VILLAGE OF EPHRAIM  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

DOCKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCKS</u>					
202-40-46751	MOORINGS	.00	6,465.08	8,000.00	1,534.92 80.8
202-40-46752	SEASONAL SLIPS	1,319.98	69,495.19	84,000.00	14,504.81 82.7
202-40-46753	LAUNCHING FEES	2,381.00	4,380.00	10,000.00	5,620.00 43.8
202-40-46754	TRANSIENT FEES	2,704.41	5,931.20	25,000.00	19,068.80 23.7
202-40-46755	SEASONAL DINGHY FEES	.00	592.72	1,000.00	407.28 59.3
202-40-46756	SEASONAL LAUNCH FEES	560.00	900.00	2,000.00	1,100.00 45.0
202-40-48100	INTEREST INCOME	506.18	3,029.10	4,000.00	970.90 75.7
	TOTAL DOCKS	7,471.57	90,793.29	134,000.00	43,206.71 67.8
	TOTAL FUND REVENUE	7,471.57	90,793.29	134,000.00	43,206.71 67.8

VILLAGE OF EPHRAIM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

DOCKS FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>DOCKS</u>					
202-40-55430-100 SALARIES	1,512.46	1,809.46	24,000.00	22,190.54	7.5
202-40-55430-101 SS/MED	115.70	138.42	1,500.00	1,361.58	9.2
202-40-55430-105 WORKERS COMPENSATION	74.00	222.00	337.40	115.40	65.8
202-40-55430-110 PERSONEL SERVICES	.00	.00	19,900.00	19,900.00	.0
202-40-55430-211 PROPERTY INSURANCE	.00	5,875.00	5,903.15	28.15	99.5
202-40-55430-303 ELECTRICITY	.00	751.81	1,800.00	1,048.19	41.8
202-40-55430-305 WELL TESTS	.00	.00	120.00	120.00	.0
202-40-55430-307 WATER TREATMENT	.00	.00	3,000.00	3,000.00	.0
202-40-55430-308 SEWER FEES	.00	150.00	496.00	346.00	30.2
202-40-55430-309 INTERNET	125.00	740.00	1,300.00	560.00	56.9
202-40-55430-312 CELLPHONE	24.18	120.96	300.00	179.04	40.3
202-40-55430-331 POSTAGE	.00	.00	175.00	175.00	.0
202-40-55430-333 OFFICE SUPPLIES/EXPESES	258.27	669.71	1,200.00	530.29	55.8
202-40-55430-334 COMPUTER SUPPLIES/EXPENCES	.00	105.00	6,000.00	5,895.00	1.8
202-40-55431-240 BUOYS & PLACEMENT	10,600.00	10,600.00	10,000.00	( 600.00)	106.0
202-40-55431-360 DOCK REPAIR	.00	.00	8,000.00	8,000.00	.0
202-40-55431-361 DOCK EQUIPMENT	.00	.00	1,500.00	1,500.00	.0
202-40-55431-362 MINOR PROJECTS	27.99	330.71	10,000.00	9,669.29	3.3
202-40-55431-810 EQUIPMENT OUTLAY	.00	.00	38,468.45	38,468.45	.0
202-40-55431-830 OTHER IMPROVEMENT OUTLAY	.00	8,255.00	.00	( 8,255.00)	.0
<b>TOTAL DOCKS</b>	<b>12,737.60</b>	<b>29,768.07</b>	<b>134,000.00</b>	<b>104,231.93</b>	<b>22.2</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>12,737.60</b>	<b>29,768.07</b>	<b>134,000.00</b>	<b>104,231.93</b>	<b>22.2</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 5,266.03)</b>	<b>61,025.22</b>	<b>.00</b>	<b>( 61,025.22)</b>	<b>.0</b>

VILLAGE OF EPHRAIM  
REVENUES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER</u>					
610-30-41900 MISC NONOPERATING INCOME/TAX	.00	131,120.66	131,120.00	( .66)	100.0
610-30-44900 CONNECT/HT PERMIT FEES	.00	14,157.00	.00	( 14,157.00)	.0
610-30-45190 0.045 LATE CHARGE-SEWERED CUS	.00	78.25	1,500.00	1,421.75	5.2
610-30-46410 SEWER CHARGES	.00	115,077.00	460,308.00	345,231.00	25.0
610-30-46411 HOLDING TANK/SEPTIC CHARGES	2,777.65	8,125.71	24,000.00	15,874.29	33.9
610-30-46730 MISC RENTALS/SERVICES	.00	.00	1,000.00	1,000.00	.0
610-30-48100 INTEREST ON INVESTMENTS	2,326.31	12,748.52	.00	( 12,748.52)	.0
610-30-48400 MISC INCOME/LAWSUIT SETTLEMEN	.00	.00	20,000.00	20,000.00	.0
610-30-48410 WATER TEST LABOR INCOME	.00	.00	12,000.00	12,000.00	.0
610-30-49200 TRANSFERS IN OTHER FUNDS - WW	.00	.00	3,500.00	3,500.00	.0
TOTAL WASTEWATER	5,103.96	281,307.14	653,428.00	372,120.86	43.1
TOTAL FUND REVENUE	5,103.96	281,307.14	653,428.00	372,120.86	43.1

VILLAGE OF EPHRAIM  
EXPENDITURES WITH COMPARISON TO BUDGET  
FOR THE 6 MONTHS ENDING JUNE 30, 2026

WASTEWATER FUND

	PERIOD ACTUAL	YTD ACTUAL	BUDGET	UNEXPENDED	PCNT
<u>WASTEWATER</u>					
610-30-57401-100 SALARIES	14,311.98	79,662.71	167,576.70	87,913.99	47.5
610-30-57401-101 SS/MED	1,005.74	6,004.12	12,475.37	6,471.25	48.1
610-30-57401-102 RETIREMENT	913.57	6,072.58	11,089.22	5,016.64	54.8
610-30-57401-103 HEALTH INSURANCE	3,722.51	18,810.18	45,031.78	26,221.60	41.8
610-30-57401-104 DISABILITY INSURANCE	.00	740.95	2,000.00	1,259.05	37.1
610-30-57401-105 WORKERS COMPENSATION	1,062.00	2,867.00	4,853.47	1,986.47	59.1
610-30-57401-200 LEGAL FEES	.00	.00	1,000.00	1,000.00	.0
610-30-57401-211 PROPERTY INSURANCE	.00	8,139.00	8,167.28	28.28	99.7
610-30-57401-306 PHONE	498.05	2,363.49	2,500.00	136.51	94.5
610-30-57401-309 INTERNET	77.50	407.50	1,500.00	1,092.50	27.2
610-30-57401-310 VEHICLE FUEL	.00	998.48	3,000.00	2,001.52	33.3
610-30-57401-311 VEHICLE MAINTENANCE	.00	2,047.60	4,000.00	1,952.40	51.2
610-30-57401-312 CELLPHONES	104.18	549.66	1,000.00	450.34	55.0
610-30-57401-320 TRAINING/CONFERENCES	.00	726.09	4,000.00	3,273.91	18.2
610-30-57401-331 POSTAGE	.00	.00	400.00	400.00	.0
610-30-57401-333 OFFICE SUPPLIES/EXPENSES	16.04	174.44	250.00	75.56	69.8
610-30-57401-334 COMPUTER SUPPLIES/EXPENSES	337.93	626.41	2,000.00	1,373.59	31.3
610-30-57401-335 PROFESSIONAL DUES/EXPENSES	2,489.96	3,064.44	4,000.00	935.56	76.6
610-30-57401-337 AUDITING EXPENSES	.00	6,005.74	6,900.00	894.26	87.0
610-30-57401-340 VEHICLE INSURANCE	407.00	1,221.00	1,698.59	477.59	71.9
610-30-57401-343 CONTINGENCY	.00	232.35	1,000.00	767.65	23.2
610-30-57401-344 UNIFORMS	157.76	157.76	450.00	292.24	35.1
610-30-57401-387 GROUNDS MAINTENANCE	51.95	51.95	500.00	448.05	10.4
610-30-57401-389 SAFETY EXPENSES	46.56	303.07	4,000.00	3,696.93	7.6
610-30-57402-210 OTHER CONTRACTUAL SERVICES	1,093.77	2,333.28	2,000.00	( 333.28)	116.7
610-30-57402-303 ELECTRICITY	.00	12,622.55	30,000.00	17,377.45	42.1
610-30-57402-304 LP GAS	.00	2,841.85	2,500.00	( 341.85)	113.7
610-30-57402-351 HARDWARE/TOOLS	193.91	372.15	1,300.00	927.85	28.6
610-30-57402-380 CHEMICALS PLANT	.00	4,325.32	9,500.00	5,174.68	45.5
610-30-57402-381 CHEMICALS LAB	19.87	940.25	3,000.00	2,059.75	31.3
610-30-57402-382 LAB EQUIPMENT & REPAIR	392.57	2,474.44	2,000.00	( 474.44)	123.7
610-30-57402-383 SLUDGE EXPENSE	450.00	4,149.86	20,000.00	15,850.14	20.8
610-30-57402-385 PLANT EQUIPMENT & REPAIR	436.39	3,447.17	10,000.00	6,552.83	34.5
610-30-57402-386 ODOR CONTROL	.00	129.90	2,600.00	2,470.10	5.0
610-30-57402-390 UV PLANT DISINFECTION	.00	.00	4,500.00	4,500.00	.0
610-30-57402-810 EQUIPMENT OUTLAY	.00	.00	7,500.00	7,500.00	.0
610-30-57403-303 ELECTRICITY	.00	4,063.26	7,500.00	3,436.74	54.2
610-30-57403-304 LP GAS	.00	80.10	1,000.00	919.90	8.0
610-30-57403-384 COLLECTION SYSTEM MAINT	4,607.42	11,343.96	13,000.00	1,656.04	87.3
610-30-57404-810 EQUIPMENT OUTLAY	.00	17,225.66	116,515.60	99,289.94	14.8
610-30-57404-840 OTHER IMPROUTLAY-ENGINEERING	.00	31,275.30	.00	( 31,275.30)	.0
<b>TOTAL WASTEWATER</b>	<b>32,396.66</b>	<b>238,851.57</b>	<b>522,308.01</b>	<b>283,456.44</b>	<b>45.7</b>
<b>TOTAL FUND EXPENDITURES</b>	<b>32,396.66</b>	<b>238,851.57</b>	<b>522,308.01</b>	<b>283,456.44</b>	<b>45.7</b>
<b>NET REVENUE OVER EXPENDITURES</b>	<b>( 27,292.70)</b>	<b>42,455.57</b>	<b>131,119.99</b>	<b>88,664.42</b>	<b>32.4</b>



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

## JUNE 2026

### EPHRAIM RUNS: 3

06-01-26	Eagle Harbor	9 Firefighters	Water Rescue/Rescue person in water
06-01-26	9996 Water St.	7 Firefighters	Fire Alarm/Investigate
06-20-26	Water St. & S. Coral Hill Rd.	7 Firefighters	Bike Accident/Patient Care

### EPHRAIM EMR CALLS: 6

### MUTUAL AID (MA) AUTO AID (AA) or MABAS RUNS: 7

06-05-26	10442 Three Springs Rd.	SBLG (MA) 6 Firefighters	Missing person/Stand-by on scene
06-10-26	11877 Prinsen Woods Ln.	SBLG (MA) 12 Firefighters	Lighting Strike/Assist on scene
06-12-26	1058 Wagon Trail Circle	SBLG (MA) 6 Firefighters	Water Rescue/Cancelled
06-19-26	Waters of Lake Michigan	WIFD (MA) 4 Firefighters	Good Intent Call/Cancelled
06-27-26	Washington Island	DSCO (MA) 4 Firefighters	Transport Deputy to Island for a call
06-28-26	2503 S. Bayshore Dr.	SBLG (MA) 3 Firefighters	Water Rescue/Cancelled
06-30-26	10346 Country Ln.	SBLG (MA) 5 Firefighters	Wires Down/Cancelled

### YEAR TO DATE FIRE CALLS: 46 YEAR TO DATE EMS CALLS: 26

### TRAINING COMPLETED:

#### **Ephraim Home Meeting:**

Our 1<sup>st</sup> home meeting was on June 5<sup>th</sup>; training was on Boat Operations and Pump Operations. Firefighters rotated between operations on Marine 425 and Drafting on Engine 408. Discussion on Fyr-Bal activities was held during the business meeting portion of the evening. 15 Firefighter participated in this training

#### **2<sup>nd</sup> Home Training:**

Our 2<sup>nd</sup> training was held on June 19<sup>th</sup>; we continued training on Marine 425 with all firefighters going over Water Rescue procedures and equipment. Finalization of Fyr Bal activities was discussed. 14 Firefighters participated in this training.

#### **Other Training:**

-EMR's attended their monthly meeting in Sister Bay.

#### **Other:**

- Firefighters conducted Truck Checks and performed minor repairs that were needed.
- Chief MacDonald attended a Fyr-Bal Planning meeting and follow up meeting with Village Administrator, Door County Emergency Management and EBC Representatives.
- Chief MacDonald, Captain Rockwell & Captain Penchoff completed 1<sup>st</sup> half Fire Inspections for the year.
- Firefighters provided Fire Coverage for the vessel shooting off the Fireworks at Fyr-Bal and provided protection to South Shore Pier area as the Main Fire moved closer to their building.

*Respectfully Submitted*  
*Justin MacDonald*  
*Fire Chief*  
*Ephraim Fire Department*

**June 2026**  
**Ephraim WW, WWT, SS**  
**Manager OIC Report**



EFF samples sent to Northern Lake Services for ammonia testing:

Ph testing: Five times per week as required.

TSS, BOD, Po4, labs with lab cleanup: Twice per week as required.

Eff E-coli test, this must be done May-October once per week while running disinfection.

- All the tests for the permit renewal have been taken and submitted.
- Lift 2 generator transfer switch failed. New replacement switch has been ordered and will be replaced shortly. The generator is working fine but needs to be manually transferred until the switch is replaced.
- B&M Tech installed a demo 5 hp pump at lift 1 and it's working great, pumps twice as fast as the original.
- Nate Merkel broke the all-time daily record for water test with 36 bacteria and 2 nitrates.
- We pressure tested most of our hoses for the pumper truck, after several leaks we ordered 100 feet of new hose.
- Northern Metal Roofing was on-site and made the repairs to the treatment plant roof, the receiving station roof replacement is going to be around September.

<b>Ephraim Well Water Testing</b>	<b>Year to Date</b>
Number of Water Tests: 226	530
In-House Bacteria: 197	459
Clean Water Testing: 20	62
<b>Ephraim Septage Service:</b>	
Holding Tank Pump Outs: 8	25
Septic Pump Outs / Inspections: 11	11
<b>Emergency Call Ins:</b>	
<b>Weather:</b>	
Precip: 3.5	17.31
Max Temp: 79	79
Min Temp: 36	-17

Respectfully submitted,  
*Brad Rasmusson*

*Village of Ephraim*  
*Wastewater Manager*

## **Village of Ephraim Physical Facilities/Utilities June Maintenance Manager Report**

### Work done in June:

- New Employee Bob Niemer started on June 1<sup>st</sup>
- Quarterly Water Testing
- Daily Tasks (Garbage collection, Flower Watering, Goose Poop removal, Litter Pick-up)
- Lawn Mowing as needed
- Cleaning of Administration Building, Library and Village Hall
- Participated in Fyr-Bal Safety Meetings
- Hung Fyr-Bal Flags and Banners 1<sup>st</sup> week of June
- Assisted with setting up & taking down Vehicle Barriers for Fyr-Bal
- Fyr-Bal Set-up week of June 15<sup>th</sup>—Fyr-Bal Take Down week of June 22<sup>nd</sup>
- Worked Fyr-Bal Festival from 0600-1215am (Trash Collection, Bathroom Cleaning, Checking in and out Village Hall and other general tasks). 6 Personnel put in approximately 49.25 hours that day total-Thanks to Wastewater Employees for assisting
- Tilling of Beach as needed
- Line Striping of Crosswalks was completed.
- Town of Liberty Grove Ditch Mowed Townline & Settlement
- Watered Shorefront several times due to semi dry conditions
- Painting and reinstalling sink and accessories at Visitor Center Bathroom after water line break this winter
- Brushing on Holand Rd. & Spruce Ln. to assist in paving operations
- Holand Rd, North Orchard Rd. and Spruce Ln. were pulverized and prepped for paving which will occur in several weeks.
- County Highway placed Mastic Material on German Rd in potholes to lengthen the life of the roadway.
- Pothole patching as needed
- New AC units were installed at Village Hall
- Repaired several old streetlights
- Swept North Path for Ribbon Cutting
- Began Brushing around street signs
- Liberty Tree was planted and watered everyday.

\*\*Special Thanks to South Shore Pier for allowing us to have the Fyr-Bal Fire on their Beach, this has been done for several years and has worked out great. \*\*

*Respectfully Submitted*  
*Justin MacDonald*  
*Maintenance Manager*  
[jmacdonald@ephrain.wi.gov](mailto:jmacdonald@ephrain.wi.gov)

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>13 FRONTIER</b>									
262-159-073	1	Phone Charges-WW 262-159-0737	Invoice	06/20/2026	07/15/2026	498.05		498.05	610-30-5740
Total 262-159-0737-6-26:						498.05	.00	498.05	
Total 13 FRONTIER:						498.05	.00	498.05	
<b>24 WISCONSIN PUBLIC SERVICE</b>									
0403256491-	1	Streetlights	Invoice	06/26/2026	07/15/2026	713.28		713.28	100-20-5342
Total 0403256491-22-6-26:						713.28	.00	713.28	
Total 24 WISCONSIN PUBLIC SERVICE:						713.28	.00	713.28	
<b>46 LANGE ENTERPRISES</b>									
95666	1	14x7 Fire Sign & Shipping	Invoice	07/06/2026	07/15/2026	50.58		50.58	100-50-5220
Total 95666:						50.58	.00	50.58	
Total 46 LANGE ENTERPRISES:						50.58	.00	50.58	
<b>69 BAY STRIPING LLC</b>									
JUNE2026	1	Crosswalks	Invoice	06/29/2026	07/15/2026	2,303.00		2,303.00	100-20-5330
Total JUNE2026:						2,303.00	.00	2,303.00	
Total 69 BAY STRIPING LLC:						2,303.00	.00	2,303.00	
<b>288 EPHRAIM YACHT CLUB</b>									
JUNE2026	1	VH Refund for Rental	Invoice	06/20/2026	07/15/2026	250.00		250.00	100-23200
Total JUNE2026:						250.00	.00	250.00	
Total 288 EPHRAIM YACHT CLUB:						250.00	.00	250.00	
<b>456 GREAT LAKES TV SEAL INC</b>									
24136	1	Catch Basins Cleaning	Invoice	05/29/2026	07/15/2026	669.50		669.50	100-20-5344
Total 24136:						669.50	.00	669.50	
Total 456 GREAT LAKES TV SEAL INC:						669.50	.00	669.50	
<b>605 NORTHERN LAKE SERVICE INC</b>									
2609234	1	Ammonia Test-June 2026	Invoice	06/05/2026	06/17/2026	25.00		25.00	610-30-5740
Total 2609234:						25.00	.00	25.00	
Total 605 NORTHERN LAKE SERVICE INC:						25.00	.00	25.00	
<b>651 EAGLE MECHANICAL</b>									
39475	1	Marina-RP Valve Testing and Cleaning	Invoice	07/01/2026	07/15/2026	235.63		235.63	202-40-5543
Total 39475:						235.63	.00	235.63	
Total 651 EAGLE MECHANICAL:						235.63	.00	235.63	

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
<b>671 KIEHNAU'S SERVICE LLC</b>									
27006	1	FD-Chewy Tahoe- Tuning	Invoice	06/20/2026	07/15/2026	256.99		256.99	100-50-5220
Total 27006:						256.99	.00	256.99	
Total 671 KIEHNAU'S SERVICE LLC:						256.99	.00	256.99	
<b>701 VILLAGE OF EPHRAIM/GENL</b>									
SEWER-2ND	1	Sewer 2Q-Admin/FD	Invoice	07/02/2026	07/15/2026	150.00		150.00	100-10-5160
SEWER-2ND	2	Sewer 2Q-Beach	Invoice	07/02/2026	07/15/2026	165.00		165.00	100-20-5542
SEWER-2ND	3	Sewer 2Q-Firehouse Marina	Invoice	07/02/2026	07/15/2026	150.00		150.00	202-40-5543
SEWER-2ND	4	Sewer 2Q-Village Hall	Invoice	07/02/2026	07/15/2026	415.50		415.50	100-10-5160
SEWER-2ND	5	Sewer 2Q-Visitor Center	Invoice	07/02/2026	07/15/2026	150.00		150.00	100-20-5332
SEWER-2ND	6	Sewer 2Q-Maintenance	Invoice	07/02/2026	07/15/2026	150.00		150.00	100-20-5332
Total SEWER-2ND Q-2026:						1,180.50	.00	1,180.50	
Total 701 VILLAGE OF EPHRAIM/GENL:						1,180.50	.00	1,180.50	
<b>799 AFLAC ATTN: REMITTANCE PROCESSING</b>									
461018	1	Supplemental Insurance	Invoice	06/30/2026	07/15/2026	396.82		396.82	100-21515
Total 461018:						396.82	.00	396.82	
Total 799 AFLAC ATTN: REMITTANCE PROCESSING:						396.82	.00	396.82	
<b>864 CHARTER COMMUNICATIONS</b>									
8285125050	1	Internet Charges-Marina	Invoice	07/04/2026	07/15/2026	142.90		142.90	202-40-5543
Total 8285125050006018-070726:						142.90	.00	142.90	
8285125050	1	Internet Charges-Village Hall	Invoice	07/04/2026	07/15/2026	224.55		224.55	100-10-5160
Total 8285125050006661-070726:						224.55	.00	224.55	
8285125060	1	Internet Charges-FD	Invoice	07/04/2026	07/15/2026	142.90		142.90	100-50-5220
Total 8285125060006164-070726:						142.90	.00	142.90	
Total 864 CHARTER COMMUNICATIONS:						510.35	.00	510.35	
<b>991 LAKE &amp; POND SOLUTIONS LLC</b>									
23320	1	2026 Herbicide/Algeacide Application	Invoice	06/29/2026	07/15/2026	1,474.15		1,474.15	202-40-5543
Total 23320:						1,474.15	.00	1,474.15	
Total 991 LAKE & POND SOLUTIONS LLC:						1,474.15	.00	1,474.15	
<b>1064 KIM ROBERTS</b>									
JULY2026	1	Phone Reimbursement-July 2026	Invoice	07/01/2026	07/15/2026	15.00		15.00	100-10-5140
Total JULY2026:						15.00	.00	15.00	
Total 1064 KIM ROBERTS:						15.00	.00	15.00	
<b>1178 NICOLET NATIONAL BANK</b>									
GY5ZKHZM2	1	100x AA Batteries	Invoice	05/22/2026	07/15/2026	42.99		42.99	100-50-5220

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total GY5ZKHZM2M:						42.99	.00	42.99	
HANFY1X3A	1	23 Gal Premium Gas	Invoice	06/02/2026	07/15/2026	122.00		122.00	100-20-5331
Total HANFY1X3A6:						122.00	.00	122.00	
HK0212SMX	1	Fuel-FD	Invoice	06/12/2026	07/15/2026	956.86		956.86	100-50-5220
Total HK0212SMXK:						956.86	.00	956.86	
Total 1178 NICOLET NATIONAL BANK:						1,121.85	.00	1,121.85	
<b>1190 DANIEL OAKLEY</b>									
JULY2026	1	Cell Phone Reimbursement-July 2026	Invoice	07/01/2026	07/15/2026	15.00		15.00	610-30-5740
Total JULY2026:						15.00	.00	15.00	
Total 1190 DANIEL OAKLEY:						15.00	.00	15.00	
<b>1248 DOOR COUNTY IT</b>									
6439	1	Huntress, Data Protection w/Cove Back	Invoice	06/24/2026	07/15/2026	440.80		440.80	100-10-5140
Total 6439:						440.80	.00	440.80	
6470	1	System Maintenance	Invoice	06/24/2026	07/15/2026	142.00		142.00	100-10-5140
Total 6470:						142.00	.00	142.00	
Total 1248 DOOR COUNTY IT:						582.80	.00	582.80	
<b>1273 INSPECTION SPECIALIST LLC</b>									
JUNE2026	1	Building Permits	Invoice	06/30/2026	07/15/2026	640.80		640.80	100-10-4431
Total JUNE2026:						640.80	.00	640.80	
Total 1273 INSPECTION SPECIALIST LLC:						640.80	.00	640.80	
<b>1352 CHARTER COMMUNICATIONS-ENTERPRISE</b>									
228782901-0	1	Internet Charges-Admin	Invoice	07/01/2026	07/15/2026	89.99		89.99	100-10-5160
228782901-0	2	VoIP Charges - Admin	Invoice	07/01/2026	07/15/2026	398.40		398.40	100-10-5160
Total 228782901-070126:						488.39	.00	488.39	
Total 1352 CHARTER COMMUNICATIONS-ENTERPRISE:						488.39	.00	488.39	
<b>1356 FRANCIS CHEN</b>									
PLE-2026-2	1	Permanent Limited Easment - North Pa	Invoice	07/06/2026	07/15/2026	9,835.00		9,835.00	100-20-5330
Total PLE-2026-2:						9,835.00	.00	9,835.00	
Total 1356 FRANCIS CHEN:						9,835.00	.00	9,835.00	
<b>1363 MILWAUKEE RUBBER PRODUCTS INC</b>									
0130542	1	4X 3"x25' Kana Flex Hoses	Invoice	07/02/2026	07/15/2026	1,300.00		1,300.00	610-30-5740

Invoice Number	Sequence Number	Description	Type	Invoice Date	Due Date	Invoice Amount	Discount Amount	Net Invoice Check Amount	GL Account Number
Total 0130542:						1,300.00	.00	1,300.00	
Total 1363 MILWAUKEE RUBBER PRODUCTS INC:						1,300.00	.00	1,300.00	
<b>1364 LAKE LEDGE NATURALIST LLC</b>									
3185	1	Wetlands-Kiosk Exhibit Panels, Trailside	Invoice	07/02/2026	07/15/2026	17,500.00		17,500.00	100-20-5520
Total 3185:						17,500.00	.00	17,500.00	
Total 1364 LAKE LEDGE NATURALIST LLC:						17,500.00	.00	17,500.00	
<b>9098 DESTINATION DOOR COUNTY</b>									
JUNE2026	1	Village Hall Deposit Refund	Invoice	06/26/2026	07/15/2026	250.00		250.00	100-23200
Total JUNE2026:						250.00	.00	250.00	
Total 9098 DESTINATION DOOR COUNTY:						250.00	.00	250.00	
<b>9290 ANDREA COLLAK</b>									
JULY2026	1	Cell Phone Reimbursement-July 2026	Invoice	07/01/2026	07/15/2026	30.00		30.00	100-10-5140
Total JULY2026:						30.00	.00	30.00	
Total 9290 ANDREA COLLAK:						30.00	.00	30.00	
Total :						40,342.69	.00	40,342.69	
Grand Totals:						40,342.69	.00	40,342.69	

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-10-44310	640.80	.00	640.80
100-10-51400-312	45.00	.00	45.00
100-10-51400-334	582.80	.00	582.80
100-10-51600-306	398.40	.00	398.40
100-10-51600-309	89.99	.00	89.99
100-10-51601-308	565.50	.00	565.50
100-10-51601-309	224.55	.00	224.55
100-20-53301-221	2,303.00	.00	2,303.00
100-20-53302-820	9,835.00	.00	9,835.00
100-20-53310-310	122.00	.00	122.00
100-20-53321-308	150.00	.00	150.00
100-20-53323-308	150.00	.00	150.00
100-20-53420-303	713.28	.00	713.28
100-20-53440-210	669.50	.00	669.50
100-20-55200-840	17,500.00	.00	17,500.00
100-20-55420-308	165.00	.00	165.00
100-21515	396.82	.00	396.82
100-23200	500.00	.00	500.00
100-50-52200-302	142.90	.00	142.90
100-50-52200-310	956.86	.00	956.86

Summary by General Ledger Account Number

GL Account Number	Debit	Credit	Net
100-50-52200-353	299.98	.00	299.98
100-50-52200-369	50.58	.00	50.58
202-40-55430-307	1,474.15	.00	1,474.15
202-40-55430-308	150.00	.00	150.00
202-40-55430-309	142.90	.00	142.90
202-40-55431-362	235.63	.00	235.63
610-30-57401-306	498.05	.00	498.05
610-30-57401-312	15.00	.00	15.00
610-30-57402-210	25.00	.00	25.00
610-30-57402-383	1,300.00	.00	1,300.00
<b>Grand Totals:</b>	<b>40,342.69</b>	<b>.00</b>	<b>40,342.69</b>

Summary by General Ledger Posting Period

GL Posting Period	Debit	Credit	Net
00/00	40,342.69	.00	40,342.69
<b>Grand Totals:</b>	<b>40,342.69</b>	<b>.00</b>	<b>40,342.69</b>



# Ephraim Business Council

July 2026

Presentation to the  
Ephraim Village Board

# Fyr Bal

- We celebrated the 61<sup>st</sup> year of the festival with great weather and amazing attendance.
- Positive feedback from attendees, vendors, and businesses
- Well-received activities like canoe excursions, eating contests, and flower crown making
- Worked with Door County Emergency Management, Door County Sheriffs Department, and Village of Ephraim to utilize new safety barricades



Credit: EBC



# Fyr Bal

- B.D. Thorp was honored as the 61st Fyr Bal Chieftain
- Medallion created by John Balistreri of Balistreri Fine Art



Credit: EBC



Credit: EBC



Credit: T. Dukehart



# Fyr Bal Fireworks Donors

- Rob Davis
- Marjorie W. Glenn
- Houses of Door
- Laura & Herb Johnson
- James, Moni, & Kent Lalonde
- Mark & Margaret Linzmeier
- Michael & Windsor McCutcheon
- Rob & Barb Meyer
- Dennis & Kathleen Chandler Miller
- Karin Myers
- Peninsula Music Festival
- Piggly Wiggly
- The Red Barn Biscuit Co.
- Kenneth Spone
- Cynthia Stiehl
- Wilson's Restaurant & Ice Cream Parlor



Credit: L. Collins



# Fyr Bal – Thank You!

- Village of Ephraim Maintenance Dept.
- Village of Ephraim Administrative Team
- Ephraim Fire Department
- Cake Walk Donors
- Andy Dukehart, Marsella Fults, & Kathie Hart
- Marcia Ellis
- Thor Johnson – South Shore Pier
- Amanda Mitterman & Erin Bristol
- Jolynn Nelson – Ephraim Shores Resort
- Patrick Perkins – Edgewater Resort
- Volunteers



# North End Path Celebration



Credit: EBC



## EPHRAIM'S NORTH END PATH CELEBRATION

Sponsored by the Ephraim Business Council

### MONDAY, JUNE 22 3PM-6PM

<div style="background-color: #f06292; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>DOOR COUNTY ROCK &amp; GEM</b> </div> <p style="font-size: 0.8em;">Find great deals at the sidewalk sale and enjoy the store's unique offerings and mining experience</p> <div style="background-color: #3f51b5; color: white; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>EPHRAIM MOTEL</b> </div> <p style="font-size: 0.8em;">Stop by their outdoor table serving lemonade and learn about the lodging business</p> <div style="background-color: #e91e63; color: white; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>EVERYDAY CHATEAU</b> </div> <p style="font-size: 0.8em;">Shop a curated collection of home décor, gifts, and French-inspired lifestyle goods while enjoying wine by the glass available for purchase</p> <div style="background-color: #4db6ac; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>FM106.9 THE LODGE</b> </div> <p style="font-size: 0.8em;">Enjoy some tunes, get the radio dog Parker, pick up Lodge and Rewind 97.7 merchandise, and share your small for your chance to win tickets</p> <div style="background-color: #3f51b5; color: white; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>HIGH POINT INN</b> </div> <p style="font-size: 0.8em;">Check out all that the inn has to offer while you savor complimentary cookies &amp; coffee</p> <div style="background-color: #f44336; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>ISLAND LAVENDER</b> </div> <p style="font-size: 0.8em;">Peruse the full array of lavender products and get a free giveaway with purchase</p> <div style="background-color: #3f51b5; color: white; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>KLAUD'S KITCHEN</b> </div> <p style="font-size: 0.8em;">Write your name and phone number on the back of your purchase's receipt for a chance to win one of three prizes! Drawing will be held on the day following the event.</p>	<div style="background-color: #f06292; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>MODERN NOMAD/ SASQUATCH SODA</b> </div> <p style="font-size: 0.8em;">Purchase a dirty soda while you explore all the shop has to offer</p> <div style="background-color: #4db6ac; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>RED BARN BISCUIT CO.</b> </div> <p style="font-size: 0.8em;">Join them for their Grand Opening and enjoy pulled pork sandwiches on homemade biscuits, with mac and cheese and coleslaw on the side</p> <div style="background-color: #3f51b5; color: white; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>RED PUTTER MINI GOLF</b> </div> <p style="font-size: 0.8em;">Make your own trail mix bar available while you play a round of mini golf</p> <div style="background-color: #f44336; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>SECRET GARDEN OF DOOR COUNTY</b> </div> <p style="font-size: 0.8em;">Be one of the first to experience this remarkable, Smithsonian-archived garden as it comes to life, before opening to the public in early July, get a taste of the baked goodies, and check out the event calendar</p> <div style="background-color: #3f51b5; color: white; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>THE SIMPLE SOLUTION</b> </div> <p style="font-size: 0.8em;">Take advantage of special sales and refreshments and enter into a gift card giveaway if you walk the path</p> <div style="background-color: #f06292; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>SIP</b> </div> <p style="font-size: 0.8em;">Visit Sip Outside to enjoy drink specials and half off appetizers</p> <div style="background-color: #4db6ac; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>SOMERSET INN &amp; SUITES</b> </div> <p style="font-size: 0.8em;">Enjoy outdoor snacks, refreshments, and giveaways</p> <div style="background-color: #3f51b5; color: white; border-radius: 10px; padding: 5px; margin-bottom: 10px;"> <b>WATERBURY INN</b> </div> <p style="font-size: 0.8em;">Go on a scavenger hunt for hand painted rocks, including three special "Golden Rocks" that can be redeemed for larger prizes at the front desk (one prize per person)</p>
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**EPHRAIM BUSINESS COUNCIL**  
 920.854.4989  
[www.ephraim-doorcounty.com](http://www.ephraim-doorcounty.com)

# Evenings in Ephraim



# Visitor Information Center

- Four greeters on staff
- Open 10am – 5pm Monday through Saturday and 10am – 3pm Sunday





Thank You for Your Support!

DOOR COUNTY TOURISM ZONE COMMISSION  
PO BOX 55, SISTER BAY WI 54234  
920.854.6200, Fax: 920-854-9019



Website: [www.doorcountytourismzone.com](http://www.doorcountytourismzone.com)  
Email: [info@doorcountytourismzone.com](mailto:info@doorcountytourismzone.com)

**Date:** June 9, 2026  
**RE:** 250<sup>th</sup> Anniversary Celebration

Dear Municipal Partners,

The 250<sup>th</sup> anniversary of our country is a momentous occasion, and many of Door County's communities are planning events throughout the year to celebrate. In order to assist in the upcoming celebrations and thank our municipal partners for their support of the Zone and its operations, the Commission has voted to direct \$100,000 to be divided amongst Door County's municipalities according to the percentage of room tax generated by each community. This distribution will be completed for this year only, as the Zone had an unexpected surplus from 2024 and 2025.

The intention of these funds is to provide potential upgrades or reduce the cost burden events that are planned. We encourage you to work with your Community Business Associations who may have celebratory or promotional events planned with additions in mind. You will not need to apply for these funds; they will be sent directly to you.

To ensure an equitable distribution, the Commission has distributed the funds according to the percentage of room tax brought in by each municipality, which is listed below.

MUNICIPAL	Percentage	Check Amount
Baileys Harbor	7.67%	\$7,672.29
Brussels	0.02%	\$17.59
Clay Banks	0.39%	\$390.53
Egg Harbor-Town	9.17%	\$9,173.52
Egg Harbor - Village	7.90%	\$7,902.49
Ephraim	10.53%	\$10,529.28
Forestville-Town	0.08%	\$83.16
Forestville-Village	0.00%	\$0.00
Gardner	1.09%	\$1,091.37
Gibraltar	13.42%	\$13,424.51
Jacksonport	2.51%	\$2,511.21
Liberty Grove	7.79%	\$7,792.40
Nasewaupee	3.38%	\$3,384.82
Sevastopol	5.80%	\$5,799.22
Sister Bay	15.51%	\$15,511.09
Sturgeon Bay-City	11.80%	\$11,803.58
Sturgeon Bay-Town	1.07%	\$1,074.72
Union	0.34%	\$336.58
Washington Island	1.50%	\$1,501.64

If you have any questions, please do not hesitate to reach out to me.  
Sincerely,

A handwritten signature in cursive script that reads "Juliana Behme". The signature is written in dark ink on a light-colored background.

Juliana Behme-Executive Director-Door County Tourism Zone

Form  
**AB-200**

# Alcohol Beverage License Application

For Municipal Use Only	
Municipality	VILLAGE OF EPHRAIM
License Period	07/01/2026 - 06/30/2027

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer ..... \$ \_\_\_\_\_    
  Class "B" Beer ..... \$ 100.00  
 "Class A" Liquor ..... \$ \_\_\_\_\_    
  "Class B" Liquor ..... \$ \_\_\_\_\_  
 "Class A" Liquor (cider only) \$ \_\_\_\_\_    
  Reserve "Class B" Liquor \$ \_\_\_\_\_  
 "Class C" Liquor (wine only) \$ 100.00

Fees	
License Fees	\$ 200.00
Background Check Fee	\$
Publication Fee	\$ 20.00
<b>Total Fees</b>	<b>\$ 220.00</b>

**Part A: Premises/Business Information**

1. Legal Business Name (individual name if sole proprietorship) PROJECT ZULU, LLC			
2. Business Trade Name or DBA BAD MORAVIAN - EPHRAIM COFFEE LAB			
3. FEIN [REDACTED]		4. Wisconsin Seller's Permit Number [REDACTED]	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 06/04/2016	8. Wisconsin DFI Registration Number [REDACTED]
9. Premises Address [REDACTED]			
10. City EPHRAIM		11. State WI	12. Zip Code 54211
13. County Door	14. Governing Municipality: <input type="checkbox"/> City <input type="checkbox"/> Town <input checked="" type="checkbox"/> Village of: EPHRAIM		15. Aldermanic District
16. Premises Phone [REDACTED]	17. Premises Email [REDACTED]		18. Website [REDACTED]
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. <b>no changes. as previously reported.</b>			
20. Mailing Address (if different from premises address) [REDACTED]			
21. City Ephraim		22. State wi	23. Zip Code 54211

**Part B: Questions**

1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages.     Yes     No

If yes, list the details of violation below. Attach additional sheets if necessary.

Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated	Location	Trial Date
Penalty Imposed	Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol or beverages.  Yes  No

If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor?  Yes  No  
If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity?  Yes  No  
If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity	4b. Business Entity FEIN
-----------------------------	--------------------------

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion.  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine?  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees?  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
ISELY	RANDY	OWNER	[REDACTED]

**Part D: Attestation**

One of the following must sign and attest to this application:

- sole proprietor
- one general partner of a partnership
- one corporate officer
- one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name ISELY	First Name RANDY	M.I. L
Title OWNER	Email [REDACTED]	Phone [REDACTED]
Signature [REDACTED]	Date 06/04/2026	

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 06/04/2026	License Number [REDACTED]	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk [REDACTED]		Date Provisional License Issued (if applicable)	

**License to Serve Fermented Malt Beverages and Wine**  
**Ephraim, WI**

**To the Board of Trustees of the Village of Ephraim, Wisconsin:**

**Answer the following questions fully and completely:**

**Indicate the area(s) where alcoholic beverages are going to be stored \_\_\_\_\_**  
**Beverages will be stored in lockable coolers behind the bar and in the storage room behind the bar.**

\_\_\_\_\_  
**Indicate the area(s) where alcoholic beverages are going to be sold/served \_\_\_\_\_**  
**Beverages will be sold and served at the bar.**

\_\_\_\_\_  
**Indicate the area(s) where alcoholic beverages are going to be consumed \_\_\_\_\_**  
**Beverages will be consumed at the bar, at indoor tables, and in the courtyard adjacent to the south side of the building.**

  
\_\_\_\_\_  
**Signature of Applicant**

Form  
AB-200

## Alcohol Beverage License Application

For Municipal Use Only	
Municipality	VILLAGE OF EPHRAIM
License Period	7/1/2026 - 6/30/2027

License(s) Requested: (up to two boxes may be checked)

- Class "A" Beer ..... \$ \_\_\_\_\_      Class "B" Beer ..... \$ 100.00  
 "Class A" Liquor ..... \$ \_\_\_\_\_      "Class B" Liquor ..... \$ \_\_\_\_\_  
 "Class A" Liquor (cider only) \$ \_\_\_\_\_      Reserve "Class B" Liquor \$ \_\_\_\_\_  
 "Class C" Liquor (wine only) \$ 100.00

Fees	
License Fees	\$ 200.00
Background Check Fee	\$
Publication Fee	\$ 20.00
<b>Total Fees</b>	<b>\$ 220.00</b>

Part A: Premises/Business Information			
1. Legal Business Name (individual name if sole proprietorship) Wilder Inn LLC			
2. Business Trade Name or DBA Wilder Inn			
3. FEIN [REDACTED]		4. Wisconsin Seller's Permit Number [REDACTED]	
5. Entity Type (check one) <input type="checkbox"/> Sole Proprietor <input type="checkbox"/> Partnership <input checked="" type="checkbox"/> Limited Liability Company <input type="checkbox"/> Corporation <input type="checkbox"/> Nonprofit Organization			
6. State of Organization WI		7. Date of Organization 04/23/2025	8. Wisconsin DFI Registration Number [REDACTED]
9. Premises Address [REDACTED]			
10. City Ephraim		11. State WI	12. Zip Code 54211
13. County Door		14. Governing Municipality: <input type="checkbox"/> City <input type="checkbox"/> Town <input checked="" type="checkbox"/> Village of: Ephraim	15. Aldermanic District
16. Premises Phone [REDACTED]		17. Premises Email [REDACTED]	18. Website [REDACTED]
19. Premises Description - Describe the building or buildings where alcohol beverages are produced, sold, stored, or consumed, and related records are kept. Describe all rooms within the building, including living quarters. Authorized alcohol beverage activities and storage of records may occur only on the premises described in this application. Attach a map or diagram and additional sheets if necessary. Downstairs of a lodging building and outdoor patio			
20. Mailing Address (if different from premises address) [REDACTED]			
21. City Ephraim		22. State WI	23. Zip Code 54211
Part B: Questions			
1. Has the business (sole proprietorship, partnership, limited liability company, or corporation) been convicted of violating federal or state laws or local ordinances? Exclude traffic offenses unless related to alcohol beverages. <input type="checkbox"/> Yes <input checked="" type="checkbox"/> No If yes, list the details of violation below. Attach additional sheets if necessary.			
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	
Law/Ordinance Violated		Location	Trial Date
Penalty Imposed		Was sentence completed? . . . . <input type="checkbox"/> Yes <input type="checkbox"/> No	

2. Are charges for any offenses pending against the business? Exclude traffic offenses unless related to alcohol beverages.  Yes  No  
 If yes, describe the nature and status of pending charges using the space below. Attach additional sheets as needed.

3. Is the applicant business or any of its officers, directors, members, agent, employees, owners, or other related individuals or entities a restricted investor with any interest in an alcohol beverage producer or distributor?  Yes  No  
 If yes, provide the name of the restricted investor and describe the nature of the interest.

4. Is the applicant business owned by another business entity?  Yes  No  
 If yes, provide the name(s) and FEIN(s) of the business entity owners below. Attach additional sheets as needed.

4a. Name of Business Entity Wilder Farms Inc	4b. Business Entity FEIN [REDACTED]
---	--

5. Have the partners, agent, or sole proprietor satisfied the responsible beverage server training requirement for this license period? Submit proof of completion.  Yes  No

6. Is the applicant business indebted to any wholesaler beyond 15 days for beer or 30 days for liquor/wine?  Yes  No

7. Does the applicant business owe past due municipal property taxes, assessments, or other fees?  Yes  No

**Part C: Individual Information**

List the name, title, and phone number for each person or entity holding the following positions in the applicant business or businesses listed in Part B, Question 4: sole proprietor, all officers, directors, and agent of a corporation or nonprofit organization, all partners of a partnership, and all members, managers, and agent of a limited liability company. Attach additional sheets if necessary.

Include Form AB-100 for each person listed below. Corporations and LLCs must appoint an agent by including Form AB-101.

Last Name	First Name	Title	Phone
Pillat	Christian	Owner	[REDACTED]
Heidler	Frank	Owner	[REDACTED]

**Part D: Attestation**

One of the following must sign and attest to this application:  
 • sole proprietor      • one general partner of a partnership      • one corporate officer      • one member of an LLC

**READ CAREFULLY BEFORE SIGNING:** Under penalty of law, I have answered each of the above questions completely and truthfully. I agree that I am acting solely on behalf of the applicant business and not on behalf of any other individual or entity seeking the license. Further, I agree that the rights and responsibilities conferred by the license(s), if granted, will not be assigned to another individual or entity. I agree to operate this business according to the law, including but not limited to, purchasing alcohol beverages from state authorized wholesalers. I understand that lack of access to any portion of a licensed premises during inspection will be deemed a refusal to allow inspection. Such refusal is a misdemeanor and grounds for revocation of this license. I understand that any license issued contrary to Wis. Stat. Chapter 125 shall be void under penalty of state law. I further understand that I may be prosecuted for submitting false statements and affidavits in connection with this application, and that any person who knowingly provides materially false information on this application may be required to forfeit not more than \$1,000 if convicted.

Last Name Pillat	First Name Christian	M.I. R
Title CEO	Email [REDACTED]	Phone [REDACTED]
Signature [REDACTED]		Date 06/09/26

**Part E: For Clerk Use Only**

Date Application Was Filed With Clerk 6/10/2026	License Number [REDACTED]	Date License Granted	Date License Issued
Signature of Clerk/Deputy Clerk [REDACTED]		Date Provisional License Issued (if applicable)	

**License to Serve Fermented Malt Beverages and Wine**

**Ephraim, WI**

To the Board of Trustees of the Village of Ephraim, Wisconsin:

Answer the following questions fully and completely:

**Indicate the area(s) where alcoholic beverages are going to be stored:** Alcoholic beverages will be stored in a locked closet, which is indicated on our site map. When available for sale, they will be in a locked cooler behind the front desk.

**Indicate the area(s) where alcoholic beverages are going to be sold/served:** Alcoholic beverages will be sold from the front desk, which is located on the site map.

**Indicate the area(s) where alcoholic beverages are going to be consumed:** Alcoholic beverages will be consumed within the lobby and our back patio area. Both are indicated on the site map.

A black rectangular redaction box covers the signature of the applicant. A handwritten signature is visible above the box, and a horizontal line is drawn below the box.

Signature of Applicant

**Alcohol License Floor Plan**

r St, Ephraim, WI 54211

March 11<sup>th</sup>, 2026



parking

parking

w

CONSULTANT:  
 **Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
 **DOOR COUNTY WISCONSIN**

ENGINEER SEAL:  
 PRELIMINARY - NOT FOR CONSTRUCTION

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**TITLE SHEET  
 PROPOSED DOOR COUNTY  
 EMERGENCY COMMUNICATIONS TOWER  
 EPHRAIM, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
ASE	12/22/25	REV. A
ASE	12/23/25	REV. B
ASE	03/06/26	REV. C
HDK	07/08/26	REV. D

CHECKED BY	KCB
PLOT DATE	7/10/2026
PROJECT NUMBER	46635
SET TYPE	LE1
SHEET NUMBER	<b>G-001</b>



# DOOR COUNTY WISCONSIN

## PROPOSED DOOR COUNTY EMERGENCY COMMUNICATIONS TOWER SISTER BAY, WISCONSIN 180' SELF-SUPPORT TOWER

### PROJECT DIRECTORY

ENGINEER:  
 EDGE CONSULTING ENGINEERS, INC.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 CONTACTS: KEN BAUMGARDT, PE  
 PHONE: (608) 644-1449

OWNER:  
 DOOR COUNTY  
 421 NEBRASKA ST.  
 STURGEON BAY, WI 54235  
 CONTACT: ASHLEY DEGRAVE  
 PHONE: (920) 746-2395

PROJECT MANAGER:  
 NSIGHT TELECOMMUNICATIONS  
 470 SECURITY BLVD.  
 GREEN BAY, WI 54313  
 CONTACT: TIFFANY SAMUELS  
 PHONE: (920) 770-6078

### PROJECT INFO

SITE ADDRESS:  
 2683 GERMAN ROAD  
 EPHRAIM, WI 54234  
 DOOR COUNTY

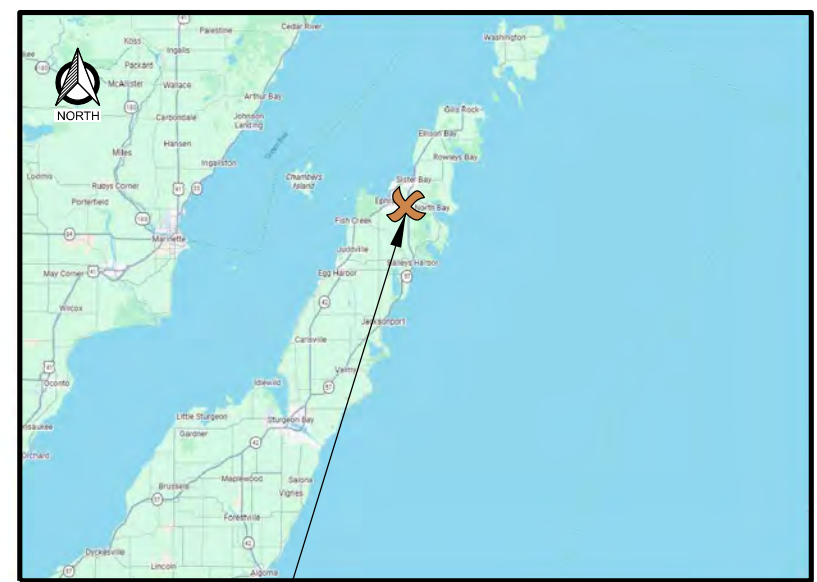
EXISTING PROPERTY OWNER:  
 VILLAGE OF EPHRAIM  
 PO BOX 138  
 EPHRAIM, WI 54211

PROPOSED LESEE (TOWER SITE):  
 DOOR COUNTY  
 421 NEBRASKA ST.  
 STURGEON BAY, WI 54235

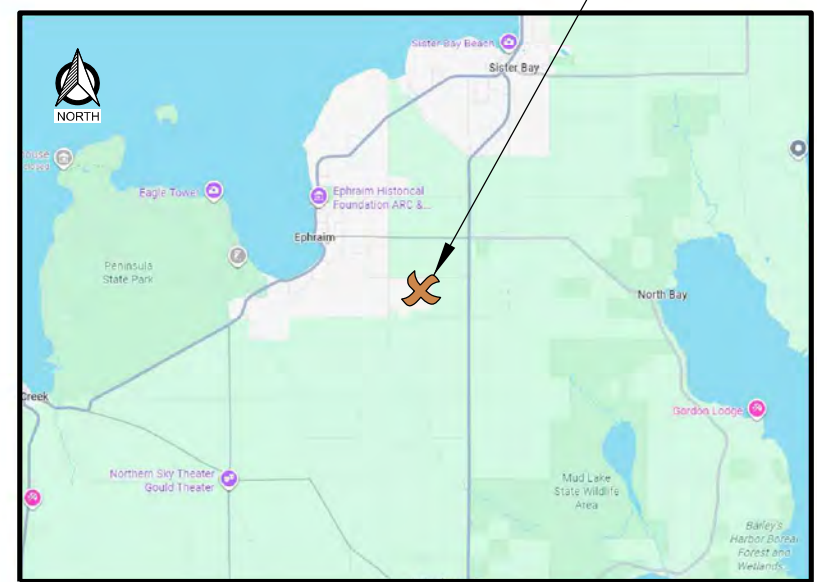
TOWER OWNER:  
 VB BTS II, LLC  
 750 PARK OF COMMERCE DRIVE, SUITE 200  
 BOCA RATON, FL 33487

### SHEET INDEX

NO.:	SHEET TITLE
<b>G-001</b>	<b>TITLE SHEET</b>
<b>C-101</b>	<b>SITE PLAN</b>
<b>C-103</b>	<b>ENLARGED SITE PLAN</b>
<b>T-201</b>	<b>TOWER LOADING / ELEVATION</b>



**SITE LOCATION**



### APPLICABLE CODES

THESE SITE PLANS ADHERE TO ALL OF THE REQUIREMENTS CALLED OUT IN THE JURISDICTION, PLANNING, AND ZONING FOR ANTENNAS AND SUPPORT STRUCTURE WHERE SITE IS LOCATED.

#### ALL WORK SHALL COMPLY WITH THE FOLLOWING:

- 2015 INTERNATIONAL BUILDING CODE
- 2017 NATIONAL ELECTRIC CODE

IN THE EVENT OF CONFLICT THE MOST RESTRICTIVE CODE SHALL PREVAIL.



TO OBTAIN LOCATION OF PARTICIPANTS' UNDERGROUND FACILITIES BEFORE YOU DIG IN WISCONSIN, CALL DIGGERS HOTLINE

TOLL FREE: 1-800-242-8511  
 FAX A LOCATE: 1-800-242-5811

WI STATUTE 182.0175 (1974) REQUIRES MIN. OF 3 WORK DAYS NOTICE BEFORE YOU EXCAVATE

- # **KEYNOTES: (THIS SHEET)**
- A. 180' SELF-SUPPORT TOWER
  - B. C/L OF PROPOSED 30' WIDE ACCESS/UTILITY EASEMENT AND 30' WIDE UTILTY EASEMENT
  - C. 100' x 100' PROPOSED TOWER LEASE AREA
  - D. 60' x 60' FENCED AREA



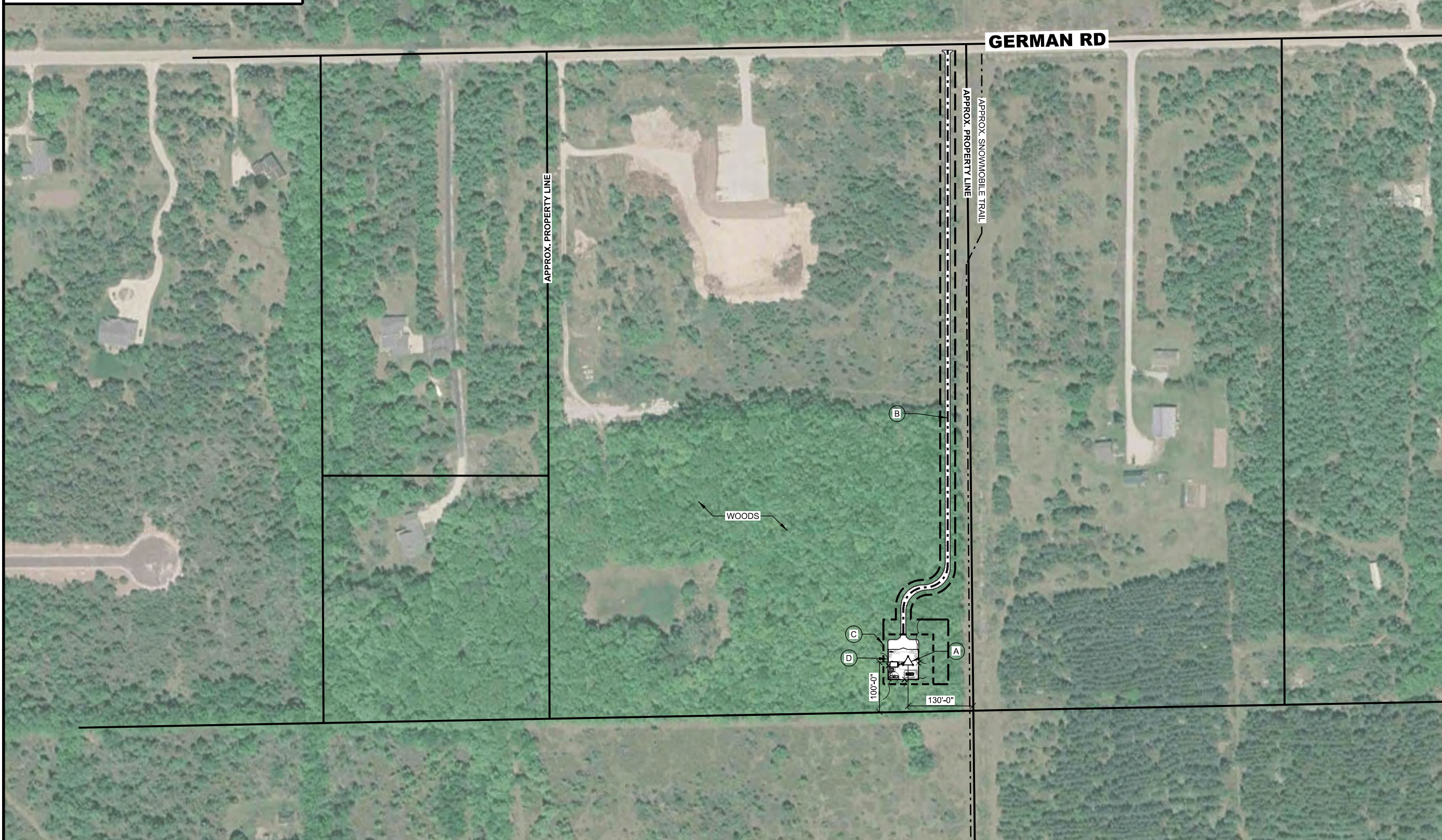
CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com



ENGINEER SEAL:  
**PRELIMINARY - NOT FOR CONSTRUCTION**

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**SITE PLAN**  
**PROPOSED DOOR COUNTY**  
**EMERGENCY COMMUNICATIONS TOWER**  
**EPHRAIM, WISCONSIN**

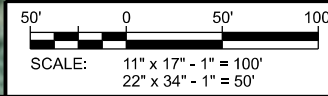


- GENERAL NOTES: (THIS SHEET)**
1. NORTH ARROW SHOWN AS APPROXIMATE.
  2. AERIAL IMAGERY PER: BING MAPS DATA

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
ASE	12/22/25	REV. A
ASE	12/23/25	REV. B
ASE	03/06/26	REV. C
HDK	07/08/26	REV. D

CHECKED BY:	KCB
PLOT DATE:	7/10/2026
PROJECT NUMBER:	46635
SET TYPE:	LE1
SHEET NUMBER:	<b>C-101</b>

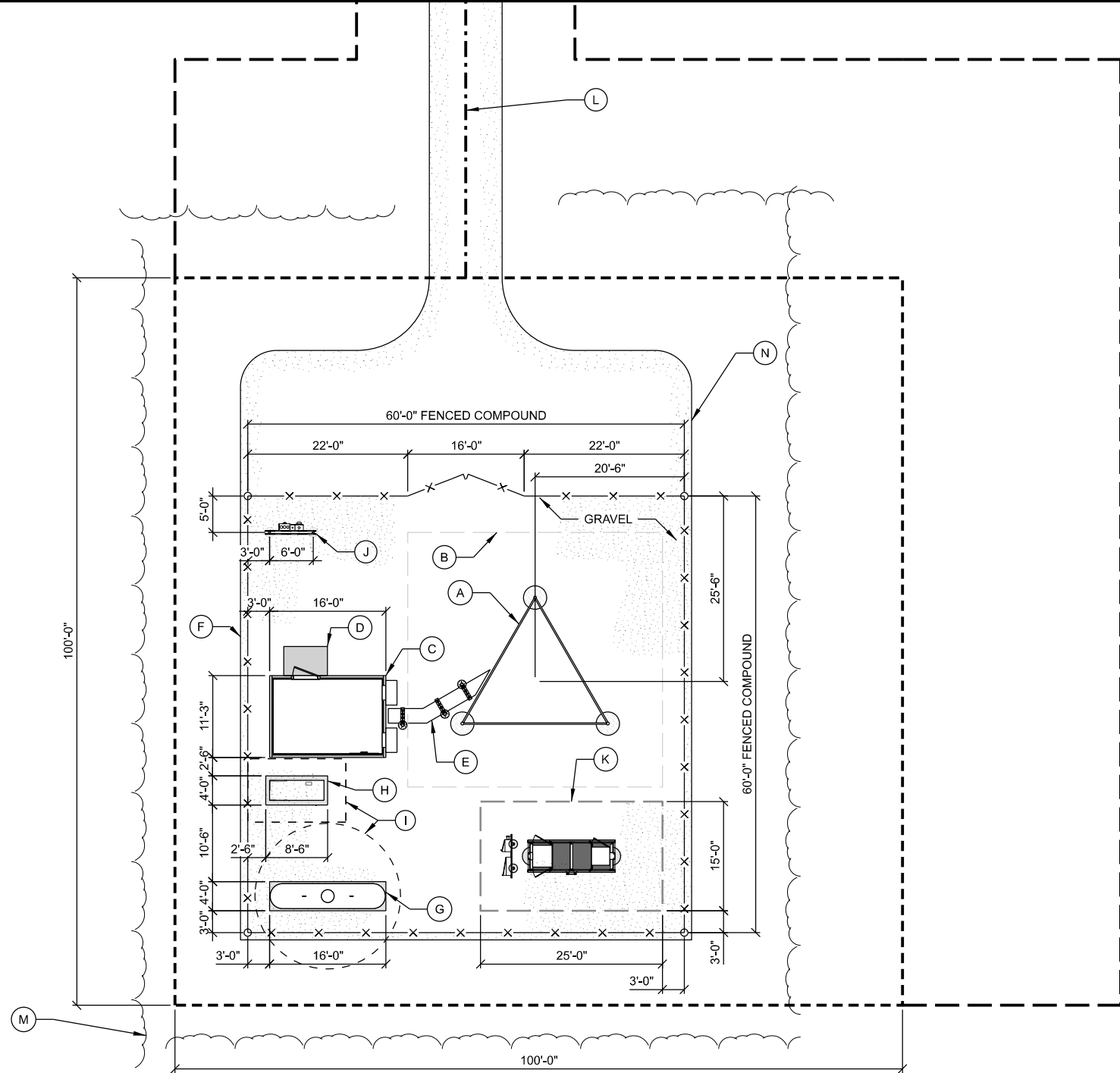


I:\46635\46635Design\CAD\LE1\Plot\C-101.dgn



NORTH

WOODS



**# KEYNOTES: (THIS SHEET)**

- A. 180' SELF-SUPPORT TOWER (20' FACE WIDTH SHOWN); ACTUAL SIZE TO BE DETERMINED BY TOWER MANUFACTURER
- B. TOWER FOUNDATION (35' x 35' PAD SHOWN); ACTUAL SIZE TO BE DETERMINED BY TOWER MANUFACTURER
- C. DOOR COUNTY EQUIPMENT SHELTER
- D. 4' x 6' CONCRETE STOOP
- E. 24" WIDE ICE BRIDGE
- F. 60' x 60' FENCED COMPOUND
- G. 1000 GAL. LP FUEL TANK ON CONCRETE SLAB
- H. GENERATOR ON CONCRETE SLAB
- I. CLEARANCE ZONE/SETBACKS  
- 8' AROUND LP TANK  
- 2'-4" AROUND GENERATOR
- J. MULTI-METER UTILITY RACK
- K. FUTURE 12' x 25' NSIGHT LEASE AREA
- L. C/L OF 30' WIDE ACCESS/UTILITY EASEMENT AND 30' WIDE UTILITY EASEMENT
- M. TREE CLEARING
- N. PROPOSED 20' GRAVEL TURN AROUND

**Edge**  
Consulting Engineers, Inc.  
624 WATER STREET  
PRAIRIE DU SAC, WI 53578  
608.644.1449 VOICEMAIL  
608.644.1549 FAX  
www.edgeconsult.com

CLIENT:

ENGINEER SEAL:  
**PRELIMINARY - NOT FOR CONSTRUCTION**

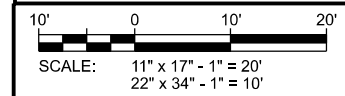
I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**ENLARGED SITE PLAN  
PROPOSED DOOR COUNTY  
EMERGENCY COMMUNICATIONS TOWER  
EPHRAIM, WISCONSIN**

SUBMITTAL:

INT.	DATE:	DESCRIPTION:
ASE	12/22/25	REV. A
ASE	12/23/25	REV. B
ASE	03/06/26	REV. C
HDK	07/08/26	REV. D

CHECKED BY	KCB
PLOT DATE	7/10/2026
PROJECT NUMBER	46635
SET TYPE	LE1
SHEET NUMBER	<b>C-102</b>



PROPERTY OWNED BY  
VILLAGE OF EPHRAIM

APPROX. PROPERTY LINE

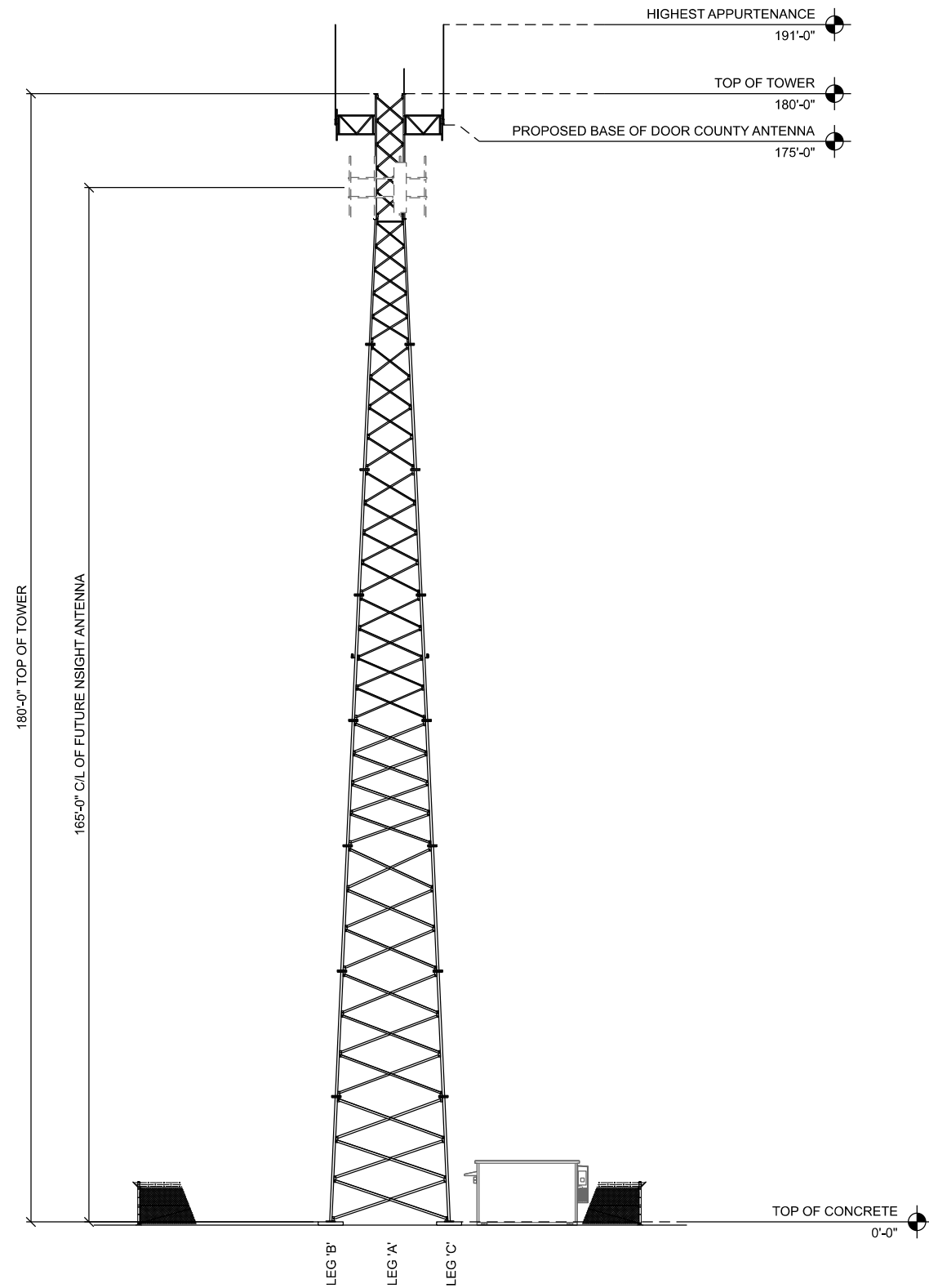
PROPERTY OWNED BY  
WILLIAM MEYER

**GENERAL NOTES: (THIS SHEET)**

- 1. NORTH ARROW SHOWN AS APPROXIMATE.

E:\46600\46635\Design\CAD\LE1\Plot\C-102.dgn

I:\46635\46635\Design\CAD\LE\Plot\T-201.dgn



**A TOWER PROFILE (ELEVATION)**

CONSULTANT:  
**Edge**  
 Consulting Engineers, Inc.  
 624 WATER STREET  
 PRAIRIE DU SAC, WI 53578  
 608.644.1449 VOICE  
 608.644.1549 FAX  
 www.edgeconsult.com

CLIENT:  
  
**DOOR COUNTY WISCONSIN**

ENGINEER SEAL:  
**PRELIMINARY - NOT FOR CONSTRUCTION**

I HEREBY CERTIFY THAT THIS PLAN SET WAS PREPARED BY ME OR UNDER MY DIRECT SUPERVISION OTHER THAN THE EXCEPTIONS NOTED IN THE SHEET INDEX, AND THAT I AM A DULY LICENSED PROFESSIONAL ENGINEER UNDER THE LAWS OF THE STATE OF WISCONSIN.

**TOWER LOADING / ELEVATION  
 PROPOSED DOOR COUNTY  
 EMERGENCY COMMUNICATIONS TOWER  
 EPHRAIM, WISCONSIN**

SUBMITTAL:		
INT.	DATE:	DESCRIPTION:
ASE	12/22/25	REV. A
ASE	12/23/25	REV. B
ASE	03/06/26	REV. C
HDK	07/08/26	REV. D

CHECKED BY	KCB
PLOT DATE	7/10/2026
PROJECT NUMBER	46635
SET TYPE	LE1
SHEET NUMBER	<b>T-201</b>

DOCUMENT NUMBER

**EXHIBIT B**

**ACCESS & UTILITY EASEMENT**

THIS ACCESS & UTILITY EASEMENT is made this \_\_\_\_\_ day of \_\_\_\_\_, 2026, by and between the **Village of Ephraim**, a Wisconsin village ("Grantor"), and the **County of Door**, a Wisconsin body corporate ("Grantee").

**WHEREAS:**

- Grantor is the owner of certain real property located at 2683 German Road in the Village of Ephraim, Door County, Wisconsin - Door County Parcel Identification No. 1210219312831A (the "Grantor's Parcel");
- Grantee desires a non-exclusive easement for ingress, egress, and utility purposes over a 30-foot-wide strip of land on Grantor's Parcel (the "Easement Area");
- Grantor agrees to grant such easement to Grantee for the benefit of the County of Door and its agents, employees, contractors, subcontractors, tenants, guests, invitees, and other authorized individuals; other authorized individuals of Grantee shall include Vertical Bridge and their successors, assigns, agents, employees, contractors, subcontractors, tenants, guests, invitees, and other authorized individuals. (collectively "Authorized Parties")

Return to:  
Door County Corporation Counsel  
421 Nebraska Street  
Sturgeon Bay, WI 54235

Parcel Identification Number (PIN)  
**1210219312831A**

**Now, Therefore, in consideration of the mutual covenants contained herein and other good and valuable consideration, including payment by Grantee to Grantor pursuant to the terms of a separate Intergovernmental Agreement, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:**

1. Grant of Easement

Grantor hereby grants and conveys to Grantee and Authorized Parties a non-exclusive easement for ingress, egress, and the installation, maintenance, repair, replacement, and use of utilities (including but not limited to electric and fiber optic) over, under, and across the Easement Area as depicted on the Certified Survey Map attached hereto as Exhibit A and incorporated herein by reference.

2. Legal Description

[To be inserted once determined]

3. Use of Easement

Grantee and Authorized Parties shall have the right to enter upon and use the Easement Area at all reasonable times for the purposes stated herein.

4. Term

This easement shall continue for so long as a tower at the Grantor's Parcel is desired by the Grantee or 50 years, whichever period is longer.



# INTERGOVERNMENTAL AGREEMENT

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*(Between County of Door and Village of Ephraim for Public Safety Radio Tower Site)*

This INTERGOVERNMENTAL AGREEMENT (“Agreement”) is entered into pursuant to Wis. Stats. §66.0301, by and between the COUNTY OF DOOR (“County”) and the VILLAGE OF EPHRAIM (“Village”).

## **RECITALS**

A. The County’s public safety radio system handles radio communication for all 911 dispatch, law enforcement, fire, and emergency services in Door County, Wisconsin.

B. The current analog system will reach end-of-life in 2028; the County is transitioning to a digital system requiring additional tower sites to maintain and improve coverage.

C. Coverage analysis by the County’s consultant, OCG, identified the need for a tower within the Village of Ephraim.

D. OCG identified the Village-owned parcel located at 2683 German Road, Village of Ephraim, Door County, Wisconsin (Tax Identification Number 1210219312831A) (the “Village Parcel”) as an ideal location for a public safety radio tower.

E. To reduce taxpayer cost, the County has partnered with Vertical Bridge, which constructs towers and leases space on such towers to cellular and other users.

F. As part of the partnership, the County will provide, at no cost to Vertical Bridge, access to designated real estate for the purpose of constructing communication towers. In exchange, Vertical Bridge will construct and maintain said towers and will grant the County the right to install, operate, and maintain its public safety radio equipment on such towers without charge.

G. The Village grants the County and its Authorized Parties the right to use a designated portion of the Village Parcel, in exchange for the consideration described in Section 10, for the construction, operation, access to, and maintenance of a radio/communication tower, as outlined below:

## **AGREEMENT**

### **1. Definitions.**

(a) “Authorized Parties”: Vertical Bridge and their successors, assigns, agents, employees, contractors, subcontractors, tenants, guests, and other authorized individuals.

(b) “Easement Area”: A thirty foot (30’) wide non-exclusive corridor from German Road to the Premises for ingress/egress and electric, fiber, and related utilities, to be more particularly described and recorded by separate instrument (Exhibit B).

(c) “Intended Use”: Use of the Premises and Easement Area for the purpose of constructing, operating, maintaining, and accessing a radio/communication tower and related equipment and infrastructure.

(d) “Premises”: A one-hundred foot by one-hundred foot (100’ x 100’) area on the Village Parcel, final location to be mutually agreed upon from three potential locations shown on Exhibit A after completion of required studies.

## **2. Grant of Rights and Term.**

(a) Tower Compound. The Village grants the County and Authorized Parties an irrevocable license (“the License”) and exclusive rights to use the Premises for constructing, operating, repairing, replacing, expanding, and maintaining:

- One (1) freestanding radio/communication tower
- Related equipment, shelters, generators, fuel tanks
- Fencing, gates, signage, security equipment
- Utility service and other infrastructure and equipment reasonably related to the Intended Use (collectively, the “Improvements”).

The License is irrevocable and continues for the full Duration as set forth in Section 2(b). The Village and the County intend that the License, together with this Agreement and the Access & Utility Easement constitute the “license or lease” required for the exemption available to Village-owned property under Section 17.18(3)(b) of the Village of Ephraim Zoning Ordinance.

(b) Duration. The rights granted in this Agreement continue for so long as a tower at the Premises is desired by the County or **100 years**, whichever period is longer. The rights granted in this Agreement shall run with the land and bind successors and assigns.

## **3. Studies and Restoration.**

The Village grants the County and Authorized Parties the right, at their own risk, to enter upon the Village Parcel (including each of the three potential Premises locations and any proposed Easement Area) to conduct studies, investigations, inspections, analyses, tests, and evaluations (“Studies”) to determine suitability and lawful use for the Intended Use. The County and/or Authorized Parties will promptly repair and restore damage caused by the Studies to substantially the same condition that existed immediately prior to entry, ordinary wear excepted.

## **4. Conditions.**

The Parties’ obligations under this Agreement are conditioned upon the following:

(a) The Door County Board of Supervisors’ approval of the Agreement by adoption of a resolution.

(b) Regulatory & Zoning Approvals:

(i) Zoning/Conditional Use Approval: Confirmation that all necessary local zoning, conditional use permits, and land use approvals for the Intended Use are obtained.

(ii) FAA/FCC Approval: If applicable, receipt of a “no hazard” determination from the Federal Aviation Administration (FAA) and confirmation of compliance with Federal Communications Commission (FCC) regulations.

(iii) Environmental and Cultural Clearances: Satisfactory completion of all required environmental and cultural resource reviews, including but not limited to those required under the National Environmental Policy Act (NEPA) and State Historic Preservation

Office (SHPO), addressing wetlands, endangered species, and historic preservation concerns.

(c) Engineering & Site Suitability

(i) Access and Utilities: Verification that the County can obtain all necessary easements or rights-of-way for ingress, egress, and extension of utilities, including electrical power and fiber optic communications.

(ii) Structural/Topographical Review: Confirmation that the Premises is physically suitable for the Intended Use, including adequate space for the tower footprint, equipment compound, and required fall zone.

If, prior to construction of the radio/communication tower, the County determines, in its sole discretion, that any of the above-contingencies cannot be satisfied or that the Premises and/or Easement Area are not suitable for the Intended Use, the County may terminate this Agreement by delivering written notice to the Village. Upon such termination, this Agreement shall be deemed null and void, the County shall have no obligations hereunder other than those listed in paragraphs 9 and 13, and the Village shall return any and all consideration paid by the County.

**5. Access and Utility Easement.**

For so long as this Agreement continues, the Village grants the County and Authorized Parties a non-exclusive 30-foot-wide easement for ingress, egress, and utilities for the consideration described in Section 10 (the “Access & Utility Easement”), in a form substantially similar to that attached as Exhibit B.

**6. Use and Access.**

The County and Authorized Parties may use the Premises and Easement Area for the Intended Use without limitation or exception. The Village grants the County and Authorized Parties 24/7 access to the Premises and Easement Area for construction, operation, maintenance, repair, and emergency response.

**7. Ownership and Colocation.**

(a) Ownership. The Village retains fee title to the Village Parcel. The County and Authorized Parties own their respective Improvements and may remove or replace them at any time.

(b) Colocation. Vertical Bridge may sublease/lease/take licenses for colocation of carriers and other users on the tower and within the Premises as it deems appropriate; no fees, rent, or revenue share are due to the Village in connection with colocation or operation of the tower and Improvements.

**8. Village Reserved Rights; Non-Interference.**

Other than the Premises, the Village may use the Village Property in any lawful manner that does not unreasonably interfere with the Intended Use or the rights granted herein. The Premises is for the exclusive use of the County and Authorized Parties. The Village will not erect or permit structures, vegetation, or uses within the Village Property that obstruct access to the Premises, impair the Intended Use, or interfere with any radio/communication signal.

## **9. Termination and Removal.**

Upon termination or discontinuation of use, the tower and above-ground Improvements will be removed within a one year and the Premises will be restored to a neat, graded condition. The County shall remain responsible to the Village for such removal and restoration at the County's sole cost, regardless of any agreement between the County and any third party, any assignment, or any change in ownership of the tower or Improvements, or whether the County continues to use the tower for public safety purposes.

## **10. Recording.**

The parties will execute and record a Memorandum of this Agreement and the Access and Utility Easement with the Door County Register of Deeds.

## **11. Consideration.**

As consideration for the Village's grants under this Agreement, the County shall pay the Village Twenty-Nine Thousand Dollars (\$29,000) upon full execution of this Agreement and recording of the Access & Utility Easement.

## **12. Waiver of Zoning Standards.**

The Village Parcel is owned by the Village. Under the Village of Ephraim Zoning Code, antennas or towers located on property owned, leased, or otherwise controlled by the Village are exempt from the requirements of Section 17.18 of the Zoning Code provided a license or lease addressing the intent and purposes of that code have been approved by the Plan Commission and Village Board. The License granted in Section 2(a), together with this Agreement and the Access & Utility Easement, constitute such a license. The Village hereby approves the License, finds that the goals of the code and the requirements of federal law are served by the arrangement described in this Agreement and the Access & Utility Easement and hereby waives all requirements of the Zoning code that are inconsistent with the arrangement embodied by this Agreement and the Access & Utility Easement. This waiver does not waive any other ordinance or any future amendment except to the extent necessary to give effect to this Agreement.

## **13. Insurance and Indemnification.**

(a) Indemnification. The County shall defend, indemnify, and hold harmless the Village and its officers, officials, employees, agents, and insurers from and against all actions, claims, costs, damages, demands, expenses, judgments, liabilities, losses, and suits resulting from the negligence or fault of the County or its Authorized Parties arising out of, resulting from, or in any manner connected with the performance or nonperformance of this Agreement; provided that this paragraph shall not apply to the extent caused by the Village. This paragraph shall survive termination of this Agreement.

(b) Insurance. The County shall, at all times during the term of this Agreement, keep in force insurance issued by a company authorized to do business in Wisconsin, including Comprehensive General Liability coverage of not less than Two Million Dollars (\$2,000,000) combined single limit per occurrence and Five Million Dollars (\$5,000,000) aggregate, written on an occurrence basis. The County shall cause the Village to be named as an additional insured on the Comprehensive General Liability policy and shall furnish the Village a certificate of insurance evidencing the required coverage and the Village's additional-insured status.

**14. Maintenance.**

The County shall be responsible for ensuring that the radio/communication tower and the access road located on the Village Parcel are maintained in a reasonable state of repair for the duration of this Agreement.

**15. As-Is; No Warranties.**

The Village makes no representations or warranties of any kind regarding the condition of the Village Parcel, the Premises, or the Easement Area, or their suitability for the Intended Use. The County and Authorized Parties accept the Premises and Easement Area in their “as is, where is” condition, are solely responsible for determining their suitability for the Intended Use, and enter and use them at their own risk.

**16. General Provisions.**

This Agreement represents the entire agreement, and may only be amended in writing signed by both parties. Electronic signatures and counterparts are permitted.

The Parties have executed this Intergovernmental Agreement as of the dates set forth below.

County of Door

By: \_\_\_\_\_  
Name:  
Title:  
Date:

Village of Ephraim

By: \_\_\_\_\_  
Name:  
Title:  
Date:

July 8, 2026

Dear Ephraim Village Board of Trustees,

The Village Board has now held three meetings regarding the future of the Administration Building. While it has been communicated that staff support Option 2, neither the Board nor the community has heard directly from the employees who work in the building every day. Following the most recent Board meeting, staff felt it was important to share our perspective on the project, our operational needs, and why we believe Option 2 represents the best long-term investment for the Village.

Our support for Option 2 is based on three primary considerations: Providing a safe and stable working environment for staff and the public, creating an efficient and accessible hub for Village operations, and investing taxpayer dollars in a lasting solution rather than a temporary fix.

Before discussing these needs, it is important to address a common misconception regarding the Administration Building. The building was constructed in 1947 and is not listed on either the National Register of Historic Places or the State Register of Historic Places. That said, staff recognizes and respects the important place the building holds in the memories of many residents. For some, it served as the one-room schoolhouse of Ephraim Village School District No. 2. Others remember it as the home of Peninsula Preschool, attended by their children or grandchildren. These connections are meaningful and deserve acknowledgment.

Throughout the Capital Projects Ad Hoc Committee discussions, Chuck Pearson consistently emphasized the importance of investing in facilities where Village work is performed. As he noted, "We ought to spend money where people work. That is where we will get the most payback." Guided by this principle, the Capital Projects Ad Hoc Committee (Ken Nelson, Chair; Matt Meacham; Chuck Pearson; Maggie Peterman; and Fred Bridenhagen) established several key objectives for evaluating capital projects:

1. Focus on facilities with a projected lifespan of 30 to 50 years.
2. Prioritize locations where Village services and work are performed.
3. Maximize the value of taxpayer dollars through efficient design and operation.
4. Avoid short-term patches in favor of durable, long-term solutions.
5. Maintain the character and ambiance of Ephraim while modernizing facilities.
6. Use design dollars effectively and responsibly.

7. Seek the most responsible balance between investment and long-term community benefit.

From the staff's perspective, these principles strongly support Option 2.

The current Administration Building has experienced significant water intrusion and deferred maintenance over many years. Additionally, the building tested positive for asbestos. The resulting deterioration is visible both inside and outside the facility. These conditions have created environmental concerns that affect the health, safety, and comfort of employees and visitors. This March, during the blizzard Elsa, we watched the ceiling of the central room bow and crack. In 2019, the ceiling in one of the offices cracked, and water poured onto the employee's desk. In July of 2021, during a heavy rainstorm, we experienced water pouring out of the ceiling in the copy room. Ice damming and water intrusion have been an almost annual event. Administrative staff spend more time in this building than any other Village employees spend in a single workspace, making the condition of the facility particularly important.

Beyond the physical condition of the building, the current layout no longer adequately serves the needs of Village operations or the public. Residents frequently struggle with accessibility challenges, particularly when navigating stairs or using the elevator. During elections and public meetings, these limitations become even more apparent.

In considering alternatives, staff believes consolidating Village administrative functions into a modern, accessible facility would provide several important benefits:

- **Improved accessibility:** A single, modern facility would better accommodate residents and visitors who use walkers, canes, wheelchairs, or other mobility aids. Current conditions, including access to the Village Hall stage and meeting spaces, present challenges and do not fully meet modern accessibility expectations.
- **Enhanced public participation:** Technical limitations in the Village Hall can make it difficult for audience members to hear proceedings, reducing engagement and transparency during meetings. Physical modification of the stage and making it a permanent setup for the Village Board and committees would alter the purpose and availability for community use and would not necessarily solve the present acoustic issues. During the summer months, acoustics can be compounded by the noise from the rear bathrooms when the hand dryers often drown out the meeting underway. Further, significant permanent changes would not enhance the historic aesthetic of the Village Hall ( which is listed on the National/State Historic Register of Historic Places).

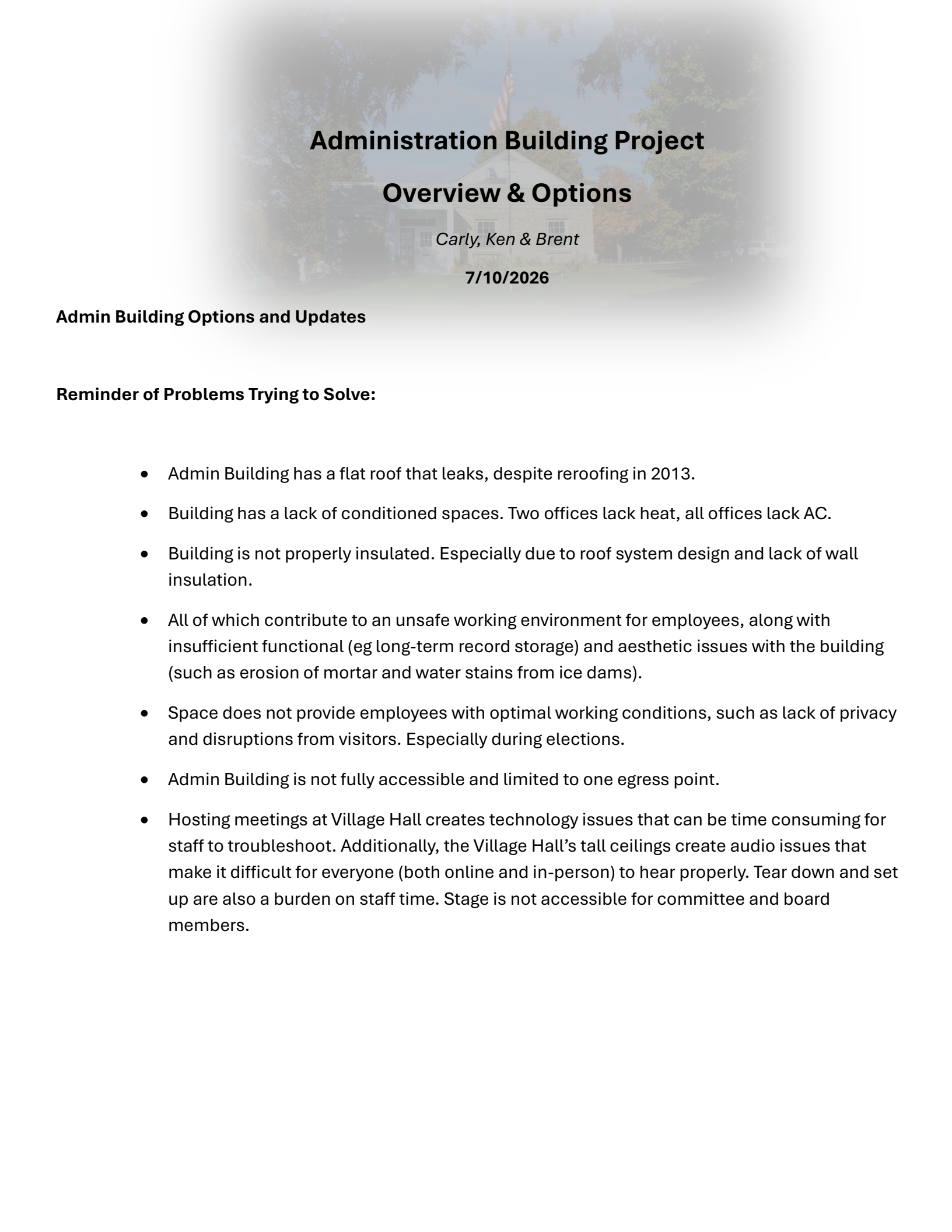
- **Safer elections and public events:** The current facilities present challenges related to parking, staffing, accessibility, and emergency egress. A facility designed to accommodate elections and large public gatherings would better serve residents while improving safety.
- **Greater operational efficiency:** Housing staff and public services in a centralized location would improve day-to-day workflow, communication, and customer service. It would also reduce the need to divide staff between multiple locations during meetings and public events.
- **Improved safety and code compliance:** The lack of adequate egress routes in some areas raises concerns during elections and high-attendance events. A modern facility can be designed to meet current safety standards and provide a more secure environment for staff and the public.

Ultimately, staff believe this decision is about more than a building. It is about creating a facility that supports the delivery of Village services for decades to come. Option 2 aligns with the guiding principles established by the Capital Projects Ad Hoc Committee by providing a long-term, efficient, and responsible solution that serves residents, visitors, staff, and future generations.

We respectfully ask the Village Board and community to consider the operational realities, accessibility needs, health and safety concerns, and long-term financial implications of this decision. From the staff perspective, Option 2 represents the most responsible investment in the future of the Village.

Thank you for your time and consideration.

Village of Ephraim Administrative Staff

The background of the slide features a faded image of a two-story building with a gabled roof and a central entrance. An American flag is flying on a tall pole in front of the building. The scene is set outdoors with trees and a clear sky.

# Administration Building Project

## Overview & Options

*Carly, Ken & Brent*

**7/10/2026**

### **Admin Building Options and Updates**

#### **Reminder of Problems Trying to Solve:**

- Admin Building has a flat roof that leaks, despite reroofing in 2013.
- Building has a lack of conditioned spaces. Two offices lack heat, all offices lack AC.
- Building is not properly insulated. Especially due to roof system design and lack of wall insulation.
- All of which contribute to an unsafe working environment for employees, along with insufficient functional (eg long-term record storage) and aesthetic issues with the building (such as erosion of mortar and water stains from ice dams).
- Space does not provide employees with optimal working conditions, such as lack of privacy and disruptions from visitors. Especially during elections.
- Admin Building is not fully accessible and limited to one egress point.
- Hosting meetings at Village Hall creates technology issues that can be time consuming for staff to troubleshoot. Additionally, the Village Hall's tall ceilings create audio issues that make it difficult for everyone (both online and in-person) to hear properly. Tear down and set up are also a burden on staff time. Stage is not accessible for committee and board members.

**Option 0, (*Deferred Maintenance*), Estimated Cost: \$600,000 with \$50,000 Contingency**

**Total Square Feet: Existing 2,172**

Pro:

- Addresses the deferred maintenance issues within the current building.
- HVAC added to the two rear offices and basement (making space available for storage).
- Board members agree that the building must remain standing.

Con:

- No alterations within the office building.
- No relocation of meetings.
- Not intended as a long-term solution.

**Option 1, (*Small Interior Remodel, no addition*) Estimated Cost: \$1,500,000 with \$100,000 Contingency, including \$200,000 for Village Hall work**

**Total Square Feet: Existing 2,172**

***\*Note: Includes cost of additional work at Village Hall, details outlined below.***

Pro:

- Options for minor reconfiguring of office layout within the existing building envelope.
- Can possibly move smaller committee meetings back to Admin.
- Conditioned basement allows for additional storage.
- Some modernization of facility to better support current and future needs.
- Better accessibility with exterior ramp.
- HVAC added to the two existing rear offices.

Con:

- Still requires the use of Village Hall for at least HPC/Plan and Village Board Mtgs.
- Hosting smaller committee meetings reserves/occupies 1/3 of office space of the entire building for approximately 5 meetings a month.
- Meetings held in office are still disruptive to office operations as the flow has not been sufficiently improved.
- Admin AV system while new would likely still have to be broken down from time to time and cannot likely be hard wired. This increases the likelihood of failure, disruption and maintenance.
- External Ramp with no protection from weather
- Still not a long-term solution.

**Work Required to Village Hall for Long Term Accommodation of Village Meetings:**

**Cost estimate: \$200,000**

We met with the architect from Keller to determine the long-term modifications needed to the VH to hold all meetings there. Assumed the largest meeting would be PC requiring 9 seats (7 members + Admin + Minute-taker).

Design would include:

- An open “U” shape for stage. All seats and electronic devices would be permanent.
- The stage would be extended outward by at least 10 feet. Currently the width of the stage will not accommodate 9 seats, but a “U” shape with more depth will work.
- The stage is currently inaccessible, so a ramp would be built on left side. Current configuration on right side would remain for access to elevator.
- Moving the stage out and building a ramp would require modifications to walls on either side of the current stage.

Challenges with meetings at VH, even with proposed updates:

- Given the cavernous design of the VH and the hard walls and floor, it will still be challenging for both in person and on-line attendees to hear. People who speak from the floor without going up to the microphone at the lectern will still not be heard on-line.
- The aesthetics of this work in the historic building will be challenging.
- The VH is not now readily accessible. The elevator is in the rear with no dedicated parking nearby. A ramp in the front of the VH may be considered.
- The current stage would have a folding panel in front of it to secure all the equipment. Stage would no longer be available for other Village events.
- Remaining floor area for events is smaller with the larger stage.

**Option 2, (Small Addition), Estimated Cost: \$1,800,000 with \$100,000 Contingency**

**Total Square Footage: 2,990**

Pro:

- All regular village meetings can move back to Admin Building.
- Board/Committee member table and AV systems can be permanent/hard wired.
- Conditioned basement allows for additional storage and future reconfiguration.
- Small addition allows for a more significant reconfiguring of the office/meeting room layout for more separation and better flow.
- Offices can all be new construction designed based on needs with new HVAC equipment and openable windows.
- Modernizes facility to better support current and future needs.
- Better accessibility with interior ramp, which is also easier to maintain.
- Addition only impacts the portion of the building that was previously added onto.
- Staff supports this option as most viable.

Con:

- Looking at the long term, this plan likely limits office staffing to 3 full-time employees. Current staff does not see the need for a 4<sup>th</sup> full-time staff member on the horizon. Space can be found for part-time employee or interns if need be.

### **Option 3: (*Large Addition*), Removed as Viable Option**

### **Option 4, (*New Building*), Estimated Cost**

#### **Total Square Footage:**

**Note: Includes cost of deferred maintenance of current building. (Estimated to be \$300,000 in this scenario)**

Pro:

- Ground up purpose built new construction that will be a long-term solution without the need to work within a portion of the existing building.
- Eliminates disruption of day-to-day operations during construction.

Con:

- Plan results in relocating the facility to NW end of existing property. Depending on use of existing building, will likely generate more traffic to site overall.
- New building would require parking lot, utilities, and stormwater retention (e.g. rain garden).
- Still requires the costs of deferred maintenance in Option 0 (could be approximately \$300,000 for minimal work) along with ongoing costs of annual maintenance and utilities.
- Several community members/neighbors have expressed their opposition of a new building and supported updating the current building.



**Keller**  
PLANNERS | ARCHITECTS | BUILDERS

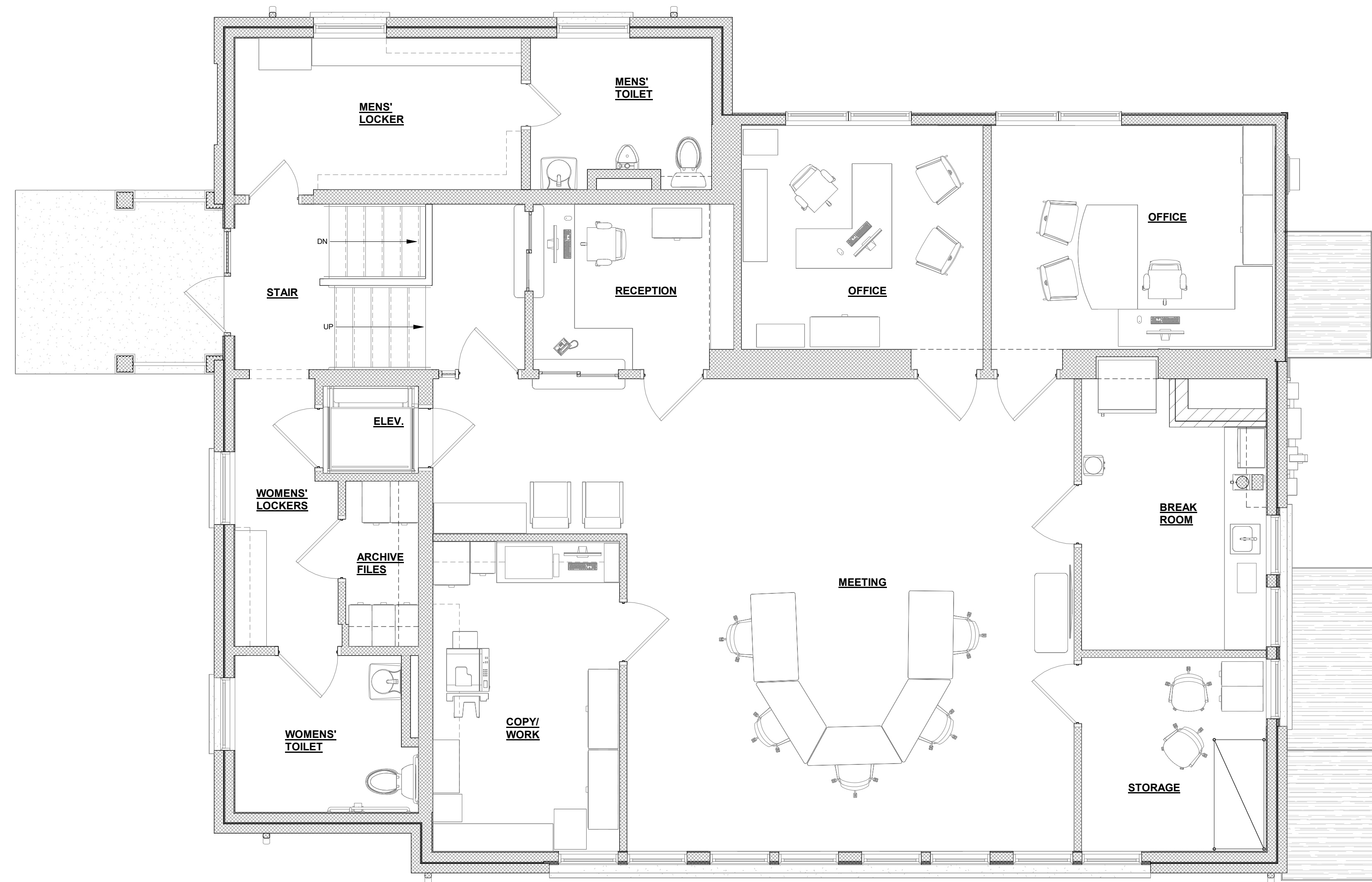
FOX CITIES  
N216 State Road 55  
P.O. Box 620  
Kaukauna, WI 54130  
PHONE (920) 766-2795 /  
1-800-236-2534  
FAX (920) 766-5004

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Coldendale Rd  
Germantown, WI 53022  
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1-800-236-2534  
FAX (262) 250-9740

MADISON  
711 Loka Dr.  
Sun Prairie, WI 53590  
PHONE (608) 318-2336  
FAX (608) 318-2337

WAUSAU  
5605 Libac Ave  
Wausau, WI 54401  
PHONE (715) 849-3141  
FAX (715) 849-3181

www.kellerbuilds.com



NORTH  
 **FIRST FLOOR PLAN**  
1/4" = 1'-0" 2,172 SF

WALL KEY	
	NEW WALL/FURRING
	NEW MASONRY/ VENEER WALL
	NEW COOLER/ FREEZER WALLS
	NEW FOUNDATION WALL
	NEW IMP WALL
	NEW PRECAST WALL
	EXISTING MASONRY WALL
	TYPICAL EXISTING WALL
	DEMO MASONRY WALL
	DEMO WALLS
	FIRE WALL OR FIRE BARRIER

PROPOSED FOR:  
**VILLAGE OF EPHRAIM**  
10005 NORWAY ST N  
EPHRAIM,  
WISCONSIN 54211

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REVISIONS	
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3	
4	
5	
6	

PROJECT MANAGER:  
D. FLANIGAN

DESIGNER:  
G. STRAUB

INTERIOR DESIGNER:  
-----

DRAWN BY:  
ACM

EXPEDITOR:  
-----

SUPERVISOR:  
-----

PRELIMINARY NO:  
P25244

CONTRACT NO:  
-----

DATE:  
05.08.2026

SHEET:  
**EX1.0**

OPTION 0

**PRELIMINARY - NOT FOR CONSTRUCTION**





**Keller**

PLANNERS | ARCHITECTS | BUILDERS

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REVISIONS

1	
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4	
5	
6	

PROJECT MANAGER:  
D. FLANIGAN

DESIGNER:  
G. STRAUB

INTERIOR DESIGNER:  
-----

DRAWN BY:  
ACM

EXPEDITOR:  
-----

SUPERVISOR:  
-----

PRELIMINARY NO:  
P25244

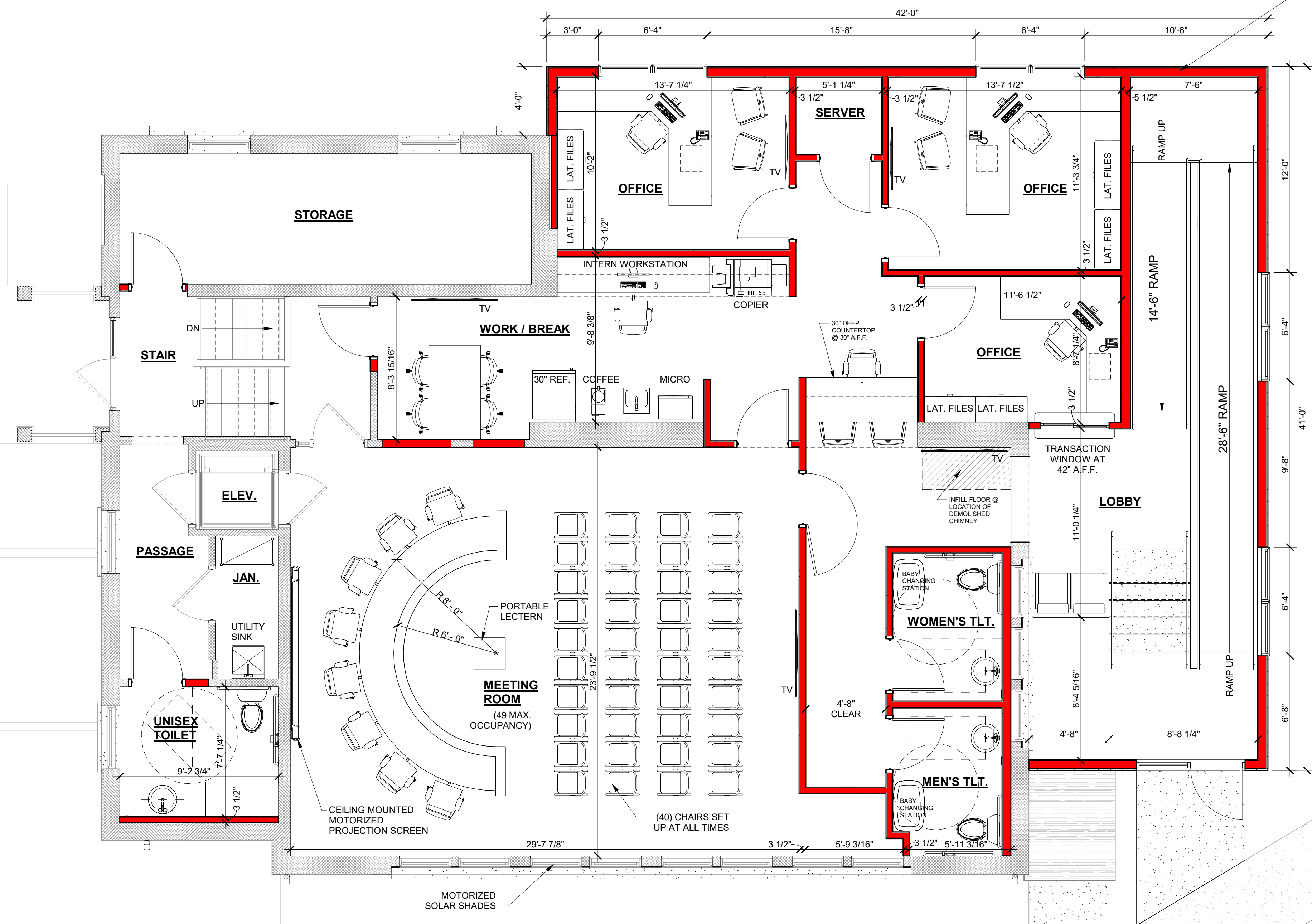
CONTRACT NO:  
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DATE:  
05.08.2026

SHEET:  
**A1.0**

OPTION 2

818 SF ADDITION



**WALL KEY**

	NEW WALL/FURRING
	NEW MASONRY/ VENEER WALL
	NEW COOLER/ FREEZER WALLS
	NEW FOUNDATION WALL
	NEW IMP WALL
	NEW PRECAST WALL
	EXISTING MASONRY WALL
	TYPICAL EXISTING WALL
	DEMO MASONRY WALL
	DEMO WALLS
	FIRE WALL OR FIRE BARRIER

NORTH  
  
**FIRST FLOOR PLAN**  
1/4" = 1'-0"

PRELIMINARY - NOT FOR CONSTRUCTION



**Keller**  
PLANNERS | ARCHITECTS | BUILDERS

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PROPOSED FOR:  
**VILLAGE OF EPHRAIM**  
10005 NORWAY ST N  
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**REVISIONS**

1	03.10.2026	ACM
2		
3		
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5		
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**PROJECT MANAGER:**  
D. FLANIGAN

**DESIGNER:**  
G. STRAUB

**INTERIOR DESIGNER:**  
-----

**DRAWN BY:**  
ACM

**EXPEDITOR:**  
-----

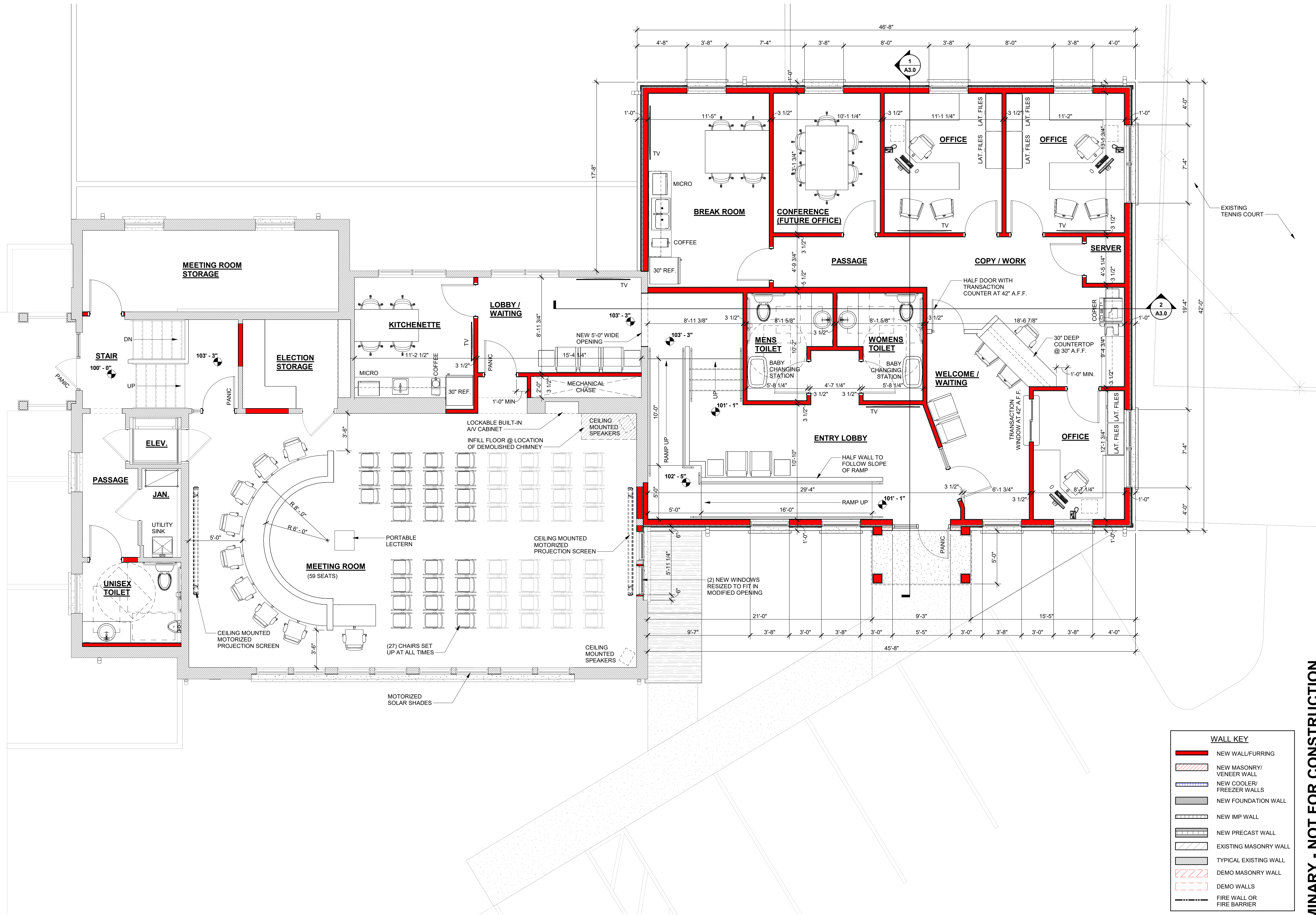
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**PRELIMINARY NO:**  
P25244

**CONTRACT NO:**  
-----

**DATE:**  
02.18.2026

**SHEET:**  
**A1.0**  
OPTION 3



**WALL KEY**

	NEW WALL/FURRING
	NEW MASONRY/ VENEER WALL
	NEW COOLER/ FREEZER WALLS
	NEW FOUNDATION WALL
	NEW IMP WALL
	NEW PRECAST WALL
	EXISTING MASONRY WALL
	TYPICAL EXISTING WALL
	DEMO MASONRY WALL
	DEMO WALLS
	FIRE WALL OR FIRE BARRIER

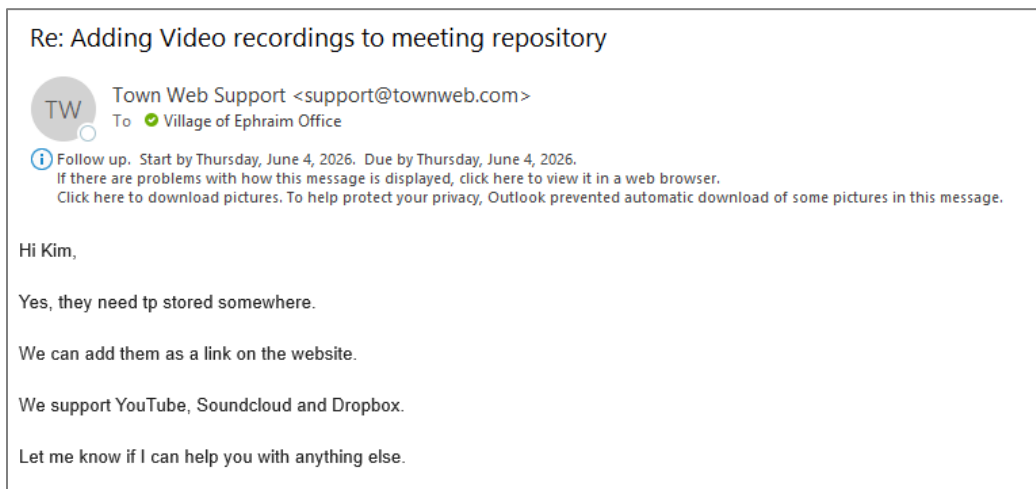
**NORTH**

**FIRST FLOOR PLAN**  
1/4" = 1'-0"

**PRELIMINARY - NOT FOR CONSTRUCTION**

## REQUEST FOR MEETING VIDEOS BE ADDED TO THE WEBSITE:

The Village website is hosted by Town Web. Due to the volume of meetings, Town Web does not store meeting videos on its site. We would have to use supported applications to store the meeting videos and generate links to add to the meeting repository on the Village website.



### YouTube:

The Village would need to create a channel on YouTube. Staff would then upload each meeting video to the channel. The Village does have a Google account for the staff calendar, so setting up a channel would be relatively easy – the handle for the YouTube account would be @VillageofEphraim.

Once the channel is established, the meeting videos are added to the channel. Staff can then copy the meeting link from YouTube and add it to the Village's meeting repository for the specific meeting.

Home Events Pages Meeting Repository News/Notices Departments Faqs Media Libr

Edit meeting repository Edit Meeting Agenda Meeting Transcript Meeting Minutes Created at 2026-06-03 13:08 Updated at 2026-06-11 13:30 Village E

Meeting name: Village Board Date: Jun 09, 2026 Category: Village Board

Documents: Agenda: 26-6-9-board-ag, Agenda packet: 26-6-9-updated-, Meeting minutes: Upload document

Additional Documents: Additional File: Upload document, Additional URL, Additional Public Name

External Websites: Youtube URL, SoundCloud / Dropbox URL

Notes: Describe your meeting

Add to Calendar Save Next Cancel

**Cost:** Research shows that YouTube is free, that there is no limit on the number of videos, and that videos are stored indefinitely.

As a test, we have created the YouTube channel and posted five (5) videos so the Board can view how the process would work. Two (2) videos have been posted on the PFU page of the website for the meeting dates June 3 and May 5, 2026. A link to the PFU meeting page is below for viewing the

video recordings for each meeting. Due to a request from a resident, additional meetings have been added: April 14, 2026 - Village Board, May 12, 2026 - Village Board, and June 23, 2026 - Plan Committee.


























[Meetings | Village of Ephraim](#) (PFU)

[Meetings | Village of Ephraim](#) (Plan Committee)

[Meetings | Village of Ephraim](#) (Village Board)

Link to YouTube Channel: [Village of Ephraim - YouTube](#)

## Village Board

Meeting Date	Agenda	Agenda Packet	Meeting Minutes	Video	Additional Documents	Notes
Jun 22, 2026	 <a href="#">Agenda</a>					
Jun 22, 2026						Village Board Quorum Notice: North End Path Celebration
Jun 18, 2026	 <a href="#">Agenda</a>					Closed Session - 10005 Norway Street
Jun 9, 2026	 <a href="#">Agenda</a>	 <a href="#">Packet</a>	 <a href="#">Minutes</a>			
May 18, 2026	 <a href="#">Agenda</a>		 <a href="#">Minutes</a>			Closed Session
May 12, 2026	 <a href="#">Agenda</a>	 <a href="#">Packet</a>	 <a href="#">Minutes</a>	 <a href="#">Video</a>		
Apr 14, 2026	 <a href="#">Agenda</a>	 <a href="#">Packet</a>	 <a href="#">Minutes</a>	 <a href="#">Video</a>		
Mar 10, 2026	 <a href="#">Agenda</a>	 <a href="#">Packet</a>	 <a href="#">Minutes</a>			
Feb 10, 2026	 <a href="#">Agenda</a>	 <a href="#">Packet</a>	 <a href="#">Minutes</a>			
Jan 20, 2026	 <a href="#">Agenda</a>	 <a href="#">Packet</a>	 <a href="#">Minutes</a>			

[View more](#)

## Dropbox:

Dropbox is essentially a cloud-based storage solution. It allows for easy sharing by generating a link to add to the meeting repository. In order to share the video on the Village website, the format, resolution, and file size all matter.

All the recordings for GoToMeeting are stored as MP4, which is compatible with Dropbox. Dropbox's file size limit is 2 TB for both streaming and general storage purposes on all paid plans. As an example, the last Village Board meeting was 447,560 KB. For as long as we want meeting videos available on the Village website, we will have to continue storing them in Dropbox to keep the links active. This creates an unknown need for storage and cost for Dropbox, especially if we are hosting every recorded meeting for the Village Board and Village Committees.

## Cost:

For professionals	For teams	For companies	For large organizations
<b>Professional</b> \$16.58 / month Try for free → or upgrade now →	<b>Standard</b> \$15 / user / month Try for free → or upgrade now →	<b>Advanced</b> \$24 / user / month Try for free → or upgrade now →	<b>Enterprise</b> Contact sales for pricing Contact us →
<ul style="list-style-type: none"> <li>For 1 person</li> <li>3 TB of storage</li> <li>Stay connected across all devices</li> <li>180 days to restore deleted files</li> <li>Transfer files up to 100 GB</li> <li>Edit PDFs and get signatures</li> <li>Brand your files to share</li> <li>Password protect files</li> </ul>	<ul style="list-style-type: none"> <li>For 2 people or more</li> <li>5 TB of storage for the team</li> <li>Stay connected across all devices</li> <li>180 days to restore deleted files</li> <li>Transfer files up to 100 GB</li> <li>Edit PDFs and get signatures</li> <li>Brand your files to share</li> <li>Password protect files</li> <li>Get team folders for organization</li> <li>Manage team sharing</li> </ul>	<ul style="list-style-type: none"> <li>For 3 people or more</li> <li>Starts at 15 TB for the team</li> <li>Stay connected across all devices</li> <li>1 year to restore deleted files</li> <li>Transfer files up to 100 GB</li> <li>Edit PDFs and get signatures</li> <li>Brand your files to share</li> <li>Password protect files</li> <li>Get team folders for organization</li> <li>Manage team sharing</li> </ul>	<ul style="list-style-type: none"> <li>Customize number of users</li> <li>Customize storage</li> <li>Transfer up to 250 GB</li> <li>Enterprise-grade security</li> <li>Integrations with best in-class security solutions</li> <li>Live support from dedicated experts</li> </ul>

**SoundCloud** was intentionally left off the comparison as it appears to be more focused on listening and for artists to add their new music.

Artist	Artist Pro
Tailored access to essential artist tools \$3.25 / month, billed yearly for \$32	Unlimited access to all artist tools \$9.25 / month, billed yearly for \$92
Get started	Get started
<ul style="list-style-type: none"> <li>3 hours of uploads</li> <li>Boost tracks and get 100+ listeners</li> <li>Distribute &amp; monetize tracks</li> <li>Replace tracks without losing stats</li> <li>AI Mastering</li> </ul>	<ul style="list-style-type: none"> <li>Unlimited uploads</li> <li>Boost tracks and get 100+ listeners</li> <li>Distribute &amp; monetize tracks</li> <li>Replace tracks without losing stats</li> <li>AI Mastering</li> <li>Audience stats and insights</li> <li>Community management tools</li> </ul>

# North Path Tree Proposal

Tom Wolfe  
Wolfe Horticulture LLC

- Starting at the east end the Old Sled Dog property 130 ft
  - 5 Crabapples
    - 3 Royal Raindrops, blooms deep red - 7 ft multi stemmed persistent red fruit all winter 15 ft height, 12 ft spread
    - 2 Adirondack Crabapples, blooms white -2 in dia. persistent orange fruit 15-20 ft height, 20 ft spread
  
- Front of Green Gables and Universal Unitarians 230 ft
  - 11 Catalpa Trees 25 gal White Flower Yellow Autumn Color 40-50 ft height, 20 ft spread
  
- Front of 106-9 lodge/resale shop 100 ft.
  - 3 Sienna Glenn Maple 2 in dia., 40 ft height, 25 ft spread
  
- Front of George Burr Gallery 100 ft
  - 3 Crabapples
    - 2 Royal Raindrops, blooms deep red - 7 ft multi stemmed persistent red fruit all winter 15 ft height, 12 ft spread
    - 1 Adirondack Crabapples, blooms white -2 in dia. persistent orange fruit 15-20 ft height, 20 ft spread

**Delivery Planted Staked Mulched \$14,000.00**

## **Village of Ephraim Position on Ephraim/Gibraltar Airport Master Plan**

The Village of Ephraim supports the Airport as it is currently configured. We do not support a physical expansion of its boundaries or the accommodation of larger aircraft beyond the current mix of aircraft.

At our Village Board meeting on May 12, Jeff Drajesk, Chairman of the Airport Commission, presented various options. The Village Board then supported the following:

- Runway 14-32 Rebuild: Option D, including a 300' extension to increase the runway length to 3000'
- Runway 1-19 Options: turn the turf runway approximately 10 degrees giving the Airport complete control over runway protection zones. Runway will remain turf.
- Hangar Development Options: Alternate A1
- Future Hangar Expansion: Building Area Alternate D (on existing Airport property)

At the Public Open House on July 9, 2026, the possibility of obtaining the parcel of property in Ephraim immediately to the north of the existing hangars for future hangar development was discussed. Drajesk emphasized this would only be done if the owner was willing to sell.

The Village's position is we do not support any additional property expansion of the Airport for hangar development. There is adequate existing property for extensive new hangar development. We request that this Building Area Alternative B is removed the the Master Plan.

## 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 Lauren Lopez (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 D-5 (40 wide x 50 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 \$ 1,300.00 payable by March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.
- 5. Personal Guaranty.** Lessee, by its lease signor, 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. Impact Fee.** Owners of new hangars being constructed may be required to pay a one-time impact fee to cover the Airport's costs associated with infrastructure improvements serving the hangar development area, including but not limited to apron, taxiway, pavement, electrical, drainage, stormwater, utility, and related site improvements for the hangar area. The amount and services included for such impact fee shall be communicated to the hangar owner prior to execution of the Lease and shall be due upon execution of the Lease.

**25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

**26. 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 and

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:

Lauren S. Lopez  
15005 Marilyn Drive  
Elm Grove WI 53122

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 \_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR:**

**LESSEE:**

Town of Gibraltar

By:   
Steven Sohns, Chairman

  
Lauren Lopez

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

## EXHIBIT A

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of \_\_\_\_\_, 2026 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Lauren Lopez ("Guarantor").

#### BACKGROUND

A. Lauren Lopez ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site D-5 (40 ' wide x 50 ' 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 Guarantor 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

(a) If to Lessor:

Town of Gibraltar  
PO Box 850  
Fish Creek, WI 54212 and

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:

  
\_\_\_\_\_  
Lauren Lopez

LESSOR:

Town of Gibraltar

  
\_\_\_\_\_  
\*Steve Sohns, Chair

Village of Ephraim

\_\_\_\_\_  
\*Ken Nelson, President

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

(b) If to the Lessee:

Lauren S. Lopez  
15005 Marilyn Drive  
Elm Grove WI 53122

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. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. **Authority.** 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

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. Other uses in addition to aircraft storage are allowed as listed in Section 4 below or as approved by the Airport Commission.

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- 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.
    - ii. 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
    - i. 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.

4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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.

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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
  - iii. 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.

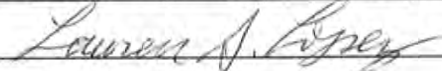
**For Hangar Lessee:**

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

Name: Lauren Lopez

Hangar Number: D-5

Address: 15005 Marilyn Drive Elm Grove WI 53122

Signature: 

Date: 6-18-2026

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

## 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 Jeff Drajesk (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-8 (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 by-March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.
5. **Personal Guaranty.** Lessee, by its lease signor, 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. Impact Fee.** Owners of new hangars being constructed may be required to pay a one-time impact fee to cover the Airport's costs associated with infrastructure improvements serving the hangar development area, including but not limited to apron, taxiway, pavement, electrical, drainage, stormwater, utility, and related site improvements for the hangar area. The amount and services included for such impact fee shall be communicated to the hangar owner prior to execution of the Lease and shall be due upon execution of the Lease.

**25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

**26. 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 and

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:

Jeffrey F. Drajesk  
9624 Co Rd 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 addressee upon presentation.

IN WITNESS WHEREOF, the parties hereunto set their hands and seals this \_\_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR:**

**LESSEE:**

Town of Gibraltar

By: Steven Sohns  
Steven Sohns, Chairman

Jeff Drajesk  
Jeff Drajesk

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

## EXHIBIT A

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of \_\_\_\_\_, 2026 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Jeff Drajesk ("Guarantor").

### BACKGROUND

A. Jeff Drajesk ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site A-8 (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 Guarantor 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

(a) If to Lessor:

Town of Gibraltar  
PO Box 850  
Fish Creek, WI 54212 and

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:

  
\_\_\_\_\_  
Jeff Drajesk

LESSOR:

Town of Gibraltar

  
\_\_\_\_\_  
\*Steve Sohns, Chair

Village of Ephraim

\_\_\_\_\_  
\*Ken Nelson, President

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

(b) If to the Lessee:

Jeffrey F. Drageski  
9624 Co Rd 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 addressee upon presentation.

7. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. **Authority.** 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

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. 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.
    - ii. 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
    - i. 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.

#### 4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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.

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
  - iii. 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.

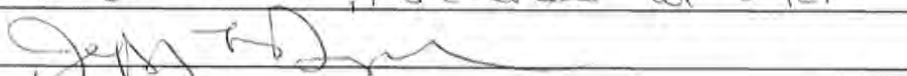
**For Hangar Lessee:**

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

Name: Jeff Drajesk

Hangar Number: A-8

Address: 9624 Co Rd A, Red Creek WI 54217

Signature: 

Date: 6/18/26

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

## 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 Steven Grasley (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 C7 (60' wide x 50' 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 TBD on construction ("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 \$ 1,950.00 payable by March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.
- 5. Personal Guaranty.** Lessee, by its lease signor, 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. Impact Fee.** Owners of new hangars being constructed may be required to pay a one-time impact fee to cover the Airport's costs associated with infrastructure improvements serving the hangar development area, including but not limited to apron, taxiway, pavement, electrical, drainage, stormwater, utility, and related site improvements for the hangar area. The amount and services included for such impact fee shall be communicated to the hangar owner prior to execution of the Lease and shall be due upon execution of the Lease.

**25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

**26. 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 and

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:


Steven Grasley  
411 Walnut St, #17086  
Green Cove Springs, FL 32043

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 9 day of June, 2026.

**LESSOR:**

Town of Gibraltar

By:   
Steven Sohns, Chairman

**LESSEE:**

  
Steven Grasley

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

## EXHIBIT A

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of June 9, 2026 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Steven Grasley ("Guarantor").

### BACKGROUND

A. Steven Grasley ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site C7 (60 ' wide x 50 ' 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 Guarantor 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

(a) If to Lessor:

Town of Gibraltar  
PO Box 850  
Fish Creek, WI 54212 and

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:

  
\_\_\_\_\_  
Steven Grasley

LESSOR:

Town of Gibraltar

  
\_\_\_\_\_  
\*Steve Sohns, Chair

Village of Ephraim

\_\_\_\_\_  
\*Ken Nelson, President

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

(b) If to the Lessee:

Steven Grasley  
411 Walnut St, #17086  
Green Cove Springs, FL 32043

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. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. **Authority.** 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

EPHRAIM-GIBRALTAR AIRPORT  
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. 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.
    - ii. 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
    - i. 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.

#### 4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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
  - iii. 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.

Name: Steven Grasley

Hangar Number: \_\_\_\_\_

Address: 411 Walnut St. #17086, Green Cove Springs, FL 32043

Signature:  \_\_\_\_\_

Date: 6/9/2026

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

## 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 Rich Bierman (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 E-7 (60 wide x 50 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 \$ 1,950 payable by-March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.
- 5. Personal Guaranty.** Lessee, by its lease signor, agrees to execute a personal guaranty in the form attached hereto as Exhibit A, guaranteeing payment of all obligations under this lease.

**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

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


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 \_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR:**

**LESSEE:**

Town of Gibraltar

By:   
Steven Sohns, Chairman

\_\_\_\_\_  
Rich Bierman

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

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

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:

\_\_\_\_\_  
Rich Bierman

LESSOR:

Town of Gibraltar

  
\_\_\_\_\_  
\*Steve Sohns, Chair

Village of Ephraim

\_\_\_\_\_  
\*Ken Nelson, President

EPHRAIM-GIBRALTAR AIRPORT  
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. Other uses in addition to aircraft storage are allowed as listed in Section 4 below or as approved by the Airport Commission.

4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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.

## 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 Tom Wilson (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 F-1 (60 wide x 60 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 \$2,340.00 payable by March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.

**5. Personal Guaranty.** Lessee, by its lease signor, 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. Impact Fee.** Owners of new hangars being constructed may be required to pay a one-time impact fee to cover the Airport's costs associated with infrastructure improvements serving the hangar development area, including but not limited to apron, taxi lane, pavement, electrical, drainage, stormwater, utility, and related site improvements for the hangar area. The amount and services included for such impact fee shall be communicated to the hangar owner prior to execution of the Lease and shall be due upon execution of the Lease.

**25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

**26. 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 and

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR:**

Town of Gibraltar

By: Steven Sohns  
Steven Sohns, Chairman

**LESSEE:**

\_\_\_\_\_  
Tom Wilson

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

## EXHIBIT A

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of \_\_\_\_\_, 2026 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Tom Wilson ("Guarantor").

### BACKGROUND

A. Tom Wilson ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site F-1 (60 ' wide x 60 ' 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 Guarantor 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

(a) If to Lessor:

Town of Gibraltar  
PO Box 850  
Fish Creek, WI 54212 and

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:

---

Tom Wilson

LESSOR:

Town of Gibraltar

  
\_\_\_\_\_  
\*Steve Sohns, Chair

Village of Ephraim

---

\*Ken Nelson, President

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

(b) If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. **Authority.** 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

EPHRAIM-GIBRALTAR AIRPORT  
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. 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.
    - ii. 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
    - i. 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.

4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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.

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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
  - iii. 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.

Name: Tom Wilson

Hangar Number: F-1

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## 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 Laura Seidensticker (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 F-2 (60 wide x 50 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 \$ 1,950.00 payable by-March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.
- 5. Personal Guaranty.** Lessee, by its lease signor, 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. Impact Fee.** Owners of new hangars being constructed may be required to pay a one-time impact fee to cover the Airport's costs associated with infrastructure improvements serving the hangar development area, including but not limited to apron, taxiway, pavement, electrical, drainage, stormwater, utility, and related site improvements for the hangar area. The amount and services included for such impact fee shall be communicated to the hangar owner prior to execution of the Lease and shall be due upon execution of the Lease.

**25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

**26. 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 and

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

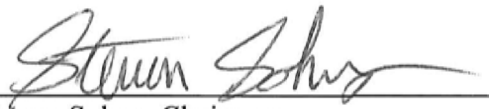
Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently 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 \_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR:**

**LESSEE:**

Town of Gibraltar

By:   
Steven Sohns, Chairman

\_\_\_\_\_  
Laura Seidensticker

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

## EXHIBIT A

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of \_\_\_\_\_, 2026 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and Laura Seidensticker ("Guarantor").

### BACKGROUND

A. Laura Seidensticker ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site F-2 (60 ' wide x 50 ' 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 Guarantor 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

(a) If to Lessor:

Town of Gibraltar  
PO Box 850  
Fish Creek, WI 54212 and

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:

---

Laura Seidensticker

LESSOR:

Town of Gibraltar



---

\*Steve Sohns, Chair

Village of Ephraim

---

\*Ken Nelson, President

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

(b) If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. **Authority.** 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

EPHRAIM-GIBRALTAR AIRPORT  
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. 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.
    - ii. 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
    - i. 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.

#### 4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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
  - iii. 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.

Name: Laura Seidensticker

Hangar Number: F-2

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## 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 John Wilson (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 F-3 (60 wide x 50 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 \$1,950 payable by-March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.
- 5. Personal Guaranty.** Lessee, by its lease signor, 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. Impact Fee.** Owners of new hangars being constructed may be required to pay a one-time impact fee to cover the Airport's costs associated with infrastructure improvements serving the hangar development area, including but not limited to apron, taxiway, pavement, electrical, drainage, stormwater, utility, and related site improvements for the hangar area. The amount and services included for such impact fee shall be communicated to the hangar owner prior to execution of the Lease and shall be due upon execution of the Lease.

**25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

**26. 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 and

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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 \_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR:**

**LESSEE:**

Town of Gibraltar

By:   
Steven Sohns, Chairman

\_\_\_\_\_  
John Wilson

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

## EXHIBIT A

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of \_\_\_\_\_, 2026 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and John Wilson ("Guarantor").

### BACKGROUND

A. John Wilson ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site F-3 (60' wide x 50' 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 Guarantor 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

(a) If to Lessor:

Town of Gibraltar  
PO Box 850  
Fish Creek, WI 54212 and

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:

\_\_\_\_\_  
John Wilson

LESSOR:

Town of Gibraltar

  
\_\_\_\_\_  
\*Steve Sohns, Chair

Village of Ephraim

\_\_\_\_\_  
\*Ken Nelson, President

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

(b) If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. **Authority.** 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

EPHRAIM-GIBRALTAR AIRPORT  
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. 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.
    - ii. 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
    - i. 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.

#### 4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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
  - iii. 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.

Name: John Wilson

Hangar Number: F-3

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

## 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 David Krueger (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 F-4 (60 wide x 50 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 \$ 1,950.00 payable by-March 1<sup>st</sup> 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. For newly constructed hangars, annual lease payments shall commence upon initiation of physical improvements to the Leased Premises, including but not limited to installation of a hangar foundation or concrete slab, regardless of whether construction of the hangar has been completed. The initial annual lease payment shall be prorated to the months remaining in the year from the date of commencement and due upon execution of the Lease, with full subsequent annual lease payments due by March 1 of that year.
- 5. Personal Guaranty.** Lessee, by its lease signor, 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. Impact Fee.** Owners of new hangars being constructed may be required to pay a one-time impact fee to cover the Airport's costs associated with infrastructure improvements serving the hangar development area, including but not limited to apron, taxiway, pavement, electrical, drainage, stormwater, utility, and related site improvements for the hangar area. The amount and services included for such impact fee shall be communicated to the hangar owner prior to execution of the Lease and shall be due upon execution of the Lease.

**25. Construction Plans.** All construction plans shall be approved by the Airport Commission. Minimum building specifications are listed in the Airport Standard Operating Procedures ("SOP").

**26. 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 and

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

b. If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

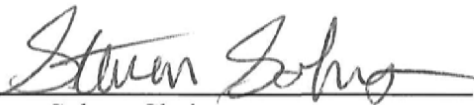
Each party may designate by notice in writing a new address to which any notice, demand, request or communication may thereafter be so given, served, or sent. Each notice, demand, request or communication that is mailed, delivered, or transmitted in the manner described above shall be deemed sufficiently 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 \_\_\_\_ day of \_\_\_\_\_, 2026.

**LESSOR:**

**LESSEE:**

Town of Gibraltar

By:   
Steven Sohns, Chairman

\_\_\_\_\_  
David Krueger

Village of Ephraim

By: \_\_\_\_\_  
Ken Nelson, President

## EXHIBIT A

### PERSONAL GUARANTY

THIS PERSONAL GUARANTY (this "Guaranty") is entered into effective as of \_\_\_\_\_, 2026 (the "Effective Date") by and between Village of Ephraim and the Town of Gibraltar, Wisconsin municipal corporations (hereinafter collectively referred to as "Lessor") and David Krueger ("Guarantor").

### BACKGROUND

A. David Krueger ("Lessee") is entering into a lease with Lessor dated as of the date hereof (the "Lease") for Hangar Site F-4 (60 ' wide x 50 ' 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 Guarantor 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. **Termination.** 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. **Counterparts; Electronic Signatures.** 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 e-mail or other electronic method, and signatures stored in PDF or other electronic format, will be considered effective and original.

6. **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 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:

(a) If to Lessor:

Town of Gibraltar  
PO Box 850  
Fish Creek, WI 54212 and

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.

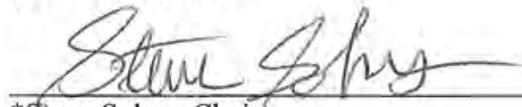
GUARANTOR:

---

David Krueger

LESSOR:

Town of Gibraltar



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\*Steve Sohns, Chair

Village of Ephraim

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\*Ken Nelson, President

Village of Ephraim  
PO Box 138  
Ephraim, WI 54211

(b) If to the Lessee:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

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. **Assignment; Successors and Assigns.** 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. **Waiver and Other Action.** 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. **Severability.** 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. **Mutual Contribution.** 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. **Governing Law.** This Guaranty shall be governed by, and construed in accordance with, the laws of the State of Wisconsin.

12. **Authority.** 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

EPHRAIM-GIBRALTAR AIRPORT  
AIRCRAFT HANGAR OWNERS' STANDARD OPERATING PROCEDURES

1. 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.
  4. Maintenance, repair, or refurbishment of aircraft, but not the indefinite storage of nonoperational aircraft.
  5. 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 primary use 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.
- b. 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.
    - ii. 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
    - i. 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.

#### 4. Hangar Specifications and Requirements

- a. The minimum hangar size must be 50' x 50' for all new hangar construction.
- b. 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.
  - i. Gravel must be placed and compacted to approximately 8" below finished floor. The contractor must grade the site to drain behind the hangar.
  - ii. 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.
- h. 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. A key for each hangar is required to be provided to the Airport and kept in its respective box.
- j. 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
  - iii. 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.

Name: David Krueger

Hangar Number: F-4

Address: \_\_\_\_\_

Signature: \_\_\_\_\_

Date: \_\_\_\_\_

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

**VILLAGE OF EPHRAIM PLAN COMMITTEE  
WORKING SESSION MEETING MINUTES  
TUESDAY, JUNE 9, 2026 - 12:00 PM  
9996 WATER STREET**



**Present:** Laird Hart, Rick Hoyerman, Monique McClean, BD Thorp, and Ken Nelson – Chair.

**Absent:** Andy Bartelt and Grace Held.

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

**Guests:** John Cox (online) and Kathy Pentler (online).

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**Call to Order:** K. Nelson called the working session to order at 12:01 PM.

K. Nelson presented observations from Bartelt's nephew, an architect, who analyzed the Village's current Protected Waterfront ordinance. The architect identified the biggest problem was the roof pitch requirements, noting that the allowance of flatter roofs at twenty-three feet (23') allows for an easy design of a 2-story house. The architect recommended going to a twenty-foot (20') absolute height maximum, which would allow plenty of room to do a story and a half.

K. Nelson expressed concern about what happens when someone tears down a house that currently exceeds twenty-three (23'), questioning whether they would be restricted to the new height limits with a rebuild. He identified the biggest change from previous ordinances as §17.20(5)(a)(2), which allows footprint modifications in the Protected Waterfront District. He suggested that the Committee consider not allowing changes to the footprint to maintain the look of the Protected Waterfront District. He argued that allowing footprint modifications leads to houses that look uniform. He suggested that architects, seeking maximum square footage, would design square or rectangular structures regardless of the original house's character. He proposed restricting changes to footprints, allowing people to maintain existing footprints unless making them narrower. He noted that six (6) houses currently have more than fifteen hundred square feet (1,500 ft<sup>2</sup>) on the first floor. Unrestricted footprint modifications could result in very large structures.

Hoyerman disagreed with completely restricting footprint modifications, arguing that such restrictions would be too limiting. He suggested that people should have some flexibility to modify their properties while maintaining design review standards. Hoyerman proposed allowing modifications that don't increase width, particularly in incorporating accessory structures into the main building. Further, he suggested making the modification of the footprint a permitted use subject to design review.

The Committee discussed the current intent statement and the draft that Hoyerman prepared. Current Intent:

- 1) **INTENT.** *Recognizing that the open shoreline is one of Ephraim's most distinctive features, the intent of this ordinance is to provide for as much open viewing space along our shoreline as possible. As an important contributing component of the Ephraim Historic District Ordinance [§17.26](#), owners of residences in the Protected Waterfront "PW" District are encouraged to use and maintain their existing residences. Since most of the residential buildings in this area are sited on small non-conforming lots that would otherwise prohibit the erection of such structures under the existing ordinance unless otherwise noted or provided for in this section, structures shall be restricted to those in existence as of January 1, 1998.*

Draft language from Hoyerman:

- 1) **1) INTENT.** *The open shoreline is one of Ephraim's most distinctive features and is also characterized by buildings sited on mostly small non-conforming lots. This ordinance is intended to preserve the open views of the shoreline as well as the historic appearance of Ephraim's built environment while also allowing for some leeway for (PW) property owners to modify or replace their residences. Consistent with the intent and provisions of the Ephraim Historic District Ordinance (§17.26), property owners are encouraged to use and maintain their existing residences. However, if residential modification or replacement is desired, said modification or replacement must strictly conform to the provisions of §17.20 and §17.26. New*

*construction is ~~generally~~ prohibited in the PW district as structures are limited to those existing on or before January 1, 1998, ~~unless specifically noted in this section.~~*

The Committee reviewed Hoyerman's draft intent language, and Committee members discussed clarifying that no additional structures beyond those existing in 1998 would be allowed, addressing concerns about vacant lots. They agreed to use consistent language referencing the current 1998 baseline and to remove potentially confusing qualifying language. Hoyerman agreed to continue working on the "Intent" section by removing "generally" and "unless specifically noted in this section" from his draft language. The Committee further requested that another sentence be added back into the intent statement addressing "no new structures" pertaining to "vacant lots".

*K. Nelson and Thorp presented their work on defining a one-and-a-half-story house: "A 1-1/2 Story House has a full first floor with full height interior walls (normally 8' - 10' high) and an upper level that has less floor area than the first floor. The upper level has steeply pitched roofs with gables and dormers (normally with windows). The upper level typically has sloped ceilings with knee walls (normally 5 - 7' high) that define the floor area. These features reduce the floor area on the upper level."*

The Committee discussed knee wall requirements and the challenge of distinguishing between living space and storage areas. They debated whether to include specific percentage limitations (such as the upper level having no more than 50% of the first floor's square footage) or to rely on roof pitch requirements to naturally limit second-floor space. Bristol suggested that roof pitch restrictions might be more effective than trying to define habitable space.

The Committee extensively discussed roof pitch requirements, with K. Nelson advocating limiting roof pitches to a 6/12 to 12/12 range, noting that a 3/12 pitch enabled full two-story construction. Steeper pitches would naturally limit second-floor space. Committee members considered allowing limited shed dormers with flatter pitches to provide design variety. They discussed limiting shed dormers to a specific linear footage to avoid creating effectively full second floors. K. Nelson offered to write the shed dormer allowance based on square footage or percentage, depending on the roof system.

The Committee held a conversation on how to handle existing structures that exceed proposed height limits. They discussed allowing "reproduction" of existing non-conforming structures, meaning property owners could rebuild identical structures but would be subject to new restrictions if they chose to modify or expand their footprints. K. Nelson suggested this approach would encourage preservation of existing structures while preventing new construction from exceeding height and bulk limits. The Committee recognized the need to define "reproduction" clearly in the ordinance.

The Committee reviewed design criteria requirements, emphasizing that projects must be consistent with the Historic District character. They discussed concerns about overly complex roof lines, referencing a recent project that some members felt was too complicated. Bristol noted that the Historic District Ordinance already requires simplicity as a key design principle, with roof pitches between 3/12 and 12/12. However, the Committee agreed that the 3/12 minimum was problematic for the Protected Waterfront District's goals. K. Nelson suggested defining house attachments such as decks, porches, screened porches, and window porches as another way to control bulk, as well as replacement criteria, including roof pitch.

Kathy Pentler raised the issue of restricting construction during tourist season, citing examples from condominium associations that prohibit construction between Memorial Day and Labor Day. She noted that construction noise and disruption significantly impact the quality of the short tourist season.

The Committee agreed to consider seasonal construction restrictions, with Bristol suggesting that noise ordinance modifications might be more practical than zoning restrictions.

The meeting adjourned at 1:39 PM.

*Recorded by Kim Roberts – Deputy Clerk*

**VILLAGE OF EPHRAIM  
PLAN COMMITTEE MEETING MINUTES  
TUESDAY, JUNE 23, 2026 – 7:00 PM  
9996 WATER STREET**



**ACTION ITEMS:**

**Thorp moved, Held seconded to approve the May 26, 2026, Plan Committee Working Session minutes, as presented, all ayes. Motion carried.**

**Thorp moved, Held seconded to approve the May 26, 2026, Plan Committee minutes, as presented, all ayes. Motion carried.**

**Thorp moved, Hoyerman seconded to approve the June 9, 2026, Plan Committee Working Session minutes, as presented, all ayes. Motion carried.**

**Thorp moved, Bartelt seconded to approve the New SFR Design Review Application for Michael Wegner parcel 121-01-13312744B2 for color and material selections as presented, all ayes. Motion carried.**

**Thorp moved, Hart seconded to approve the New SFR Design Review Application for Uselding/Brandemuehl for parcel 121-56-0007, conditioned upon the project not contributing additional runoff to neighboring properties, all ayes. Motion carried.**

**Held moved, Thorp seconded to recommend to the Village Board that they approve the intergovernmental agreement and lease with the County of Door for the Emergency Radio Communications Tower and lease, and to waive all requirements of the Zoning Ordinance that are inconsistent with the arrangement as reflected in those documents, all ayes. Motion carried.**

**Held moved, Thorp seconded to recommend to the Village Board that they approve the Intergovernmental Agreement and lease with the County of Door for the Emergency Radio Communications Tower and lease, and to waive all requirements of the zoning ordinance that are inconsistent with the arrangement as reflected in those documents, all ayes. Motion carried.**

**Thorp moved, Hart seconded to adjourn at 8:30 PM, all ayes. Motion carried.**

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**Present:** Andy Bartelt, Laird Hart, Grace Held, Rick Hoyerman, BD Thorp, Ken Nelson – Chair.

**Absent:** Monique McClean

**Staff:** Brent Bristol - Village Administrator, Justin MacDonald - Fire Chief, and Kim Roberts - Deputy Clerk.

**Guests in person:** Ken Pabich – County Administrator and Kathy Pentler.

**Guests online:** Michael Wegner, Gary Houchin-Miller, “John C”, and “Paul”.

**1. Call to order:**

K. Nelson called the meeting to order at 7:00 PM.

**2. Quorum:**

A quorum of the Plan Committee was present.

**3. Approval of previous minutes:**

**Thorp moved, Held seconded to approve the May 26, 2026, Plan Committee Working Session minutes, as presented, all ayes. Motion carried.**

**Thorp moved, Held seconded to approve the May 26, 2026, Plan Committee minutes, as presented, all ayes. Motion carried.**

**Thorp moved, Hoyerman seconded to approve the June 9, 2026, Plan Committee Working Session**

**minutes, as presented, all ayes.** Motion carried.

4. **Changes in agenda:** There were no changes.
5. **Visitors' Comments:** There were no visitors' comments.
6. **Michael Wegner – County Q- 121-01-13312744B2 – New SFR – Design Review:**  
Bristol noted that this project received design approval during the May Plan Committee meeting, but final decisions regarding materials, colors, and finishes remained outstanding.

Michael Wegner participated remotely and presented the material and color selections. For the primary siding, Wegner selected LP Smartside Diamond Coat in an aged cedar/medium brown tone, chosen for its ability to mimic the appearance of real wood. He noted the product appears somewhat lighter in direct sunlight and that individual pieces vary slightly. For the fireplace, Wegner chose Door County Cobbles, describing them as lighter and more uniform than fieldstone, yet still in keeping with the kind of stone traditionally found throughout Ephraim. He referenced the fieldstone aesthetic of local barns and the Ephraim Clay Works as design inspirations. The roof will be a standing-seam, matte black metal with ribbed detailing but no exposed screws. Wegner also clarified that the siding orientation had been updated to vertical to better reflect traditional Wisconsin barn architecture, such as the Anderson Barn Museum, a change from the horizontal orientation shown in earlier drawings. The fireplace will be propane-fueled but will feature real stone on both the interior and exterior as a design element.

Material samples were passed among Committee members for review. The Committee expressed general approval of the selections, finding them attractive and appropriate.

**Thorp moved, Bartelt seconded to approve the New SFR Design Review Application for parcel 121-01-13312744B2 for color and material selections as presented, all ayes.** Motion carried.

7. **Uselding/Brandemuehl – 121-56-0007 – New SFR – Design Review:**  
Bristol noted that no representative for the project appeared to be present online or in person. This is the first home to be constructed in the Everett Acres subdivision, which was approved previously for a two-acre minimum lot as a rural residential (RR) district subdivision. Bristol confirmed that all dimensional standards fall within what is allowable in the district and that no significant areas of concern were identified.

Material samples were distributed to the Committee for review, including CertainTeed Series shingles in driftwood, Drexel Blue Door siding in snow white, a white metal finish attributed to the garage door, window cladding, door trim, soffit, and fascia, stone veneer called “Fond du Lac County Squire”, and an iron-colored front door. Bristol confirmed that the CertainTeed Series shingle products are approved for use even within the Historic District.

A discussion was held regarding the design review application for parcel 121-56-0007. K. Nelson noted it was somewhat unusual to see a full basement rather than a walkout given Door County's rocky terrain. Bristol explained that the egress window wells appeared compliant with state code requirements, with approximately three egress points corresponding to the number of bedrooms. K. Nelson raised a concern regarding the scale of land disturbance noted on the plans — approximately forty-five thousand two hundred thirty square feet (45,230 ft<sup>2</sup>), or over one (1) acre of a two (2) acre lot — and asked whether the grading plan had been reviewed to ensure no additional runoff would be directed onto neighboring properties. Bristol acknowledged the concern, noting that the subdivision's stormwater design includes detention basins and swales that may already account for this. He indicated he could follow up when construction begins and silt fencing is installed. The Committee agreed it was prudent to include a condition in the motion requiring that grading not result in additional runoff onto adjoining properties.

**Thorp moved, Hart seconded to approve the New SFR Design Review Application for Uselding/Brandemuehl for parcel 121-56-0007, conditioned upon the project not contributing additional**

**runoff to neighboring properties, all ayes.** Motion carried.

8. **County of Door – 121-02-19312831A- Communications tower, shelter, and generator:**

Bristol provided background, noting that the Plan Committee, the Community Protection Committee (CPC), and the Village Board had been engaged with the County of Door on this project for several months. The county's representative, Ken Pabich, was present to speak about the project details.

Pabich described the proposed installation, which includes a lattice-style communications tower, an equipment shelter, a generator pad, and an optional pad for future cellular carriers. The tower will be 180 feet tall, including the antennas, bringing the total height to just under the two-hundred-foot (200') FAA lighting threshold, thereby avoiding the need for tower lighting — a deliberate design choice to respect the county's dark sky values. Pabich noted that Vertical Bridge would be constructing the tower and that Nsight may co-locate on the structure to improve cellular coverage in the Village, though this is not yet confirmed.

The equipment shelter is a pre-specified concrete or composite structure, earth-toned in color, housing radio and communications equipment that runs continuously and requires active cooling. The site would be enclosed with a clear chain-link fence, approximately eight feet (8') tall, with transparency maintained intentionally so that activity behind the fence remains visible.

Thorp asked about the FAA requirements relative to the nearby airport; Pabich confirmed that the project will undergo full FAA licensing and permitting review, including geotechnical and archaeological assessments, and that initial flight pattern analysis suggested the site should be acceptable.

Discussion arose regarding access to the site. K. Nelson noted the desire to discourage public access to the area near the old village dump. Pabich indicated the rear of the site would be gated and secured, and expressed openness to adding a gate near the front entrance as well. MacDonald suggested a simple chain between posts near the front would be sufficient.

K. Nelson referenced the site selection process, noting that the current location had been chosen in part to be farther from neighboring residences and to avoid disturbing the old dump site. He suggested the county consider shifting the tower slightly — approximately twenty feet (20') to the northwest — to preserve an existing tree line around the installation as a visual buffer. Pabich expressed flexibility on this, noting the lease agreement could be adjusted accordingly and brought back to the Village Board for approval. Thorp asked whether trees needed to be cleared to a minimum distance from the equipment; Pabich suggested that approximately a ten-foot (10') clearance around the fence line would be sufficient.

Hoyerman addressed the procedural and zoning implications, referencing section §17.18 of the zoning code and the public property provisions.

Bristol clarified that the primary zoning inconsistency being waived is the requirement that private towers be monopole or alternate-design structures rather than lattice-style — a requirement written with private development in mind, but technically applicable across the board, with the specific provision allowing the village to waive it for projects on village-involved land.

Bristol noted that the Committee's role at this stage is to recommend to the Village Board that it approve the Intergovernmental Agreement and lease and waive any zoning ordinance requirements inconsistent with the arrangement. He emphasized that the finer points of the agreement are being handled by the county's legal counsel and the Village attorney.

**Held moved, Thorp seconded to recommend to the Village Board that they approve the Intergovernmental Agreement and lease with the County of Door for the Emergency Radio Communications Tower and lease, and to waive all requirements of the zoning ordinance that are inconsistent with the arrangement as reflected in those documents, all ayes.** Motion carried.

9. **Beart Family Cottage – 10439 N. Shore Road – Addition – Concept Review:**

Bristol introduced this item as a concept review, non-binding, for the property located at 10439 N. Shore Road. He noted he had been working with the contractors on the project for approximately two (2) months, and that the owners chose to seek concept review before committing to a final design.

Bristol explained that the standard ordinary high water mark setback is seventy-five feet (75'). However, the Village zoning ordinance permits the Plan Committee, at its discretion, to allow setback averaging based on adjacent properties. The neighbor to the north has a setback from the ordinary high water mark of twenty-eight feet (28') and the neighbor to the south has a setback from the ordinary high water mark of sixty-one feet (61'), producing an average of forty-five feet (45'). The proposed bedroom addition to the east side of the home falls behind the 45-foot average setback line but within the 75-foot standard setback, making it non-compliant under the standard rule but potentially approvable through setback averaging. Bristol confirmed that setback averaging has been allowed in the past for projects of similar and even greater scope, including new construction, and that it applies on a case-by-case basis.

Bristol reviewed the existing structure referred to in the plans as a "screen porch," which the owners propose to convert into conditioned living space (labeled as a bedroom/flex room). Bristol clarified that this structure, while called a screen porch, is built with a knee wall beneath the windows and screens, is covered by the full roof system of the house above, and includes an attic hatch within its ceiling. It is not a typical open or shed-roofed porch. This portion of the structure falls closer to the water than even the 45-foot average setback line, meaning it sits within the most restricted zone.

The Committee sought clarification on the purpose of the seventy-five-foot (75') setback, and Bristol explained that it likely serves multiple goals, including ecological protection, limiting sedimentation and runoff, and establishing general spatial buffers.

K. Nelson asked whether the entire existing house carries grandfathered status. Brent confirmed that any existing nonconforming structure retains its grandfather rights in perpetuity for maintenance, repair, and replacement, but that any new work or expansion is subject to current code. Therefore, the bedroom addition requires setback averaging approval, while the conditioning of the screen porch raises a separate question about intensification of nonconformity. Brent noted that even though the screen porch would not become dimensionally larger, converting it to conditioned space could arguably intensify the nonconformity.

Hart raised a broader procedural concern: it struck him as unusual that the Plan Committee could exercise discretionary approval on setback averaging without it being a conditional use or special exception proceeding, which would require neighbor notification.

Bristol suggested it could be discussed in future ordinance refinements, potentially by making setback averaging a conditional use, and perhaps distinguishing between modest additions to existing structures versus full teardown-and-rebuild scenarios.

Committee members expressed a range of views. Bartelt indicated he had no significant concerns with the project, noting that closing in the screen porch would not change the overall external dimensions of the structure and that the roofline already envelops that space. He argued that adding a larger addition to the east in lieu of closing in the porch would actually add more overall mass to the home. Held agreed there were no issues with either the addition or the screen porch, noting the continuous roofline. Hart expressed comfort with the project and noted he would need to review the ordinance provision allowing setback averaging. Thorp expressed comfort with the addition but raised concern about closing in the screen porch, stating that doing so would open precedents the Committee is actively trying to address through the ongoing Protective Waterfront (PW) work. Hoyerman questioned whether it might actually be simpler for the applicant to forgo the screen porch conversion and instead make a somewhat larger addition to the east, though Bartelt and K. Nelson noted this could result in greater overall bulk. K. Nelson noted that his

discomfort with the screen porch conversion stemmed primarily from its location within the most restricted zone — had it been anywhere else on the property, he would have no objection to a homeowner enclosing a porch.

The Committee also briefly discussed the conversion of a "sleeping porch" into a kitchen as shown on the interior plans, with Bristol noting this raised no red flags, as it involves only interior reconfiguration, not expansion of the footprint.

The concept review resulted in a consensus of feedback for the applicants. The bedroom addition to the east was broadly supported; the enclosure of the screen porch was more contested, with a majority leaning toward approval but with reservations. Some Committee members suggested enlarging the proposed addition to the east and leaving the screened porch as is. K. Nelson noted the Committee would be willing to entertain another concept review if the applicants wished to further refine their approach, or they could proceed to design review.

**10. New business for next meeting / next meeting date:**

The next meeting date of the Plan Committee is July 28, 2026, at 7:00 PM.

**11. Adjournment:**

**Thorp moved, Hart seconded to adjourn at 8:30 PM, all ayes. Motion carried.**

*Recorded by Kim Roberts – Deputy Clerk*

**VILLAGE OF EPHRAIM PLAN COMMITTEE  
WORKING SESSION MEETING MINUTES  
TUESDAY, JUNE 23, 2026 - 12:00 PM  
9996 WATER STREET**



**Present:** Andy Bartelt, Grace Held, Laird Hart, Rick Hoyerman, BD Thorp, and Ken Nelson – Chair.

**Absent:** Monique McClean

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

**Guests:** John Cox (online) and Stuart Chomeau.

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**Call to Order:** K. Nelson called the working session to order at 12:00 PM.

K. Nelson explained to the Committee that he had worked with Bristol and Roberts on his suggested updates to the ordinance so that they could be implemented into the current draft.

The Plan Committee reviewed the current working draft of the Protected Waterfront District Ordinance. Starting with the intent statement §17.20(1), the Committee noted that, in error, the intent statement drafted by Hoyerman had been omitted except for the last sentence. They asked for the full intent statement drafted by Hoyerman to be included in the next draft, along with the new last sentence that was included in the current draft. The Committee discussed replacing the word “leeway” within the intent statement. However, the Committee decided to keep the word “leeway” after considering alternative synonyms.

The Committee reviewed permitted uses §17.20(2), with the Committee requesting that conditional uses listed in §17.20(3)(b)(2) and §17.20(3)(b)(3) be simplified and moved into the permitted use section §17.20(2).

Bristol raised the organizational point that when listing permitted and conditional uses, it is atypical to go into the finer points of what those uses mean, and that detail belongs in the body of the document. He noted that in the draft, the full reproduction definition appeared both in §17.20(3)(b)(3) and in Section 8, creating redundancy. He suggested that §17.20(3)(b)(3) be struck and the definition remain in §17.20(8).

The Committee worked on the definition of “house reproduction” in §17.20(8)(a). Hart added a minor editorial note: the definition of reproduction should begin "means creating" rather than "is creating," and Hoyerman agreed. As drafted, it described creating an exact replica of an existing house, including all unique features, materials, and architectural details, with materials to be sourced or recreated to ensure authenticity. Several refinements were discussed:

- The word "exact" before "replica" was proposed for removal to avoid an unachievably strict standard, given that original materials such as specific moldings, siding profiles, or rafter dimensions may no longer be available or permitted under current building code.
- Bristol noted that from the most restrictive reading, a true exact replica may be functionally impossible — for example, modern construction requires trusses rather than the rafter systems used 75 years ago, and insulation R-values have changed. The Committee agreed that size and volume should remain exact, while architectural and material details should allow for faithful reproduction using available or recreated equivalents.
- Bartelt suggested adding language explicitly permitting substitution of materials no longer available, subject to design review, to give property owners clarity. K. Nelson expressed caution about creating a slippery slope, but acknowledged that modern equivalents of historic materials are often available at specialty sources.

The Committee discussed §17.20(6)(a)(i) – Footprints. The Committee considered two alternatives for addressing footprints in the PW district. The first, more restrictive option held that footprints cannot be modified at all — no combining, no increasing. The second option allowed for footprint increases under limited circumstances: If an existing accessory building is removed, its footprint square footage could be reclaimed and incorporated into the principal structure, provided the width of the principal structure as measured parallel to State Highway 42 is not increased, and no upper level is added over the reclaimed area.

Hoyerman raised a concern that making the ordinance more restrictive than what was presented to the board, which had been framed as a cleanup of existing language, could be difficult to defend. K. Nelson acknowledged the concern but noted the original intent was always to achieve a certain character of development, and that tightening the dimensional details was necessary to achieve that.

The Committee agreed to eliminate the first restrictive option related to footprints and proceed with the second, more nuanced alternative, which incentivizes the consolidation of structures and removal of accessory buildings to improve shoreline views. Bristol noted that "structure" should be replaced with "building" throughout, as accessory structures such as freestanding fireplaces or carports are not the same as enclosed buildings in §17.20(6)(a)(i)(a).

Hart raised a concern about the use of the word "width," noting that depending on a building's orientation, "length" and "width" could be ambiguous. The Committee agreed to clarify by adding "as measured parallel to STH 42" in section §17.20(6)(a)(i)(b).

### **Design Criteria**

K. Nelson reintroduced language stating that projects in the PW district should generally have the design characteristics of a single-story or one-and-a-half-story house and shall meet the design criteria in §17.26 Historic District Ordinance. The Committee agreed to retain this language as a reference point, though it was noted that "a half story house" appeared as a typographical error and would be corrected to "a one-and-a-half-story house." Hoyerman suggested replacing the word "new residence" with "projects within this district" to avoid confusion, as the section covers additions, modifications, and replacements — not only entirely new construction.

The Committee agreed to add language stating that the number and "varying pitches" of rooflines should be minimized, as a reaction to past projects that featured multiple intersecting rooflines and varying pitches that created a visually busy appearance. The overall guiding principle was articulated as a correction to add "design simplicity and avoidance of bulk," combining a phrase from the historic district ordinance with the Committee's stated concern about overly boxy structures in §17.20(6)(b)(iii).

Regarding visual impact, the Committee agreed that any landscape plan submitted in connection with a building project should not reduce water views between buildings. K. Nelson noted this topic would require additional refinement and suggested setting it aside for further work, as it extends into broader landscaping policy.

### **House Attachments**

K. Nelson introduced the concept of "house attachments" — a newly defined term covering elements such as decks, porches, screened porches, and windowed porches in §17.20(6)(b)(iv). The proposed provision would allow existing attachments to be replaced on a one-for-one basis — a porch replaced by a porch of equal or lesser size, but not upgraded to a screened or windowed enclosure. The Committee noted there is a new definition for "house attachment" in the definitions section §17.09, and members were asked to review it before the next meeting.

### **Dimensional Standards**

The Committee briefly touched on dimensional standards, including a discussion of height limits. The current ordinance sets a maximum height of 23 feet for the principal structure, with a 25-foot allowance for chimneys and other elements. K. Nelson raised the question whether a structure built to only 21 feet should receive the same 25-foot allowance for chimneys, or whether the allowance should be capped at 2 feet above the actual ridge height. No final decision was reached, and the Committee agreed to take up dimensional standards in full at the next meeting. Bristol reminded the Committee that the State Building Code would also need to be contemplated in the final decision.

**Held moved, Hoyerman seconded to adjourn at 1:38 PM, all ayes. Motion carried.**

*Recorded by Kim Roberts – Deputy Clerk*

**VILLAGE OF EPHRAIM  
GREEN TIER AD-HOC COMMITTEE WORKING SESSION MINUTES  
THURSDAY, JULY 2, 2026 - 9:00 AM - 9996 WATER STREET**



**Present:** Bruce Nelson, Cindy Nelson, Sophie Nelson, and Carly Mulliken - Chair.

**Absent:** Jeff Lutsey, Lane Methner, and Zoe Sanders.

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

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**1. Update on Wetlands Signage Project:**

The Committee received an update on the progress of the Wetlands Signage Project. C. Nelson reported that the previous Sunday, volunteers had cleared some brush along the path. The Village maintenance crew had addressed three (3) separate areas requiring tree removal. C. Nelson noted that two (2) older sign poles were too difficult to remove. They were left in the ground and will require continued work on extraction over time. Two (2) existing signs were also identified as still appropriate and were intentionally left in place.

C. Nelson noted the contractor was ready to return to install directional signage, but had been waiting for the path to be cleared from the downed trees. She committed to emailing the contractor to let her know the area was now ready. A sign acknowledging donors was also noted as still forthcoming.

On the topic of mulching, the Committee discussed the best timing. It was generally agreed that mulching in the cool season would be preferable, with late fall identified as probably the best time, though there was acknowledgment that spring mulching would look freshest for the season. C. Nelson noted that while some sections of the path remain in good condition, others would benefit from fresh mulch and that it is always easier to maintain than to let it go.

The sign designs themselves received positive remarks from members of the Committee. They were described as featuring a steel plate design angled upward, with butterfly cut-outs in steel, and positioned low enough to be accessible and readable by children. Members expressed enthusiasm about the quality of the design work. Once all signage is fully installed, the Committee agreed that an announcement should be sent out to the community highlighting that the wetlands area has been refreshed and is ready to be enjoyed.

**2. Discussion and Consideration Regarding Plans for Community Clean-Up Day and Tree Giveaway:**

The Committee conducted a debrief on the most recent Community Clean-up Day. Key figures reported included seventy-two (72) trees given away, eight (8) bags of garbage collected, ten (10) pounds of batteries recycled, and approximately fifteen (15) participants.

C. Nelson raised the question of whether to continue the tree giveaway in future years, noting that participation numbers have been declining. The observation was made that trees are now being given away broadly across the county — by churches, community organizations, and others — which has reduced the demand at the Village's own event. The Committee did not reach a firm conclusion but acknowledged it was worth revisiting in the spring, weighing whether the tree giveaway program still serves its purpose or should be adapted.

The discussion also touched on a related idea: Whether trees or plants could be given to a dedicated planting area within the village, rather than to individual residents. It was noted that this option had been explored before in correspondence with Lutsey, but that a suitable location within Ephraim had never been identified.

Regarding logistics, C. Nelson noted informally that donuts had not been popular and suggested future events offer baked goods such as bars or cookies instead, as those had been better received. Coffee was well-consumed. The timing of the event on Mother's Day weekend was briefly discussed. It was noted that the date had been chosen based on calendar availability rather than intent, and that participation numbers held relatively steady compared to the prior year. The Committee expressed mild uncertainty about whether the Mother's Day timing was optimal and left the question open for future consideration when scheduling.

**3. Update on Water Bottle Filling Station:**

The Committee received an update on the three (3) water filling stations. The station at the Visitor Center and the station at the marina were confirmed as installed and operational. The beach station was still pending installation, with the contractor indicating that work was expected to begin the following Monday.

B. Nelson reported that the contractor had been under the impression the treatment system was to be installed at the beach, when in fact the contract clearly specified it was to be installed at the Visitor Center. Upon visiting the Visitor Center, B. Nelson was unable to confirm whether the system had been installed, as access to the mechanical room was unavailable. It was also observed that the appearance of the old unit at the Visitor Center had been notably poor due to rust and discoloration, making it all the more important that the new system be properly situated.

B. Nelson noted that the marina station had already registered 102 bottles saved, though it was humorously acknowledged that the first seven of those were test counts by MacDonald to verify the counter was functioning. The Committee expressed some regret that the beach station had not been completed in time for the Fourth of July holiday week, as it would have provided an immediate impact in reducing single-use plastic bottle consumption during a high-traffic and high-temperature period. A follow-up with MacDonald regarding both the beach installation timeline and the treatment system location was committed to by Mulliken.

4. **Next meeting:**

The Committee scheduled its next meeting for August 6, 2026, at 9:00 AM

The Committee briefly discussed several ongoing matters. It was suggested that the topic of a fast electric vehicle charger, previously identified as a goal for the year, be placed on next month's agenda. The Committee also received an update on a goose roundup that had recently taken place, as well as Moravia Point.

C. Nelson raised the matter of the solar for the Wastewater Treatment Plant, expressing concern that the Village Board had continued to defer action and that further delay risked losing the opportunity altogether. Discussion touched on whether the existing engineering documentation from McMahon would be sufficient to support a grant application.

The meeting adjourned at 9:22 AM.

*Recorded by Kim Roberts – Deputy Clerk*

**VILLAGE OF EPHRAIM  
MARINAS AND MOORINGS MINUTES  
WEDNESDAY, JULY 8, 2026 – 8:00 AM  
9996 Water Street - Ephraim Village Hall**



**Action Items:**

**B. Nelson moved, Thorp seconded to approve the minutes of June 3, 2026, as presented, all ayes.** Motion carried.

*The consensus of Marina and Moorings Committee members present was to pursue a smaller dock box, with the size to be determined by measuring the available space by the water bottle filling station.*

**B. Nelson moved, Plansky seconded to adjourn at 9:25 AM, all ayes.** Motion carried.

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**Present:** John Held, Bruce Nelson, Bob Plansky, BD Thorp, Tim Nelson-Chair.

**Absent:** None.

**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 8:00 AM.

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

3. **Visitors' Comments:** There were no comments.

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

**B. Nelson moved, Thorp seconded to approve the minutes of June 3, 2026, as presented, all ayes.**  
Motion carried.

5. **Discussion regarding Pier and Waterfront estimates for future projects:**

**Used Dock Sections:** The Committee discussed the two 4' x 30' used piers that remain available from Pier and Waterfront. They are tentatively earmarked for the Village. Rather than proceeding solely on good faith, members agreed it would be worthwhile to physically inspect the piers to evaluate before committing. The supplier had indicated that the piers are structurally sound, but that decking and rub rails need some attention, and that they would perform some cleanup prior to sale. Members discussed the possibility of negotiating new rub rails and future decking as part of the purchase agreement. It was informally agreed that interested Committee members would conduct an inspection and share feedback.

**Dredging Scope and Timing:** B. Nelson raised the question of whether the full minus-5 or minus-6 depth was necessary in the shallower, eastern portion near the north pier bulkhead, noting that only jet skis and dinghies access that area. The Committee broadly agreed that a reduced depth specification in that zone could yield cost savings. With lake water levels running approximately six inches (6") higher than the prior year, the Committee debated whether dredging the main basin was necessary at all this year. Several members expressed that the channel appeared functional, and the primary problem in the north dock area was width and maneuverability rather than depth. It was agreed to seek feedback from the Assistant Harbormaster on whether boats had experienced genuine difficulty accessing the north wall. Pending that feedback, the Committee did not see an urgent need to commence with a major dredging project this season.

**South Corner Near Dinghy Dock:** Separate from the main dredging discussion, the Committee agreed that the unfinished corner near the south end of the dinghy dock, which was not fully cleaned up during a prior dredging project, remained a higher priority. Members noted this area had been stirring up sediment clouds and had been an issue for three (3) years. The possibility of approaching the contractor to complete it as a continuation of the original project, potentially at reduced mobilization cost, was discussed. It was agreed to keep this on the contractor's schedule and seek a specific price.

**Wall Between North and South Piers:** The Committee briefly noted that the condition of the wall or divider between the North and South Piers should eventually be addressed, with an estimate and plan developed for future reference.

**6. Update regarding off-season work list and updated to-do list from on-site meeting:**

The Committee reviewed outstanding items from the to-do list. Items noted as still pending included replacing the exit sign at the north end of the parking lot and replacing a dock box. It was also noted that the extra dock lines and fenders previously stored in the dockbox had been removed. Bristol explained that those items are stored in the basement of the village building and are available upon request. They had removed them from the dock to avoid clutter, not because they were lost.

The Committee debated whether to purchase a new dock box to house emergency lines and fenders dockside. Some members felt that with the drinking fountain now installed in that area, space was limited, and a smaller box than previously used might be more appropriate. T. Nelson expressed some philosophical hesitation about the village assuming too much responsibility for individual boat owners' vessels during storms, though acknowledged the practical value of having some lines and fenders available for genuine emergencies.

*The consensus of Marina and Moorings Committee members present was to pursue a smaller dock box, with the size to be determined by measuring the available space by the water bottle filling station.*

On the informational kiosk and marine sign, it was reported that the space had been measured the prior day and the sign and kiosk should fit within the available space, possibly requiring minor trim board accommodation. The Assistant Harbormaster would be directed to proceed with reinstallation. Other items noted for follow-up included pink and white trim painting on the dockmaster building, reattaching loose old caps on the north dock, and a request for the maintenance crew to resume periodic application of a mildew treatment (such as "Wet and Forget") on the south side of the building, which had been previously discussed but may not have been maintained on a regular schedule.

**7. Update regarding contracts:**

**Moorings:** The Committee noted a significant drop in mooring contracts, from approximately thirty (30) the prior year to roughly nineteen (19) or twenty (20) currently. The cause was unclear. It was suggested that Stefan conduct a visual inventory of the mooring field to cross-reference boats present with contracted holders. The committee also discussed the possibility of outreach to past mooring holders to determine whether their ground tackle is still in place, whether they intend to return, and whether any tackle might be available for purchase by prospective new holders. Jeff Long's inspection records were identified as a useful starting point for reconciling the inventory.

**Slip S4:** The Committee discussed the continued challenge of filling slip S4, which is considered a smaller, more difficult-to-access slip. The Committee felt it would be appropriate to advertise it as a slip for a twenty-two-foot (22') boat or less. The Committee discussed being explicit with wait-list candidates: Offering the slip as-is to the next appropriate person on the list, providing a map of the facility so candidates can inspect it themselves, and establishing a firm response deadline rather than allowing extended deliberation. Transient rentals, in the meantime, were generating some revenue but were not a preferred long-term arrangement.

**Slip N1:** The Committee discussed the possibility of offering slip N1 as a conditional seasonal rental to a smaller boat, likely under twenty feet (20'), on a one-year basis with no guarantees of renewal. Members agreed that any person offered this slip under conditional terms should not lose their place on the general wait list if they decline or if the slip is later reconfigured.

**Waitlist Management:** The Committee discussed the need to refresh wait list information, as many entries are years old and some individuals may no longer be interested, may not own a boat, or may no longer own property. It was proposed that Committee members assist with phone outreach to confirm continued interest and gather updated information about boat size and slip preferences. A member noted he had already begun making calls through the top portion of the list. Two other members volunteered to assist by splitting the list. The Committee also agreed that going forward, waitlist candidates should receive a firm offer with a clear response deadline rather than being allowed extended consideration time. The Committee briefly addressed the question of allowing existing seasonal holders to transfer to different slips. The consensus was that absent a legitimate safety or operational reason — such as a neighboring boat becoming too large, simple preference-based move requests should generally not be accommodated.

8. **Discussion regarding dinghy storage areas:**

Held noted that an inflatable dinghy without a visible registration had been observed in the dinghy storage area, coming and going. The Committee discussed whether it might be a tender tied to a mooring sailboat — which would be permissible — or an independent, unregistered vessel being used recreationally. The Assistant Harbormaster was identified as the appropriate party to investigate.

9. **Discussion regarding weed control:**

The Committee discussed the results of this season's weed control application, which members agreed had not been as effective as in prior years. Held noted that a two-person crew had performed the treatment and that during the visit, a crew member had mentioned that the company does not operate on a fixed annual schedule — they respond when called, typically within about a week. The Committee agreed that earlier, proactive scheduling in future seasons would be preferable, with a possible early June application followed by a secondary treatment if needed. The Committee discussed whether a second treatment this season would be worthwhile given how late in the growing season it was, and it was agreed that the vendor should be contacted to ask whether a follow-up application was still viable and what it would cost. The possibility of extending weed control to portions of the channel — where weed growth between the marina and neighboring South Shore had been observed — was also raised for future consideration.

10. **Discussion regarding buoy placement:**

**Mooring Area Markers:** B. Nelson raised concern that not all five (5) perimeter markers around the mooring field appeared to be in place, specifically noting a possible gap at the northwest corner. It was agreed that someone should take a boat through the mooring area to confirm whether all five (5) buoys are out.

**Channel Markers:** The Committee discussed the current alignment of the red channel buoys, noting that one (1) buoy in particular appeared to have drifted or been placed too far north, creating an hourglass or wedge effect in the channel rather than a clean, navigable corridor. There was a discussion about whether the issue stemmed from the anchor, the chain length, or displacement from boat traffic. It was clarified that several people had moved buoys at various points during the season, making it difficult to pinpoint the exact cause. The Committee agreed to meet with the contractor.

**No-Wake Area Buoys:** Held noted that the no-wake buoys between the beach and the pump house were no longer in a consistent line, and that at least one (1) may be missing from a location closer to the condo property.

11. **Discussion regarding Dock Box and supplies:** Discussed under agenda item number 6.

12. **New business for the next meeting:**

The next meeting of the Marinas and Moorings Committee will take place on Wednesday, August 5, 2026, at 8:00 AM.

B. Nelson raised an additional item for the following month's agenda: A previously board-approved project to blacktop or surface the area along Highway 42 between the marina office building and the highway to the North to widen the shoulder and improve safety for walkers. He noted this had been approved some time ago but never completed, and suggested it be referred to the Physical Facilities Committee if not already addressed.

T. Nelson also raised for future discussion the issue of the buried waterline running near the concrete between the marina building and North Pier, which had been patched multiple times due to damage from heavy equipment. A suggestion was made to consider installing a utility trench to protect the line and to revisit the concrete slab thickness in that travel path. The question of why heavy equipment does not use an alternate route along the north side of the building — which might avoid the waterline entirely — was flagged as worth exploring.

13. **Adjournment:**

**B. Nelson moved, Plansky seconded to adjourn at 9:25 AM, all ayes.** Motion carried.

*Recorded by Kim Roberts – Deputy Clerk*