

MEMO

To: Town Board
From: Michael Kuchta
Re: Town Administrator's Report

DATES COVERED IN REPORT: Nov. 5-18, 2021

1. Accomplished/Completed

- **School District of Bayfield.** The district held a community listening session at the La Pointe School on Nov. 6. What I heard as main concerns from Island residents: improving coordination and integration between the mainland and island when it comes to scheduling, activities and having students do more together; improving communication between the district and parents; the need for the district to make a decision on the La Pointe building – whether it is repaired or replaced, just move out of the holding pattern. (I plan to attend a similar community session in Red Cliff on Nov. 20.)
- **Chequamegon Bay Region Housing Report.** I attended a rescheduled workshop in Washburn on Nov. 19. The goal: finalize the regional planning commission's draft report on affordable workforce housing needs in the region. My recommendation: That they use the abundance of available data to identify specific types of housing that the marketplace is not supplying for households in key income or life stage groups – such as specific types of apartments at specific rents, or specific types of starter homes under a specific price.
- **Voyager Lane parcels.** The consultants from Wetlands and Waterways completed their initial assessment of the two parcels being offered to the Affordable Housing Advisory Committee. The initial map suggests that only about 30 percent of the parcels might be buildable. The committee is looking into other potential sites for year-round housing, including identifying Town-owned property that could be considered.

2. Coming Up

- **Budget and Levy.** A public hearing on the proposed budget and the Town Meeting to vote on the proposed levy are scheduled for Monday Dec. 6. As you know, the Town plans to work within the allowable levy limit, which means it would receive about \$22,000 less in property taxes than last year. Barb Nelson and I will be working on the "budget book" for electors.
- **Thanksgiving weekend.** Town Hall will be closed Thursday-Friday, Nov. 25-26.

3. Town Board Agenda – Information/Comments

- **Parks and Recreation Plan.** The Town Plan Commission approved this revised plan on Nov. 3 and submits it to you for your review and adoption. The revisions remove recommendations that have been accomplished, update improvements that are underway, and add current information – most notably, the addition of the Russell land donation.
- **Renewal of Airport Hangar Lease 9.** The current occupant is exercising his option to renew the lease for 10 more years. Lease rates adjust each year based on the rate of inflation. You will set the exact rate for 2022 when you approve the schedule of fees in December.

- **Winter Transportation Cooperative Agreements.** Yes, Glenn already has signed these; that's my fault. I put them in his mail slot, thinking you already had approved these annual agreements. I was wrong. Instead, you get to make it official tonight.
- **ESB.** We are waiting on the final change orders and credits from 5 Star Electric. We anticipate \$1,800 in credits, leaving a final payment of \$3,292.35. If the paperwork is not available tonight, there's always next time.
- **Joint Powers Agreement.** This agreement for emergency police, fire, and ambulance response within Ashland County is up for renewal annually. Your approval continues the agreement through 2022.

4. Follow Up on Previous/Ongoing Projects

- **Fire signs.** Ashland County cancelled the meeting scheduled for Nov. 18. Ric Gillman is trying to reschedule with a different cast of characters for early December.

5. Grant Report

- No updates.

6. Lawsuits/Legal Issues

- **Case 19CV57.** Attorneys for the plaintiff and insurance company hope to schedule an off-the-record discussion on Friday Dec. 10 about the framework of a settlement. The insurance company attorneys are hoping that I and a Town Board member can participate. In the meantime, depositions of the previous town administrator and board chair are scheduled for Jan. 6 and 7 in Ashland.

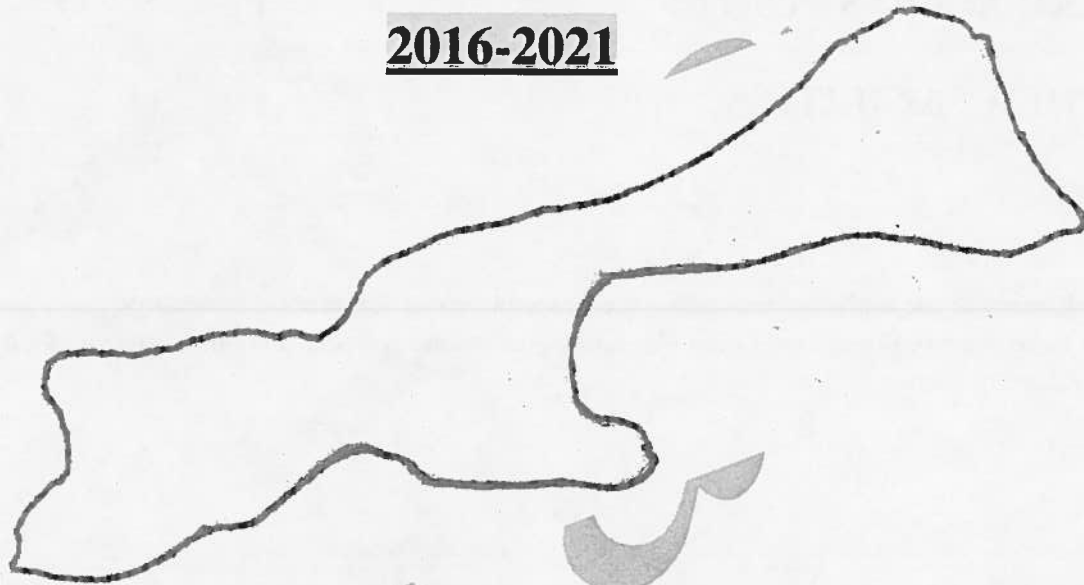
7. Other Information

- **Schoolhouse Road Easement.** The 25-foot easement that the Town approved for driveway access to the property at Schoolhouse and Big Bay roads has been filed.
- **Harmoni Tower.** The company has exercised its option and paid the required \$500 to automatically extend its lease for one year at the site of a proposed wireless tower on MRF property.
- **Budget.** I met with department heads on Nov. 18 to get their feedback and suggestions on this year's budget process. I intend to seek a similar discussion with you.

TOWN OF LA POINTE

PARK AND RECREATION PLAN

2016-2021



Approved by the Town Board on December 8, 2015

Amended and approved by the Town Board

June 11th, 2019

Amended and approved by the Town Board

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- ◇ Letters of the alphabet preceding the descriptions of Recreation Inventory, Lake Access Points and Other Facilities correspond to locations on the Town of La Pointe Zoning map.

INTRODUCTION:

This plan recognizes that the abundance of outdoor recreational opportunities is a main attraction of Madeline Island to its year-round and seasonal residents as well as the many visitors who come here. We need to preserve what we have and develop what we need to meet the recreational needs of residents and visitors alike. The objective of recreation plans should be to encourage development of the Island as a year-round and seasonal residential area, and to make short- and long-term recommendations for maintenance and capital improvements.

The Town of La Pointe has ordained the creation of a "Public Arts Committee". This committee will pursue the placement of art works, paintings, sculptures and other mediums in public areas including Public Parks. This Park and Recreation Plan supports the placement of art in and on Town owned property and the Town Plan Commission works directly with the "Public Arts Committee" for the display and creation of art works in Town Parks.

Because of the long winters and seasonal nature of employment on the Island, winter recreational facilities are especially important to the year-round residents and children as an alternative to other activities. Cross country skiing, ice skating, snowmobiling, snowshoeing and indoor recreational activities should be further developed. This is also compatible with the community goal of supporting the year-round community.

This plan begins with an inventory of La Pointe's current park and recreational areas, a needs assessment, and recommendations for action for each recreational facility.

RECREATION INVENTORY

A. MEMORIAL PARK (JONI'S BEACH)

350 feet of beach and about 1.5 acres in the downtown area. Very popular beach and the primary park used by local families for swimming. Boat mooring area, playground, picnic shelter, bathrooms and well. Also used by Sea Scouts to keep their boats. Received a Coastal Management Grant for docks and a DNR grant for bathrooms.

Recommended Immediate Improvements:

1. Develop a schedule for general maintenance and painting of the restrooms.
 - a. Post maintenance schedule in restrooms.
2. Enhance playground; include swings

Long Term Improvements

1. Install grade-level concrete pad or patio pavers under the picnic shelter.
2. Require that any future memorial areas have a planting plan and the commitment to maintain it.
3. Re-establish launch ramp by re-engineering dock.
4. Repair Dock
5. Add outdoor showers.
6. Make dock and picnic shelter accessible by wheelchair.
7. Update picnic shelter and move closer to parking lot to make accessible by wheelchair.
8. Move playground to where the picnic shelter is, update, expand and make accessible.

B. BIG BAY TOWN PARK AND CAMPGROUND

The Park consists of 64 acres and 1000 feet of Beach in the center of the Island. In 2013 the Town added a new entrance, an organized parking area, a new picnic shelter with fireplace for day trippers and campers alike, a woodshed, 900 ft of new beach boardwalk, a new comfort station with a park attendant office, pay showers and flush toilets and new flush toilet bathroom at the far end of the campground. All roads are now one way, including through the parking lot.

There is new reconfigured numbering for 61 campsites, including the 23 new sites, 22 with electric, in the campground addition across the road. Also available are six new remote, tent only campsites, along the Lagoon Ridge Trail. Reservations are available online with a credit card; few spaces are left unreserved each night for walk-ins. There is a picnic area, fishing, canoeing, swimming, and two miles of sand beach. The long staircase heads down to the beach, over a bridge spanning the outlet for the inland lagoon. This Park is owned and operated by the Town of LaPointe.

Recommended Immediate Improvements:

1. Maintain forestry in campground, walking trails and public spaces to reduce risk of liability. Institute Best Management Practices to maintain and protect a healthy forest.
2. Improve drainage of drinking fountain.
3. Improve potable water system.
4. Replace/repair existing bridge and stairway.
5. *Add basic play equipment such as swings and teeter totters.
6. *Handicap accessible and canoe transport ramp to lagoon and bridge.
7. *Make beaches handicapped accessible

**Indicates in process*

Long Term Improvements

1. The Big Bay Town Park Master plan was approved by the Town Board on June 28, 2011 and is added as an addendum to the 2011-2016 Park and Recreation Plan.

1. Convert hand pump to new well water.

C. HARRY NELSON RECREATION CENTER.

A 7-acre parcel near downtown that includes a softball field, two tennis courts, ice rink, Rec

Recommended Immediate Improvements:

1. *Renovate Center building.
 - a. Correct moisture/mold problems in building.
 - b. Remodel bathrooms
 - c. Improve surface drainage around building
 - d. Remodel inside (furniture, games, etc.)
2. Maintain tennis court.

3. Develop handicap accessible path to shelter

**Indicates as in process*

Long Term Recommendations

1. Acquire adjacent land to the east and/or across Hwy H to meet future needs such as soccer field, basketball courts, expanded playground areas, skateboard park, and expanded Rec Center/Community building.

D. Rieman park

20-acre undeveloped parcel off Schoolhouse Road. Recommendations as per CAPP letter received by Town Board on April 11, 2013.

Short Term Recommendations

1. Rename Park "Rieman Family North End Nature Trail"

Long Term Recommendations

1. Construct primitive interpretative trail system
2. Informational signage
3. Construct off road parking area

E. FOREST PARK

A 28-acre park on the South side of Hwy H close to Town. The Capser Trail, which extends into Wilderness Preserve land, begins here.

Recommended Immediate Improvements

1. Maintain clear vision throughout.

F. SOUTH SHORE ROAD PARK

A 22-acre park of undeveloped forest land within 3 miles of Town.

G. OBJIWAY MEMORIAL PARK

This is 1.75 acres of land with pond surrounding the grave of Oshoga, whose tombstone reads "*Chief Speaker of the Chippewas of Lake Superior*", as he accompanied Chief Buffalo to Washington to protest the United States from moving them to different land. Oshoga was the speaker to Millard Fillmore, as Chief Buffalo was old and tired. This area is within a State Archeological site and is near a cemetery.

Long Term Recommendations

1. Add electrical service

H. BOG AND CREEK ADJACENT TO REC CENTER AND MARINA.

About 23 acres of marsh, bog and creek that enters Lake Superior at the Madeline Island Yacht Club. The only public access is from the Rec Center or unopened 11th Street.

Recommended Immediate Improvements

1. It should be preserved as a wild and natural area.

Long Term Recommendations

1. Investigate the desirability for a future boardwalk/nature trail in this area.
2. The Town should consider acquiring the land at the corner of Mondamin and Main Street which would provide access to the creek.

I. OTHER LAND.

These 40 acres of bog is surrounded by State Park and 4 acres of land next to State Park on Big Bay Road.

J. MAINSTREET POCKET PARK

Established primarily due to the increasing number of seasonal visitors (tourists). .248 acres of land on Main Street near the intersection with Middle Road is designed to be a comfort station to aid in the enjoyment of the downtown area. There are two portable toilets, picnic tables, and green space on the property.

Recommended immediate improvements:

1. Plant low maintenance trees and plants; and,
2. Consider as a place for a memorial.

Long Term Improvements:

1. Request variance from Ashland County to construct a public restroom building with two toilets each in the men's and women's washroom, and a water fountain with a mechanical room in the middle of the structure.

K. BUTTERFLY GARDEN – SOLAR PANELS

.18 ACRES OF LAND LOCATED ON Colonel Woods Avenue at the rear of Town Parking Lot D near the library and school. Designed for solar energy and small plants that

Provide habitat for butterflies and other beneficial insects for educational opportunities. Solar Panels were installed in 2016 to supply power to the La Pointe Library and La Pointe Health Care buildings.

Recommended Immediate Improvements:

1. Plant Pollinator friendly plants.
2. Walking path through garden to library and school.
3. Informal markers identifying plants, insects, and a history of the solar panels; and,
4. The addition of more solar panels when needed.

L. RUSSELL'S PROPERTY DONATION TO THE TOWN

Two parcels border by Main Street to the west. Le Sueur Street to the north and Bell Street to the east. 1 parcel being .26 Acres, the other .13 Acres. This is designated as an open green space.

Recommendation Immediate Improvements:

1. Conjoin the parcels to eliminate one out lot.
2. Name the Park
3. Install Public Art (Sculpture)
4. Maintain informational sign (Chamber)
5. Install 2 Memorial Benches
6. Maintain as a designated open green space.

Long-term Improvements

1. Restrooms

LAKE ACCESS POINTS

M. AMUNDSON LANE LAKE ACCESS:

Access is restricted by agreement.

N. SCHOOLHOUSE ROAD LAKE ACCESS:

23 feet. Town ownership recently confirmed by the courts.

Recommended Immediate Improvements

1. Signs

O. GRANTS POINT/OLD FORT ROAD LAKE ACCESS:

100 ft road right of way that extends to the Lake. Used extensively by the public.

Recommended Immediate Improvements

1. Should be surveyed and marked.

Long Term Recommendations

1. Town should consider acquiring more land here.

P. GRIGGS APPROACH:

Platted alley and easements used as a winter road onto the ice.

Recommended Immediate Improvements

1. Lights needed in the parking lot
2. Expand parking lot
3. Pave or gravel parking lot

Q. O'BRIEN APPROACH:

Platted 40 ft. road right of way. Serves as a winter road onto the ice.

Recommended Immediate Improvements

1. Survey to establish boundary and parking area.
2. Establish ordinance to regulate parking and access to the lake.

R. MAIN STREET/MIDDLE ROAD APPROACH [Block 28 (CS 374 Lot 2 and CS Lot 1)].

A 26-foot (13-foot alley plus 13 feet of deeded land) approach that serves as another access point to the ice.

S. PICKEREL STREET.

40 ft. platted but unopened street to the Lake.

Recommended Immediate Improvements

1. Put in a walking path.
2. Survey to establish boundary and mark with signage.

T. ALLEY BETWEEN BLOCK 27 AND BLOCK 28 (CS 374 LOT 1).

13 ft platted but unopened alley.

Recommended Immediate Improvements

1. Survey to establish boundary
2. Mark with signage.

U. ALLEY BETWEEN BLOCKS 28 (Lot 2 of CS 231) AND BLOCK 29.

13 ft platted but unopened alley. Try to trade for land next to Main Street approach.

Recommended Immediate Improvements

1. Survey to establish boundary
2. Mark with signage.

V. CHIEF BUFFALO LANE.

60 ft platted street to the Marina entrance. Adjacent to historic cemetery.

Recommended Immediate Improvements

1. Put in a park bench
2. Survey to establish boundary
3. Mark with signage

W. 16TH STREET BETWEEN BLOCK 46 AND LOT 31

Platted but unopened 40 ft street.

Recommended Immediate Improvements

1. Survey to establish boundary
2. Mark with signage

X. NORTH SHORE LAKE ACCESS

This is a fully developed eight-foot-wide trail, consisting of over 300 feet of boardwalk, 700 feet of graveled and 600 feet of rough breaker rock to the lake on 17 acres and 590 feet of lakeshore, ravine, and small beach, plus 190 additional forested acres adjacent or near the lakeshore parcel. This land should remain relatively wild and undeveloped. Trail ends with a steep ramp into Lake Superior with adjacent dock for protection, with stairs, trail was developed primarily for winter lake access.

Recommended Immediate Improvements

1. Install a two-sided sign closer to the road, (to afford from both directions) designating a walkway to the lake.

OTHER FACILITIES

La Pointe School Playground and Gym.

Outdoor facilities include a basketball "court" and playground equipment.

Big Bay State Park.

Facilities include 60 campsites, trails, beach. Fee for motorized vehicles.

Wilderness Preserve Land.

2300 acres of inland land open to the public, including most of Capser Trail, Old Big Bay Road Trail, and Burroughs Trail.

Madeline Island Historical Museum

Green space fronted by Main Street used as commons area.

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

AIRCRAFT HANGAR LEASE

MAJOR GILBERT FIELD AIRPORT
TOWN OF LA POINTE, WISCONSIN 54850

THIS AGREEMENT, made and entered into this _____ day of _____, 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 Jeff Foster, PO Box 367, Superior, WI 54880; 218-348-6099; jeff@jefffostertrucking.com, hereinafter referred to as the Lessee.

WITNESSETH:

WHEREAS, Lessor owns and operates an airport in the Town of La Pointe, Ashland County, Wisconsin, which is named the Major Gilbert Field Airport and is also known as the Madeline Island Airport, and said Lessor is desirous of leasing to the Lessee a certain parcel of land, hereinafter more fully described and located on said Airport, together with the right to use and enjoy individually and in common with others the facilities referred to for the purpose of aircraft storage: and

WHEREAS, Lessee will utilize the airport facilities of the Town for Lessee's plane and will occupy an Aircraft Hangar, and desires to lease said property and rights from the Town of La Pointe on and at such Airport.

NOW, THEREFORE, in consideration of the rental 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 Airport which are described on the annexed Exhibit A which is incorporated herein by reference which Lessee leases for the term of this Lease LOT 9.

1. **TERM.** The term of this lease shall be for a period of ten (10) years, commencing on January 1, 2022, 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.
2. **RATE.** The Lessee agrees to pay per square foot of hangar space per year rental charge as per the current year's Fee Schedule for the leased premises payable to the Lessor at the time of lease execution and annually by January 1st of said execution thereafter and, in addition, 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). 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.

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Initial: dg

3. USE OF LEASED PREMISES.

- A. The Town will provide the hangar 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.
- B. The Lessee shall have the right to erect an aircraft hangar upon said premises providing said hangar conforms to the Building Code Requirements of the Wisconsin Department of Safety and Professional Services and pertinent provisions or any local ordinance in effect.
 - 1. During hangar construction, new hangar site will be maintained for proper drainage of site, taxiway and adjacent sites and hangars by Lessee.
 - 2. Location of buried utilities is the responsibility of the Lessee.
 - 3. All installation and maintenance of utilities and approach apron going off the taxiway into the hangar is the responsibility of the Lessee.
 - 4. All metered service charges are the responsibility of the Lessee.
 - 5. All plans for such building/structures or modifications to building/structures shall be reviewed and approved by the Lessor prior to construction. Lessee will be responsible for obtaining all required land use and building permits from both the La Pointe Zoning Administrator and the Town's Commercial Building Inspector.
 - 6. Lessee shall own the building during the term of the lease and pay all applicable personal property taxes related to the building and not the land.
 - 7. Lessee shall maintain sufficient space in the hangar to store aircraft. Hangar use is primarily for aircraft storage.
 - 8. 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.
- 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. Nor assignment of this lease will be considered unless the new proposed Lessee completes an Application for Transfer of Airport Hangar Lease. 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. **AIRPORT 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.

3. 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 Lessor reserves the right, but shall not be obligated to the Lessee, to maintain and keep in repair, the landing area of the Airport, and all publicly owned facilities of the Airport, together with the right to direct and control all activities of the Lessee in this regard.
- D. The Lessor reserves the right to take any action it considers necessary to protect the aerial approaches to the Airport against obstruction, together with the right to prevent the Lessee from erecting or permitting to be erected any building or other structure at the Airport which, in the opinion of the Lessor, would limit the usefulness of the Airport or constitute a hazard to aircraft or aviation.
- E. During time of War or National Emergency, the Lessor shall have the right to lease the landing area, or any part thereof, to the United States Government, for Military or Naval use, and if any such lease is executed, the provisions of this instrument, insofar as they are inconsistent with the provisions of the lease to the Government, shall be suspended.
- F. The Lessee shall have the right to the non-exclusive use, in common with others, of the airport parking areas, appurtenances and improvements thereon; the right to install, operate, maintain and store, subject to approval of the Lessor in the interests of safety and convenience of all concerned, all equipment necessary for the safe hangaring of the Lessee's plane, the right of ingress and egress from the described premises, which right shall extend to the Lessee's employees, guests, and patrons, the right, in common with others authorized so to do, to use common areas of the Airport, including runways, taxiways, aprons, roadways, and other conveniences for the take-off, flying and landing of Aircraft of the Lessee.
- G. Lessee agrees that no signs or advertising matter may be erected without the consent of the Lessor.
- H. Hazardous materials as defined by the Wisconsin State Division of Emergency Management and Department of Natural Resources shall not be stored in/on the premises unless they are stored in accordance with state rules and regulations and local fire codes.
- I. No outside storage will be allowed on the Lessee's hangar's lot or at any other location on airport property other than Parking Lot A, for which a vehicle parking permit is required.
(Effective 7/3/2020)
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, maintain 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 \$500,000.00 per occurrence and at least \$1,000,000.00 aggregate. Lack of a current insurance policy with the above minimum coverage is grounds for termination of the lease. A copy of the current insurance policy must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
 - C. Lessee shall, at Lessee's expense, insure said hangar against fire, wind, hail and liability. A copy of the current insurance policy must be provided to the Town Clerk by the Lessee on the yearly renewal date of the policy.
 - D. 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 Airport. Lessor makes no representations or warranties as to the effectiveness of such protection.
- B. Lessor agrees to provide snow removal services to the Lessee's leased premises in the Hangar areas except within three (3) feet of the aircraft hangar door. Such snow removal shall be accomplished only after all runways, apron, and primary taxiways have been first cleared.
- C. The Lessee will maintain the structure occupied by him/her and the surrounding land premises in good order and make such repairs as are necessary. The Lessee will be responsible for the

removal and disposal of all garbage/waste products generated by Lessee. The Lessor will provide lawn mowing around hangar. Lessor will have no legal liability for any damage of any kind for doing or not doing any maintenance. 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.

- D. The Lessor reserves the right to enter upon the premises at any reasonable time for the purpose of making any inspection it may deem expedient to the proper enforcement of any of the covenants or conditions of this agreement.
- E. 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.

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 sixty (60) 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 sixty (60) 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 the Aircraft Hanger Building and any equipment and attachments hereto, from Lessor's property at the Airport. 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 and restoration of the property shall occur within sixty (60) days, during which time the Lessee shall continue to pay rent.

- B. To renew this original lease agreement or to enter into a new lease agreement for an additional period of ten (10) years on substantially similar terms for rental of the property upon which Lessee's Aircraft Hangar Building is situated.

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:

TOWN OF LA POINTE, Lessor

By:

Town Chairperson

Date:

Attest:

Town Clerk

11-10-21

**2021-2022 Cooperative Agreement between
Town of La Pointe and School District of Bayfield**

This Cooperative Agreement ("Agreement") is entered into by and between the School District of Bayfield, Wisconsin ("District") and the Town of LaPointe, Wisconsin ("Town").

WHEREAS, parties hereto have, for some years, maintained a cooperative relationship to ensure year-round transportation services between Bayfield, Wisconsin, and the Town of La Pointe, Wisconsin ("transportation services");

WHEREAS, the parties hereto believe such relationship is mutually beneficial and wish to maintain said relationship;

WHEREAS, the District and Town each has a separate agreement with Windsleds Transportation, Inc. and Madeline Island Transportation, LLC ("Service Providers") to provide transportation services for the respective parties;

WHEREAS, the Service Providers will obtain insurance and be reimbursed by the Town for the insurance and for expenses associated with the maintenance and upkeep of the equipment used by the Service Providers to render the transportation services;

WHEREAS, the District believes it should share in the above-referenced insurance and maintenance/upkeep expenses incurred by the Town, the District has agreed to pay a portion of said expenses;

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement shall begin upon the date this Agreement is signed by all parties hereto and shall expire on June 30, 2022.
2. The District shall pay the following sums to the Town upon execution of this Agreement:
 - a. The sum of \$10,000 to be applied toward one-third (1/3) of the cost of insurance reimbursement, maintenance and upkeep, and the start-up and shut-down of the windsled equipment.
 - b. Any balance of such amounts, exceeding one-third (1/3) of the total cost of insurance and the total cost of maintenance/upkeep, remaining at the end of the term of this Agreement will remain in the designated Winter Transportation account and carry over to the following (2022-2023) winter transportation season.

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cg
from m.k.

c. If during the windsled season, catastrophic equipment failure occurs, the District, the Town, and the Madeline Island Ferry Line will be responsible for one-third (1/3) each of such expenses up to \$3,000 each annually. If the cost exceeds \$3,000, all parties shall come together to discuss and/or approve any additional expenses, with each party having the right of refusal.

d. The Town shall maintain comprehensive records of all maintenance expenses (including, but not limited to, receipts, purchase orders, etc.) and such records shall be subject to audit by the District.

3. In the event that the District should wish to utilize the windsled for training of a District representative relating to emergency evacuation procedures, the Town and the District shall negotiate and agree upon a reasonable charge for such use. The Town agrees that the agreed-upon charge shall not be more than it charges any other third-party for use of the windsled for similar purposes.

4. This Agreement contains all the agreements and understandings of the parties with respect to the issues addressed herein. There shall be no modification of this Agreement except in writing executed with the same formalities as this Agreement and mutually agreed upon by the parties hereto.

5. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Dated this 10th day of November 2021.

TOWN OF LA POINTE

By Glenn Carlson
Glenn Carlson, Town Chair

SCHOOL DISTRICT OF BAYFIELD

By Beth Paap
Beth Paap, District Administrator

**2021-2022 Cooperative Agreement between
Town of La Pointe and Madeline Island Ferry Line**

This Cooperative Agreement ("Agreement") is entered into by and between the Madeline Island Ferry Line ("Ferry Line") and the Town of LaPointe, Wisconsin ("Town").

WHEREAS, the Ferry Line is entering into this agreement, including payments to the Town, in order to facilitate the transportation of its employees, mail, UPS, Fed Ex, and other freight during the time of the year when the ferries are not operating.

WHEREAS, parties hereto have, for some years, maintained a cooperative relationship to ensure year-round transportation services between Bayfield, Wisconsin, and the Town of La Pointe, Wisconsin ("transportation services");

WHEREAS, the parties hereto believe such relationship is mutually beneficial and wish to maintain said relationship;

WHEREAS, the Ferry Line and Town each has a separate agreement with Windsleds Transportation, Inc. and Madeline Island Transportation, LLC ("Service Providers") to provide transportation services for the respective parties;

WHEREAS, the Service Providers will obtain insurance and be reimbursed by the Town for the insurance and for expenses associated with the maintenance and upkeep of the equipment used by the Service Providers to render the transportation services;

WHEREAS, the Ferry Line believes it should share in the above-referenced insurance and maintenance/upkeep expenses incurred by the Town, the Ferry Line has agreed to pay amounts approximating one-third (1/3) of the insurance and maintenance expenses of the Town.

NOW, THEREFORE, in consideration of the mutual promises contained herein and for other good and valuable consideration, receipt of which is hereby acknowledged, the parties agree as follows:

1. The term of this Agreement shall begin upon the date this Agreement is signed by all parties hereto and shall expire on June 30, 2022.
2. The Madeline Island Ferry Line shall pay the following the sum of \$10,000 to the Town upon execution of this Agreement:
 - a. The sum of \$10,000 to be applied toward one-third (1/3) of the cost of insurance reimbursement, maintenance and upkeep, and the start-up and shut-down of the windsled equipment.

b. Any balance of such amounts, exceeding one-third (1/3) of the total cost of insurance and the total cost of maintenance/upkeep, remaining at the end of the term of this Agreement will remain in the designated Winter Transportation account and carry over to the following (202-2023) winter transportation season.

c. If during the windsled season, catastrophic equipment failure occurs, the School District of Bayfield, the Town and the Ferry Line will be responsible for one-third (1/3) each of such expenses up to \$3,000 each annually. If the cost exceeds \$3,000, all parties shall come together to discuss and/or approve any additional expenses, with each party having the right of refusal.


d. The Town shall maintain comprehensive records of all maintenance expenses (including, but not limited to, receipts, purchase orders, etc.) and such records shall be subject to audit by the Ferry Line.

3. This Agreement contains all of the agreements and understandings of the parties with respect to the issues addressed herein. There shall be no modification of this Agreement except in writing executed with the same formalities as this Agreement and mutually agreed upon by the parties hereto.

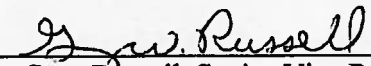
4. This Agreement shall be construed in accordance with the laws of the State of Wisconsin.

Dated this 10th Day of November, 2021.

TOWN OF LA POINTE

By 
Glenn Carlson, Town Chair

MADELINE ISLAND FERRY LINE

By 
Gary Russell, Senior Vice President

Public

11-10-21

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

REVENUES:*Includes Amend #2*

	Approved 2021 budget	2021 Amended Budget	2021 Actual -Oct. 2021	2021 Budget Remaing	2020 Actual -Oct. 2020
Taxes:	\$ 1,946,177	\$ 1,946,177	\$ 1,936,494	\$ 9,683	\$ 1,889,007
Intergovernl Revenues:	\$ 167,274	\$ 167,274	\$ 137,878	\$ 29,396	\$ 1,449,248
Licenses & Permits:	\$ 32,041	\$ 32,041	\$ 32,290	\$ (249)	\$ 35,162
Fines/Forfeitures:	\$ 3,575	\$ 3,575	\$ 4,260	\$ (685)	\$ 3,128
Public Services Chrgs:	\$ 441,134	\$ 428,289	\$ 540,429	\$ (112,140)	\$ 376,039
Intergovernl Chrgs:	\$ 173,900	\$ 173,900	\$ 169,110	\$ 4,790	\$ 171,952
Misc. Revenue:	\$ 110,785	\$ 149,714	\$ 171,510	\$ (21,795)	\$ 331,549
Other Fin. Sources:	\$ 706,341	\$ 2,003,479	\$ 1,089,000	\$ 914,479	\$ 1,780,095
TOTAL REVENUES:	\$ 3,581,227	\$ 4,904,449	\$ 4,080,971	\$ 823,478	\$ 6,036,180

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EXPENDITURES

	Approved 2021 budget	2021 Amended Budget	2021 Actual -Oct. 2021	2021 Budget Remaing	2020 Actual -Oct. 2020
General Government	\$ 602,471	\$ 634,033	\$ 449,369	\$ 184,664	\$ 396,588
Public Safety:	\$ 639,931	\$ 652,239	\$ 482,034	\$ 170,205	\$ 478,898
Public Works:	\$ 824,657	\$ 838,012	\$ 641,595	\$ 196,417	\$ 631,478
Health & Human Services:	\$ 38,662	\$ 38,662	\$ 32,318	\$ 6,344	\$ 29,709
Culture, Parks & Rec:	\$ 399,373	\$ 399,373	\$ 349,445	\$ 49,928	\$ 335,376
Conservation & Devel:	\$ 45,355	\$ 46,182	\$ 28,188	\$ 17,994	\$ 26,143
Capital Outlay:	\$ 478,237	\$ 1,743,407	\$ 1,458,286	\$ 285,121	\$ 2,359,247
Debt Service:	\$ 494,940	\$ 494,940	\$ 343,547	\$ 151,393	\$ 780,765
Other Financing Needs:	\$ 57,600	\$ 57,600	\$ 37,600	\$ 20,000	\$ 5,600
TOTAL EXPENDITURES:	\$ 3,581,227	\$ 4,904,449	\$ 3,822,381	\$ 1,082,068	\$ 5,043,804

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Year to Date	October 2021 to October 2020	2021	2020	Change	UP
REVENUES:		\$2,991,971	\$4,256,085		(\$1,264,114)
(excludes Other Financials Sources - borrowing, transferred designated funds)					false = un-favorable
All Tax collections		\$1,936,494	\$1,889,007	\$47,487	
Collection % of entire tax roll		99.99%	100.0%		
Transportation aids, state funding		\$127,384	\$133,460	(\$6,076)	Expenditure Restraint Program
Grants & Reimbursements for 2019 expenses		\$10,494	\$1,315,788	(\$1,305,294)	Harbor Grant
BBTP Campground, shelters, NMV		\$258,452	\$201,922	\$56,530	Campground: 2020 COVID
Airport, Docks & Harbor Fees, revenues		\$106,122	\$98,529	\$7,593	
Permits, tickets, licenses, Ambulance, Cemetery		\$53,948	\$53,531	\$417	
MRF Fees, sales		\$184,940	\$62,297	\$122,643	
Misc Revenue		\$12,620	\$15,222	(\$2,602)	
County & Intermunicipal re-imbursements		\$169,110	\$171,952	(\$2,842)	County H
Misc leases, property sales, interest, contributions		\$132,408	\$314,377	(\$181,969)	ESB Insurance
			Bayfield School (windsled), Rural ESB reimbursements		

		2021	2020	Change	UP
EXPENDITURES:		\$3,441,234	\$4,257,439		(\$816,205)
(excludes Debt Service (borrowing) & Other Financing Uses)					true = favorable
General Government		\$449,369	\$396,588	\$52,781	
UP Legal, Personnel & benefits, Audit, Work Comp & Gen Insurance					false = un-favorable
DOWN Illegal taxes, COVID-19 expenses					
Law Enforcement		\$262,593	\$263,697	(\$1,104)	
UP CODY expense, uniforms, training, vehicle, personnel, Work Comp					true = favorable
DOWN Building, personnel benefits					
Fire Dept.		\$93,232	\$87,516	\$5,716	
UP: Equipment purchases, repairs & maintenance, Compensation					false = un-favorable
DOWN fire supplies (2020 grant purchases)					
Ambulance Service		\$126,208	\$127,685	(\$1,477)	
UP Education, directors expense, Compensation					true = favorable
DOWN supplie/meds,bldg maint, length of service					
Roads		\$391,176	\$350,210	\$40,966	
UP Ice Road, Winter Transport/Ice Road, Gravel purchases, Insurances, culverts, Rd maint					false = un-favorable
DOWN Parts, subs					
Airport		\$35,909	\$32,371	\$3,538	
UP TV145 equipment repairs, maintenance (CARES Grant expenses), town labor					false = un-favorable
DOWN Insurance (2020 timing), utilities					
DOCK/HARBOR		\$6,458	\$37,859	(\$31,401)	
UP Town labor					true = favorable
DOWN Admin/Engineering from dock project completion/Dock approach repairs					
MRF		\$208,052	\$211,038	(\$2,986)	
UP - Self-hauling expenses, SW & Recycling hauling/disposals, expenses					true = favorable
DOWN Personnel & insurance, MRF Facility costs, equip repairs					
Library		\$158,947	\$161,135	(\$2,188)	
MI Public Library Board handles					true = favorable
Parks		\$185,276	\$169,389	\$15,887	
UP Unemployment, vehicle, all BBTP, insurances					false = un-favorable
DOWN Parks employee general Labor					
Capital Outlays		\$1,458,286	\$2,359,247	(\$900,961)	
UP Purchases, improvements					true = favorable
2021 Town Hall Painting & flooring	\$45,329				
2021 Police Capital (door replacement)	\$501				
2021 Ambulance 2019/2020 Mercedes LED Lighting	\$2,475				
2021 Rds Equipment (Steamer)	\$10,427				
2021 Rds Gravel payment to Ashland County	\$31,500				
2021 Town dock improvement Project	\$145,127				
2021 Town dock Passenger Shelter	\$5,826				
2021 MRF Hauling Truck and box	\$61,805				
2021 MRF Building Improvements	\$14,669				
2021 Rec Center Bathrooms remodel	\$71,729				
2021 Joni's Beach Improvement	\$14,315				
2021 BBTP Improvements	\$465				
2021 Cemetery Shed	\$200				
2021 Library exterior painting	\$41,594				
Capital Before ESB Project	\$445,962				
2021 ESB Site Construction	\$862,372				
2021 ESB Site Architect/Engineering	\$100,644				
2021 ESB Site Town expenses	\$49,308				
ESB Project	\$1,012,324				
2020 Police - 2019 squad outfitting			\$10,348		
2020 Town Hall Security			\$1,007		

2021 Town Board Designated Funds Breakdown

2021
Budgeted
Yr end Bal

	<u>Oct-21</u>	<u>Sep-21</u>	= <u>CHANGE</u>	
ADDITIONAL ROOM TAX FUND:	24	24	0	0
MI Cof COMMERCE/FIREWORKS:	19,176	19,176	0	11,645
Town Admin:Cell Tower/Am Rescue F	513,733	513,720	13	500,240
		<i>+ Interest</i>		
Public Arts Committee	0	0	0	40,000
ZONING (Fire # Project)	34,362	34,362	0	0
LAW ENFORCEMENT:	16,445	15,320	1,125	16,544
		<i>+ A Cty 4th Qtr Squad</i>		
FIRE DEPARTMENT:	69,748	69,746	1	89,093
		<i>+interest</i>		
AMBULANCE:	40,745	25,744	15,000	41,798
		<i>+sale 2006/2007 Ford Amb</i>		
ESB RECOVERY FUND (Donations)	600	600	0	0
ESB Ambulance VEHICLE INSURANC	0	0	0	0
ESB Fire Dept VEHICLE INSURANCE I	615,547	615,532	16	0
		<i>+interest</i>		
ESB BLDG INSURANCE FUND	0	0	0	0
ESB Insurance Contents	49,954	49,953	1	0
		<i>+ interest</i>		
PARKS:	47,925	49,725	(1,800)	46,733
		<i>-bench purchases + donations</i>		
REC CENTER:	6,495	5,495	1,000	5,491
General Recreation Center, Softball fund				
		<i>+ donation Rec Remodel</i>		
CEMETERY FUND	9,242	9,242	0	4,109
WINTER TRANSPORTATION FUND:	24,906	17,090	7,816	27,388
		<i>-Lake Assault repairs + interest</i>		
ALTERNATIVE ENERGY FUND:	91	91	0	90
LIBRARY:	95,900	96,583	(683)	74,446
		<i>+ interest, donations-Outdoor classroom exp</i>		

TOTAL DESIGNATED FUNDS:	1,544,894	1,522,403	22,490	\$857,577
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Donations made by Corporations, Businesses, Foundations

Through 11/08/2021

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

Library:

Oct-21 Pace Woods Foundation	\$10,000.00	Library for Little Learners Program
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4th of July:

Recreation Center:

Oct-21 Schaub Investments	\$1,000.00	Rec Center Remodel donation
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Parks:

Ambulance:

Fire Dept:

Nov-21 St. Croix Foundation	\$5,000.00	66.0608 fund Drone Project
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Law Enforcement:

(5)TB,michael,Bar'o,Micaela,Public

11/16/21

ALTERNATIVE CLAIMS 2021

October 2021

MI Library

Date	Payable to Who	Check #	Amount	Description
10/4/2021	Library Board approved vouchers		250.00	
10/5/2021	Big Animal Productions, LLC	79360	250.00	Grant: Trailer & delivery
10/18/2021	Library Board approved vouchers		18,579.41	
10/20/2021	Amazon	79390	214.15	Modeling clays, 5x9 screen, halloween
" "	Caremember Services (LS)	79391	244.58	Halloween downloads, Adobe, Subscriptions
" "	Herb Quarterly	79392	39.94	2 year subscription
" "	Madeline Island Ferry Lines	79393	600.00	BayfieldRec swipe & Directors
" "	Madeline Sanitary District	79394	102.00	3rd Qtr 2021
" "	New York Times	79395	40.00	Sundays by mail 9/26-10/23/2021
" "	Norvado	79396	142.94	Oct & Capital credit retirement
" "	On The Rock Roofing, LLC	79397	16,570.00	Balance Lib Painting contract
" "	Todd's RediMix Concrete, LLC	79398	625.80	Outdoor classroom footings

OCTOBER 2021 TOTAL:
MI Public Library Board approved

\$18,829.41

0.00

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Initial: dg

ALTERNATIVE CLAIMS 2021**October 2021**

Date	Payable to Who	Check #	Amount	Description
10/4/2021	Dept of Employee Trust Funds	EFT#11-2021	19,416.56	November health premium
10/7/2021	Oasis Payroll #20		48,575.22	Payroll ending 10/02/2021 taxes & fees
10/7/2021	Empower/Deferred Comp	EFT#6070	100.00	Payroll #20 Deferred Employee Contrib
10/13/2021	Angelo Luppino, Inc.	79387	69,628.50	50% of Base agreement Rec Remodel
10/13/2021	Austin Mohawk and Company, LI	79388	3,855.00	30% of pass shelter materials agreement
10/19/2021	Austin Mohawk and Company, LI	79389	1,650.00	30% of pass shelter shipping agreement
10/21/2021	Oasis Payroll #21		37,455.81	Payroll ending 10/16/2021 taxes & fees
10/21/2021	Empower/Deferred Comp	EFT#6071	100.00	Payroll #21 Deferred Employee Contrib
10/21/2021	Wisconsin Retirement System	EFT#10-2021	9,792.32	October Retirement & Employee contribs
10/31/2021	Wisconsin Dept of Revenue	EFT#09-2021	1,214.17	September sales tax collected/calculated

OCTOBER 2021 TOTAL:**\$191,787.58** *ok*

#2020-0324 ALTERNATIVE CLAIMS**October 2021**

Date	Payable to Who	Check #	Amount	Description
10/12/2021	A T & T Mobility	79361	81.10	Police cell phone and booster
" "	Anich, Wickman & Lindsey, S.C.	79362	875.00	Hartzell TPC, MIFL, Law enforcement
" "	ASDCO Construction Supply	79363	3,218.20	Culverts Hagen/Mondamin
" "	Ashland TS	79364	210.00	700 lbs electronics disposed
" "	Bayfield Lumber	79365	140.00	Forklift, forklift for Mag purchase
" "	Berkshire Hathaway (BHHC)	79366	2,184.00	MI Transport 2021-2022 liab insurance
" "	Capital One/Wal-Mart	79367	52.69	BBTP Printer inks
" "	Evan & Evan Landscaping,	79368	110.00	Equip rental 8/5 ESB, 8/11 MRF
" "	Heart Graphics, Inc.	79369	169.00	MRF punch cards 1,000 \$25, 500 \$200
" "	Huhn Rx Drug	79370	796.75	Sterile H2O, 3 glucagon pens
" "	LaPointe Gas, Inc.	79371	849.06	BBTP 402.4 gals @ \$2.11
" "	Madeline Sanitary - Taxes/Deli	79372	31.65	Final 2020/2021 tax levy
" "	Madeline Sanitary District	79373	816.00	3rd Qtr 2021 billing (no lib)
" "	Malley, Patrick J	79374	75.83	Manual BBTP refund
" "	Midland Services, Inc.	79375	490.84	Fuels MRF hauling
" "	Northern State Bank	79376	11,547.53	Pay#34 of #60 Loan Windsleds, Amb, undeterm
" "	Norvado, inc.	79377	453.18	October phones, fax, DSL, Capital
" "	Stainless Software, Inc.	79378	748.00	Sept 2021 Reservations @ \$2 each
" "	Statewide Services, Inc.	79379	1,048.00	FD/Amb Provident renewal Year 1 of 3
" "	Todd's Redi Mix Concrete, LLC	79380	625.80	Concrete for various sidewalks
" "	Uline	79381	2,295.44	45 gal tub, oily waste can, 10 boxes, cover
" "	VantageFlex, LLC	79382	52.00	October administration
" "	Verizon Wireless	79383	150.22	-9/21/2021 4 cell phones, 1 iPad
" "	Waste Management Of Wisconsin, In	79384	6,293.76	Sept 7 hauls: 4 DemCon 3 Solid Waste
" "	Wiggins, Peter	79385	634.63	Shop tools, shift motor 1991 dumptruck
" "	YWS Technology, LLC	79386	120.00	Annual domain hosting townoflapointewi.gov

10/12/2021 TB Meeting vouchers:**\$34,068.68****Under Resolution #2021-0730**

Date	Payable to Who	Check #	Amount	Description
10/26/2021	Andres Medical Billing, LTD	79399	146.74	Sept 2021 collects \$978.27x15%
" "	Boyer Trucks	79400	2,287.09	Install trlr Lines 2020WesternPO#2021-64
" "	Capital One/Wal-Mart	79401	23.26	Police Misc supplies
" "	Cardmember Service (BLN)	79402	900.00	9/12/21-9/12/2022 LiveStreaming
" "	Cardmember Service (R.JL)	79403	26.51	Holiday gas in squad
" "	Cardmember Service (TWE)	79404	108.79	Staples,Amazon,Credit Jack's
" "	Cardmember Service (WJD)	79405	363.55	Safety items, lockout set, office suppli
" "	Cardmember Services (MGK)	79406	814.03	Lodging cancell fees, WTA x2, Texting
" "	Cardmember Services - (BTS)	79407	3,857.78	2benches, Police Door, safety jackets
" "	Deere Credit, Inc.	79408	1,815.17	Oct lease #444 wheel loader
" "	DSC Communications, Inc.	79409	317.84	FD Antenna mount & LED lightmounts
" "	EMC Insurance Companies	79410	16,435.50	2022 Estimated 1st Qtr WC
" "	Emergency Medical Products	79411	1,221.95	Supplies, Naxalone, AED pads
" "	Erickson, Evan R	79412	254.24	Mieage Stormwater Pickup/return
" "	Evan & Evan Landscaping,	79413	195.00	Rentals:Hammer Rec Ctr, Mini culvert
" "	Island Septic, LLC	79414	1,000.00	9/20-9/30/2021 Pumpouts
" "	Kuchta, Michael	79415	435.12	6/2-10/12/2021 Mileages
" "	L & M Fleet Supply	79416	257.67	MRF, Parks venting, ropes, tools
" "	Lulich Implement, Inc.	79417	1,171.62	#185 Rds skidSteer wiring problem
" "	M.I. Chamber of Commerce	79418	100.00	Return of Fall Fest deposit paid
" "	Madeline Island Ferry Lines	79419	3,846.50	Sept ferry, freight
" "	Menards - Superior	79420	208.25	BBTP items Michigan tall, piping,tools
" "	Midwest Radar & Equipment	79421	120.00	PD Radar Certifications x 2
" "	Nelson Construction, Inc.	79422	14,315.00	Joni's Beach Stable PO#2020-34
" "	PowerPlan	79423	195.50	Switch for leased #444 wheel loader
" "	Schraufnagel Auto Glass	79424	629.65	Rds 2005 & Parks 2004 windshields
" "	Streicher's	79425	292.99	Parka, Handcuffs
" "	Superieur Petrol, LLC	79426	2,930.75	815 gals gas @ \$3.596 delivered
" "	TownHall Software, Inc.	79427	499.00	2022 Support w/BT access
" "	U.S. Post Office	79428	580.00	1st class stamps for tax bills (10)
" "	ULine	79429	981.13	ESB Floor markings, Rds barricade tapes
" "	WI Dept of Justice - TIME	79430	243.75	4th Qtr 2021 police access
" "	Wiggins, Peter	79431	45.73	Gas purchased Red Cliff personal card
" "	Xcel Energy, Inc.	79432	284.32	Street lights & Cemetery Chapel
" "	Xerox Corporation	79433	39.48	8/23-9/29 7,178 copies
" "	Zifko Automotive	79434	724.55	MRF 2004 truck 1 new tire, repair old

10/25/2021 TB Meeting vouchers:

\$57,668.46

Under Resolution #2021-0730

OCTOBER 2021 TOTAL:
Processed under R#2020-0324

\$91,737.14

Carol, Public

		Balance Forward	Deposits	With-Drawals	Interest	Bank Charges	Transfers	End Balance
Checking Account	4460000563 1720010674	\$ 1,126,548.15	\$ 596,374.05	\$ (303,047.88)	\$ 26.44	\$ (43.46)	\$ (32,451.45)	\$ 1,387,405.85
Designated	167668	\$ 1,522,386.19			\$ 38.81		\$ 32,451.45	\$ 1,554,876.45
Sect. 125	3150485	\$ 9,304.32		\$ (614.92)				\$ 8,689.40
Tax	3142004	\$ 20,867.09			\$ 0.54			\$ 20,867.63
Library Savings		\$300.26			\$ 0.01			\$ 300.27
Ambulance (Hometown)		\$1,000.00						\$ 1,000.00
Totals		\$ 2,680,406.01	\$ 596,374.05	\$ (303,662.80)	\$ 65.80	\$ (43.46)	\$ -	\$ 2,973,139.60

Reported Bank Balance	\$ 3,013,703.74	Available Cash	\$ 1,387,405.85
Deposit in transit	\$ 19,593.96		
		Deposits	\$ 28,714.79
Subtotal	\$ 3,033,297.70	Checks	\$ (65,670.30)
Less Outstanding Checks	\$ (60,188.05)	Vouchers	\$ (45,205.73)
Checkbook Balance	\$ 2,973,109.65	Library Vouchers	
Treasurer's Report	\$ 2,973,139.60	Total Avail. Cking Account	\$ 1,305,244.61

Treasurer's Report Variance

\$ 2,973,139.60
\$ (29.95)

unknown debit

9/30/2020

\$889,540.80

Unbalanced

Outstanding commitments

\$ (253,953.56)

Submitted by Carol Neubauer
10-Nov-21

Accounting Program Totals:	
General Funds	\$ 1,387,405.85
Designated Funds	\$ 1,554,876.45
Tax Account	\$ 20,867.63
Section 125	\$ 8,689.40
Library Savings	\$ 300.27
Ambulance	\$ 1,000.00
TOTAL	\$ 2,973,139.60

Treasurer's Report Variance

\$ 2,973,139.60
\$ -

Balanced

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NOV 11 2021

Initial: ckg

TB 5 Michael, Ben
Micaela, Paul

**TOWN OF LA POINTE
REGULAR TOWN BOARD MEETING
TUESDAY NOVEMBER 9, 2021
5:30 PM AT TOWN HALL
Draft Minutes**

Town Board Members Present via telephone: 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: Paul Brummer
Called to Order: 5:30pm

I. Public Comment A*: None.

II. Administrative Reports

- A. Town Administrator's Report
- B. Public Works Director's Report
- C. MRF Supervisor's Report
- D. Airport Manager's Report & Checklist
- E. Planning and Zoning Administrator's Report
- F. Accounting Administrator's Report
- G. Police Chief's Report: Town Board would like to see the Incidents/ Complaints numbers broken down and a definition list for the different calls.
- H. Fire Chief's Report
- I. Ambulance Director's Report

All reports for October 2021 placed on file by Unanimous Consent.

III. Public Works

- A. Roads, Dock and Harbor
 - 1. Request for Comp Time for Peter Wiggins: Motion to approve comp time for Peter Wiggins not to exceed 80 hours, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
 - 2. Post for Two Temporary Driver Positions – 11/24/21 to 12/31/21: Motion to approve posting, M. Anderson/ S. Brenna, 5 Ayes, Motion Carried.
- B. Parks: Nothing at this time.

IV. Committees

- A. Planning and Zoning: No updates

V. Town Hall Administration

- A. Grant Updates: Ashland County can still proceed with funding for shoreline stabilization along County Highway H.
- B. 2022 Budget Considerations: Discussion on trying to keep the levy for 2022 at the State allowable limit. More discussion planned for a meeting on November 11th.

- C. Resolution #2021-1109: Covid -19 Precautions for Town Government Operations:
Motion to approve resolution (for another 90 days), M. Anderson/ J. Carlson, 5
Ayes, Motion Carried.

VI. Minutes

- A. Regular Town Board Meeting October 26, 2021
B. Special Town Board Meeting October 27, 2021: two typos, a \$ instead of a % and J.
Carlson voted nay in item 5.
C. Special Town Board Meeting November 3, 2021
Motion to approve all three minutes with the changes noted, S. Brenna/ M. Anderson, 5 Ayes,
Motion Carried.

VII. Emergency Services

- A. Updates on the Construction of the Emergency Services Building: Wendel is working
on the change order with 5 Star Electric.

VIII. Public Comment B:** None.

IX. Lawsuits & Legal Issues

- A. William Defoe vs. Town of La Pointe, Case No. 19CV57: Attempting to schedule
depositions.
B. Judgment on Michael Mattingly Properties 014-00208-0600 and 014-00208-0300: No
updates.

X. New Agenda Items for Future Meetings: Once the donated property downtown is
transferred to the Town, S. Brenna would like a policy/ procedure for the property.
Discussion on having the Regular Town Board Meetings in winter (November, December,
January) begin at 5:00 instead of 5:30.
Discussion on whether to have the fireworks as an agenda item at a future meeting, with the
possibility of silent fireworks- for now, have the Chamber look into it as well as the
environmental impact of fireworks.
Special Town Board Meeting November 11, 2021 at 5:00pm to discuss the 2022 Budget.
Meetings will be held via Zoom through Thanksgiving.

XI. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned
at 6:14pm.

Submitted by Micaela Montagne, Town Clerk.

TB(5) Michael, Baxter,
Micaela, public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
Thursday November 11, 2021
5:00 pm at Town Hall
Draft Minutes**

Town Board Members Present via telephone: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson
Staff Present: Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne

- I. Call to Order: at 5:01pm
- II. 2022 Budget Considerations: After making adjustments following the last budget meeting held on November 3, 2021, expenditures still exceed revenues by about \$660,000. Discussion to possibly increase the campground revenues as well as MRF tipping fees and sale of recyclables. Discussion to keep the new fire truck in the budget, unsure which COLA to use (wait and see how figures look after more changes), and reduce library funding.
- III. Public Comment: None
- IV. Schedule Budget Meetings: Monday 11/15/2021 at 5:00pm to include a closed session to revisit some merit raises. Another meeting 11/17/21 at 5:00 to finalize the budget.
- V. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried. Adjourned at 5:41pm.

Submitted by Micaela Montagne, Town Clerk.

TR Michael, Bax, Micaela, Brenna

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
Monday November 15, 2021
5:00 pm at Town Hall
Draft Minutes**

Town Board Members Present via telephone: Chair Glenn Carlson, Supervisor Michael Anderson, Supervisor Aimée Baxter, Supervisor Sue Brenna, Supervisor John Carlson
Staff Present: Town Administrator Michael Kuchta, Elected Clerk Micaela Montagne

- I. Call to Order: 5:00pm
- II. 2022 Budget Considerations: Changes since the last meeting include adding revenue for MRF tipping fees, campground fees, and sale of recyclable materials. The Fire Department truck is included as a capital outlay with a transfer from designated funds for \$650,000. With the skid steer for the MRF will be purchased instead of leased. The excess cash on hand from 2021 will be used to offset the expenditures over revenues (still about \$560,500). It was decided to use the 5.4% COLA increase for all employees not also receiving a merit raise. The sidewalk around the corner of Main Street to Big Bay Road was discussed and decided to leave out of the 2022 budget. The 2022 budget does not include any borrowing.
- III. Consider Merit Raises/ Specific Compensation of Some Employees

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 goes into closed session, it will reconvene in open session before adjourning.

Motion to go into closed session, J. Carlson/ A. Baxter, all 5 Ayes by roll call vote,
Motion Carried. 5:37pm.
Motion to return to open session, S. Brenna/ M. Anderson, 5 Ayes, Motion Carried.
6:01pm.
- IV. Public Comment: Micaela Montagne spoke as a Library Board member to ask for an increase of around \$7,000 that was removed. It was decided to leave the library budget at a flat \$200,000.
- V. Schedule Budget Meetings: next and hopefully last meeting will be on November 17, 2021 at 5:00pm.
- VI. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.
Adjourned at 6:09pm.

Submitted by Micaela Montagne, Town Clerk.

TB(5) Michael, Basis
Micaela, public

**TOWN OF LA POINTE
SPECIAL TOWN BOARD MEETING
Wednesday November 17, 2021
5:00 pm at Town Hall
Draft Minutes**

Town Board Members Present via telephone/ Zoom: 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, Library Director Lauren Schuppe (via Zoom), Elected Clerk Micaela Montagne

I. Call to Order: 5:00pm.

Motion to have public comment next on the agenda, S. Brenna/ J. Carlson, 5 Ayes, Motion Carried.

IV. Public Comment: Library Director Lauren Schuppe explained why the Library 2021 budget came in under budget as well as requested that the 2022 budget not be reduced to \$200,000 to help cover wages and building maintenance.

II. 2022 Budget Considerations: Round table discussion on any additional changes to the latest draft of the budget. Consensus to keep the new Fire Truck in the 2022 budget, but with the understanding that it must be discussed by the Board prior to purchase orders or request for proposals.

Discussion to put the corner sidewalk at Main Street and Big Bay Road back in the 2022 budget, 3-2 consensus to put in the budget, again with the understanding that it will be discussed prior to purchasing/ action.

Discussion on adding back \$8600 to the Library budget 3-2 consensus to leave the budget at \$200,000 and not add more.

III. Resolution 2021-1117: Resolution of Town Board to Use Previous Year's Unused Tax Levy: Motion to approve Resolution (allows for \$5020 of last years levy to be used in 2022), M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

V. Adjourn: Motion to adjourn, M. Anderson/ J. Carlson, 5 Ayes, Motion Carried.

Submitted by Micaela Montagne, Town Clerk.

(5) TB, michael, Barb, micaela,

Public

11-19-21

Original in Folder #003



Wendel
Banbury Place Building D04 Suite 202 Mailbox 2 800 Wisconsin Street
Eau Claire, Wisconsin 54703
Phone: (715) 832-4848
Fax: (715) 514-1860

Project: 433101 - Town of La Pointe Fire Station
320 Big Bay Road
La Pointe, Wisconsin 54850

Subcontract Change Order #003: CE #023 - CREDIT Floor Receptacles in Conf Rm & Light Pole

CONTRACT COMPANY:	Five Star Electric, Inc. 522 Sanborn Avenue Ashland, Wisconsin 54806	CONTRACT FOR:	SC-004:E04- Five Star Electric- Electric Contract
DATE CREATED:	11/ 11 /2021	CREATED BY:	Kaitlyn Handrich (Wendel (Williamsville Office))
CONTRACT STATUS:	Approved	REVISION:	0
REQUEST RECEIVED FROM:	Tony Brown	LOCATION	
DESIGNATED REVIEWER:	Michael Galley (Wendel (Williamsville Office))	REVIEWED BY:	
DUE DATE:		REVIEW DATE:	11/11 /2021
REFERENCE:		CHANGE REASON:	
SCHEDULE IMPACT:		TOTAL AMOUNT:	(\$1,800.00)
DESCRIPTION:	CE #023 - CREDIT Floor Receptacles in Conf Rm & Light Pole		

ATTACHMENTS:
[SService Wr21111112560.pdf](#)

CHANGE ORDER LINE ITEMS:

CCO #003

#	Cost Code	Description	Type	Amount
1		CREDIT Floor Receptacles & Light Pole Credit		(\$1,800.00)
Subtotal:				(\$1,800.00)
Grand Total:				(\$1,800.00)

The original (Contract Sum)	\$ 300,000.00
Net change by previously authorized Change Orders	(\$450.00)
The contract sum prior to this Change Order was	\$ 299,550.00
The contract sum will be decreased by this Change Order in the amount of	(\$1,800.00)
The new contract sum including this Change Order will be	\$ 297,750.00
The contract time will not be changed by this Change Order	

RECEIVED

NOV 19 2021

Initial: dg
from dm.k via email



#003

This Change Order constitutes full and final compensation for the work described in this Change Order. The contract time will not be changed by this Change Order.

This document is utilized in lieu of AIA Document G701-2001.

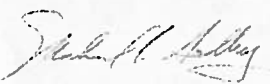
Wendel Companies

Town of La Pointe

Five Star Electric, Inc.

522 Sanborn Avenue

Ashland Wisconsin 54806


11/18/21
SIGNATURE DATE

SIGNATURE DATE


11/11/21
SIGNATURE DATE

(5)TB, michael, Barb, Michaela,
Police, Fire, Amb, Public



ASHLAND COUNTY SHERIFF'S OFFICE

Sheriff Michael W. Brennan

November 9, 2021

Town of La Pointe
PO Box 270
La Pointe, WI 54850

Ms. Montagne,

Enclosed is the Joint Powers Agreement for calendar year 2022 to be signed. Wisconsin State Statute 256.35(9) requires Joint Powers Agreements between Ashland County and the Town of La Pointe to be filed annually.

Changes have been made from the prior agreement to reflect the dates of the new term. No substantive change to the nature of the Agreement has been made.

Please sign and return the Agreement within 30 days and after being signed by the Ashland County Clerk, a copy will be forwarded to you and also filed with the Wisconsin Department of Justice as required by statute.

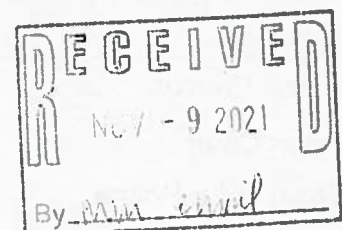
Your cooperation and timely response is greatly appreciated. Please contact me if you have any questions or concerns.

Regards,

A handwritten signature in cursive script, appearing to read "David McGuire".

David McGuire
Public Safety Communications Director
Ashland County Sheriff's Office
(715) 685-7640 x478
david.mcguire@ashlandcountysheriff.us

220 6th St E Ashland, WI 54806
Telephone: (715) 685-7640 - Fax: (715) 682-7039
www.AshlandCountySheriff.us



**Joint Powers Agreement
Between Ashland County
and the
Town of La Pointe**

Ashland County 911 Emergency System

WHEREAS, Ashland County and the municipalities located within the boundaries of Ashland County have implemented an Emergency 911 System for the purposes of providing emergency services to residents and visitors of these municipalities, including firefighting, law enforcement, ambulance, medical and other emergency services; and

WHEREAS, Sec. 256.35(9)(a), Wis. Stats. "Joint Powers Agreement," requires that in implementing a 911 system as has been done in Ashland County, public agencies shall annually enter into a Joint Powers Agreement, which Agreement shall be applicable on a daily basis and which shall provide that if an emergency services vehicle is dispatched in response to a request through the Ashland County 911 System, such vehicle shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional boundaries.

THEREFORE in consideration of the mutual promises, agreements and condition contained herein, it is hereby jointly agreed between Ashland County and the Town of La Pointe as follows:

1. That effective January 1, 2022 this agreement shall, thereafter, be applicable on a daily basis from said date through December 31, 2022.
2. That if an emergency services vehicle operated by the municipality, or operated by an agency with which the municipality contracts for that particular emergency service, is dispatched in response to a request through the Ashland County Emergency 911 System, such vehicle (whether owned and operated by the municipality or by the agency) shall render its services to the persons needing the services, regardless of whether the vehicle is operating outside the vehicle's normal jurisdictional (or as defined by contract) boundaries.
3. That a copy of this Agreement shall be filed with the State Department of Justice, as required by Section 256.35(9)(c), Wis. Stats.

Dated this _____ day of _____, 2021.

Heather Schutte
Ashland County Clerk

Glenn Carlson
Town Chair
Town of La Pointe