

(5) TB, Michael, Barb, Micaela,
Public

TO: Town Board
FROM: Michael Kuchta *MK*
RE: Town Administrator's Report

DATES COVERED IN REPORT: July 10-22, 2021

1. Accomplished/Completed

- Contractor completed final repair work on Dock expansion on July 13. Project manager and Public Works signed off on the work; I have authorized release of final payment.

2. Coming Up

- Community discussions are scheduled so residents can pursue major topics raised in the Plan Commission's "junk" survey. Sessions are scheduled at Town Hall for Aug. 12, 17 and 21. Each session has a specific theme (in order): 1) Vehicles, 2) Setbacks and Sightlines, 3) Logistics.

3. Town Board Agenda – Information/Comments

- Airport. You have a separate memo on leases.
- Committees and Boards
 - **Library Board.** Your vote is to approve the motion to hire Vanessa Sowl as a substitute Recreation Program Assistant. Her hiring will make it less likely that the program will need to cancel activities on any given day if one of the regular assistants is absent.
 - **Energy Committee.** Your vote is to authorize the committee to apply for a Critical Infrastructure Microgrid Grant from the state Office of Energy Innovation. The application would seek up to \$100,000 for a feasibility study of creating a self-sustaining microgrid (or grids) connecting solar arrays and battery storage to key island infrastructure, such as the Airport, Clinic, Dock, Emergency Services Building, Materials Recovery Facility, Public Works complex, School, Town Hall, and Winter Transportation facility. If the application is successful, you would have the opportunity at a later date to approve the actual grant.
- Town Hall Administration.
 - **Town Board Workshop.** On July 13, you committed to scheduling a workshop on two topics: updating the Comprehensive Plan, and offering compensation options for Town employees in lieu of health insurance. If you prefer to schedule this workshop in late afternoon/early evening, the best options seem to be Thursday Aug. 26 or the week of Aug. 30-Sept. 2.
 - **LaPointe Gas contract.** The bid was opened on July 13. Your next steps are to first accept the bid, then approve the contract, pending the vendor supplying documentation of required licensing and insurance.
 - **Text Alerts.** You had discussion July 13 about when to send text alerts to community members who subscribe. This proposal provides guidelines for urgent and no-so-urgent events and situations. The Town utilizes Mozeo; there currently are 404 subscribers; each alert costs 5 cents per text, or about \$20 total each time it is used. We currently have enough in our account for about a dozen alerts before we need to purchase more. We sent 119 alerts in 2019, 20 in 2020, and 21 so far in 2021.
 - **Great Lakes Island Summit.** I request authorization to attend this annual summit. The 2021 summit is Oct. 3-5 at South Bass Island, Ohio, in Lake Erie. Registration is \$100; lodging at

the summit hotels (three nights) would be up to \$310; mileage would be \$845 (1,510 miles round trip); per diem would \$220 (4 travel days) additional lodging en route would be \$192 (2 nights). Total estimated cost: \$1,667, plus ferry fees.

- **Emergency Services.** You have a separate memo on the Emergency Services Building.
- **New Agenda Items.**
 - **Dust Abatement.** Public Works would like to contract with an outside vendor to apply 18,000 gallons of calcium chloride solution to heavily traveled stretches of North Shore, Benjamin, Schoolhouse, and Snowplace. (This is the same treatment used on gravel roads in 2019.) However, because of the cost of the contract – over \$20,000 – state statute requires at least 7 days’ notice about the proposed purchase. The Town Clerk was able to legally post public notice on July 23. That means the Town Board can approve the purchase as soon as this Friday, July 30. We ask you to schedule a special Town Board meeting on that day; if you approve the purchase, the vendor says it could apply the treatment next week.

4. Follow Up on Previous/Ongoing Projects

- **Committees.**
 - **Affordable Housing Advisory Committee** met July 19, for first time since February. Members reviewed the Chequamegon Bay Regional Housing Survey Report from UW Extension. Consensus is that the report provides only limited insight to housing challenges on Madeline Island. In response, committee members hope to explore specific areas and gather concrete data that can be used to pursue funding and appropriate initiatives. They will begin with workforce housing by having one-on-one conversations with island businesses before the end of summer.
 - **Public Arts Committee** continues to work out logistics of the Gateway sculpture and installation. Current preference is to have La Pointe Center handle all fundraising and logistics to acquire and install the sculpture, then donate it to the Town. It is possible it will be easier for the sculpture to be installed before official transfer of the Russell land to the Town. The committee is also considering recommending a joint dedication event.
- **Land donation from Russells.**
 - Deed language is in final drafting stage. As mentioned above, logistics of the Gateway sculpture may influence timing of the transfer.

5. Grant Report

- No updates at this time.

6. Lawsuits/Legal Issues

- Town Board members will receive updates in closed session.

7. Comments/Other Information

- The Ashland/Bayfield County meeting of the Wisconsin Towns Association meets Monday evening, July 26. I intend to attend, though I will have to stay overnight on the mainland.
- The Wisconsin Commercial Ports Association meets in Washburn Aug. 5-6. I hope to be able to attend at least one of the half-day sessions.

(5) TB, Michael, Boals,
micucla, Ben, Public

MEMO

To: Town Board

From: Michael Kuchta, Town Administrator MK

Re: Airport leases

July 22, 2021

Industrial lot leases.

After following the protocol you approved on July 13, we approached applicants on the waiting list, in chronological order of their request. Their paperwork is complete and on file. Your vote is to approve these new leases.

- Industrial Lot #13. Lease with Tom Nelson. (Note the addendum that modifies the expiration date to Dec. 31, 2030. This correction complies with language stating that leases "shall be for a maximum period of ten (10) years.")
- Industrial Lot #14. Lease with Robert Teisberg.

Hangar leases.

For your information: On July 13, you approved a lease for Hangar 9A. After the meeting, staff realized the lease did not comply with the existing practice of scheduling expiration dates for Dec. 31. We changed the date and notified the lessee, who signed off on that technical correction.

RECEIVED

JUL 23 2021

dy

(5)TB, Michael, Barb, Micaela,
Ben, Carol, Public

INDUSTRIAL ZONE LOT LEASE

TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this 13 day of July, 2021 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 Robert Teisberg address PO BOX 160 city La Pointe, state WI zip code 54850, telephone number 715-292-2512 email address robert@ancientwood.com hereinafter referred to as the Lessee.

ancientwood.com

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 # 14. The term of this lease shall be for a maximum period of ten (10) years, commencing on 7-14-21 and ending on December 31, 2030. 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 the rental charge as per the current year's Fee Schedule 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

RECEIVED

208

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.

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, 20____, 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: 7.13.21

TOWN OF LA POINTE, Lessor

By: _____

Town Chairperson

Date: _____

Attest: _____

Town Clerk

(5) TB, Michael, Barb, Micaela,
Carol, Ben, Public

(Original in red folder)

INDUSTRIAL ZONE LOT LEASE
TOWN OF LA POINTE, WISCONSIN 54850

PK

THIS AGREEMENT, made and entered into this 19TH day of JULY, 2021 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 MIDDLE ROAD LITERARY/ARTS SOCIETY, INC. address 274 MIDDLE Rd., PO BOX 222 city LA POINTE state WI zip code 54850, telephone number 715/209-1074, email address phoenix@cheqnet.net hereinafter referred to as the Lessee. 7-15/209-1420

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 # 13. The term of this lease shall be for a maximum period of ten (10) years, commencing on 7-19-21 and ending on December 31, 2031. 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 the rental charge as per the current year's Fee Schedule 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.

\$826⁴²/year PRORATED

SEE EXHIBIT "B" on page 27

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.

3. 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.

APPLIED
FOR

3. 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. SEE 3 PAGE EXHIBIT "A".

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.

3. **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.

3. **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, 2031, 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 Thomas E Nelson TOWN OF LA POINTE, Lessor

By: THOMAS E. NELSON, PRESIDENT By: _____
MIDDLE ROAD LITERARY/ARTS SOCIETY, INC. Town Chairperson

Date: 7 - 19 - 2021

Date: _____

Attest: _____
Town Clerk



MIDDROA-01

TZORN

Exhibit A

CERTIFICATE OF LIABILITY INSURANCE

DATE (MM/DD/YYYY)

7/19/2021

THIS CERTIFICATE IS ISSUED AS A MATTER OF INFORMATION ONLY AND CONFERS NO RIGHTS UPON THE CERTIFICATE HOLDER. THIS CERTIFICATE DOES NOT AFFIRMATIVELY OR NEGATIVELY AMEND, EXTEND OR ALTER THE COVERAGE AFFORDED BY THE POLICIES BELOW. THIS CERTIFICATE OF INSURANCE DOES NOT CONSTITUTE A CONTRACT BETWEEN THE ISSUING INSURER(S), AUTHORIZED REPRESENTATIVE OR PRODUCER, AND THE CERTIFICATE HOLDER.

IMPORTANT: If the certificate holder is an ADDITIONAL INSURED, the policy(ies) must have ADDITIONAL INSURED provisions or be endorsed. If SUBROGATION IS WAIVED, subject to the terms and conditions of the policy, certain policies may require an endorsement. A statement on this certificate does not confer rights to the certificate holder in lieu of such endorsement(s).

PRODUCER Dyste Williams Agency 6466 Wayzata Blvd, #700 Minneapolis, MN 55428-1751	CONTACT NAME: PHONE (A/C, No, Ext): (952) 593-5025	FAX (A/C, No): (952) 593-5028
	E-MAIL ADDRESS: info@dystewilliams.com	
INSURER(S) AFFORDING COVERAGE		NAIC #
INSURED Middle Road Literary Arts Society, Inc. PO Box 222 LaPointe, WI 54850	INSURER A: Burns & Wilcox, Ltd.	
	INSURER B:	
	INSURER C:	
	INSURER D:	
	INSURER E:	
INSURER F:		

COVERAGES

CERTIFICATE NUMBER:

REVISION NUMBER:

THIS IS TO CERTIFY THAT THE POLICIES OF INSURANCE LISTED BELOW HAVE BEEN ISSUED TO THE INSURED NAMED ABOVE FOR THE POLICY PERIOD INDICATED. NOTWITHSTANDING ANY REQUIREMENT, TERM OR CONDITION OF ANY CONTRACT OR OTHER DOCUMENT WITH RESPECT TO WHICH THIS CERTIFICATE MAY BE ISSUED OR MAY PERTAIN, THE INSURANCE AFFORDED BY THE POLICIES DESCRIBED HEREIN IS SUBJECT TO ALL THE TERMS, EXCLUSIONS AND CONDITIONS OF SUCH POLICIES. LIMITS SHOWN MAY HAVE BEEN REDUCED BY PAID CLAIMS.

INSR LTR	TYPE OF INSURANCE	ADDL SUBR INSD WVD	POLICY NUMBER	POLICY EFF (MM/DD/YYYY)	POLICY EXP (MM/DD/YYYY)	LIMITS
A	<input checked="" type="checkbox"/> COMMERCIAL GENERAL LIABILITY <input type="checkbox"/> CLAIMS-MADE <input checked="" type="checkbox"/> OCCUR GEN'L AGGREGATE LIMIT APPLIES PER: <input checked="" type="checkbox"/> POLICY <input type="checkbox"/> PRO-JECT <input type="checkbox"/> LOC OTHER:		CIP356865	11/7/2020	11/7/2021	EACH OCCURRENCE \$ 1,000,000 DAMAGE TO RENTED PREMISES (Ea occurrence) \$ 100,000 MED EXP (Any one person) \$ 5,000 PERSONAL & ADV INJURY \$ 1,000,000 GENERAL AGGREGATE \$ 2,000,000 PRODUCTS - COMP/OP AGG \$ 2,000,000 \$
	AUTOMOBILE LIABILITY <input type="checkbox"/> ANY AUTO OWNED AUTOS ONLY <input type="checkbox"/> SCHEDULED AUTOS <input type="checkbox"/> HIRED AUTOS ONLY <input type="checkbox"/> NON-OWNED AUTOS ONLY					COMBINED SINGLE LIMIT (Ea accident) \$ BODILY INJURY (Per person) \$ BODILY INJURY (Per accident) \$ PROPERTY DAMAGE (Per accident) \$ \$
	<input type="checkbox"/> UMBRELLA LIAB <input type="checkbox"/> OCCUR <input type="checkbox"/> EXCESS LIAB <input type="checkbox"/> CLAIMS-MADE DED RETENTION \$					EACH OCCURRENCE \$ AGGREGATE \$ \$
	WORKERS COMPENSATION AND EMPLOYERS' LIABILITY <input type="checkbox"/> ANY PROPRIETOR/PARTNER/EXECUTIVE OFFICER/MEMBER EXCLUDED? (Mandatory in NH) If yes, describe under DESCRIPTION OF OPERATIONS below	Y/N	N/A			<input type="checkbox"/> PER STATUTE <input type="checkbox"/> OTH-ER E.L. EACH ACCIDENT \$ E.L. DISEASE - EA EMPLOYEE \$ E.L. DISEASE - POLICY LIMIT \$

DESCRIPTION OF OPERATIONS / LOCATIONS / VEHICLES (ACORD 101, Additional Remarks Schedule, may be attached if more space is required)

CERTIFICATE HOLDER

CANCELLATION

Town of La Pointe
240 Big Bay Road
P.O Box 270
La Pointe, WI 54850

SHOULD ANY OF THE ABOVE DESCRIBED POLICIES BE CANCELLED BEFORE THE EXPIRATION DATE THEREOF, NOTICE WILL BE DELIVERED IN ACCORDANCE WITH THE POLICY PROVISIONS.

AUTHORIZED REPRESENTATIVE

7.17.21 → 12.31.21

MH Rd LA, Inc.

PRORATED
RENTAL CHARGE
LOT #13

0.0*
0.0*
\$ 825.42 ÷
365 =
\$ 2.261643335
/day
0.0*

0.0*
156.0*
2.2616439 =
375.25128874*

\$377.00

13.0+
JUN → 31.0+
30.0+
OCT → 31.0+
30.0+
DEC → 31.0+
=
156.0*

0.0*
156.0*
\$ 2.27 =
\$ 375.82*

EXHIBIT
"B"

Circle K United 1-800-910-0488 www.circlek.com

MIDDLE ROAD LITERARY/ARTS SOCIETY INC.
DBA TOM'S BURNED DOWN CAFE TM
PH. 715-747-6100 &/OR 6122
274 MIDDLE RD, BOX 222
LA POINTE, WI 54850

751041880

9253

7.17.21

PAY TO TOWN OF LA POINTE \$377.00
the order of
THREE HUNDRED SEVENTY SEVEN DOLLARS

3REMER BANK 166 DAYS
1-800-908-BANK (2286) PRORATED
3REMER.COM 2021 RENT

for LOT #13 - AIRPORT INDUSTRIAL Thomas E. [Signature]

[Redacted area]

Addition to Industrial Zone Lot Lease
Lot 13

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

Michael Kuchta

From: phoenix <phoenix@cheqnet.net>
Sent: Monday, July 19, 2021 2:38 PM
To: Michael Kuchta; Thomas Nelson
Subject: Re:Final Final Paperwork - Industrial lot #13 lease from TOWN OF LA POINTE, WI 54850

2:45pm Monday 7/19/2021

Micheal Kuchta - La Pointe TA;

re: Lease end date oversight clarification is now in corrected form!

How about this?

Please take this eMail as my formal written permission and request for you to (AND PLEASE DO) make the below described correction of the lease end date. Please attach this page of this eMail to the Lease as an addenda or Exhibit. Any Judge would call this "a defect that cures itself". It is of no legal consequence. Of course you are correct, but, the wording of the end date supersedes the numeral.

I understand that my lease expires in less than ten years & that date is 12/31/2030.

Feel free to tell anyone you meet that you found that I could not even count to 10.

This electronic document shall have the full force and effect as if it had my LIVE SIGNATURE.

Thomas E. Nelson, President
Md Rd L/A Society, Inc

On 2021-07-19 13:54, Michael Kuchta wrote:

> Tom,
> A clarification: You wrote in the incorrect end year for the lease.
> The language states leases "shall be for a maximum period of ten (10)
> years..." Because our policy is that all leases end on Dec. 31, that
> would make 2030 the latest year your lease could expire. Otherwise,
> because your lease starts in mid-year, it would be longer than 10
> years.
> Do you want to stop into Town Hall and initial the corrections on
> Pages 1 and 5? Our would you prefer that I scan and email those
> corrections to you?
>
> Also, just to verify: we did receive your certificate of liability
> insurance.
>
> Michael
> -----Original Message-----
> From: phoenix <phoenix@cheqnet.net>
> Sent: Sunday, July 18, 2021 8:56 PM
> To: Michael Kuchta <administrator@townoflapointewi.gov>; Thomas Nelson

RECEIVED
JUL 19 2021

Initial: *dey*

(5) TB, Michael, Barb, Micaela,
Lauren, Public

Date: July 22, 2021

To: Town Board

From: Dorgene Goetsch, Clerical Assistant

**RE: Library Board Appointments
Agenda Item for the July 27, 2021 Town Board Meeting**

- The following Library Board terms expire 6/30/2021.
 - Al Wyman - Al is **not** interested in serving another 3-year term
 - Max Imholte - Max is **not** interested in serving another 3-year term
 - Micaela Montagne - Micaela is interested in serving another 3-year term
- I posted sign-up sheets from 5/13/21 to 6/10/21 and 6/24/21 to 7/9/21.
The following people submitted Applications to Serve on a Board or Committee
 - Katie Sanders
 - Irvin Snider
 - Lisa Potswald
 - Kathleen (Ginge) Anderson
- The Library Board, at their July 20, 2021 meeting, recommended appointing the following members for terms ending June 30, 2024
 - Micaela Montagne
 - Katie Sanders
 - Lisa Potswald
- Supporting documents are attached.
- I am waiting her hear on any delinquent taxes, utilities or assessments.

CURRENT LIBRARY BOARD

3 Year Terms, 7 Members

PURPOSE: That said first Library Board and all successor boards shall have all the authority, rights and powers granted by law and shall be subject to all of the duties and obligations required by law with respect to Public Libraries.

MEMBERS:

Al Wyman
 Ralph "Max" Imholte
 Micaela Montagne
 Keith Ryskoski, Vice-President
 Peggy Ross
 Marilyn Hartig
 Cynthia Mueller

TERM ENDING:

June 30, 2021
 June 30, 2021
 June 30, 2021
 June 30, 2022
 June 30, 2022
 June 30, 2023
 June 30, 2023



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to the Town Hall, PO Box 270 or email to clerk@townoflapointewi.gov

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

- Zoning Board of Appeals*
Madeline Island Public Library Board
Town Plan Commission*
Affordable Housing Advisory Committee
Public Arts Committee

- Energy Committee
Board of Review Alternate*
Community Awards Committee
Winter Transportation Committee
Election Officials*

Other:
*Members receive compensation for meeting attendance

2. Personal Information

Katie Sanders
Name

5/28/2021
Date

PO Box 565, LaPointe, WI 54805
Mailing Address

Phone (Daytime) Phone (Evening) Email Address

Town Resident? Full-time Part-time Other

3. Have you served on any other Town boards/committees in the past? YES NO x

If yes, what boards or committees?

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?
As a new member of the community I'd like to be involved in the process of building a sustainable place to live

5. Why would you be an asset to the board(s)/committee(s) you have selected above?

I am completing a MLIS degree this summer and would be an asset to the leadership of the library board. As a person moving to the island and encountering the significant barriers to finding living space, I can lend a voice to the housing workgroup that may have some recent and useful experience.

K. Sanders
Print Name

Signature

5/28/21
Date



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to the Town Hall PO Box 270 or email to clerk@townoflapointewi.gov

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

- Zoning Board of Appeals*
- Madeline Island Public Library Board
- Town Plan Commission*
- Affordable Housing Advisory Committee
- Public Arts Committee

- Energy Committee
- Board of Review Alternate*
- Community Awards Committee
- Winter Transportation Committee
- Election Officials*

Other: _____
*Members receive compensation for meeting attendance

2. Personal Information

IRVIN SNIDER 6/7/1935
Name Date

PO BOX 399 La Pointe WI 54850
Mailing Address

Phone (Daytime) _____ Phone (Evening) _____ Email Address _____

Town Resident? Full-time Part-time _____ Other _____

3. Have you served on any other Town boards/committees in the past? YES _____ NO X

If yes, what boards or committees?

NONE

RECEIVED

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?

COMMUNITY SERVICE

5. Why would you be an asset to the board(s)/committee(s) you have selected above?

MY LIFE EXPERIENCE, EDUCATION, INTEREST, ET AL.

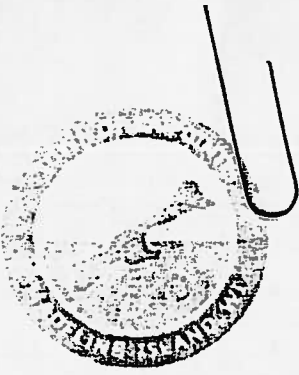
cc from M.K.

IRVIN SNIDER
Print Name

[Signature]
Signature

6/9/2021
Date

Delivered to Town Hall by hand 6/9/2021



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to the Town Hall, PO Box 270 or email to clerk@townoflapointewi.gov

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

- Zoning Board of Appeals*
- Madeline Island Public Library Board
- Town Plan Commission*
- Affordable Housing Advisory Committee
- Public Arts Committee
- Energy Committee
- Board of Review Alternate*
- Community Awards Committee
- Winter Transportation Committee
- Election Officials*

Other: _____
*Members receive compensation for meeting attendance

2. Personal Information

Lisa Potswald 6/18/21
 Name Date

PO Box 645, La Pointe WI 54850
 Mailing Address

Phone (Daytime) _____ Phone (Evening) _____ Email Address _____

Town Resident? Full-time Part-time _____ Other _____

3. Have you served on any other Town boards/committees in the past? YES _____ NO X _____

If yes, what boards or committees?

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?
I am very interested in the MIPL continuing its success and I would like to be a part of the community center planning.

5. Why would you be an asset to the board(s)/committee(s) you have selected above?
I worked in a university library for five years and supervised library operations in a different community. I am also very familiar with the MIPL operations.

Lisa Potswald
Print Name

Lisa Potswald Digitally signed by Lisa Potswald
Date: 2021.06.18 08:23:05 -0500
Signature

6/18/2021
Date



TOWN OF LA POINTE, MADELINE ISLAND

Application to Serve on a Board and/or Committee

Complete and return to the Town Hall, PO Box 270 or email to clerk@townoflapointewi.gov

1. Please select the board and/or committee that you wish to be considered for appointment to (you may select more than one)

- Zoning Board of Appeals*
Madeline Island Public Library Board
Town Plan Commission*
Affordable Housing Advisory Committee
Public Arts Committee

- Energy Committee
Board of Review Alternate*
Community Awards Committee
Winter Transportation Committee
Election Officials*

X LIBRARY BOARD

Other:
*Members receive compensation for meeting attendance

2. Personal Information

Name: KATHLEEN (GINGE) ANDERSON Date: 7-6-21

Mailing Address: 4490 EASTWOOD RD MNTKA, MN 55345

Phone (Daytime) Phone (Evening) Email Address

Town Resident? Full-time Part-time Other

3. Have you served on any other Town boards/committees in the past? YES NO X

If yes, what boards or committees?

4. What are your reasons for seeking an appointment to the board(s)/committee(s) you have selected above?

BECAUSE I ADORE AND GREATLY VALUE THE LIBRARY AS A SIGNIFICANT ASSET

5. Why would you be an asset to the board(s)/committee(s) you have selected above?

BACKGROUND AS AREA OF HISTORIC PRESERVATION CREATIVE THINKER, BOOK LOVER, HISTORIAN (AMATEUR)

Print Name: KATHLEEN ANDERSON Signature: [Handwritten Signature] Date: 7-6-21

RECEIVED 8/20/21 d4 Council from MM

(5)TB, Michael, Barb,
micaelo, Public

Date: July 22, 2021
To: Town Board
From: Dorgene Goetsch, Clerical Assistant
Re: Appoint member to the Public Arts Committee, Term ending July 31, 2023.
Agenda item for the July 27, 2021 Town Board Meeting

The following terms on the Public Arts Committee will expire on July 31, 2020:

- Charles Meech** – Charlie did not respond to my request to serve another term
- Tim Sullivan** – Tim did not respond to my request to serve another term
- Robin Trinko Russell** – Robin indicated she would serve another term.

I posted for members needed from 7/1/21 to 7/22/21.
No one has signed up or turned in an Application to Serve on a Committee or Board.

At the 7/7/21 Public Arts Committee meeting the committee made a recommendation to the Town Board to reappoint Robin Trinko Russell to the Public Arts Committee.

I will continue to post for members needed along with other committee openings.

Thank you

CURRENT PUBLIC ARTS COMMITTEE MEMBERS

Committee formed at June 26, 2018 Town Board Meeting.
8 Members appointed at September 11, 2018 Town Board Meeting.
Bylaw approved at January 9, 2019 Public Arts Committee Meeting and January 22, 2019 Town Board Meeting
Up to 9 members. Staggered 2-year terms beginning August 1 terminating July 31.

<u>MEMBER:</u>	<u>ADDRESS:</u>	<u>TERM EXPIRES:</u>
Charles Meech	P.O. Box 317	July 31, 2021
Tim Sullivan	P.O. Box 715	July 31, 2021
Robin Trinko Russell	P.O. Box 246	July 31, 2021
Mary Whittaker	P.O. Box 627	July 31, 2022
Peg Bertel	P.O. Box 87	July 31, 2022
Susan Sabre, Chair	P.O. Box 416	July 31, 2022
Sally Brown	P.O. Box 130	July 31, 2022
OPEN		
OPEN		

(5) TB, Michael, Barb, Mikada,
Carol, Public

2021 Town Board Budget Condensed Summary Report - Approved 12/23/2020

REVENUES:

Includes Amend #1

	Approved 2021 budget	2021 Actual -June 2021	2021 Budget Remaing	2020 Actual -June 2020
Taxes:	\$ 1,946,177	\$ 1,052,704	\$ 893,473	\$ 1,093,639
Intergovernl Revenues:	\$ 167,274	\$ 97,052	\$ 70,222	\$ 869,487
Licenses & Permits:	\$ 32,041	\$ 27,517	\$ 4,524	\$ 23,228
Fines/Forfeitures:	\$ 3,575	\$ 1,800	\$ 1,775	\$ 1,030
Public Services Chrgs:	\$ 441,134	\$ 294,564	\$ 133,725	\$ 209,862
Intergovernl Chrgs:	\$ 173,900	\$ 86,844	\$ 87,056	\$ 93,175
Misc. Revenue:	\$ 110,785	\$ 73,321	\$ 76,393	\$ 202,582
Other Fin. Sources:	\$ 706,341	\$ 700,000	\$ 1,303,479	\$ 1,111,456
TOTAL REVENUES:	\$ 3,581,227	\$ 2,333,802	\$ 2,570,647	\$ 3,604,459
	0	0	0	0

EXPENDITURES

	Approved 2021 budget	2021 Actual -June 2021	2021 Budget Remaing	2020 Actual -June 2020
General Government	\$ 602,471	\$ 248,392	\$ 385,641	\$ 237,093
Public Safety:	\$ 639,931	\$ 258,098	\$ 394,141	\$ 310,180
Public Works:	\$ 824,657	\$ 331,555	\$ 506,457	\$ 328,221
Health & Human Services:	\$ 38,662	\$ 5,938	\$ 32,725	\$ 4,522
Culture, Parks & Rec:	\$ 399,373	\$ 150,491	\$ 248,882	\$ 154,313
Conservation & Devel:	\$ 45,355	\$ 15,135	\$ 31,047	\$ 15,841
Capital Outlay:	\$ 478,237	\$ 1,102,512	\$ 640,895	\$ 489,544
Debt Service:	\$ 494,940	\$ 241,491	\$ 253,450	\$ 572,639
Other Financing Needs:	\$ 57,600	\$ -	\$ 57,600	\$ -
TOTAL EXPENDITURES:	\$ 3,581,227	\$ 2,353,612	\$ 2,550,837	\$ 2,112,353
	0.00	0.00	0.00	0.00

RECEIVED
TOWN BOARD
JUL 23 2021
Carol, Public

2021 Town Board Designated Funds Breakdown

	<u>Jun-21</u>	<u>May-21</u>	<u>CHANGE</u>	<u>2021 Budgeted Yr end Bal</u>
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	14,920	9,621	5,299	11,645
Town Administration/Cell Tower	500,022	500,010	12	500,240
			<i>+ Interest</i>	
Public Arts Committee	0	0	0	40,000
ZONING (Fire # Project)	34,362	34,362	0	0
LAW ENFORCEMENT:	7,595	7,595	0	16,544
			<i>+2nd Qtr from Ashland Cty</i>	
FIRE DEPARTMENT:	53,774	54,214	(441)	89,093
			<i>- dress apparel</i>	
AMBULANCE:	24,229	24,327	(98)	41,798
			<i>-lodging for EMI trainees</i>	
ESB RECOVERY FUND (Donations)	600	600	0	0
ESB Ambulance VEHICLE INSURANC	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE	623,576	623,561	15	0
			<i>+interest</i>	
ESB BLDG INSURANCE FUND	0	0	0	0
ESB Insurance Contents	53,280	74,013	(20,733)	0
			<i>-purchases + interest</i>	
PARKS:	44,971	40,519	4,452	46,733
			<i>+interest, bench donation+ donations</i>	
REC CENTER: General Recreation Center, Softball fund	5,495	5,494	0	5,491
CEMETERY FUND	9,241	9,241	0	4,109
			<i>+ interest, yrly maint from DSACF</i>	
WINTER TRANSPORTATION FUND:	20,905	20,904	1	27,388
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	96,977	92,239	4,738	74,446
			<i>+ interest, donations-program costs</i>	
TOTAL DESIGNATED FUNDS:	1,496,815	1,508,057	(11,242)	\$857,577

2021 Actuals & Comparisons to 2020 Actuals

Year to Date	June 2021 to June 2020	2021	2020	Change	UP
REVENUES:		\$1,633,802	\$2,493,003		(\$859,201) un-favorable
<i>(excludes Other Financing Sources - borrowing, transferred designated funds)</i>					
All Tax collections (timing)		\$1,052,704	\$1,093,639	(\$40,935)	
Collection % of entire tax roll		56.9%	58.1%		
Transportation aids, state funding		\$72,899	\$57,583	\$15,316	Expenditure Restraint Program
Grants & Reimbursements for 2019 expenses		\$8,851	\$811,904	(\$803,053)	Harbor Grant
BBTP Campground, shelters, NMV		\$140,236	\$98,200	\$42,036	Campground: 2020 COVID
Airport, Docks & Harbor Fees, revenues		\$92,408	\$85,509	\$6,899	
Permits, tickets, licenses, Ambulance		\$35,522	\$33,157	\$2,365	
MRF Fees, sales		\$67,250	\$14,876	\$52,374	
Misc Revenue		\$4,824	\$4,033	\$791	
County & Intermunicipal re-imbursements		\$86,844	\$93,175	(\$6,331)	County H
Misc leases, property sales, interest, contributions		\$52,854	\$167,760	(\$114,906)	ESB Insurance
<i>Bayfield School (windsled), Rural ESB reimbursements</i>					

		2021	2020	Change	UP
EXPENDITURES:		\$2,112,122	\$1,539,714		\$572,408 un-favorable
<i>(excludes Debt Service (borrowing) & Other Financing Uses)</i>					
General Government		\$248,392	\$237,093	\$11,299	
UP Legal Personnel & benefits, Work Comp & Gen Insurance					un-favorable
DOWN Computer/Web-site, Room tax payout					
Law Enforcement		\$140,278	\$159,676	(\$19,398)	favorable
UP CODY expense, insurance, uniforms, training					
DOWN Personnel & benefits, supplies, vehicle					
Fire Dept.		\$46,492	\$73,027	(\$26,535)	favorable
UP: Equipment purchases, repairs & maintenance, Compensation/CEUs, ice rescue					
DOWN truck maintenance, fire supplies (2020 grant purchases)					
Ambulance Service		\$71,328	\$77,477	(\$6,149)	favorable
UP Insurance, unemployment, education, directors expense, equip repairs					
DOWN Utilities, Compensation, supplies, bldg, length of service					
Roads		\$203,080	\$203,504	(\$424)	favorable
UP Ice Road, Winter Transport/Ice Road					
DOWN Fuels, parts, subs					
Airport		\$20,786	\$19,674	\$1,112	un-favorable
UP TV145 equipment repairs, maintenance (CARES Grant expenses)					
DOWN Insurance (2020 timing), utilities					
DOCK/HARBOR		\$5,144	\$14,471	(\$9,327)	favorable
UP Town labor					
DOWN Admin/Engineering					
CEMETERY		\$3,689	\$2,850	\$839	un-favorable
UP Chapel Expenses (some will be off-set by Michael chapel maint fund), added Sextons					
DOWN General expenses					
MRF		\$102,544	\$90,572	\$11,972	un-favorable
UP - Town Labor, self-hauling expenses, SW & Recycling hauling					
DOWN Personnel insurance, MRF Facility costs, equip repairs					
Library		\$77,340	\$91,215	(\$13,875)	favorable
MI Public Library Board handles					
Parks		\$70,184	\$61,694	\$8,490	un-favorable
UP Unemployment, general expenses, vehicle, BBTP					
DOWN Labor & benefits some shifted to Roads					
Recreation Center		\$2,966	\$1,404	\$1,562	un-favorable
UP Insurances, utilities					
DOWN					
ZONING & PLANNING		\$15,135	\$15,841	(\$706)	favorable
UP ad hoc committees, personnel					
DOWN Vehicle disposed					
Capital Outlays		\$1,102,512	\$489,544	\$612,968	un-favorable
UP Purchases, improvements					
2021 Town Hall Painting & flooring	\$30,336				
2021 Ambulance 2019/2020 Mercedes LED Lighting	\$2,475				
2021 Rds Equipment (Steamer)	\$10,427				
2021 Town dock improvement Project	\$101,499				
2021 Town dock Passenger Shelter	\$321				
2021 MRF Hauling Truck	\$54,412				
2021 Rec Center Bathrooms remodel	\$602				
2021 MRF Building Improvements	\$14,616				
2021 Library exterior painting	\$4,312				
Capital Before ESB Project	\$219,000				
2021 ESB Site Construction	\$777,711				
2021 ESB Site Architect/Engineering	\$324,801				

(5) TB, Michael Baub, Michael,
Ben, Public

CONTRACT FOR SERVICES

This contract for services is made and entered into between the Town of La Pointe in Ashland County, Wisconsin, (the "Town") and LaPointe Gas Inc. (the "Contractor").

RECITALS

WHEREAS, the Town desires to obtain the services described herein; and

WHEREAS, the Contractor represents to the Town that it has the expertise, knowledge and experience necessary to properly perform this contract according to its terms and that it is ready, willing and able to do so,

NOW, THEREFORE, in exchange for the valuable consideration set forth herein, the Town and the Contractor hereby agree as follows:

1. Description of Services. The Contractor will, in accordance with the terms and provisions set forth herein, provide the Town with the following services:

- A. Purchase, delivery, and fill of liquefied petroleum gas to 1,000-gallon propane tanks and 500-gallon propane tanks.

Such services will be provided at:

- Big Bay Town Park, 2305/2306 Big Bay Road (1 tank)
- Snow Removal Equipment building (SRE), 797 Big Bay Road (5 tanks)
- Roads shop, 795 Big Bay Road (3 tanks)
- Old County Garage, next to 795 Big Bay Road (1 tank)
- Airport, 793 Big Bay Road (1 tank/generator)
- Emergency Services Building, 320 Big Bay Road (5 tanks)
- Winter Transportation Terminal, 318 Big Bay Road (2 tanks)
- Community Clinic, 241 Big Bay Road (2 tanks)
- Town Hall, 240 Big Bay Road (2 tanks)
- Library, 249 Library Street (3 tanks)
- Recreation Center, 295 Middle Road (1 tank)

Town will monitor levels and will notify Contractor before levels decline to 20%. Contractor shall fill all tanks to at least 80% within one week before ferry boats stop running.

Contractor will not be responsible for the accuracy of tank gauges or failure of equipment that are owned by the Town.

RECEIVED
JUN 23 2021
Initial ds

Contractor agrees to perform the Services to the satisfaction of the Town during the term of this Agreement, using professional care and skill and its best efforts to render the services and provide the deliverables identified.

2. Payment. In exchange for the Contractor providing the Town with the purchase, delivery and fill of liquefied petroleum gas, the Town will pay the Contractor the sum of \$2.11 per gallon. No additional fees – such as hazmat fees, inspection fees, surcharges, disposal fees, or ferry fees – will be paid by the Town. The same rates will apply if new facilities are added during the length of the contract.

The Town will issue the Contractor a Sales and Use Tax Exemption Certificate.

The Town shall pay the Contractor upon receiving a proper invoice. Payment will be made within 30 days of receiving the invoice, following approval at the closest Regular Town Board Meeting.

3. Dates of Service. The services provided for herein shall be provided between July 1, 2021 and June 30, 2022. This term may be extended by written agreement of the Town and Contractor if the rate is either equal to or less than the contracted rate.

4. Reimbursement for Expenses. Along with its invoice, Contractor may seek reimbursement for actual, reasonable, out-of-pocket expenses incurred in connection with performing this Contract, if the Town agreed to those reimbursements in advance. To qualify, reimbursements must be supported by adequate receipts and documentation, as requested by the Town.

5. Independent Contractor. Contractor is an independent contractor and is solely responsible for maintenance and payment of any and all taxes, insurances and the like that may be required by federal, state or local authorities. Contractor agrees that it is solely responsible for payment of income, social security, and other employment taxes that are due to the proper taxing authorities; the Town will not deduct such taxes from any payments to the Contractor.

Contractor is not the Town's agent or representative, and has no authority to bind or commit the Town to any agreements or other obligations.

6. Workmanlike Manner. The services provided by the Contractor shall be provided in a workmanlike manner consistent with the terms and provisions of this contract.

7. Warranty. The Contractor warrants that:

- a) All services it provides pursuant to this contract will be performed in accordance with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and
- b) Any project or work of improvement the Contractor works on pursuant to this contract will comply when it is completed with all applicable federal, state and local laws, rules, regulations, codes and ordinances; and

- c) In the event it is determined that the Contractor has breached this warranty, the Contractor will promptly, upon being notified of such breach, immediately correct and cure the breach.

8. Compliance with Regulations. The Contractor will provide the Town with a legible copy of each license, certificate and permit which has been issued to the Contractor evidencing that the Contractor is authorized by law to provide the services described in this contract prior to starting any work to be performed under this contract. Compliance with this provision is a condition precedent to the performance of this contract.

9. Assumption of Liability. Each party to this contract accepts and assumes and shall be liable and responsible for any and all damages, injuries, deaths, losses, costs, expenses, fees and charges caused by the acts, omissions and negligence of its own directors, officers, members, employees, agents and representatives and any subcontractors and shall protect, defend and hold the other party to this agreement harmless from the same.

Neither party to this contract shall be liable or responsible for the negligence, acts or omissions of the other party or the other party's directors, officers, members, employees, agents or representatives.

10. Hold Harmless. The Contractor covenants that it will protect, defend, indemnify and hold the Town harmless from and against any and all claims, actions and causes of action filed or asserted by any person, entity, governmental unit or department against the Town or its supervisors, officers, employees, agents or representatives, for any damages, injury, death, losses, costs, expenses and fees or charges associated with, related to or arising from any occurrence, accident or incident caused by any negligence, act or omission of the Contractor or its officers, members, employees, agents or representatives in connection with this contract and its performance.

11. Relationship Between Town and Contractor. With respect to this contract, the Contractor shall be an independent contractor in regard to the Town and not an employee of the Town. As such, the Contractor shall, in accordance with §102.07(8)(b) Wisconsin Statutes:

- a) Maintain its business separate and apart from the Town.
- b) Hold a Federal Employer Identification Number for its business or else file a self-employment income tax return with the IRS reflecting its status.
- c) Control the means of performing this contract.
- d) Incur the main expenses related to the services provided under this contract.
- e) Be responsible for the satisfactory completion of the services provided for herein and be liable for a failure to complete the work or service specified herein.
- f) Receive the compensation provided for herein on the basis provided for herein.
- g) Realize a profit or suffer a loss under this contract, depending on how the Contractor performs.
- h) Have continuing reoccurring business liabilities and obligations.
- i) Operate a business, the success or failure of which depends on the relationship between business receipts and expenditures.

12. Proof of Insurance. Within five (5) business days after signing this contract, the Contractor shall file with the Town Clerk written documentation establishing that the Contractor has in effect the following types and amounts of insurance coverage:

- a) Worker's compensation insurance, if applicable.
- b) Liability insurance with limits of at least \$1,000,000 per occurrence.

13. Default; Termination. Either party may terminate this Agreement for material breach on 30 days' written notice to the other party, during which period the breaching party may cure. Additionally, either party may terminate this Agreement for its convenience upon 60 days' prior written notice to the other party. Upon termination, the Town shall promptly pay Contractor for all services rendered and reimbursable expenses incurred up to and including the effective date of termination.

14. No Assignment. Neither party to this contract may assign their rights or obligations under this contract to another, in whole or in part, without prior written consent of the other party. Any assignment or attempted assignment in violation of this provision shall be null and void.

15. Applicable Law; Venue. This contract shall be interpreted under the laws of the State of Wisconsin. Any suit or proceeding relating to this contract shall be venued in Ashland County, Wisconsin.

16. Entire Agreement; Amendment. This contract sets forth the entire understanding and agreement between the parties relating to the subject of this contract and supersedes and replaces any prior discussions, negotiations and agreements, oral or written. This contract may be amended only by a writing signed by the undersigned.

17. Binding Contract. Each of the undersigned states they have read this contract in its entirety, that they understand each of its terms and provisions and that they sign the same freely and voluntarily, intending to be legally bound hereby.

18. Notice. Any notice to either party under this contract shall be in writing and be served either personally or by registered or certified mail addressed as follows:

To the Town:

Administrator
Town of La Pointe
PO Box 270
La Pointe, WI. 54850
administrator@townoflapointewi.gov

To the Contractor:

La Pointe Gas Inc.
c/o Gene Nelson
PO Box 663
La Pointe, WI 54850-0663

IN WITNESS WHEREOF, the undersigned have executed this agreement:

Approved by Town Board (date): _____

The Town of La Pointe (the Town) Board Chair

Signature _____

Date _____

Printed Name _____

Full Legal Name of Contractor

La Pointe Gas Inc. (the Contractor)

Signature _____

Date _____

Printed Name _____

Title _____

RR

(5)TB, Michael, Baub, Micaela,
Ben, Public

USE OF TOWN TEXT ALERTS

Moved:

The Town's text notification account should be used to notify subscribers of:

- a widespread public safety emergency, an urgent public health concern, or a severe weather event
- disruptions in transportation or access (such as closed roads or changes in winter transportation conditions)
- Town Meetings

With authorization of the Town Administrator or a majority of the Town Board, notification may be sent for public hearings, Town-sponsored public meetings, or Town-sponsored events of a general nature. The Town Administrator will authorize users for the account.

DRAFT

RECEIVED

JUL 27 2021

Internet *dg*

July 27, 2021

Treasurer's Cash Summary as of May 31, 2021

(5) TB, Michael, Barb, Micaela, Carol, Public

		Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,238,299.21	\$ 109,684.01	\$ (265,276.45)	\$ 31.09		\$ 11,275.81	\$ 1,094,013.67
Designated	167668	\$ 1,496,830.02			\$ 36.96		\$ (6,822.41)	\$ 1,490,044.57
Sect. 125	3150485	\$ 16,230.18		\$ (2,117.95)			\$ (4,453.40)	\$ 9,658.83
Tax	3142004	\$ 20,865.00			\$ 0.52			\$ 20,865.52
Library Savings		\$300.25						\$ 300.25
Ambulance (Hometown)		\$1,000.00						\$ 1,000.00
Totals		\$ 2,773,524.66	\$ 109,684.01	\$ (267,394.40)	\$ 68.57	\$ -	\$ -	\$ 2,615,882.84

Bank Reconciliation			
Reported Bank Balance	\$ 2,653,110.01	Available Cash	\$ 1,094,013.67
Deposits in Transit	\$ 19,716.16	Tax Transfer	
Interest in transit		Deposits	\$ 44,470.24
Subtotal		Checks	\$ (145,533.37)
Less Outstanding Checks	\$ (56,943.33)	Vouchers	\$ (156,953.20)
Checkbook Balance	\$ 2,615,882.84	Library Vouchers	
		Total Avail. Cking Account	\$ 835,997.34

Treasurer's Report \$ 2,615,882.84
 Variance \$ -

6/30/2020 \$513,648.92

Balanced

Submitted by Carol Neubauer
 13-Jul-21

Accounting Program Totals:	
General Funds	\$ 1,094,013.67
Designated Funds	\$ 1,490,044.57
Tax Account	\$ 20,865.52
Section 125	\$ 9,658.83
Library Savings	\$ 300.25
Ambulance	\$ 1,000.00
TOTAL	\$ 2,615,882.84

Treasurer's Report \$ 2,615,882.84
 Variance \$ -

Balanced

RECEIVED
 JUL 20 2021
 Initial: dg

Donations made by Corporations, Businesses, Foundations

Through 07/15/2021

(5) TB, Michael, Barb,
Micaela, Carol, Public

(Other donation may have been through trusts or foundations, just not receipted that way)

Amount

Purpose

4th of July:

Jun-21 MI Vacations	\$750.00	4th of July celebration
Jun-21 Adventure Vacations	\$500.00	4th of July celebration
Jun-21 Brooks Carpentry	\$500.00	4th of July celebration
Jun-21 MIYC	\$250.00	4th of July celebration
Jul-21 Bremer Bank	\$100.00	4th of July celebration
Jul-21 L & D Trading	\$300.00	4th of July celebration
Jul-21 Norvado	\$200.00	4th of July celebration
Jul-21 Bell Street Global	\$100.00	4th of July celebration
Jul-21 The Pub & The Inn	\$500.00	4th of July celebration
Jul-21 Hawthorne Meeting	\$100.00	4th of July celebration

Recreation Center:

Jul-21 Just For Dads	\$350.00	Use of Rec Center Donation/fee
----------------------	----------	--------------------------------

RECEIVED
JUL 19 2021

Initial dg
from Barb

7/13/2021
Micaela
public

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY JULY 13, 2021
5:30 PM AT TOWN HALL
Draft Minutes**

Town Board Members Present: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson
Staff Present: Town Administrator Michael Kuchta, Public Works Director Ben Schram, Elected Clerk Micaela Montagne
Public Present: Beth Alsgaard
Called to Order: 5:30pm

I. Public Comment A*: None.

II. Town Administrator's Report: Report prepared and presented by Michael Kuchta dated July 9, 2021, placed on file by Unanimous Consent.

III. Open Bids

A. Purchase and Delivery of Liquefied Petroleum Gas/Propane: One bid received from La Pointe Gas for \$2.11/ gallon.

B. Renovations for La Pointe Rec Center/ Bathrooms: No bids received. Motion to repost/ rebid with a due date of August 10, 2021 and a project completion deadline of December 31, 2021, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

IV. Public Works

A. Public Work Director's Report: discussion on dust abatement; some trial material did not work as well as hoped but going to try magnesium chloride in the newly renovated truck. Report prepared and presented by Ben Schram for June 2021 placed on file by Unanimous Consent.

B. Roads, Dock and Harbor

1. Dock Project Updates: final work was completed on 7/13/2021.

2. Resolution #2021-0713 Final Resolution to Levy Special Assessments for Improvements on Big Arns Road & Brians Road: Motion to approve the resolution (which finalizes the special assessments at \$470.23 for 20 years for the 23 parcels), J. Carlson/ S. Brenna, 4 Ayes, 1 Abstain (A. Baxter), Motion Carried.

C. Parks

1. Contract Extension with Nelson Construction Inc for Joni's Beach Stabilization: Motion to approve the contract extension through September 30, 2021, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

D. Materials Recovery Facility (MRF)

1. MRF Report: Report prepared by Marty Curry for June 2021 placed on file by Unanimous Consent.

E. Airport

1. Airport Manager's Report & Checklist: report prepared by Paul Wilharm for June 2021 placed on file by Unanimous Consent.
 2. Gene Nelson Hangar Lease 9A Transfer to Silvertree Ranch LLC: Motion to approve the transfer, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.
 3. Hangar Lease 9A with Silvertree Ranch LLC: Motion to approve the ten-year lease, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.
 4. Opening of Industrial Lots #13, #14 for Leasing: Motion to approve opening up the two lots for leasing as per the memo dated July 8, 2021, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.
 5. Contract for Services with Nelson Surveying for Survey of Gilbert Field: The purpose for the survey is to update all hangar areas as well as all boundaries of industrial lots. Motion to approve the contract, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.
- F. Greenwood Cemetery: Nothing at this time.

V. Committees

A. Planning and Zoning

1. Planning and Zoning Administrator's Report: Report prepared by Rick Gillman dated 6/30/2021 placed on file by Unanimous Consent.

B. Zoning Board of Appeals

1. Appoint Zoning Board of Appeals Chair: Motion to appoint Paul Brummer as chair of Zoning Board of Appeals, G. Carlson/ S. Brenna, 5 Ayes, Motion Carried.
2. Designate a First Alternate and Second Alternate for Zoning Board of Appeals: Glenn Carlson abstains from discussion. Motion to appoint John Carlson as Chair for this agenda item, M. Anderson/ S. Brenna, 3 Ayes, 2 abstain (G. Carlson, J. Carlson), Motion Carried. Motion to have Michael Childers be the first alternate and Bill Fennell the second alternate, J. Carlson/ S. Brenna, 4 Ayes, Motion Carried.
3. Extend Zoning Board of Appeals Member Bill Fennell Term to 6/30/2023: Motion to extend the term of Bill Fennell to 2023 instead of 2022, J. Carlson/ M. Anderson, 5 Ayes, Motion Carried.

C. Community Awards Committee

1. Community Awards Committee Bylaws Revision: Changes to reflect the original intention of the committee in the founding resolution. Members of the committee are to be chosen from various town boards, committees, commissions, department heads, etc. for a short term. Motion to approve the bylaws changes as presented, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

VI. Town Hall Administration

- A. Grant Updates: the grant applied for with Ashland County for Shoreline stabilization on County Highway H is being forwarded on, and there is hope that funds will be received.
- B. Budget Amendment #2021-2: Motion to approve the budget amendment, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
- C. Attachment 'D' to 2021 Compensation Resolution #2020-1223: Motion to approve Attachment D to the 2021 Compensation Resolution, S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.
- D. American Rescue Plan Local Fiscal Recovery Funds for Local Governments: The Town received \$13,659.25 and will receive another \$13,659.25 in 2022. Motion to create a

designated fund for this money and have recommendations from the administrative staff on how to use the funds in the future, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

E. Agenda Policy Revisions: the main change is the deadline for agenda items will be Tuesday noon the week prior to the Town Board meeting. Motion to adopt the revisions, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.

F. Agenda Order Policy Revisions: two drafts presented with some rearrangement. If there are bids to open, that will be placed at the top of the agenda. If there are no items under certain topics, the category does not need to be included in the agenda. Motion to adopt the second draft (with department head reports all on the first agenda of the month, all budget documents on the second agenda of the month), S. Brenna/ A. Baxter, 5 Ayes, Motion Carried.

G. Schedule a Town Board Workshop and Discuss Agenda Items

1. Comprehensive Plan

2. Compensation in Lieu of Health Insurance Benefits

Discussion on including both topics on the next workshop agenda. The Comprehensive plan discussion will be on how the Board want to tackle the project of updating and revising the plan, with the inclusion of the Town Plan Commission, possibly other committees, the public etc. Scheduling will happen at the next meeting.

H. Property Tax Error 2020 Parcel 014-00198-0300 OG Anderson & Nancy Sievers: There was an assessment error for improvements that did not exist. Motion to pay the property owners \$397.53 for taxes overpaid in 2021 (and not go through the chargeback process for other taxing jurisdictions), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

I. Contract Extension with North Country Assessment Services LLC: Motion to approve the contract for another two years (which was the original proposal, but state law would not allow a five-year contract) at the same rate, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

VII. Vouchers: Motion to approve vouchers in the amount of \$156,955.20, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. *[Clerk's Note: an error was made. Bayfield Ace originally presented as \$221:51 should have been \$219.51. Adjusted voucher total is \$156,953.20]*

VIII. Alternative Claims: Motion to approve Alternative Claims for June 2021 in the amounts of \$134,204.24, \$128,192.16, and \$2,376.95 for the Library, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

IX. Minutes

A. Regular Town Board Meeting June 22, 2021: One name correction. Motion to approve voucher with the correction, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

B. Special Town Board Meeting June 24, 2021: Motion to approve minutes as submitted, M. Anderson/ J. Carlson, 4 Ayes, 1 Abstain (A. Baxter), Motion Carried.

X. Police Department

A. Police Chief's Report: There have been many 911 'false alarms' or unintended calls, many due to features on cell phones. Report prepared by William Defoe for June 2021 placed on file by Unanimous Consent.

XI. Emergency Services

A. Fire Chief's Report: Report prepared by Rick Reichkitzer for June 2021 placed on file by Unanimous Consent.

B. Updates on Construction of Emergency Services Building (ESB): still some small finishing things to be done.

C. Final Payment to Berghammer for General Construction of ESB: Motion to approve the final payment to Berghammer for \$12,445.06, M. Anderson/ J. Carlson, 5 ayes, Motion Carried.

Motion to move agenda item XI. D. to after item XIV., S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

XII. Public Comment B:** Beth Alsgaard commented on the ferry line schedule.

XIII. Liquor & Operators' Licenses

A. Non-intoxicating Beverage License

1. Quinn & Zayda's Bakery & Café: Motion to approve, M. Anderson/ J. Carlson, 4 Ayes (S. Brenna out of room), Motion Carried.

B. Operator's Licenses

1. Heather Doubek 2. Amitty Romundstad 3. Briana Sullivan 4. Nicole McNally 5. Romain Burtaux: Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

C. Temporary Class B Beer License

1. La Pointe Center, July 15, 2021 at H. Nelson Rec Center
2. La Pointe Center, July 22, 2021 at H. Nelson Rec Center
3. La Pointe Center, July 29, 2021 at H. Nelson Rec Center
4. La Pointe Center, August 5, 2021 at H. Nelson Rec Center

Motion to approve, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

XIV. Lawsuits & Legal Issues

A. William Defoe vs. Town of La Pointe, Case No. 19CV57: Depositions to be scheduled late July or August.

B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: Nothing.

XI. Emergency Services

D. Community Security Solutions Investigation of Fire Chief

This meeting may, upon duly made motion, be convened in closed session under State Statute 19.85 (1) (c) considering employment, promotion, compensation or performance evaluation data of any public employee over which the governmental body has jurisdiction or exercises responsibility. If the Town Board goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session, S. Brenna/ J. Carlson, all 5 Ayes by roll call, Motion Carried. 6:40pm.

Motion to return to open session, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried. 7:12pm. No action to be taken by the Town Board.

XV. New Agenda Items for Future Meetings: set workshop date, have some money in budget for sending text messages on events and some meetings.

XVI. Adjourn: Motion to adjourn, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 7:15pm.

Submitted by Micaela Montagne, Town Clerk.

DRAFT

(5)TB, Michael Barb, Micaela,
Public

MEMO

To: Town Board

From: Michael Kuchta, Town Administrator *MK*

Re: Emergency Services Building

July 23, 2021

I will be facilitating meetings of Emergency Services leadership, beginning July 27, to work out smoother day-to-day operations and conflicts now that the building is up and running. Emergency Services and Public Works will continue to build a punch list through the end of August of loose ends that need to be finished or corrected, especially while work and materials are still under warranty. I will have primary responsibility for managing interaction among Emergency Services leadership; the Town Facilities Manager will have primary responsibility for the building infrastructure.

RECEIVED

JUL 23 2021

Initials _____

7/19/21 Michael, Barb
Michael, Barb public

MEMO

TO: Town Board
CC: Michael, Barb, public

FROM: Micaela Montagne, Town Clerk

RE: Issuance of Operators Licenses

DATE: July 19, 2021

Wisconsin state statute 125.17: Issuance of operators' licenses states that the governing body shall issue an operator's license to any applicant who is qualified... except that the municipal governing body may by ordinance authorize a designated municipal official to issue operator's licenses.

Do you want to continue up approve operators' licenses at regular Town Board meetings, or would you like to have an ordinance that allows the Clerk to issue without the governing body?

Should you choose the ordinance, I can draft one for a future Town Board meeting. The Board could still receive a list of operators if they would like to see them.

Thanks,
Micaela

RECEIVED
JUL 21 2021
ccj

(5)TB, Michael, Barb, Michael
Ben, Public

MEMO

To: Town Board

From: Michael Kuchta, Town Administrator *MK*

Re: Dust abatement

July 22, 2021

Public Works continues to study different approaches to dust abatement on the Town's gravel roads.

- As you authorized, the County applied a magnesium chloride/beet juice/brine solution to Miller Farm, Sunny Slope, Voyager and Snowplace on July 9.
- The tanker truck the Public Works crew assembled in-house is fully operational.
 - On July 1, the tanker tested a glycerol formula on North Shore, Benjamin, Schoolhouse, Chippewa, Old Fort, and Equasayway.
 - The week of July 12, crews sprayed 42,000 gallons of water to enhance grading operations on North Shore and Schoolhouse.
 - On July 19, crews sprayed 10,000 gallons on Big Arn's and Old Fort to supplement application of 1 ton of calcium chloride granules.
 - On July 22, crews began grading and watering North Shore again.
- For the rest of this season, Public Works is recommending hiring an outside vendor to apply 18,000 gallons of a calcium chloride solution to the most-heavily-traveled stretches of North Shore, Benjamin, Schoolhouse, and Snowplace. (To meet state statutory requirements on public notice, you will have to schedule a special meeting on July 30 or later to approve that contract.)
- Long term, Public Works expects to create a work plan for 2022 that includes purchasing 20 tons of magnesium chloride flakes. Crews will be able to water that into roads when they re-shape and spread new gravel in the spring. Although they believe magnesium chloride is the best option overall, they also believe it will be too time- and labor-intensive to apply it quickly and effectively this summer.

RECEIVED

JUL 23 2021

Special: *dg*