

(5)TB, Lisa, Barb, Micaela,
Ben, Public

TO: Town Board

FROM: Lisa Potswald

RE: Industrial Lot Leases

DATE: June 17, 2020

There are three industrial lot leases on the June 23, 2020 Town Board agenda:

- Evan and Kathleen Erickson - change from Lot 7 to Lot 8
- Clayton and Clair Douglas – change from Lot 8 to Lot 7
- Nick Montano – request to terminate lease for Lot 13

The industrial lots are in demand – we anticipate leasing Lot 13 in the near future. Please let me know if you have questions.

RECEIVED

JUN 17 2020

dg

INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this 25 day of April, 2020 by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the **Lessor**, and Evan and Kathleen Erickson address PO Box 400 city La Pointe, state WI, zip code 54850, telephone number 715-747-6565, email address evanlerickson@yahoo.com hereinafter referred to as the **Lessee**.

WITNESSETH:

WHEREAS, Lessor owns and operates a Light Industrial Zone located at the Major Gilbert Airport in the Town of La Pointe, Ashland County, Wisconsin, and said Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for the permitted uses:

- | | |
|---|--------------------------------|
| 1. Aircraft/Airplane Hangar | 7. Junk/Salvage Yard |
| 2. Automobile Sales Establishment | 8. Light Industry |
| 3. Automobile Service and Supply Facility | 9. Public Service Utility |
| 4. Contracting and Building Storage and Service | 10. Public Utility |
| 5. Forest Crops and Products | 11. Transportation Facility |
| 6. Fuel Storage Facility | 12. Warehouse/Storage Facility |

WHEREAS, Lessor may decline an application if the proposed business does not meet the scope of this light industrial zone as outlined in the La Pointe Zoning Ordinance.

NOW, THEREFORE, in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial Site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term of this lease.

- 1. TERM.** Lot #8. The term of this lease shall be for the remainder of a period of ten (10) years, commencing on April 25, 2020 and ending on December 31, 2022. Lessee can request an extension of the current lease of up to 120 days from the end of lease if request is made prior to termination date if not renewing the lease.
- 2. RATE.** The Lessee agrees to pay \$750.00 per year per lot for the leased premises, payable to the Lessor at its Town Hall, at the time of the lease execution and on the first of the year thereafter. In addition, the Lessee shall pay the annual personal property taxes pertaining thereto as they become due and payable. It is understood and agreed that the rental charge shall be increased annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee

RECEIVED
JAN 17 2016

of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received after 30 days after the date of billing.

3. USE OF LEASED PREMISES.

- A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial Zone. Despite the lack of any such obligation the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.
 - B. The Town will provide the site - the site is leased "as is". Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
 - C. Location of buried utilities is the responsibility of the Lessee.
 - D. All metered service charges are the responsibility of the Lessee.
 - E. The Lessor reserves the right to approve the style, color, and size of any buildings erected on the premise. New buildings constructed will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.
 - F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Foreman. Lessee will obtain all necessary permits.
 - G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed then in consideration of the agreements herein contained, at the termination of this lease agreement, Lessee at its option shall have the right to elect either of the following:
 - 1. To remove buildings and any equipment and attachments hereto from Lessor's property. Any removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. If the building is removed it shall be done within sixty (60) days of the end of the lease. If the building is not removed by the end of the lease period Lessee shall be responsible for another one (1) year rental payment.
 - 2. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property that the Lessee currently leases.
4. **ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this lease in whole or in part nor sublet the premises or any part thereof without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

5. RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin and the United States of America.
- B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessee agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Lessor may make changes in the rules and shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective.
- C. The Lessee is advised that the subject property is located at the Major Gilbert Airport in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use of the property for its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variation and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact. There may also be objectionable dust and fumes caused by aircraft operating at the airport.
- D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.
- E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.

6. **HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.

7. CERTIFICATE OF INSURANCE.

- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby

releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.

B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.

C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.

8. **LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

9. **MAINTENANCE AND PROTECTION**

A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warranties as to the effectiveness of such protection.

B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.

C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine the area to be offensive the Lessor may request that the area be surrounded by a fence or wall to keep said area screened from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.

D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.

E. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area by the Lessee. The Lessor may grant an extension of time if it appears such extension is warranted.

F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.

- G. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance. If the aforesaid development of the airport requires the relocation of the Lessee the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.
- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove the building and all appurtenances thereto belonging to the Lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has available under Wisconsin law. During the thirty (30) days allowed Lessee to remove the building at either the normal end or termination of the lease, the Lessee will continue to pay rent.
- B. If the Lessee shall leave any property other than the building on the premises for over 30 days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary.

11. TERMINATION. In consideration of the agreements contained herein, at the termination of this lease agreement, on or before December 31, 2022, Lessee at his/her option shall have the right to elect either of the following:

- A. To remove any building and any equipment and attachments hereto, from Lessor's property in the Industrial Zone. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of the building, equipment and attachments and restoration of the property shall occur within sixty (60) days, during which time the Lessee shall continue to pay rent.
- B. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property.

12. SUBORDINATION. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the

operation or the 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.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year written below.

Lessee

By:

Erin J. Erickson

Date:

6/17/20

TOWN OF LA POINTE, Lessor

By:

Town Chairperson

Date:

Attest:

Town Clerk

INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this 25 day of April, 2020 by and between the Town of La Pointe, Ashland County, State of Wisconsin, a Municipal Corporation existing under the laws of the State of Wisconsin, 240 Big Bay Road, Post Office Box 270, La Pointe, WI 54850, hereinafter referred to as the **Lessor**, and Clayton and Clair Douglas, address 370 Big Arns Road Box 486 city La Pointe, state WI, zip code 54850, telephone number 715-209-6666, email address southpaw804@gmail.com hereinafter referred to as the **Lessee**.

WITNESSETH:

WHEREAS, Lessor owns and operates a Light Industrial Zone located at the Major Gilbert Airport in the Town of La Pointe, Ashland County, Wisconsin, and said Lessor is desirous of leasing to the Lessee certain premises/lots intended to provide an orderly grouping of sites for the permitted uses:

- | | |
|---|--------------------------------|
| 1. Aircraft/Airplane Hangar | 7. Junk/Salvage Yard |
| 2. Automobile Sales Establishment | 8. Light Industry |
| 3. Automobile Service and Supply Facility | 9. Public Service Utility |
| 4. Contracting and Building Storage and Service | 10. Public Utility |
| 5. Forest Crops and Products | 11. Transportation Facility |
| 6. Fuel Storage Facility | 12. Warehouse/Storage Facility |

WHEREAS, Lessor may decline an application if the proposed business does not meet the scope of this light industrial zone as outlined in the La Pointe Zoning Ordinance.

NOW, THEREFORE, in consideration of the lease payments, and the covenants and agreements herein contained, Lessee does hereby accept, receive and lease from the Lessor, and the Lessor does hereby grant, demise and lease unto the Lessee the premises at said Light Industrial Site which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term of this lease.

- 1. TERM.** Lot #7. The term of this lease shall be for a period of ten (10) years, commencing on April 25, 2020 and ending on December 31, 2029. Lessee can request an extension of the current lease of up to 120 days from the end of lease if request is made prior to termination date if not renewing the lease.
- 2. RATE.** The Lessee agrees to pay \$815.01 per year per lot for the leased premises, payable to the Lessor at its Town Hall, at the time of the lease execution and on the first of the year thereafter. In addition, the Lessee shall pay the annual personal property taxes pertaining thereto as they become due and payable. It is understood and agreed that the rental charge shall be increased annually by the Consumer Price Index (CPI-U for the 12 months ending December). The Lessor will charge a fee of \$50.00 for any returned check and a late fee of \$100.00 for any lease payment received after 30 days after the date of billing.

RECEIVED
JAN 17 2016

dey

3. USE OF LEASED PREMISES.

- A. Lessor will have no obligation to do site preparation for any lot in the Light Industrial Zone. Despite the lack of any such obligation the Lessor in its sole discretion may or may not do some site preparation depending on the circumstances relating to a particular lot.
- B. The Town will provide the site - the site is leased "as is". Proper drainage is a problem at the Airport and the Town makes no representation to the contrary. The Town is not responsible for soil, fill quality, or drainage issues or damages for poor drainage on any site for any Lessee. All additional fill or excavation of material will be the responsibility of the Lessee.
- C. Location of buried utilities is the responsibility of the Lessee.
- D. All metered service charges are the responsibility of the Lessee.
- E. The Lessor reserves the right to approve the style, color, and size of any buildings erected on the premise. New buildings constructed will be required to obtain all required land use and building permits from the local zoning and building authorities. Any structure must meet all dimensional requirements of the state, county and/or local zoning authority. Lessee will obtain all necessary permits.
- F. All outside appurtenance locations, including but not limited to electrical transformers, wells, holding tanks, propane tanks, etc., shall be approved in advance of installation by the Airport Manager and the Town Foreman. Lessee will obtain all necessary permits.
- G. Lessee may, but is not required to, put up a building on the leased premises. If a building is constructed then in consideration of the agreements herein contained, at the termination of this lease agreement, Lessee at its option shall have the right to elect either of the following:
 - 1. To remove buildings and any equipment and attachments hereto from Lessor's property. Any removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. If the building is removed it shall be done within sixty (60) days of the end of the lease. If the building is not removed by the end of the lease period Lessee shall be responsible for another one (1) year rental payment.
 - 2. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property that the Lessee currently leases.

- 4. ASSIGNMENT AND SUBLEASING.** Lessee shall not assign this lease in whole or in part nor sublet the premises or any part thereof without the prior written consent of the Lessor. If the Lessor permits an assignment or a sublease, such permission shall in no way relieve the Lessee or Lessee's liability under this lease.

5. RULES AND REGULATIONS.

- A. Lessee agrees to obey all lawful orders, rules and regulations of all governmental authorities including the Town of La Pointe, Ashland County, the State of Wisconsin and the United States of America.
- B. Lessor may make such reasonable rules governing the premises as Lessor deems necessary. Lessee agrees to observe and comply with all such rules and any violation of the rules shall be deemed a breach of this lease. Lessor may make changes in the rules and shall give written notice of the changes to the Lessee at least fourteen (14) days before the new rules become effective.
- C. The Lessee is advised that the subject property is located at the Major Gilbert Airport in a noise-impacted area; that these present and future noise impacts might be annoying to users of the land for its stated purpose and might interfere with the unrestricted use of the property for its intended use; that these noise impacts might change over time by virtue of greater numbers of aircraft, louder aircraft, seasonal variation and time-of-day variations; that changes in airport, aircraft, and air traffic control operating procedures or in airport layout could result in increased noise impact. There may also be objectionable dust and fumes caused by aircraft operating at the airport.
- D. The Lessee may not generate electrical interference with radio communication between the airport and aircraft or to make it difficult for flyers to distinguish between airport lights and others, or to cause glare in the eyes of flyers using the airport, or to impair visibility in the vicinity of the airport, or otherwise to endanger the landing, take-off or maneuvering of aircraft.
- E. The Lessee may not sue, prosecute, molest, or trouble the airport in respect to or on account of the flight of any and all aircraft over or near the airport, or for any effects resulting there from, including but not limited to noise, air pollution, or any and all other possible damages.

6. **HOLD HARMLESS.** Lessee shall protect, defend, indemnify and hold Lessor and all of Lessor's officers, agents, employees and representatives harmless from any and all demands, claims, losses, damages, costs and other expenses associated with, relating to, or arising from, directly or indirectly, any act, omission, occurrence or incident involving damage to property or injury or death to person happening on the leased premises. This provision shall be broadly interpreted so as to afford maximum protection to Lessor from all claims of any nature or kind whether based on tort or contract or any other legal theory. The Lessee agrees that the Lessor will also not be responsible for damages of any kind related to any drainage issues or soil conditions.

7. CERTIFICATE OF INSURANCE.

- A. During the time this lease or any renewal or extension hereof is in effect, Lessee shall be responsible for obtaining and maintaining adequate insurance protecting and covering any and all property which is present in or on Lessor's premise which is used, owned, possessed or controlled by Lessee or any agent, employee or representative of Lessee. Lessee hereby

releases Lessor and all of Lessor's officers, agents, employees and representatives from any and all liability, responsibility and obligation for any loss or damage to property occurring on Lessor's property.

- B. The Lessee shall, at Lessee's expense, insure said premises against fire, wind, hail, liability and property damage insurance covering the leased premises, issued by an insurance company authorized to do business in the State of Wisconsin with property damage coverage of at least \$100,000.00 and liability coverage of at least \$1,000,000.00 per occurrence and at least \$2,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. The certificate of insurance will be requested at the discretion of the Town.
- C. Lessee agrees not to make or permit use of the premises for anything that would adversely affect coverage of the premises under a standard fire and extended insurance policy.

8. **LIABILITY.** Nothing in this declaration or in the issuance of the permit or lease will create any liability for the Town of La Pointe to either the Lessor (owner) or the Lessee (renter) of the subject property.

9. **MAINTENANCE AND PROTECTION**

- A. Lessor agrees to extend to the Lessee the same Fire and Police protection extended to the other tenants and facilities of the Industrial Zone. Lessor makes no representations or warranties as to the effectiveness of such protection.
- ~~B. Lessor agrees to remove snow from roadways in a suitable time after a snowfall.~~
- C. The Lessee will maintain any structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. Should Lessor determine the area to be offensive the Lessor may request that the area be surrounded by a fence or wall to keep said area screened from the public view. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- D. The Lessee will be responsible for the removal and disposal of all garbage/waste products generated by Lessee.
- E. In the event of fire or any other casualty to structures owned by the Lessee, the Lessee shall either repair or replace the building or remove the damaged building and restore the leased area by the Lessee. The Lessor may grant an extension of time if it appears such extension is warranted.
- F. The Lessor reserves the right to inspect the leased site to confirm compliance with the lease, and applicable local ordinances, codes and State statutes. Inspections will be conducted at agreed upon times and with reasonable advance notice.
- G. The Lessor reserves the right to further develop or improve the landing areas of the airport as it sees fit, regardless of the desires or view of the Lessee, and without interference or hindrance.

If the aforesaid development of the airport requires the relocation of the Lessee the Lessor agrees to provide a compatible location and agrees to relocate all buildings or provide similar facilities for the Lessee at no cost to the Lessee. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance.

- H. The Lessee will be held responsible for any damages or contamination of the leased site. The Lessee is responsible for hazardous substance disposal and contamination cleanup.

10. DEFAULT.

- A. Failure on the part of the Lessee, with the exception of the death or disability of the Lessee, to pay the rent hereunder within thirty (30) days after the same shall become due shall authorize the Lessor, at its option and without legal proceeding, to declare this lease void, cancel the same, and re-enter and take possession of the premises. In this event, Lessee shall have thirty (30) days to remove the building and all appurtenances thereto belonging to the Lessee or the property shall be considered abandoned. This is in addition to any other remedy Lessor has available under Wisconsin law. During the thirty (30) days allowed Lessee to remove the building at either the normal end or termination of the lease, the Lessee will continue to pay rent.
- B. If the Lessee shall leave any property other than the building on the premises for over 30 days after vacating or abandoning the property, Lessor shall have the right to dispose of the property as provided by law.
- C. If Lessee shall violate any of the restrictions in this lease, or shall fail to keep any of its covenants after written notice to cease such violation and shall fail to correct such violation within thirty (30) days, the Lessor may, if it so elects, terminate the same and take possession of the premises, removing Lessee with such force as is reasonably necessary.

11. TERMINATION. In consideration of the agreements contained herein, at the termination of this lease agreement, on or before December 31, 2029, Lessee at his/her option shall have the right to elect either of the following:

- A. To remove any building and any equipment and attachments hereto, from Lessor's property in the Industrial Zone. Any expenses of removal, including removal of all debris, shall be the obligation of the Lessee. Lessee shall restore Lessor's property to its original condition. The removal of the building, equipment and attachments and restoration of the property shall occur within sixty (60) days, during which time the Lessee shall continue to pay rent.
- B. To enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property.

12. SUBORDINATION. This lease shall be subordinate to the provisions of any existing or future agreement between the Lessor and the United States or the State of Wisconsin relative to the operation or the 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.

IN WITNESS WHEREOF, the parties hereunto have executed this agreement the day and year written below.

Lessee

By: 

Date: 6/17/2020

TOWN OF LA POINTE, Lessor

By: _____

Town Chairperson

Date: _____

Attest: _____

Town Clerk

Dorgene Goetsch

From: Lisa Potswald
Sent: Tuesday, June 9, 2020 3:34 PM
To: Barb Nelson; Dorgene Goetsch
Subject: FW: Lot 13 - FYI

Hi,

Just fyi below. Don't send him any bill because he has not used the lot - he has kept stuff in a different location while waiting for 13/14 to be completed. I will put termination on the next agenda.

Regards,
Lisa

-----Original Message-----

From: Ben Schram <foreman@townoflapointewi.gov>
Sent: Monday, June 8, 2020 6:24 AM
To: Nick Montano <ember.electric.llc@gmail.com>
Cc: Lisa Potswald <administrator@townoflapointewi.gov>; Paul Wilharm <airport@townoflapointewi.gov>
Subject: RE: Lot 13

Nick,

Sorry to hear about business issues due to the pandemic. We were able to fix the road leading down to your lot last week but have not found time to devote to lots 13 and 14 yet. If you would like to surrender your lease, that is your choice.

I will let Lisa and Paul Wilharm know that your property on 13 and at the Airport will be removed by July 7th.

Thanks,
Ben

-----Original Message-----

From: Nick Montano <ember.electric.llc@gmail.com>
Sent: Sunday, June 7, 2020 4:09 PM
To: Lisa Potswald <administrator@townoflapointewi.gov>; Ben Schram <parksupervisor@townoflapointewi.gov>
Subject: Lot 13

Lisa, Ben & Town Board,

Do to circumstances brought upon my business by the Covid-19 epidemic and because the lot still has not been properly compacted I would like to ask that the lease on that lot be dissolved?

My property can be removed from lot 13 and from airport property by July 7th 2020.

Respectfully,

Nick Montano

